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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

CYNTHIA QUINTANA, individually, and on behalf of herself and all others similarly situated,

Plaintiff,

v.

BIOMAT USA, INC., a Delaware corporation; GRIFOLS SHARED SERVICES NORTH AMERICA, INC., a Virginia corporation; and DOES 1 through 50, inclusive,

Defendants.

Case No.: 26CU050643C

FIRST AMENDED CLASS ACTION COMPLAINT FOR DAMAGES FOR:

1) **Class Action: Violation of Cal. Labor Code §§1194, 1197, and 1197.1 (Unpaid Minimum Wages)**
2) **Class Action: Violation of Cal. Labor Code §§510 and 1198 (Unpaid Overtime);**
3) **Class Action: Violation of Cal. Labor Code §§226.7 and 512(a) (Unpaid Meal Period Premiums);**
4) **Class Action: Violation of Cal. Labor Code §226.7 (Unpaid Rest Period Premiums);**
5) **Class Action: Violation of Cal. Labor Code §§201, 202, and 203 (Untimely Final Wages);**
6) **Class Action: Violation of Cal. Labor Code §226(a) (Failure to Provide Accurate Wage Statements);**
7) **Class Action: Violation of Cal. Business & Professions Code §17200, *et seq*. (Unfair Competition);**
8) **Class Action: Violation of Cal. Labor Code §§2800 and 2802 (Failure to Reimburse Necessary Business Expenses);**

9) **<u>Individual Action:</u> Discrimination Based on Disability in Violation of Cal. Gov. Code §12940(a);**

10) **<u>Individual Action:</u> Failure to Prevent Harassment, Discrimination, and/or Retaliation in Violation of Cal. Gov. Code §12940(j) and (k);**

11) **<u>Individual Action:</u> Failure to Engage in Good Faith Interactive Process in Violation of Cal. Gov. Code §12940(n);**

12) **<u>Individual Action:</u> Failure to Provide Reasonable Accommodations in Violation of Cal. Gov. Code §12940(m);**

13) **<u>Individual Action:</u> Retaliation in Violation of Cal. Gov. Code §1102.5;**

14) **<u>Individual Action:</u> Retaliation in Violation of Cal. Gov. Code §12940(h);**

15) **<u>Individual Action:</u> Wrongful Termination in Violation of Public Policy in Violation of Cal. Gov. Code §12940(h) and Cal. Lab. Code §1102.5 and §6310;**

16) **<u>Individual Action</u>: Failure to Timely Produce Personnel File in Violation of Cal. Lab. Code §1198.5;**

17) **<u>Representative Action</u>: Civil Penalties Under the Private Attorneys General Act, Labor Code §§ 2698, et seq.**

DEMAND FOR JURY TRIAL

Plaintiff CYNTHIA QUINTANA ("Plaintiff"), individually, and on behalf of herself and all others similarly situated, asserts claims against BIOMAT USA, INC., a Delaware corporation; GRIFOLS SHARED SERVICES NORTH AMERICA, INC., a Virginia corporation; and DOES 1 through 50, inclusive (collectively "Biomat" or "Defendant(s)") as follows:

INTRODUCTION

1. This is a Class Action, pursuant to California Code of Civil Procedure section 382, on behalf of Plaintiff and any and all persons who are or were employed by Defendants, directly or indirectly, at Defendants' locations in California, as non-exempt employees, however titled, in the State of California within four (4) years prior to the filing of the Complaint in this action until the resolution of this lawsuit (collectively referred to as the "Class" or "Class Members").

2. During the "liability period," as defined as the applicable statute of limitations for each and every cause of action contained herein – i.e. Plaintiff's claims under the Unfair Competition Law is four (4) years; Plaintiff's claims for either unpaid wages or actual damages is three (3) years; and Plaintiff's claims for statutory penalties is one (1) year from the filing of this action through the present (referred to as "the liability period(s)") – Defendants consistently maintained and enforced against Class Members unlawful practices in violation of California state wage and hour laws, including failing to lawfully and accurately pay Plaintiff and Class Members for all hours worked, including overtime; failing to lawfully provide meal and rest periods; failing to pay one hour of pay at the employee's regular rate of pay when legally mandated meal or rest periods were not lawfully provided; failing to accurately pay overtime; failing to reimburse necessary expenses; failing to provide accurate itemized wage statements; failing to keep accurate records; failing to provide required information at the time of hiring; failing to post and provide required notices; and failing to provide a safe and healthful place of employment.

3. Defendants implemented uniform policies and practices that deprived Plaintiff and Class Members of earned wages, including wages for all hours worked, proper overtime wages; premium wages; unreimbursed expenses; and lawful meal and/or rest breaks. Defendants' policies and practices also deprived Plaintiffs and the Class Members of reimbursement for business expenses incurred in direct consequence of the discharge of their duties.

4. Such actions and policies, as described above and further herein, were and continue to be in violation of the California Labor Code. Plaintiff, on behalf of herself and all Class Members, bring this action pursuant to the California Labor Code, including sections 201, 202, 203, 204, 218.5, 218.6, 226, 226.3, 226.7, 510, 512, 516, 558, 1174, 1194, 1194.2, 1195, 1197, 1198, 2802, applicable IWC California Wage Orders and California Code of Regulations, Title 8, section 11000 *et seq.*, seeking unpaid wages, unpaid meal and rest period compensation, unpaid meal and rest break premiums; unreimbursed business expenses, penalties, liquidated damages, and reasonable attorneys' fees and costs.

5. Plaintiff, on behalf of herself and other similarly situated Class Members, pursuant to Business and Professions Code sections 17200-17208, also seeks restitution from Defendants for their failure to pay Plaintiff and Class Members all of their wages, including wages for all hours worked, overtime, and premium wages.

6. In addition to the class action wage and hour claims, Plaintiff brings this action to assert individual claims arising from Defendants' harassment, discrimination, failure to engage in good faith in the interactive process, failure to accommodate, retaliation, and failure to be provided with employment records in a timely manner.

JURISDICTION AND VENUE

7. This action is brought as a Class Action on behalf of Plaintiff and similarly situated Class Member employees of Defendants pursuant to California Code of Civ. Proc. Section 382. The monetary damages and restitution sought by Plaintiff exceeds the minimum jurisdiction limits of the California Superior Court and will be established according to proof at trial.

8. This Court has jurisdiction over this action pursuant to the California Constitution Article VI §10, which grants the California Superior Court original jurisdiction in all causes except those given by statute to other courts. The statutes under which this action is brought do not give jurisdiction to any other court.

9. This Court has jurisdiction over this Action pursuant to California Code of Civil Procedure, Section 410.10 and California Business & Professions Code, Section 17203.

10. This Court has jurisdiction over Defendants because, upon information and belief,

each Defendant is either a resident of California, has sufficient minimum contacts in California, or otherwise intentionally avails themself of the California market so as to render the exercise of jurisdiction over them by the California Courts consistent with traditional notions of fair play and substantial justice. Defendants have done and are doing business throughout California.

11. The unlawful acts alleged herein have a direct effect on Plaintiff and the other similarly situated Class Members within San Diego County among other locations in California and it is believed that Defendants have employed hundreds of Class Members as non-exempt employees throughout the state.

12. The California Superior Court also has jurisdiction in this matter because there is no federal question at issue, as the issues herein are based solely on California statutes and law, including the Labor Code, IWC Wage Orders, the California Code of Civil Procedure, the California Civil Code, and the California Business and Professions Code.

13. Venue is proper in this Court because one or more of the Defendants reside, transact business, or have offices in this County, and the acts or omissions alleged herein took place in this County. Plaintiff was employed and worked at Defendants' location at 7150 El Cajon Boulevard, San Diego, California 92115.

14. Plaintiff has exhausted her administrative remedies under the California Fair Employment and Housing Act ("FEHA"). On August 28, 2026, prior to filing this action, Plaintiff timely filed a verified complaint of discrimination, harassment, retaliation, failure to accommodate, failure to engage in the interactive process, and failure to prevent discrimination, harassment and retaliation with the California Civil Rights Department ("CRD") against each Defendant, and the CRD issued Plaintiff an immediate right-to-sue notice. This action is filed within one (1) year of the issuance of that right-to-sue notice. A true and correct copy of Plaintiff's CRD complaint and right-to-sue notice are attached hereto as Exhibit A and incorporated herein by reference.

PARTIES

15. Plaintiff Cynthia Quintana is and during the liability period has been, a resident of San Diego County, California.

16. Plaintiff was employed by Defendants in California as an hourly, non-exempt

employee from approximately March 20, 2025, through January 23, 2026. Plaintiff worked at Defendants' location at 7150 El Cajon Boulevard, San Diego, California 92115.

17. Plaintiff and the members of the putative class were employed by Defendants as hourly, non-exempt employees in the State of California, however titled, (the "Class Members" or "non-exempt employees") during the liability period.

18. Defendant Biomat USA, Inc. is a Delaware corporation authorized to do and doing business in the State of California, including in the County of San Diego, where it operates the plasma donation center at which Plaintiff worked.

19. At all relevant times, Biomat USA, Inc. was an employer of Plaintiff and the Class Members within the meaning of the California Labor Code, the applicable IWC Wage Orders, and Government Code §12926(d), in that it exercised control over their wages, hours, and working conditions, suffered or permitted them to work, and/or engaged them, thereby creating a common law employment relationship. At all relevant times, Biomat USA, Inc. regularly employed five (5) or more persons.

20. Defendant Grifols Shared Services North America, Inc. is a Virginia corporation authorized to do and doing business in the State of California, including in the County of San Diego.

21. At all relevant times, Grifols Shared Services North America, Inc. was a joint employer of Plaintiff and the Class Members within the meaning of the California Labor Code, the applicable IWC Wage Orders, and Government Code §12926(d).

22. Plaintiff is informed and believes, and thereon alleges, that Grifols Shared Services North America, Inc. and Biomat USA, Inc. constituted a single integrated enterprise and/or joint employers in that they shared common ownership, common management, centralized control of labor relations, and interrelated operations; that Grifols Shared Services North America, Inc. established, approved, or administered the payroll, timekeeping, wage, meal and rest period, expense reimbursement, leave, and accommodation policies applied to Plaintiff and the Class Members; and that it exercised control over their wages, hours, and working conditions.

23. At all relevant times, Grifols Shared Services North America, Inc. regularly employed five (5) or more persons.

24. Whenever in this Complaint reference is made to any act, deed, or conduct of Defendants, the allegation means that Defendants engaged in the act, deed, or conduct by or through one or more of Defendants' officers, directors, agents, employees, or representatives, who was actively engaged in the management, direction, control, or transaction of the ordinary business and affairs of Defendants.

25. The true names and capacities of Defendants, whether individual, corporate, associate, or otherwise, sued herein as DOES 1 through 50, inclusive, are currently unknown to Plaintiff, who therefore sue Defendants by such fictitious names under Code of Civil Procedure §474. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of the Defendants designated hereinafter as DOES when such identities become known.

26. Plaintiff is informed and believes, and thereon alleges, that the Doe Defendants are the partners, agents, or principals and co-conspirators of Defendants and of each other; that Defendants and the Doe Defendants performed the acts and conduct herein alleged directly, aided and abetted the performance thereof, or knowingly acquiesced in, ratified, and accepted the benefits of such acts and conduct, and therefore each of the Doe Defendants is liable to the extent of the liability of the Defendants as alleged herein.

27. Plaintiff is further informed and believes, and thereon alleges, that at all times material herein, each Defendant was completely dominated and controlled by its co-Defendants and each was the alter ego of the other. Whenever and wherever reference is made in this complaint to any conduct by Defendant or Defendants, such allegations and references shall also be deemed to mean the conduct of each of the Defendants, acting individually, jointly, and severally. Whenever and wherever reference is made to individuals who are not named as Defendants in this complaint, but were employees and/or agents of Defendants, such individuals, at all relevant times acted on behalf of Defendants named in this complaint within the scope of their respective employments.

