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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

CONCEPCION PORTILLO, as an
individual and on behalf of all others
similarly situated,

Plaintiff,

vs.

FUJIFILM IRVINE SCIENTIFIC, INC., a
California corporation; and DOES 1
through 100, inclusive,

Defendants.

YASMINE VILLA, individually and on
behalf of other similarly situated
employees,

Plaintiff

vs.

FUJIFILM IRVINE SCIENTIFIC, INC.;
and DOES 1 through 25, inclusive,

Defendants.

Case No.: 30-2024-01416987-CU-OE-CXC
Consolidated with Case Nos. 30-2024-01447990-
CU-OE-CXC and 30-2024-01449400-CU-OE-CXC

*[Assigned for all purposes to the Hon. David A.
Hoffer, Dept. CX-103]*

**CONSOLIDATED CLASS AND
REPRESENTATIVE ACTION COMPLAINT:**

- (1) **FAILURE TO PAY ALL MINIMUM
WAGES OWED (LABOR CODE §§ 1194,
1197, AND 1197.1);**
- (2) **FAILURE TO PAY ALL OVERTIME
WAGES OWED (LABOR CODE §§ 510
AND 1198);**
- (3) **FAILURE TO PROVIDE MEAL PERIODS
(LABOR CODE §§ 226.7, 512, 558);**
- (4) **FAILURE TO AUTHORIZE AND PERMIT
REST PERIODS (LABOR CODE §§ 226.7,
516);**
- (5) **FAILURE TO TIMELY PAY WAGES
DURING EMPLOYMENT (LABOR CODE
§§ 204 AND 210);**
- (6) **FAILURE TO PROVIDE ACCURATE,
ITEMIZED WAGE STATEMENTS
(LABOR CODE § 226 *et seq.*);**

YASMINE VILLA, individually, and on
behalf Aggrieved Employees pursuant to
California Private Attorneys General Act,

Plaintiff,

vs.

FUJIFILM IRVINE SCIENTIFIC, INC.,
a California corporation; and DOES 1
through 100,

Defendants.

(7) **FAILURE TO INDEMNIFY ALL
NECESSARY BUSINESS EXPENDITURES
(LABOR CODE § 2802);**

(8) **FAILURE TO PAY ALL WAGES OWED
UPON TERMINATION (LABOR CODE §§
201-203);**

(9) **UNFAIR COMPETITION (BUS & PROF
CODE § 17200 *et seq.*);**

(10) **CIVIL PENALTIES UNDER THE
PRIVATE ATTORNEYS GENERAL ACT
(LABOR CODE § 2698 *et seq.*);**

(11) **VIOLATION OF 15 U.S.C. §§
1681b(b)(2)(A) (FAIR CREDIT
REPORTING ACT); and**

(12) **VIOLATION OF CALIFORNIA CIVIL
CODE §§ 1786, *et seq.* (INVESTIGATIVE
CONSUMER REPORTING AGENCIES
ACT);**

**DEMAND FOR JURY TRIAL
UNLIMITED CIVIL CASE**

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Attorneys for Plaintiff CONCEPCION PORTILLO

1 Plaintiffs Concepcion Portillo (“Portillo”) and Yasmine Villa (“Villa” (Portillo and Villa
2 collectively referred to herein as “Plaintiffs”), on behalf of themselves and all others similarly
3 situated, hereby brings this Consolidated Class and Representative Action Complaint (“CC”)
4 against Fujifilm Irvine Scientific, Inc., a California corporation, and DOES 1 to 100, inclusive
5 (collectively “Defendants”), and on information and belief alleges as follows:

6 **JURISDICTION**

7 1. Plaintiffs, on behalf of themselves and all others similarly situated, hereby bring
8 this CC for recovery of unpaid wages and penalties under California Business and Professions
9 Code § 17200 *et. seq.*, Labor Code §§ 201-204, 218 *et seq.*, 226 *et seq.*, 226.7, 510, 512, 516,
10 558, 1194, 1197, 1197.1, 2698 *et seq.*, 2800, 2802, Industrial Welfare Commission Wage Order
11 1 (the “Wage Order 1”), California Civil Code § 1786, *et seq.* and 15 U.S.C. § 1681b(b)(2)A) in
12 addition to seeking declaratory relief and restitution. This CC is brought pursuant to California
13 Code of Civil Procedure § 382. This Court has jurisdiction over Defendants’ violations of the
14 California Labor Code, Civil Code and Fair Credit Reporting Act because the amount in
15 controversy exceeds this Court's jurisdictional minimum.

16 2. This Court has jurisdiction over this action pursuant to the California Constitution,
17 Article VI, section 10, which grants the superior court “original jurisdiction