28. Plaintiff is further informed and believes, and thereon alleges, that the wrongful acts and omissions alleged herein were committed, authorized, and/or ratified by one or more officers, directors, and/or managing agents of Defendants – including, without limitation, Center Manager

Christopher Denis, Assistant Manager Michelle Whitmore, and Defendants' Human Resources personnel – all of whom Plaintiff is informed and believes exercised substantial discretionary authority over decisions that ultimately determined corporate policy, within the meaning of Civil Code §3294(b).

FACTUAL ALLEGATIONS

29. Plaintiff was employed by Defendants in California as an hourly, non-exempt employee from approximately March 20, 2025, through January 23, 2026. Plaintiff worked as a Registered Nurse/Center Medical Staff at Defendant's plasma donation center located at 7150 El Cajon Boulevard, San Diego, California 92115.

30. Plaintiff's duties included, among others, registering donors, conducting physical examinations, determining and documenting donor medical eligibility, communicating with physicians regarding donor medical conditions and medications, taking donor vitals, and performing phlebotomy-related tasks, including connecting and disconnecting donation machines.

31. Plaintiff was paid a base hourly rate of $48.00 per hour and was regularly scheduled to work four ten-hour shifts per week.

PLAINTIFF'S INDIVIDUAL FACTUAL ALLEGATIONS

32. At all times during the relevant period, Plaintiff performed her job duties in a satisfactory, if not exemplary, manner.

A. Plaintiff's Requests for Reasonable Accommodations Were Rejected.

33. During Plaintiff's employment with Defendant, Plaintiff was a qualified individual with a disability. Plaintiff was able to perform the essential duties of her position with reasonable accommodations.

34. On or around March 20, 2025, Plaintiff informed Defendants of her disability and requested reasonable accommodations supported by medical documentation. Defendants acknowledged receipt of Plaintiff's medical documentation stating her health issues, medical condition, and need for reasonable accommodations.

35. Plaintiff informed Defendants that she suffers from a traumatic brain injury which intermittently causes her to experience Cyclic Vomiting Syndrome, severe migraines, dizziness and

nausea.

36. Also, at the time of hire, Plaintiff completed Defendants' official accommodation request form and submitted it to Defendants along with a doctor's note verifying her disability and need for reasonable accommodations.

37. Plaintiff did not experience symptoms of her condition at all times but undergoes periods where her symptoms get aggravated. Stress and heat aggravate Plaintiff's symptoms and medical conditions.

38. As reasonable accommodations, Plaintiff requested to be able to use a neck fan, to have her own scrubs to keep her body heat down, to have a rolling stool, to take additional 15-minute breaks, to use a shade, and to use disposable lab coats.

39. In response to Plaintiff's request for reasonable accommodations, Defendants asked Plaintiff to provide further documentation proving that her disability was permanent.

40. Plaintiff provided the requested documentation regarding her disability and her request for accommodation. However, even after having received the requested documentation, Defendants failed to engage in the interactive process and/or to provide Plaintiff reasonable accommodations.

41. To the contrary, when Plaintiff requested to be allowed to manage her symptoms by sitting down, using a fan, or stepping into a dark room for a few minutes, she was met by hostility, impatience and derision from Defendants.

42. In June 2025, the air conditioning in Defendants' facility stopped working, and the excessive heat caused Plaintiff to experience dizziness and vomiting. Plaintiff's physician requested that Defendants allow Plaintiff to take intermittent leave to manage her symptoms.

43. On or around July 24, 2025, Plaintiff again inquired with Defendants, through their Human Resources Department, regarding the status of her requests for reasonable accommodations. Defendants responded by saying they had no information regarding Plaintiff's concerns.

44. Defendants refused to allow Plaintiff to take intermittent leave and instead placed her on an indefinite, unpaid and unprotected leave on August 7, 2025.

45. On January 23, 2026, while Plaintiff remained on the involuntary unpaid leave

Defendants had imposed and without ever having returned her to work or offered her any accommodation, Defendants terminated Plaintiff's employment, which Defendants characterized as an "administrative separation." Plaintiff did not resign and did not voluntarily abandon her employment.

B. Plaintiff Was Subjected to Discrimination, Harassment, and Retaliation

46. Throughout her employment, Plaintiff made repeated complaints to Defendants concerning inappropriate, harassing, and unethical conduct in the workplace.

a. Approximately in April 2025, Plaintiff complained to Supervisor and Center Manager, Christopher Denis; and Assistant Manager, Michelle Whitmore that coworkers were playing videos of a sexual and/or violent nature in the employee break room. Plaintiff informed Defendants that this conduct caused her severe discomfort and distress, as she is a survivor of domestic violence.

b. On April 25, 2025, Plaintiff reported to Mr. Denis unsafe working conditions that aggravated her medical conditions, including Severe Migraines and Cyclic Vomiting Syndrome. Plaintiff informed Mr. Denis that she was regularly assigned to work in the back area of the facility, where the temperature was excessively high and the air conditioning often did not function properly. Despite knowing that heat exacerbated her symptoms, Mr. Denis failed to make accommodations, such as providing the disposable lab coats, and fan she requested to reduce overheating. The failure to address these environmental risks not only worsened Plaintiff's health but created an unsafe and hostile work environment for someone with her medical needs.

c. In early May 2025, Plaintiff complained to Mr. Denis and Ms. Whitmore regarding the hostile and unprofessional conduct of Lead Phlebotomists Sharon Preciado and Moneesha Spells. Specifically, Ms. Preciado and Ms. Spells directed profanity and verbally abusive remarks at Plaintiff on multiple occasions.

d. Also in May 2025, Plaintiff further complained to Mr. Denis regarding Ms. Preciado's and Ms. Spells' violation of company policy. Plaintiff reported that Ms. Preciado and Ms. Spells violated proper screening protocol by prioritizing returning donors over new ones, despite company policy requiring new donors to be screened first. Ms. Preciado and Ms. Spells intentionally delayed assisting Ms. Quintana's donors, refusing to notify her when screening was complete, causing unnecessary wait times and workflow issues.

e. On or around June 28, 2025, Plaintiff presented Defendants with an accommodation letter from her physician. Such letter emphasized the importance of Plaintiff obtaining specific accommodations, such as the use of a seat or stool at her workstation, dimmed lighting or a light shade, access to fluids, or the use of a neck fan, for example. The letter also asserts Plaintiff's permanent disability and her need to utilize intermittent Family and Medical Leave Act benefits for medical appointments and/or time off related to her disability.

f. On every occasion, Plaintiff raised these concerns with her supervisor and Center Manager, Christopher Denis, but Plaintiff's concerns and complaints were ignored and dismissed.

47. Despite Plaintiff's complaints, Defendants failed to investigate, remediate, or take any corrective action with respect to the conduct described above.

48. Following her complaints about the inappropriate conduct of coworkers, and unsafe working conditions that aggravated her disabilities, Plaintiff was treated differently by Defendants and subjected to adverse employment actions. Plaintiff's complaints were dismissed by her supervisor, who excused the misconduct instead of addressing it. Despite raising valid issues, Plaintiff was not supported and was eventually placed on involuntary leave.

49. Plaintiff is informed and believes that the adverse employment actions to which Defendants subjected her were motivated in whole or in part by her disability, requests for

accommodations, complaints of unlawful conduct, and/or other protected activity.

50. Plaintiff suffered damages as a result of Defendants' failure to engage in good faith in the interactive process, to provide her with reasonable accommodations, to prevent or end a hostile work environment, and to prevent or end discrimination and retaliation.

FACTUAL ALLEGATIONS RE WAGE AND HOUR CLAIMS

51. Plaintiff and the Class suffered a litany of wage and hour violations as a consequence of Defendants' unlawful policies and procedures, including, without limitation, understaffing and lack of coverage.

52. The members of the putative class were non-exempt employees of Defendants working throughout the state of California during the liability period.

53. During the relevant time frame, Defendants compensated Plaintiff and the Class Members based upon an hourly wage.

54. Plaintiff and the Class Members were, and at all times pertinent hereto, have been non-exempt employees within the meaning of the California Labor Code, and the implementing rules and regulations of the IWC California Wage Orders. They are subject to the protections of the IWC Wage Orders and the Labor Code.

55. During all relevant times, Defendants maintained uniform policies and practices that systematically deprived Plaintiff and Class Members of wages earned, including minimum wages, overtime wages, meal and rest period premiums, and expense reimbursements in violation of California labor laws.

56. Plaintiff is informed and believes, and thereon alleges, that Defendants are and were advised by skilled lawyers and other professionals, employees, and advisors with knowledge of the requirements of California's wage and employment laws.

57. All Class Members, including Plaintiff, are similarly situated in that they are all subject to Defendants' uniform policies and systemic practices as specified herein.

58. Plaintiff and the Class Members were not compensated for all hours worked because they were not compensated for work performed off-the-clock.

59. Defendants required that Plaintiff and the Class Members remain on-call outside

their scheduled shifts and thus subject to Defendants' control, but failed to compensate them for this time. During such on-call time, Plaintiff and the Class Members were required to remain reachable, to monitor and respond to Defendants' calls, texts, and messages, to be available to report to Defendants' premises on short notice, and were restricted in their ability to use the time effectively for their own purposes.

60. Moreover, due to Defendants' understaffing and policies and practices, Plaintiff and the Class Members were frequently required to work during their meal periods but were not compensated for this time either. Plaintiff and the Class Members were also required to work off-the-clock to launder and maintain work uniforms and were not compensated for such time.

61. Although Plaintiff was paid a base hourly rate above the applicable minimum wage for her recorded hours, Defendants paid Plaintiff and the Class Members no compensation whatsoever for the off-the-clock and on-call hours described above. Under California law, an employer may not average an employee's total compensation across compensated and uncompensated hours; each hour worked must be separately compensated at no less than the applicable minimum wage. Because Defendants paid nothing for these hours, Plaintiff and the Class Members received less than the applicable minimum wage for each such hour worked.

62. Defendants knew or should have known that Plaintiff and Class Members were working off the clock and that they should have been compensated for this time.

63. In addition, Plaintiff and the Class Members worked in excess of eight (8) hours in a day and/or over forty (40) hours in a workweek, but were not properly paid for such time at a rate of one and one-half the employee's regular rate of pay per hour. Plaintiff and the Class Members also were not paid double time as required by law.

64. Plaintiff and the Class Members were not paid an overtime rate for all hours worked in excess of eight (8) a day or forty (40) per week. Plaintiff and the Class Members were regularly scheduled to and did work shifts of approximately ten (10) hours, which should have generated approximately two (2) hours of daily overtime per shift. However, Plaintiff and the Class Members were only paid an overtime rate after the 10th hour of work in a day, or 40 hours of work per week.

65. Plaintiff is informed and believes that Defendants did not have a valid alternative

workweek schedule.

66. Moreover, when Plaintiff and the Class Members were paid an overtime rate, such rate was incorrect, and less than what Plaintiff and the Class Members were entitled to receive, as such rate did not include all forms of compensation.

67. Defendants paid Plaintiff, and on information and belief, other Class Members, certain non-discretionary incentive compensation, including an "Incentive Bonus." When paying an overtime rate, Defendants failed to properly calculate and pay Plaintiff's and the Class Members' regular rate of pay because Defendants failed to include the incentive bonus and/or all other forms of non-discretionary compensation.

68. As a consequence of Defendants' staffing and scheduling practices, lack of coverage, work demands, and Defendants' policies and practices, Defendants frequently failed to provide Plaintiff and the Class Members timely, legally compliant uninterrupted 30-minute meal periods on shifts over five (5) hours and failed to provide second meal periods on shifts over ten (10) hours as required by law.

69. Plaintiff and the Class Members frequently lacked coverage to take meal periods. By way of example and not limitation, Defendants required, as a matter of policy and practice, at least one nurse on the floor at all times. From time to time, Defendants scheduled just one nurse in the relevant work area.

70. As such, Plaintiff and the Class Members were frequently required to miss, shorten or interrupt required meal periods.

71. On information and belief, Plaintiff and Class Members did not lawfully waive their rights to meal periods under the law.

72. Despite the above-mentioned meal period violations, Defendants failed to compensate Plaintiff, and on information and belief, failed to compensate Class Members, one additional hour of pay at their regular rate as required by California law when meal periods were not timely or lawfully provided in a compliant manner.

73. Plaintiff is informed and believes, and thereon alleges, that Defendants know, should know, knew, and/or should have known that Plaintiff and the other Class Members were

entitled to receive premium wages based on their regular rate of pay under Labor Code §226.7 but were not receiving such compensation.

74. In addition, during the relevant time frame, Plaintiff and the Class Members were systematically not authorized and permitted to take one net ten-minute paid, rest period for every four hours worked or major fraction thereof, which is a violation of the Labor Code and IWC wage order.

75. As a consequence of Defendants' staffing and scheduling practices, lack of coverage, work demands, and Defendants' policies and practices, Defendants frequently required Plaintiff and Class Members to forego their lawful, paid rest periods of a net ten minutes for every four hours worked or major fraction thereof. Such requisite rest periods were not timely authorized and permitted, and/or were interrupted such that Class Members were unable to take a net ten rest period away from work.

76. Despite the above-mentioned rest period violations, Defendants did not compensate Plaintiff, and on information and belief, did not pay Class Members one additional hour of pay at their regular rate as required by California law, including Labor Code section 226.7 and the applicable IWC wage order, for each day on which lawful rest periods were not authorized and permitted.

77. Additionally, Defendants required Plaintiff and the Class Members to incur expenses in the discharge of their duties, including without limitation, expenses related to the use of their personal cell phones and vehicles, personal scrubs, mileage, and the purchase of necessary supplies such as pens, notebooks, and sanitizer that Defendants failed to provide at the workplace.

78. Defendants also required Plaintiff and the Class Members to wear employer-mandated lab coats and other apparel of a distinctive design and color as a condition of employment and failed to provide and maintain those uniforms requiring Plaintiff and the Class Members to acquire, launder, and maintain their own lab coats and work apparel at their own expense.

79. Defendants did not reimburse Plaintiff and the Class Members for these business-related expenses.

80. Defendants also failed to provide accurate, lawful itemized wage statements to

Plaintiff and the Class Members in part because of the above specified violations. In addition, upon information and belief, Defendants omitted an accurate itemization of total hours worked, the applicable hourly rates, the number of hours worked at each rate, the name and address of the legal entity that is the employer, gross pay and net pay figures from Plaintiff, and the Class Members' wage statements. Such actions were and continue to be in violation of the California Labor Code and applicable IWC Wage Orders.

81. Defendants have also made it difficult to determine applicable hourly rates of pay, total hours worked, and account with precision for the unlawfully withheld wages and deductions due to be paid to Class Members, including Plaintiff, during the liability period because they did not implement and preserve a lawful record-keeping method to record all hours worked, inaccurate overtime compensation, meal periods, and non-provided rest and meal periods owed to employees as required for Class Members by California Labor Code sections 226, 1174, and the applicable California Wage Orders.

82. Plaintiff is informed and believes, and thereon alleges, that at all times herein mentioned, Defendants knew that at the time of termination of employment (or within 72 hours thereof for resignations without prior notice as the case may be) they had a duty to accurately compensate Plaintiff and the Class Members for all wages owed including minimum wages, straight time wages, overtime, meal and rest period premiums, and that Defendants had the financial ability to pay such compensation, but willfully, knowingly, recklessly, and/or intentionally failed to do so in part because of the above-specified violations.

83. At all relevant times, Defendants paid Plaintiff and the Aggrieved Employees sick leave at their base hourly rate.

84. Defendants failed to calculate sick pay under either statutory method and failed to include non-discretionary incentive compensation, bonuses, shift differentials, and other remuneration in the rate, thereby underpaying sick leave to Plaintiff and, on information and belief, to the Aggrieved Employees.

85. Defendants violated Labor Code section 246.5(c), which prohibits an employer from denying an employee the right to use accrued sick days, and from discharging, threatening to discharge, demoting, suspending, or in any manner discriminating or retaliating against an employee for using or attempting to use accrued sick days, and which further prohibits the use of an absence for which paid sick leave was taken as a basis for discipline under an attendance policy.

86. Plaintiff used accrued paid sick leave in connection with her Cyclic Vomiting Syndrome, severe migraines, and related medical conditions. Defendants thereafter placed Plaintiff on an involuntary leave of absence and expressly cited her "excessive absences" as a basis for that action, thereby counting protected sick leave absences against her.

87. Plaintiff alleges that Defendants violated Labor Code section 2810.5 by failing to provide Plaintiff and the Aggrieved Employees with the required written notice at the time of hiring.

88. Not all of the information required by Labor Code section 2810.5 subdivisions (a) through (j) was provided to Plaintiff and the Aggrieved Employees at the time of hiring, and Defendants failed to provide an updated written notice within seven calendar days of any change to the information required, as required by Labor Code section 2810.5(b).

89. Plaintiff alleges that Defendants failed to post and keep posted, in a conspicuous location frequented by employees where it could be easily read during the workday, the notices required by law.

90. Plaintiff alleges that Defendants failed to post the required minimum wage, wage order, paid sick leave, and other California labor law notices at the facility where Plaintiff and the Aggrieved Employees worked.

91. Plaintiff alleges that Defendants violated Labor Code section 6300, et seq., and the standards promulgated thereunder, as to Plaintiff and the Aggrieved Employees.

92. Plaintiff and the Aggrieved Employees in San Diego were regularly assigned to work in the rear processing area of Defendants' San Diego facility, where ambient temperatures were excessive and where the air conditioning frequently did not function properly.

93. Defendants required Plaintiff and the Aggrieved Employees to work in that environment while wearing lab coats and other apparel that restricted heat removal, and refused requests for basic cooling measures, including a fan, access to a cooler or darkened area, and disposable lab coats. Plaintiff repeatedly reported these conditions to management, including to the Center Manager on or about July 16, 2025, and Defendants failed to remediate them.

94. Plaintiff contends that this conduct violated the California Occupational Safety and Health Act and exposes Defendants to liability for civil penalties.

95. Plaintiff alleges that Defendants retaliated against her, and on information and belief against Aggrieved Employees who engaged in similar protected activity.

96. Plaintiff engaged in protected activity by, among other things: complaining to management on multiple occasions, including on or about July 16, 2025, about unsafe working conditions, including excessive heat and non-functioning air conditioning in the rear processing area; disclosing what she reasonably believed to be violations of law and of donor-screening protocols by a lead phlebotomist, including the failure to screen new donors in the required order and the deliberate withholding of screening notifications; complaining about the denial of rest and meal periods and the resulting workload and coverage failures; requesting and using accrued paid sick leave; requesting reasonable accommodations for her disabilities; and complaining about workplace conduct she reasonably believed to be unlawful.

97. Following and because of Plaintiff's protected activity, Defendants took adverse action against her, including by dismissing her complaints without investigation, refusing to engage in the interactive process, denying her requested accommodations, citing her protected sick leave

absences against her, and placing her on an involuntary leave of absence on or about July 24, 2025, thereby removing her from the workplace and from her wages. On information and belief, Defendants maintain policies and practices that discourage and penalize Aggrieved Employees who complain about wage-and-hour and workplace safety violations.

98. Plaintiff and the Class Members are covered by applicable California IWC Wage Orders and corresponding applicable provisions of the California Code of Regulations, Title 8, section 11000 *et seq*.

CLASS ACTION ALLEGATIONS

99. Plaintiff brings this action on her own behalf, as well as on behalf of each and every other person similarly situated, and thus, seeks class certification under California Code of Civil Procedure §382.

100. All claims alleged herein arise under California law for which Plaintiff seeks relief as authorized by California law.

101. The **proposed class** is comprised of and defined as: **All persons currently or formerly employed by Defendants, directly or indirectly, at Defendants' locations in California as non-exempt employees, however titled, throughout the state of California within four (4) years prior to the filing of the Complaint in this action until the resolution of this lawsuit. (Hereinafter collectively referred to as the "Class" or "Class Members").**

102. Plaintiff also seeks to represent Subclasses included in the Plaintiff's Class, which are composed of Class Members satisfying the following definitions:

a. All Class Members who were not paid at least minimum wage for all hours worked (collectively **"Minimum Wage Subclass**");

b. All Class Members who were required to work on-call shifts without compensation (collectively **"On-Call Subclass**");

c. All Class Members who worked in a nursing position, including, without limitation, Registered Nurses and Center Medical Staff (collectively "**Nurse Subclass"**);

d. All Class Members who were not accurately paid overtime for hours worked over eight in a day or over forty in a workweek **(collectively "Overtime Subclass**");

e. All Class Members who worked more than five (5) hours in a workday and were not provided with a timely, uninterrupted lawful meal period of net thirty (30) minutes, and were not paid compensation of one hour premium wages at the employee's regular rate in lieu thereof (hereinafter collectively referred to as the "**First Meal Period Subclass**");

f. All Class Members who worked more than ten (10) hours in a workday and were not provided with a timely, uninterrupted lawful second meal period of net thirty (30) minutes, and were not paid compensation of one hour premium wages at the employee's regular rate in lieu thereof (hereinafter collectively referred to as the "**Second Meal Period Subclass**");

g. All Class Members who worked more than three and a half hours in a workday and were not authorized and permitted to take a lawful net 10-minute rest period for every four (4) hours or major fraction thereof worked per day and were not paid compensation of one hour premium wages at the employee's regular rate in lieu thereof (hereinafter collectively referred to as the "**Rest Period Subclass");**

h. All Class Members who did not receive all owed wages at the time of separation or within 72 hours in the case of resignation (hereinafter collectively referred to as the "**Waiting Time Subclass**");

i. All Class Members who were not provided with accurate and complete itemized wage statements (hereinafter collectively referred to as the "**Inaccurate Wage Statement Subclass**");

j. All Class Members who were employed by Defendants and subject to Defendant's Unfair Business Practices (hereinafter collectively referred to as the "**Unfair Business Practices Subclass**").

k. All Class Members who were not reimbursed for all necessary expenditures (collectively "**Indemnification Subclass**").

103. Plaintiff reserves the right, under Rule 3.765, California Rules of Court, to amend or modify the descriptions of the Class and Subclasses to provide greater specificity as appropriate,

or if it should be deemed necessary by the Court or to further divide the Class Members into additional Subclasses or to limit the Subclasses to particular issues. Any reference herein to the Class Members or the Plaintiff's Class includes the members of each of the Subclasses.

104. As set forth in further detail below, this action has been brought and may properly be maintained as a class action under the provisions of section 382 of the Code of Civil Procedure because there is a well-defined community of interest in the litigation, and the proposed Class and Subclasses are easily ascertainable through Defendants' records.

a. Numerosity: The members of the Class and Subclasses are so numerous that joinder of all members of the Class and Subclasses would be unfeasible and impractical. The membership of the entire Class and Subclasses is unknown to Plaintiff at this time, however, the Class is estimated to be over a hundred individuals. Accounting for employee turnover during the relevant periods necessarily increases this number substantially. Plaintiff alleges Defendants' employment records would provide information as to the number and location of all Class Members. Joinder of all members of the proposed Class is not practicable.

b. The proposed class is easily ascertainable. The number and identity of the class members are determinable from Defendants' payroll records and time records for each class member.

c. Commonality: There are common questions of law and fact as to the Class and Subclasses that predominate over questions affecting only individual Class Members. These common questions of law and fact include, without limitation:

1) Whether Defendants paid Class Members at least minimum wage for all hours worked;

2) Whether Defendants accurately calculated and paid all Class Members overtime premiums for the hours which Plaintiff and Class Members worked in excess of eight (8) hours per day and/or forty (40) hours per week;

3) Whether Defendants had a valid alternative workweek schedule;

4) Whether Defendants had a policy and practice of providing lawful, timely meal periods in accordance with Labor Code §512, as well as the applicable Industrial Welfare Commission ("IWC") wage order;

5) Whether Defendants' coverage requirements, scheduling and staffing practices, and/or work demands resulted in a failure to provide lawful meal periods to Class Members;

6) Whether Defendants were required to compensate Class Members for on-call time;

7) Whether Defendants had a policy and practice of complying with Labor Code section 226.7 and IWC Wage Order on each instance that a lawful meal period was not provided;

8) Whether Defendants failed to authorize and permit a lawful, net 10-minute rest period to the Class Members for every four (4) hours or major fraction thereof worked;

9) Whether Defendants had a policy and practice of complying with Labor Code section 226.7 and the IWC Wage Order on each instance that a lawful rest period was not provided;

10) Whether Defendants failed to authorize and permit rest periods for Class Members;

11) Whether Defendants' coverage requirements, scheduling and staffing practices, and/or work demands resulted in the failure to authorize and permit rest periods for Class Members;

12) Whether Defendants failed to timely pay all wages upon separation in accordance with Labor Code sections 201-202;

13) Whether Defendants failed to reimburse employees for necessary expenses in accordance with Labor Code section 2802;

14) Whether Defendants omitted required information from itemized wage statements;

15) Whether Defendants failed to maintain accurate records of Class Members' earned wages, work periods, meal periods and deductions;

16) Whether Defendants engaged in unfair competition in violation of section 17200 et seq. of the Business and Professions Code;

17) Whether Defendants' conduct was willful and/or reckless;

18) Whether Defendants failed to provide accurate itemized wage statements in violation of Labor Code §226; and

19) The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendants' violations of California law.

d. Typicality: Plaintiff is qualified to, and will fairly and adequately protect the interests of each member of the Class and Subclasses with whom she has a well-defined community of interest. Plaintiff's claims herein alleged are typical of those claims which could be alleged by any member of the Class and/or Subclasses, and the relief sought is typical of the relief which would be sought by each member of the Class and/or Subclasses in separate actions. All members of the Class and/or Subclasses have been similarly harmed by Defendants' failure to provide lawful meal and rest periods, failure to provide accurate wage statements, failure to timely pay wages at termination, failure to pay minimum wages, failure to reimburse necessary expenses, failure to accurately pay all wages earned including all owed premium and overtime wages, and failure to pay on-call time, all due to Defendants' policies and practices that affected each member of the Class and/or Subclasses similarly. Further, Defendants benefited from the same type of unfair and/or wrongful acts as to each member of the Class and/or Subclasses.

e. Adequacy: Plaintiff is qualified to, and will fairly and adequately protect the interests of each member of the Class and/or Subclasses with whom she has a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiff acknowledges that she has an obligation to make known to the Court any relationships, conflicts, or differences with any member of the Class and/or Subclasses, and no such relationships or conflicts are currently known to exist. Plaintiff's attorneys and the proposed counsel for the Class and Subclasses are versed in the rules governing class action discovery, certification, litigation, and settlement and

experienced in handling such matters. Other former and current employees of Defendants may also serve as representatives of the Class and Subclasses if needed.

f. Superiority: The nature of this action makes the use of class action adjudication superior to other methods. A class action will achieve economies of time, effort, judicial resources, and expense, which would not be achieved with separate lawsuits. The prosecution of separate actions by individual members of the Class and/or Subclasses would create a risk of inconsistent and/or varying adjudications with respect to the individual members of the Class and/or Subclasses, establishing incompatible standards of conduct for the Defendants, and resulting in the impairment of the rights of the members of the Class and/or Subclasses and the disposition of their interests through actions to which they were not parties. Thus, a class action is superior to other available means for the fair and efficient adjudication of this controversy because individual joinder of all Class Members is not practicable, and questions of law and fact common to the Class predominate over any questions affecting only individual Class Members. Each member of the Class has been damaged and is entitled to recovery by reason of Defendants' unlawful policies and practices, including Defendants' failure to provide lawful meal and rest periods, failure to pay minimum wages, failure to provide accurate wage statements, failure to timely pay wages at termination, failure to reimburse necessary expenses, failure to pay on-call time, and failure to accurately pay all wages earned including all owed premium and overtime wages, all due to Defendants' policies and practices that affected each member of the Class and/or Subclasses similarly. Class action treatment will allow those similarly situated persons to litigate their claims in the manner that is most efficient and economical for both parties and the judicial system. Plaintiff is unaware of any difficulties that are likely to be encountered in the management of this action that would preclude its maintenance as a class action.

g. Public Policy Considerations: Employers in the state of California violate employment and labor laws every day. However, current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. Former employees are fearful of bringing actions because they believe their former employers may damage their future endeavors through negative references and/or other means. The nature of this action allows for the protection of current and

former employees' rights without fear of retaliation or damage. Additionally, the citizens of California have a significant interest in ensuring employers comply with California's labor laws and in ensuring those employers who do not are prevented from taking further advantage of their employees.

CLASS ACTION ALLEGATIONS

FIRST CAUSE OF ACTION

VIOLATION OF CAL. LABOR CODE §§1194, 1197, AND 1197.1

Unpaid Minimum Wages

(By Plaintiff and the Class Against Defendants)

105. Labor Code section 204 establishes the fundamental right of all employees in the State of California to be paid wages, including minimum wage, straight time and overtime, in a timely fashion for their work.

106. Labor Code section 1194(a) provides that notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit.

107. Labor Code section 1197 provides: The minimum wage for employees fixed by the commission or by any applicable state or local law, is the minimum wage to be paid to employees, and the payment of a lower wage than the minimum so fixed is unlawful.

108. Pursuant to Labor Code section 1198, it is unlawful to employ persons for longer than the hours set by the Industrial Welfare Commission or under conditions prohibited by the IWC Wage Orders.

109. The applicable Wage Orders and California Labor Code sections 1197 and 1182.12 establish the right of employees to be paid minimum wages for all hours worked, in amounts set by state law.

110. Labor Code sections 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal minimum wage as required by Labor Code section 1197 may recover the unpaid

balance together with attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid wages and interest accrued thereon.

111. During all relevant periods, the California Labor Code and Wage Orders required that Defendants fully and timely pay its non-exempt, hourly employees all wages earned and due for all hours worked.

112. The IWC Wage Orders define "hours worked" as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so."

113. At all times relevant, Defendants frequently required that Plaintiff and the Class Members work off-the-clock. Plaintiff and the Class Members consistently worked off-the-clock hours for which they were not paid. Off-the-clock work included, but was not limited to, work communications outside of scheduled hours, performing certain pre and post shift activities off the clock, and working during purported meal periods.

114. In addition, Plaintiff and the Class Members were required to remain on-call outside of their regularly scheduled hours of work.

115. Plaintiff and the Class Members were also required to work off-the-clock to launder

and maintain work uniforms and were not compensated for such time.

116. Plaintiff is informed and believes that Defendants were aware that Plaintiff and the Class Members were working off the clock and that they should have been paid for this time.

117. Defendant's policy and practice of not paying all minimum wages violates California Labor Code sections 204, 210, 216, 558, 1182.12, 1194, 1197, 1197.1, 1198, and the applicable Wage Orders 4-2001 and 5-2001.

118. Due to Defendants' violations of the California Labor Code and Wage Orders, Plaintiff and the Minimum Wage Subclass members are entitled to recover from Defendant their unpaid wages, statutory penalties, reasonable attorneys' fees and costs in this action, and pre-judgment and post-judgment interest, as well as liquidated damages.

SECOND CAUSE OF ACTION

VIOLATION OF CAL. LABOR CODE §§510 AND 1198

Unpaid Overtime

(By Plaintiff and the Class Against All Defendants)

119. Plaintiff incorporates each and every allegation set forth in all of the foregoing paragraphs as if fully set forth herein.

120. During all relevant periods, Defendant required Plaintiff and the Class members to work shifts in excess of eight (8) hours per workday and/or to work in excess of forty (40) hours per workweek.

121. During all relevant periods, California Labor Code sections 510, 1194, 1197, 1198, and the pertinent Wage Orders 4-2001 and 5-2001 required that all work performed by an employee in excess of eight (8) hours in any workday, on the seventh day of work in any workweek, or in excess of forty (40) hours in any workweek be compensated at one and one-half (1.5) times the employee's regular rate of pay. Any work in excess of twelve (12) hours in one (1) day is required to be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight (8) hours on any seventh (7th) day of a workweek is required to be compensated at the rate of no less than twice the regular rate of pay of an employee.

122. During all relevant periods, Defendants had a uniform policy of requiring Plaintiff

and the Class members to work in excess of eight (8) hours in a workday and/or in excess of forty (40) hours in a workweek without compensating them at a rate of one and one-half (1.5) times their regular rate of pay.

123. The IWC Wage Orders define "hours worked" as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so."

124. At all relevant times, and on a daily basis, Defendants deprived Plaintiff and the Class Members of earned overtime compensation. Defendants maintained the policy and practice of scheduling Plaintiff and the Class Members to work four (4) ten (10) hour shifts per week. However, Defendants failed to compensate Plaintiff and the Class Members an overtime rate for work performed between hours eight (8) and ten (10). Defendants did not have a valid alternative workweek schedule, thus depriving Plaintiff and the Class Members of earned overtime on a daily basis.

125. Because Defendants failed to compensate Plaintiff and the Class Members for work performed off-the-clock, Defendants also failed to compensate Plaintiff and the Class Members an overtime rate for work performed off-the-clock after eight (8) hours in a day, and/or forty (40) hours per week.

126. In addition, when Defendants paid an overtime rate, such overtime rate was incorrect and a lesser amount than what Plaintiff and Class Members were entitled to receive. Defendants had a policy and practice of failing to incorporate all forms of non-discretionary compensation, such as non-discretionary bonuses, shift differentials, and incentive pay, into the regular rate of pay used to calculate overtime. Specifically, Plaintiff and the Class Members compensation included incentive bonuses that should have been taken into consideration for the regular rate calculation. Yet, Defendants paid Plaintiff and the Class Members an overtime rate equal to only one and one-half (1.5) times their base hourly rate, rather than one and one-half (1.5) times their regular rate of pay as required by Labor Code §510 and the applicable IWC Wage Order.

127. As a result, Defendants failed to pay Plaintiff and the Class members earned overtime wages and such employees suffered damages as a result.

128. Defendants knew or should have known Plaintiff and the Class Members were undercompensated as a result of these practices.

129. Due to Defendant's violations of the California Labor Code, Plaintiff and the Class Members are entitled to recover from Defendants their unpaid overtime wages, reasonable attorneys' fees and costs in this action pursuant to Labor Code §1194(a), and pre-judgment and post-judgment interest pursuant to Labor Code §218.6 and Civil Code §3287.

THIRD CAUSE OF ACTION

VIOLATION OF CAL. LABOR CODE §§226.7 AND 512(a)

Unpaid Meal Period Premiums

(By Plaintiff and the Class Against All Defendants)

130. Plaintiff incorporates by reference and realleges each and every allegation contained above, as though fully set forth herein.

131. Pursuant to Labor Code § 512, no employer shall employ an employee for a work period of more than five (5) hours without providing a meal break of not less than thirty (30) minutes in which the employee is relieved of all of his or her duties, except that when a work period of not more than six (6) hours will complete the day's work the meal period may be waived by mutual consent of the employer and employee.

132. Labor Code §512(a) further provides that an employer may not employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second meal period of not less than thirty (30) minutes, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and employee only if the first meal period was not waived.

133. During the relevant time period, Defendants failed to provide Plaintiff and Class Members timely and uninterrupted first meal periods of not less than thirty (30) minutes within the first five hours of a shift.

134. As a consequence of Defendants' policies and practices, requirements, demands, coverage and staffing, Plaintiff and the Class Members were often required to forego such meal periods, take shortened meal periods, and/or commence their meal periods into and beyond the

sixth hour of their shifts.

135. Although meal periods were not lawfully provided to Plaintiff and Class Members, Defendant had a policy and procedure of auto-deducting 30-minutes from Plaintiff and Class Members earned hours.

136. By way of example, and not limitation, Defendants required that at all times, at least one nurse always remain on the floor and available to assist, but often only scheduled one nurse to cover certain shifts, which led to Plaintiff and certain Class Members being frequently deprived of legally compliant meal periods.

137. In addition, when Plaintiff and the Class Members were permitted to take meal breaks, such meal breaks were interrupted by Defendants.

138. Plaintiff and the Class Members did not waive their rights to legally compliant meal periods by mutual written consent or otherwise, and Defendants did not obtain any valid written meal period waiver from Plaintiff or the Class Members.

139. Upon information and belief, Plaintiff and the Class Members were not paid one hour of pay at their regular rate for each day that a meal period was not lawfully provided.

140. Moreover, as a matter of policy and practice, upon information and belief, the Class members were also not provided second meal periods on days when shifts exceeded ten hours (and twelve hours), nor were they provided premium wages in lieu of a second meal period. On information and belief, Plaintiff and the Class Members did not waive their rights to a second meal period on shifts in excess of ten hours.

141. As a proximate result of the aforementioned violations, Plaintiff and the Class Members have been damaged in an amount according to proof at time of trial.

142. Pursuant to Labor Code § 226.7, Plaintiff and Class Members are entitled to recover one (1) hour of premium pay for each day in which a meal period violation occurred. They are also entitled to recover reasonable attorneys' fees, cost, interest, and penalties as applicable.

143. Plaintiff and the Class she seeks to represent have been deprived of premium wages in amounts to be determined at trial, and are entitled to recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs, under Labor Code sections 218.6, 226.7, 512 and the

applicable IWC Wage Orders, and Civil Code section 3287.

FOURTH CAUSE OF ACTION

VIOLATION OF CAL. LABOR CODE §226.7

Unpaid Rest Period Premiums

(By Plaintiff and the Class Against All Defendants)

144. Plaintiff incorporates by reference and realleges each and every allegation contained above, as though fully set forth herein.

145. Pursuant to the IWC Wage Orders applicable to Plaintiff's and Class Members' employment by Defendants, "Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period…. [The] authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours worked or major fraction thereof.… Authorized rest period time shall be counted as hours worked, for which there shall be no deduction from wages."

146. Labor Code §226.7(a) prohibits an employer from requiring any employee to work during any rest period mandated by an applicable order of the IWC.

147. Defendants were required to authorize and permit employees such as Plaintiff and Class Members to take rest periods during shifts in excess of 3.5 hours, based upon the total hours worked at a rate of ten (10) minutes net rest per four (4) hours worked, or major fraction thereof, with no deduction from wages.

148. Despite said requirements of the IWC Wage Orders applicable to Plaintiff's and Class Member's employment with Defendants, Defendants failed and refused to authorize and permit Plaintiff and Class Members to take lawful, net ten (10) minute rest periods for every four (4) hours worked, or major fraction thereof.

149. As a consequence of Defendants' policies and practices, requirements, demands, coverage and staffing, Plaintiff and the Class Members were often required to forego their rest periods, take shortened rest periods, and/or commence their rest periods late.

150. Moreover, as mentioned above, Defendants' policy and practice of requiring that at least one nurse remain on the floor at all times, along with Defendants' understaffing, lack of

coverage, and unreasonable work demands, deprived Plaintiff and Class Members of legally compliant rest breaks on a frequent, if not daily, basis.

151. Defendants did not pay Plaintiff one additional hour of pay at her regular rate of pay for each day that a rest period violation occurred. On information and belief, the other members of the Class endured similar violations as a result of Defendants' rest period policies and practices and Defendant did not pay said Class Members premium pay as required by law.

152. By their failure to authorize and permit Plaintiff and the Class Members to take a lawful, net ten (10) minute rest period free from work duties every four (4) hours or major fraction thereof worked, including failure to provide two (2) total rest periods on six to ten hour shifts and three (3) total ten (10) minute rest periods on days on which Plaintiff and the other Class Members work(ed) in excess of ten (10) hours, and by their failure to provide compensation for such unprovided rest periods as alleged herein, Defendants willfully violated the provisions of Labor Code sections 226.7 and the applicable IWC Wage Orders.

153. As a result of the unlawful acts of Defendants, Plaintiff and the Class she seeks to represent have been deprived of premium wages in amounts to be determined at trial, and are entitled to recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs, under Labor Code sections 218.6, 226.7, the applicable IWC Wage Orders, and Civil Code 3287.

FIFTH CAUSE OF ACTION

VIOLATION OF CAL. LABOR CODE §§201, 202, AND 203

Untimely Final Wages

(By Plaintiff and the Class Against All Defendants)

154. Plaintiff incorporates by reference and realleges each and every allegation contained above, as though fully set forth herein.

155. Labor Code §201(a) requires that, when an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.

156. Labor Code §202(a) requires that, when an employee not having a written contract for a definite period quits, the wages earned and unpaid are due and payable not later than seventy-two (72) hours thereafter, or immediately at the time of quitting if the employee has given seventy-

two (72) hours' previous notice of intention to quit.

157. Section 203 of the Labor Code provides that if an employer willfully fails to timely pay such wages the employer must, as a penalty, continue to pay the subject employee's wages until the back wages are paid in full or an action is commenced. The penalty cannot exceed 30 days of wages.

158. Plaintiff and Class Members are entitled to compensation for all forms of wages earned, including but not limited to minimum wages, on-call wages, straight time wages, overtime wages, sick leave, and premium wages owed under Labor Code § 226.7 for non-compliant meal and rest periods, but to date have not received such compensation, therefore entitling them to Labor Code § 203 penalties.

159. In addition, irrespective of any derivative violation, Defendants failed to timely pay Plaintiff and, upon information and belief, other Class Members earned compensation at the time of termination despite their obligations under Labor Code 201 and 202.

160. More than thirty (30) days have passed since affected Waiting Time Subclass Members have left Defendants' employ, and on information and belief, they have not received payment pursuant to Labor Code § 203.

161. Defendants' failure to timely pay all wages due upon separation was willful within the meaning of Labor Code §203. Defendants knew of their obligations under Labor Code §§201 and 202, had the financial ability to pay the wages owed, and nonetheless intentionally failed to do so.

162. Plaintiff and Waiting Time Subclass Members are thus entitled to 30 days' wages as a penalty under Labor Code § 203, together with interest thereon and attorneys' fees and costs.

SIXTH CAUSE OF ACTION

VIOLATION OF CAL. LABOR CODE §226(a)

Failure to Provide Accurate Wage Statements

(By Plaintiff and the Class Against All Defendants)

163. Plaintiff repeats and incorporates herein by reference each and every allegation set forth above, as though fully set forth herein.

164. Labor Code section 226(a) reads in pertinent part: "Every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee… (4) all deductions… (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during each the pay period and the corresponding number of hours worked at each hourly rate by the employee….".

165. Further, the IWC Wage Orders require in pertinent part: Every employer shall keep accurate information with respect to each employee including the following: (3) Time records showing when the employee begins and ends each work period. Meal periods, split shift intervals, and total daily hours worked shall also be recorded…(5) Total hours worked in the payroll period and applicable rates of pay…."

166. Labor Code section 1174 of the California also requires Defendants to maintain and preserve, in a centralized location, among other items, records showing the names and addresses of all employees employed and payroll records showing the hours worked daily by, and the wages paid to, its employees. On information and belief and based thereon, Defendants have knowingly and intentionally failed to comply with Labor Code section 1174, including by implementing the policies and procedures and committing the violations alleged in the preceding causes of action and herein. Defendants' failure to comply with Labor Code section 1174 is unlawful pursuant to Labor Code section 1175.

167. Defendants have failed to record many of the items delineated in applicable Industrial Wage Orders and Labor Code section 226, and required under Labor Code section 1174, including by virtue of the fact that each wage statement which failed to accurately compensate Plaintiff and Class Members for all hours worked and for missed and non-provided meal and rest periods, or which failed to include compensation for all minimum wages earned or overtime hours

worked, was an inaccurate wage statement. In addition, the wage statements inaccurately stated totals hours worked, hours worked at each hourly wage rate, and the name and address of the employer.

168. On information and belief, Defendants failed to implement and preserve a lawful record-keeping method to record all non-provided meal and rest periods owed to employees or all hours worked, as required for Non-Exempt Employees under California Labor Code section 226 and applicable California Wage Orders. In order to determine if they had been paid the correct amount and rate for all hours worked, Plaintiff and Class Members have been, would have been, and are compelled to try to discover the required information missing from their wage statements and to perform complex calculations in light of the inaccuracies and incompleteness of the wage statements Defendants provided to them.

169. As a pattern and practice, in violation of Labor Code section 226(a) and the IWC Wage Orders, Defendants did not and still do not furnish each of the members of the Wage Statement Class with an accurate itemized statement in writing accurately reflecting all of the required information. In addition, Defendants have failed to provide accurate itemized wage statements as a consequence of the above-specified violations for failure to accurately pay all wages owed, accurately record all hours worked, and failure to pay meal and rest period premiums as required by law.

170. Moreover, upon information and belief, as a pattern and practice, in violation of Labor Code section 226(a) and the IWC Wage Orders, Defendants did not and do not maintain accurate records pertaining to the total hours worked for Defendants by the members of the Wage Statement Class, including but not limited to, beginning and ending of each work period, meal period and split shift interval, the total daily hours worked, and the total hours worked per pay period and applicable rates of pay.

171. Plaintiff and the members of the Wage Statement Class have suffered injury as a result of Defendants' failure to maintain accurate records for the members of the Wage Statement Class in that the members of the Wage Statement Class were not timely provided written accurate itemized statements showing all requisite information, such that the members of the Wage

Statement Class were misled by Defendants as to the correct information regarding various items, including but not limited to total hours worked by the employee, net wages earned and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate.

172. Defendants' failure to provide accurate itemized wage statements complying with Labor Code §226(a) was knowing and intentional within the meaning of Labor Code §226(e)(1). Defendants generated the wage statements at issue through their own payroll systems, controlled their form and content, knew what information those statements did and did not contain, and issued them in the same non-compliant form to Plaintiff and the Class Members every pay period. The omissions and inaccuracies described above were not the result of an isolated and unintentional payroll error under Labor Code §226(e)(3).

173. Pursuant to Labor Code section 226, and in light of Defendants' violations addressed above, Plaintiff and the Inaccurate Wage Statement Subclass Members are each entitled to recover the greater of all actual damages or fifty dollars ($50) for the initial pay period in which a violation occurred and one hundred dollars ($100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars ($4,000.00) per employee, along with injunctive relief pursuant to Labor Code §226(h) and an award of costs and reasonable attorneys' fees pursuant to Labor Code §§226(e)(1) and 226(h).

SEVENTH CAUSE OF ACTION

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

Unfair Competition

(By Plaintiff and the Class Against All Defendants)

174. Plaintiff incorporates by reference and realleges each and every allegation contained above, as though fully set forth herein.

175. Defendants' conduct, as alleged in this complaint, has been, and continues to be, unfair, unlawful, and harmful to Plaintiff and Class Members, Defendants' competitors, and the general public. Plaintiff also seeks to enforce important rights affecting the public interest within the meaning of the California Code of Civil Procedure § 1021.5.

176. Defendants' policies, activities, and actions as alleged herein are violations of California law and constitute unlawful business acts and practices in violation of California Business and Professions Code §§ 17200, *et seq*.

177. A violation of California Business and Professions Code §§ 17200, *et seq*., may be predicated on the violation of any state or federal law.

178. The state law violations, including violations of the relevant IWC Wage Orders, detailed herein above are the predicate violations for this cause of action. By way of example only, in the instant case Defendants' policy of failing to lawfully provide Plaintiff and the Class with timely meal and rest periods or pay one (1) hour of premium pay when a meal or rest period was not lawfully provided violates Labor Code § 512, and § 226.7, and the IWC Wage Orders. Defendants further violated the law through their policies of failing to fully and accurately compensate Plaintiff and the Class Members for all hours worked, including minimum wages, on call wages, and overtime, and failing to reimburse for necessary expenses, as well as failing to provide accurate itemized wage statement as specified above.

179. Plaintiff and the Class Members have been personally aggrieved by Defendants' unlawful and unfair business acts and practices alleged herein by the loss of money and/or property.

180. Pursuant to California Business and Professions Code §§ 17200, *et seq.*, Plaintiff and the Class Members are entitled to restitution of the unreimbursed expenses and the wages withheld and retained by Defendants during a period that commences four (4) years prior to the filing of this complaint; an award of attorneys' fees pursuant to California Code of Civil Procedure §1021.5; interest; and an award of costs.

EIGHTH CAUSE OF ACTION

VIOLATION OF CAL. LABOR CODE § 2802

Failure to Reimburse Necessary Business Expenses

(By Plaintiff and the Class Against All Defendants)

181. Plaintiff incorporates by reference and realleges each and every allegation contained above, as though fully set forth herein.

182. Labor Code § 2802 requires Defendants to indemnify Plaintiff and Class Members

for necessary expenditures incurred in direct consequence of the discharge of his or her duties.

183. Plaintiff and the Class Members were required to incur expenses in the performance of their assigned job duties, including without limitation expenses related to the use of personal cell phones, personal scrubs, mileage, and vehicles and the purchase of supplies such as pens, notebooks and sanitizer.

184. Moreover, Defendants required Plaintiff and the Class Members to wear employer-mandated lab coats and other apparel of a distinctive design and color as a condition of employment and failed to provide and maintain those uniforms requiring Plaintiff and the Class Members to acquire, launder, and maintain their own lab coats and work apparel at their own expense.

185. Section 9(A) of the applicable IWC Wage Order requires that when uniforms are required by the employer to be worn by the employee as a condition of employment, such uniforms shall be provided and maintained by the employer.

186. Upon information and belief, Defendants did not reimburse Plaintiff or the Indemnification Subclass Members for such expenses.

187. Plaintiff and the Indemnification Subclass Members have been deprived of un-reimbursed sums in amounts to be determined at trial, and are entitled to the recovery of such amounts, plus interest from the date the expenses were incurred pursuant to Labor Code §2802(b), and attorneys' fees and costs pursuant to Labor Code §2802(c).

INDIVIDUAL CAUSES OF ACTION

NINTH CAUSE OF ACTION

DISCRIMINATION BASED ON DISABILITY

in violation of Cal. Gov. Code §12940(a)

(By Plaintiff Against All Defendants)

188. Plaintiff incorporates by reference and realleges each and every allegation contained above, as though fully set forth herein.

189. At all relevant times, Plaintiff was an employee of Defendants and was a person with a physical disability within the meaning of the California Fair Employment and Housing Act ("FEHA"), Government Code §§12900 et seq.

190. At all relevant times, Defendants regularly employed five (5) or more persons and were therefore "employers" within the meaning of Government Code §12926(d).

191. Plaintiff suffered from serious health conditions that substantially limited one or more major life activities and required medical treatment, medical leave, and/or reasonable accommodations.

192. California Government Code §12940(a) makes it unlawful for an employer to discharge, discriminate against, or otherwise treat an employee adversely in the terms, conditions, or privileges of employment because of a physical disability.

193. During the relevant time, Plaintiff was a qualified individual with a disability. At all relevant times, Plaintiff was able to perform her work duties with a reasonable accommodation.

194. Plaintiff made multiple requests to Defendants for reasonable accommodations.

195. Not only did Defendants refuse to provide legitimate, requested accommodations to Plaintiff in violation of FEHA, but Defendants also wrongfully discriminated against Plaintiff on the basis of her disability and subjected her to adverse employment actions.

196. Plaintiff is informed and believes that her disability was a substantial motivating factor in Defendants' adverse employment actions.

197. As a direct and proximate result of Defendants' discriminatory conduct, Plaintiff has suffered and continues to suffer substantial losses in earnings, employment benefits, and career opportunities in an amount to be proven at trial.

198. As a further direct and proximate result of Defendants' conduct, Plaintiff has suffered humiliation, emotional distress, mental anguish, and physical and emotional pain in an amount to be proven at trial.

199. In committing the acts alleged herein, Defendants acted with oppression, fraud, and malice, and in conscious disregard of Plaintiff's rights. The wrongful conduct of Defendants, and each of them, as alleged herein, constitutes malice, oppression, and/or fraud. As such, Plaintiff is entitled to an award of punitive and exemplary damages in an amount to be determined at trial.

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200. Plaintiff has also incurred and will continue to incur attorneys' fees and costs in an amount to be determined at trial pursuant to Government Code §12965(b).

TENTH CAUSE OF ACTION

FAILURE TO PREVENT HARASSMENT, DISCRIMINATION, AND/OR RETALIATION

[Cal. Gov't Code § 12940(j)(1) & (k)]

(Plaintiff Against all Defendants)

201. Plaintiff re-alleges and incorporates by reference each and every allegation contained in the preceding paragraphs as though fully set forth herein.

202. At all times mentioned herein, California Government Code section 12940 et seq. was in full force and effect and was binding on Defendants. This section provides that it is unlawful for Defendants, as employers, to fail to take reasonable steps necessary to prevent discrimination, harassment, and retaliation from occurring.

203. At all relevant times, Plaintiff was an employee of Defendants.

204. Plaintiff was subjected to actionable discrimination and retaliation in violation of FEHA, as set forth herein. Defendants knew or should have known of that conduct: Plaintiff complained about it repeatedly to Center Manager Christopher Denis, Assistant Manager Michelle Whitmore, and Defendants' Human Resources Department.

205. Defendants failed to take all reasonable steps necessary to prevent the discrimination, and retaliation described herein. Among other things, Defendants failed to investigate any of Plaintiff's complaints, failed to take any corrective action, failed to maintain or enforce adequate anti-discrimination, anti-harassment, anti-retaliation, and reasonable accommodation policies, and failed to adequately train their supervisors and managers regarding those obligations.

206. As a direct, foreseeable, and proximate result of Defendants' conduct, Plaintiff has sustained and continues to sustain substantial losses in earnings, employment benefits, employment opportunities, and Plaintiff has suffered other economic losses in an amount to be determined at trial.

207. As a further direct, foreseeable, and proximate result of Defendants' conduct, Plaintiff has suffered and continues to suffer humiliation, emotional distress, loss of reputation, and mental and physical pain and anguish, in an amount to be determined at trial.

208. The wrongful conduct of Defendants, and each of them, as alleged herein, constitutes malice, oppression, and/or fraud under California Civil Code Section 3294. As such, Plaintiff is entitled to an award of punitive and exemplary damages in an amount to be determined at trial.

209. In addition to such other damages as may properly be recovered herein, Plaintiff is entitled to recover prevailing party attorney fees and costs pursuant to Government Code section 12965.

ELEVENTH CAUSE OF ACTION

FAILURE TO ENGAGE IN GOOD FAITH INTERACTIVE PROCESS

in Violation of Cal. Gov. Code §12940(n)

(By Plaintiff Against All Defendants)

210. Plaintiff incorporates by reference and realleges each and every allegation contained above, as though fully set forth herein.

211. California Government Code §12940(n) makes it an unlawful employment practice for an employer to fail to engage in a timely, good faith, interactive process with an employee to determine effective reasonable accommodations for a known disability.

212. At all relevant times, Plaintiff was an employee of Defendants covered by the protections of FEHA.

213. Plaintiff requested that Defendants make reasonable accommodations for her condition/disability so that she would continue to be able to perform the essential job requirements.

214. Plaintiff was willing to participate in an interactive process to determine whether reasonable accommodations could be made so that she would be able to perform the essential job requirements.

215. Defendants had notice of Plaintiff's disability and of her need for accommodation no later than March 20, 2025, when Plaintiff submitted Defendants' own accommodation request

form together with supporting medical documentation, and again on June 28, 2025, when Plaintiff submitted her physician's accommodation letter. Plaintiff also followed up with Defendants' Human Resources Department on or about July 24, 2025. Rather than engaging in a timely, good faith interactive process, Defendants demanded additional documentation, then failed to respond substantively, then placed Plaintiff on an involuntary unpaid leave of absence on August 7, 2025.

216. Defendants failed to participate in a timely good-faith interactive process with Plaintiff to determine whether reasonable accommodations could be made.

217. Reasonable accommodations were available at the time the interactive process should have taken place, and Defendants could have provided them without undue hardship. Those available accommodations included, without limitation: permitting Plaintiff to use a neck fan; permitting her to wear her own scrubs and to use disposable lab coats; providing a rolling stool or seat at her workstation; providing dimmed lighting or a light shade; permitting access to fluids; permitting brief additional breaks to manage symptoms; reassignment away from the excessively hot back area of the facility; repair of the facility's air conditioning; and intermittent leave for medical appointments and disability-related absences as requested by her physician.

218. Defendants' failure to engage in a good faith interactive process was a substantial factor in causing Plaintiff's harm.

219. As a proximate result of Defendants' failure to engage in the interactive process, Plaintiff has sustained economic losses, including lost wages, benefits, and employment opportunities, in an amount to be determined at trial.

220. As a proximate result of Defendants' conduct, Plaintiff has suffered humiliation, emotional distress, and mental pain and anguish, all to her damage in an amount to be determined at trial according to proof.

221. Defendants acted with oppression, fraud, and malice, and in conscious disregard of Plaintiff's rights, entitling Plaintiff to punitive damages in an amount to be determined at trial according to proof.

222. Plaintiff has also incurred and continues to incur attorney's fees and legal expenses in an amount to be determined at trial according to proof.

TWELFTH CAUSE OF ACTION

FAILURE TO PROVIDE REASONABLE ACCOMMODATIONS

in Violation of Cal. Gov. Code §12940(m)

(By Plaintiff Against All Defendants)

223. Plaintiff incorporates by reference and realleges each and every allegation contained above, as though fully set forth herein.

224. Cal. Gov. Code §12940(m) requires an employer to make reasonable accommodations for the known physical or mental disability of an employee unless doing so would produce undue hardship to the employer.

225. At all relevant times, Plaintiff was an employee of Defendants and entitled to the protections of FEHA.

226. Plaintiff is a qualified individual with a disability who could perform the essential duties of her position with reasonable accommodation or a vacant alternative position to which she could have been reassigned.

227. Defendants were aware of Plaintiff's health issues, medical condition and disability, and of her need for accommodations.

228. Defendants failed to provide reasonable accommodations for Plaintiff's disability, including, without limitation, a neck fan, the ability to use her own scrubs, disposable lab coats, a rolling stool, a light shade or dimmed lighting, access to fluids, brief additional breaks, reassignment away from the excessively hot back area, and intermittent leave. The requested accommodations were reasonable, available, and would have enabled Plaintiff to perform the essential functions of her position. Providing them would not have imposed an undue hardship on Defendants. Instead of accommodating Plaintiff, Defendants placed her on an indefinite, involuntary, unpaid, and unprotected leave of absence on August 7, 2025, which was not a reasonable accommodation, and thereafter terminated her employment.

229. Plaintiff was harmed.

230. Defendants' failure to provide reasonable accommodation was a substantial factor in causing Plaintiff's harm.

231. As a proximate result of Defendants' conduct and failure to accommodate Plaintiff, Plaintiff has sustained economic losses, including lost wages, benefits, and employment opportunities, in an amount to be determined at trial.

232. As a proximate result of Defendants' conduct, Plaintiff has suffered humiliation, emotional distress, and mental pain and anguish, all to her damage in an amount to be determined at trial according to proof.

233. Defendants acted with oppression, fraud, and malice, and in conscious disregard of Plaintiff's rights, entitling Plaintiff to punitive damages in an amount to be determined at trial according to proof.

234. Plaintiff has also incurred and continues to incur attorney's fees and legal expenses in an amount to be determined at trial according to proof.

THIRTEENTH CAUSE OF ACTION

RETALIATION

in violation of California Labor Code §1102.5

(By Plaintiff Against All Defendants)

235. Plaintiff incorporates by reference and realleges each and every allegation contained above, as though fully set forth herein.

236. At all times herein mentioned, California Labor Code §1102.5 was in full force and effect and was binding on Defendants. Labor Code §1102.5(b) makes it unlawful for an employer to retaliate against an employee for disclosing information to a person with authority over the employee, or to another employee who has authority to investigate, discover, or correct the violation, if the employee has reasonable cause to believe the information discloses a violation of a state or federal statute or a violation of or noncompliance with a local, state, or federal rule or regulation.

237. Plaintiff engaged in activity protected by Labor Code §1102.5(b) by disclosing to Center Manager Christopher Denis and Assistant Manager Michelle Whitmore – each a person with authority over Plaintiff and with authority to investigate, discover, or correct the violations she reported – information that Plaintiff had reasonable cause to believe disclosed violations of

state and federal statutes and regulations. Specifically, on or about April 25, 2025, Plaintiff reported unsafe working conditions at the facility, including excessive heat and a non-functioning air conditioning system, which she had reasonable cause to believe violated Labor Code §§6400 and 6403 and the regulations of the Division of Occupational Safety and Health. In or about April 2025, Plaintiff reported that coworkers were playing videos of a sexual and/or violent nature in the employee break room, which she had reasonable cause to believe violated FEHA. In or about May 2025, Plaintiff reported that Lead Phlebotomists Sharon Preciado and Moneesha Spells were bypassing required donor screening protocol by prioritizing returning donors over new donors, which Plaintiff had reasonable cause to believe violated federal and state regulations governing the collection of source plasma and the protection of donor health.

238. Plaintiff's disclosures were a contributing factor in the adverse employment actions Defendants took against her.

239. Plaintiff's complaints regarding Defendants' unlawful behavior was a substantial factor in Defendants' adverse employment actions towards Plaintiff.

240. As a result of the above, Plaintiff suffered emotional distress, mental stress and upset, and similar emotional injuries.

241. As a proximate result of Defendants' willful, knowing and intentional retaliatory actions against Plaintiff, Plaintiff has lost employment earnings and benefits, past and future, according to proof.

242. As a proximate result of the above-mentioned retaliatory actions Plaintiff has suffered emotional distress, physical and mental injuries and general damages, past and future, in a sum according to proof.

243. As a proximate result of the above-mentioned retaliatory actions, Plaintiff has incurred and will continue to incur attorneys' fees and costs, recoverable pursuant to Labor Code §1102.5(j). Plaintiff is further entitled to a civil penalty of up to ten thousand dollars ($10,000) per violation pursuant to Labor Code §1102.5(f).

244. Defendants have committed the acts herein alleged maliciously and oppressively, with the wrongful intention of injuring Plaintiff, with an improper and intentional motive

amounting to malice and conscious disregard of Plaintiff's rights. Accordingly, Plaintiff requests the assessment of punitive damages against Defendants, in an amount appropriate to punish and make an example of them.

FOURTEENTH CAUSE OF ACTION

RETALIATION

in violation of Government Code §12940(h)

(By Plaintiff Against All Defendants)

245. Plaintiff incorporates by reference and realleges each and every allegation contained above, as though fully set forth herein.

246. At all times herein mentioned, Government Code §12940(h) was in full force and effect and was binding on Defendants. That section makes it unlawful for an employer to discharge, expel, or otherwise discriminate against any person because the person has opposed any practice forbidden under FEHA. Government Code §12940(m)(2) further makes it unlawful for an employer to retaliate or otherwise discriminate against a person for requesting a reasonable accommodation for a disability, regardless of whether the request was granted.

247. Plaintiff also raised concerns to Defendants about coworkers engaging in unethical and inappropriate behavior in the workplace. Such behavior was especially offensive to Plaintiff as a victim of domestic violence.

248. Plaintiff engaged in activity protected by Government Code §12940(h) and (m)(2) by repeatedly requesting reasonable accommodations for her disability, by submitting supporting medical documentation and her physician's accommodation letter, by following up with Defendants' Human Resources Department, and by complaining that Defendants were failing to accommodate her disability and were subjecting her to a hostile work environment.

249. On multiple occasions, Plaintiff requested that Defendants comply with their obligations under the law and provide her with reasonable accommodations and a violence-free environment.

250. Instead of providing Plaintiff with reasonable accommodations and a safe workplace environment, Defendants engaged in retaliatory and discriminatory conduct towards Plaintiff.

251. After Plaintiff complained about the lack of accommodations, inappropriate workplace behavior, and discriminatory treatment, Defendants subjected Plaintiff to adverse employment action; first by ignoring and dismissing her concerns, and then by retaliating against her through placing her on an indefinite, unprotected leave and then administratively separating from her.

252. Plaintiff's complaints regarding Defendants' unlawful behavior was a substantial factor in Defendants' adverse employment actions towards Plaintiff.

253. As a result of the above, Plaintiff suffered emotional distress, mental stress and upset, and similar emotional injuries.

254. As a proximate result of Defendants' willful, knowing and intentional retaliatory actions against Plaintiff, Plaintiff has lost employment earnings and benefits, past and future, according to proof.

255. As a proximate result of the above-mentioned retaliatory actions Plaintiff has suffered emotional distress, physical and mental injuries and general damages, past and future, in a sum according to proof.

256. As a proximate result of the above-mentioned retaliatory actions, Plaintiff has incurred and will continue to incur attorneys' fees and costs, recoverable pursuant to Government Code §12965(c)(6).

257. Defendants have committed the acts herein alleged maliciously and oppressively, with the wrongful intention of injuring Plaintiff, with an improper and intentional motive amounting to malice and conscious disregard of Plaintiff's rights. Accordingly, Plaintiff requests the assessment of punitive damages against Defendants, in an amount appropriate to punish and make an example of them.

FIFTEENTH CAUSE OF ACTION

WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY

in violation of Cal. Gov. Code §12940(h) and Labor Code §1102.5 and 6310

(By Plaintiff Against All Defendants)

258. Plaintiff incorporates by reference and realleges each and every allegation contained

above, as though fully set forth herein.

259. At all times herein mentioned, California Labor Code §1102.5, was in full force and effect and were binding on Defendants. This section makes it unlawful for Defendants to retaliate against an employee for reporting an illegal act either to a governmental entity, and/or a supervisor or manager within the workplace.

260. At all times herein mentioned, California Government Code §12940, was in full force and effect and were binding on Defendants. These sections require Defendants to refrain from retaliating and discriminating against an employee for reporting and/or complaining about unlawful conduct of Defendants in violation of FEHA.

261. At all times mentioned herein, the California Labor Code §6310, was in full force and effect and was binding on Defendants. This section requires Defendants to refrain from discharging or discriminating against an employee for reporting and/or complaining about unlawful conduct of Defendants regarding workplace safety and health.

262. During Plaintiff's employment with Defendant, Plaintiff made multiple legitimate requests to Defendants for reasonable accommodations, which Defendants refused to provide.

263. Plaintiff also raised concerns to Defendants about coworkers engaging in unethical and inappropriate behavior in the workplace. Such behavior was especially offensive to Plaintiff as a victim of domestic violence.

264. Despite Plaintiff's numerous legitimate complaints, Defendants disregarded Plaintiff's complaints each time and continued to engage in unlawful violations.

265. Following Plaintiff's repeated complaints of Defendants' violations, Defendants subjected Plaintiff to adverse employment actions; first by ignoring and dismissing her concerns, and then by retaliating against her through placing her in unprotected leave, and finally by administratively separating from her and wrongfully terminating her.

266. Defendants terminated Plaintiff's employment in retaliation for her exercise of fundamental rights and in violation of fundamental public policies of the State of California that are delineated in constitutional or statutory provisions, that inure to the benefit of the public at large rather than serving merely Plaintiff's personal interest, that were well established at the time of her

discharge, and that are substantial and fundamental. Those public policies include, without limitation: (a) the policy embodied in Government Code §12940 et seq. against disability discrimination, against refusing to accommodate a known disability, and against retaliating against an employee who opposes practices forbidden by FEHA or who requests a reasonable accommodation; (b) the policy embodied in Labor Code §1102.5 protecting employees who disclose information they reasonably believe evidences a violation of a statute, rule, or regulation; and (c) the policy embodied in Labor Code §6310 protecting employees who complain about unsafe or unhealthful working conditions. Specifically, Defendants terminated Plaintiff's employment because she requested accommodations for her disability and because she repeatedly complained about Defendants' violations of the California Labor Code and the Government Code.

267. As a proximate result of Defendant's wrongful termination of Plaintiff, Plaintiff suffered and continues to suffer humiliation, emotional distress, and physical and mental pain and anguish, all to Plaintiff's damage in a sum according to proof.

268. As a result of Defendant's wrongful termination of Plaintiff's employment, Plaintiff has suffered general and special damages in sums according to proof.

269. Defendant's wrongful termination of Plaintiff's employment was done intentionally, in a malicious, fraudulent, oppressive manner entitling Plaintiff to punitive damages.

270. Plaintiff has incurred and continues to incur legal expenses and attorneys' fees, recoverable to the extent permitted by statute, including Government Code §12965(c)(6), Labor Code §1102.5(j), and Code of Civil Procedure §1021.5.

SIXTEENTH CAUSE OF ACTION

VIOLATION OF CAL. LABOR CODE §1198.5

Failure to Timely Produce Personnel File

(By Plaintiff Against All Defendants)

271. Plaintiff incorporates by reference and realleges each and every allegation contained above, as though fully set forth herein.

272. Pursuant to California Labor Code § 1198.5, every current and former employee has the right to inspect and receive a copy of the personnel records that the employer maintains relating

to the employee's performance or to any grievance concerning the employee. Moreover, the employer must make those records available no later than 30 calendar days from the date that the employer receives a written request.

273. On September 17, 2025, Plaintiff submitted a written request for her personnel file to Defendants in accordance with California Labor Code § 1198.5.

274. Defendants failed to produce Plaintiff's personnel file upon her request and only produced it after she retained representation around February 2026, thus in violation of Labor Code § 1198.5.

275. As a direct and proximate result of Defendants' failure to timely permit Plaintiff to inspect and receive a copy of her personnel records, Plaintiff is entitled to recover a penalty of seven hundred fifty dollars ($750.00) pursuant to Labor Code §1198.5(k), to injunctive relief to obtain compliance with Labor Code §1198.5, and to an award of costs and reasonable attorneys' fees pursuant to Labor Code §1198.5(l).

SEVENTEENTH CAUSE OF ACTION

VIOLATION OF CAL. LABOR CODE §§ 2698, ET SEQ.

CIVIL PENALTIES UNDER THE PRIVATE ATTORNEYS GENERAL ACT

(By Plaintiff, on Behalf of Herself, the State of California, and All Aggrieved Employees, Against All Defendants)

276. Plaintiff incorporates by reference and realleges each and every allegation contained above as though fully set forth herein.

277. PAGA authorizes an aggrieved employee, on behalf of herself and other current and former employees, to bring a representative civil action to recover civil penalties for violations of the Labor Code that would otherwise be assessed and collected by the LWDA.

278. Plaintiff is an "aggrieved employee" as defined in Labor Code section 2699(c)(1) in that she was employed by Defendants as an hourly-paid, non-exempt employee and personally suffered each of the Labor Code violations alleged herein during the period prescribed by Labor Code section 2699.3.

279. Plaintiff has satisfied all notice and administrative exhaustion requirements set forth in Labor Code section 2699.3, as alleged above, and is justified as a matter of right in bringing forward this cause of action.

280. Class certification of the PAGA claim alleged herein is not required. (Arias v. Superior Court (2009) 46 Cal.4th 969.) Nor may Plaintiff's representative PAGA claim be stricken or limited on grounds of manageability. (Estrada v. Royalty Carpet Mills, Inc. (2024) 15 Cal.5th 582.)

281. Pursuant to Labor Code sections 2698 et seq. and 2699, Plaintiff seeks to recover civil penalties for which Defendants are liable due to the numerous Labor Code and Wage Order violations set forth in this Complaint, including without limitation:

a. Defendants' failure to comply with the requirements of Labor Code sections 1182.12, 1194, 1197, and 1198, and the applicable IWC Wage Order, to pay at least the minimum wage for every hour worked;

b. Defendants' failure to comply with the requirements of Labor Code sections 510, 1194, 1197, and 1198, and the applicable IWC Wage Order, to accurately pay all overtime and double time wages earned, at the proper regular rate of pay;

c. Defendants' failure to comply with the requirements of Labor Code sections 226.7, 512, and 1198, and Section 11 of the applicable IWC Wage Order, to provide timely, uninterrupted, thirty-minute first and second meal periods;

d. Defendants' failure to comply with the requirements of Labor Code sections 226.7 and 1198 and Section 11 of the applicable IWC Wage Order to pay one hour of premium pay at the employee's regular rate of compensation for each workday on which a compliant meal period was not provided;

e. Defendants' failure to comply with the requirements of Labor Code sections 226.7 and 1198, and Section 12 of the applicable IWC Wage Order, to authorize and permit paid, net ten-minute rest periods;

f. Defendants' failure to comply with the requirements of Labor Code sections 226.7 and 1198 and Section 12 of the applicable IWC Wage Order to pay one hour of

premium pay at the employee's regular rate of compensation for each workday on which a compliant rest period was not authorized and permitted;

g. Defendants' willful and intentional failure to comply with the requirements of Labor Code sections 204 and 210 to pay, without condition and within the time set by the applicable article, all wages, or parts thereof, earned during employment;

h. Defendants' failure to comply with the requirements of Labor Code sections 201 and 202 to timely pay all wages due to separated employees, and Defendants' willful failure to pay such wages within the meaning of Labor Code section 203;

i. Defendants' knowing and intentional failure to provide accurate, compliant itemized wage statements in violation of Labor Code section 226 and the applicable IWC Wage Order;

j. Defendants' failure to maintain and preserve required time and payroll records in violation of Labor Code sections 226, 1174, and 1175, and Section 7 of the applicable IWC Wage Order;

k. Defendants' failure to indemnify and reimburse necessary business expenditures in violation of Labor Code section 2802;

l. Defendants' failure to pay sick leave at the proper rate and retaliation for use of paid sick leave in violation of Labor Code sections 246(i), 246(l), and 246.5 (c);

m. Failure to provide the required information at the time of hiring in violation of Labor Code section 2810.5 and 2810.5(b);

n. Failure to post and provide required notices as required by Section 21 of Wage Order No. 5-2001, Labor Code sections 1183(d), 247, 6408, and 1207;

o. Failure to provide a safe and healthful place of employment in violation of Labor Code sections 6300, 6400, 6401, 6401.7, 6402, 6403, 6404, and the California Code of Regulations, title 8, sections 3203 and 3396; and

p. Retaliation and adverse action for protected activity in violation of Labor Code sections 98.6, 232.5, 246.5, 1102.5, 6310, and 6311.

282. Plaintiff seeks civil penalties for Defendants' violations of those Labor Code provisions for which a civil penalty is specifically provided, including but not limited to the following:

a. Pursuant to Labor Code section 210, for willful and intentional violations of Labor Code section 204, a civil penalty of one hundred dollars ($100) for each failure to pay each employee for any initial violation, and two hundred dollars ($200) for each failure to pay each employee for each subsequent, willful, or intentional violation, plus twenty-five percent of the amount unlawfully withheld;

b. Pursuant to Labor Code section 558(a), for violations of any provision regulating hours and days of work in any order of the IWC, including Labor Code sections 510 and 512, a civil penalty of fifty dollars ($50) for each initial violation for each underpaid employee for each pay period for which the employee was underpaid, and one hundred dollars ($100) for each subsequent violation for each underpaid employee for each pay period for which the employee was underpaid;

c. Pursuant to Labor Code section 1174.5, for violations of Labor Code section 1174(d), a civil penalty of five hundred dollars ($500);

d. Pursuant to Labor Code section 1197.1, for payment of a wage less than the minimum fixed by an order of the commission or by statute, a civil penalty of one hundred dollars ($100) for each underpaid employee for each pay period for which the employee is underpaid for any initial violation that is intentionally committed, and two hundred fifty dollars ($250) for each underpaid employee for each pay period for which the employee is underpaid for each subsequent violation of the same offense, regardless of whether the initial violation was intentionally committed; and

e. Pursuant to Labor Code section 1199, for violations of Labor Code sections 1174, 1197, and 1198 and the applicable IWC Wage Order, the civil penalties provided therein.

283. For all violations of the Labor Code alleged herein for which no civil penalty is specifically provided, Plaintiff seeks civil penalties pursuant to Labor Code section 2699(f)(2) in the amount of one hundred dollars ($100) for each aggrieved employee per pay period, and, where within the five years preceding the alleged violation the LWDA or any court issued a finding or determination to Defendants that the policy or practice giving rise to the violation was unlawful, or where the Court determines that Defendants' conduct giving rise to the violation was malicious, fraudulent, or oppressive, two hundred dollars ($200) for each aggrieved employee per pay period.

284. Plaintiff further alleges that Defendants' violations of Labor Code section 226 were knowing and intentional and included the failure to furnish accurate wage statements, and that Defendants' violations of Labor Code section 204 were willful and intentional, such that the reduced and limited civil penalties provided by Labor Code section 2699(f) for violations of Labor Code sections 226(a) and 204 do not apply. In addition, Plaintiff's claims for civil penalties under Labor Code sections 201, 202, and 203 are pleaded independently of, and are not derivative of, the underlying unpaid wage violations alleged herein.

285. Plaintiff further alleges that Defendants did not take all reasonable steps to be in compliance with the Labor Code provisions identified herein, either before receiving Plaintiff's PAGA notice or within sixty days thereafter, and that no reduction or cap on civil penalties under Labor Code section 2699(g) is warranted.

286. Pursuant to Labor Code section 2699(m), civil penalties recovered in this action shall be distributed sixty-five percent (65%) to the LWDA for enforcement of labor laws and education of employers and employees about their rights and responsibilities under the Labor Code, and thirty-five percent (35%) to the Aggrieved Employees.

287. Pursuant to Labor Code section 2699(l)(1) and (2), Plaintiff will provide the LWDA with a copy of this Complaint within ten days of filing and will submit any proposed settlement of this action to the LWDA at the time it is submitted to the Court for approval.

288. Pursuant to Labor Code section 2699, Plaintiff and the Aggrieved Employees are further entitled to an award of reasonable attorneys' fees, costs, and interest.

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PRAYER FOR RELIEF

WHEREFORE, Plaintiff pray judgment against Defendants, and each of them, as follows:

Class Certification

1. That this action as to causes of action 1 through 8 be certified as a class action;
2. That Plaintiff be appointed as the representative of the Class;
3. That Plaintiff be appointed as the representative of the Subclasses; and
4. That counsel for Plaintiff be appointed as counsel for the Class and Subclasses.

On the First Cause of Action

(Class Action - Unpaid Minimum Wages)

1. For the unpaid balance of the full amount of any minimum wages, and regular wages owed, as well as interest thereon,
2. Penalties according to statute,
3. Liquidated damages,
4. Reasonable attorneys' fees, and costs of suit;
5. For interest and
6. For such other and further relief as the Court deems proper.

On the Second Cause of Action

(Class Action - Unpaid Overtime)

1. For the unpaid balance of the full amount of any overtime wages owed, as well as interest thereon,
2. Penalties according to statute,
3. Liquidated damages,
4. Reasonable attorneys' fees, and costs of suit;
5. For interest and
6. For such other and further relief as the Court deems proper.

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On the Third Cause of Action

(Class Action - Unpaid Meal Period Premiums)

1. For one (1) hour of premium pay for each day in which a required meal period was not lawfully provided;

2. For reasonable attorneys' fees and costs pursuant to statute; and

3. For such other and further relief as the Court deems proper.

On the Fourth Cause of Action

(Class Action - Unpaid Rest Period Premiums)

1. For one (1) hour of premium pay for each day in which a required rest period was not lawfully authorized and permitted; and

2. For reasonable attorneys' fees and costs pursuant to statute; and

3. For such other and further relief as the Court deems proper.

On the Fifth Cause of Action

(Class Action - Untimely Final Wages)

1. For unpaid wages;

2. For penalties pursuant to Labor Code §203;

3. For interest;

4. For reasonable attorneys' fees and costs pursuant to statute; and

5. For such other and further relief as the Court deems proper.

On the Sixth Cause of Action

(Class Action - Failure to Provide Accurate Wage Statements)

1. For statutory penalties, including penalties pursuant to Labor Code section 226;

2. For reasonable attorneys' fees and costs; and

3. For such other and further relief as the Court deems proper;

On the Seventh Cause of Action

(Class Action - Unfair Competition)

1. That Defendants, jointly and/or severally, pay restitution and/or disgorgement of sums to Plaintiff and Class Members for the Defendants' past failure to pay overtime and regular

wages, for Defendants' past failure to reimburse necessary expenses, and for premium wages for meal and rest periods that were not provided to Plaintiff and Class Members over the last four (4) years in an amount according to proof;

2. For reasonable attorneys' fees that Plaintiff and Class Members are entitled to recover under California Code of Civil Procedure §1021.5 and Labor Code section 1194;

3. For pre-judgment interest on any unpaid overtime wages due from the day that such amounts were due;

4. For costs of suit incurred herein that Plaintiff and Class Members are entitled to recover under the Labor Code; and

5. For such other and further relief as the Court deems proper.

On the Eighth Cause of Action

(Class Action - Failure to Reimburse Necessary Business Expenses)

1. For unreimbursed sums;

2. For reasonable attorneys' fees and costs pursuant to statute;

3. For interest; and

4. For such other and further relief as the Court deems proper.

On the Ninth Through Sixteenth Causes of Action

(Individual Action)

1. For general damages in excess of the jurisdictional minimum of this Court and according to proof, including without limitation for lost wages, back pay, front pay, loss of benefits and other compensation, mental and emotional distress and pain and suffering;

2. For compensatory damages in excess of the jurisdictional minimum of this Court and according to proof, including without limitation lost wages and other economic losses;

3. For punitive damages;

4. For special damages according to proof;

5. For all applicable injunctive relief allowed by law;

6. For all applicable statutory and civil penalties allowed by law, including a civil penalty of up to ten thousand dollars ($10,000) per violation pursuant to Labor Code §1102.5(f)

and a penalty of seven hundred fifty dollars ($750.00) pursuant to Labor Code §1198.5(k);

7. For reasonable attorneys' fees pursuant to statute, as applicable, including Government Code §12965(c)(6), Labor Code §§1102.5(j) and 1198.5(l), and Code of Civil Procedure §1021.5;

8. For costs and expenses of suit incurred herein;

9. For prejudgment interest on all amounts claimed; and

10. For any other and further relief that the Court considers proper.

On the Seventeenth Causes of Action

(Plaintiff, on behalf of herself, the State of California, and all other Aggrieved Employees)

1. For civil penalties according to proof pursuant to Labor Code sections 2698 et seq. and 2699, including section 2699(f), for each of the violations specified above;

2. For civil penalties pursuant to Labor Code sections 210, 246, 246.5, 247, 558, 1174.5, 1197.1, 2810.5, 1199, 6408, 6410, 3396, 1102.5, 98.6, 6310, 232.5, and 246.5;

3. For injunctive relief to prevent the continuation of Defendants' unlawful policies and practices, as authorized by Labor Code section 2699;

4. For an order that civil penalties be distributed sixty-five percent (65%) to the Labor and Workforce Development Agency and thirty-five percent (35%) to the Aggrieved Employees, as provided by Labor Code section 2699(m);

5. For interest at the legal rate pursuant to California Civil Code sections 3287 and 3288, and any other applicable provision providing for prejudgment interest;

6. For reasonable attorneys' fees, expenses, and costs under Labor Code section 2699, subdivision (g)(1), and/or Code of Civil Procedure section 1021.5, and/or any other applicable provisions providing for attorneys' fees and costs; and

7. For such other and further relief as the Court deems just and proper.

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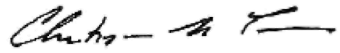
DEMAND FOR JURY TRIAL

Plaintiff, individually and on behalf of the Class and Subclasses, respectfully demand a jury trial in this matter.

Respectfully submitted,

Dated: October 13, 2026

EMPLAW, LLP



Christina M. Lucio, Esq.
Mitchell J. Murray, Esq.

Attorneys for Plaintiff
CYNTHIA QUINTANA, individually, and on behalf of herself and all others similarly situated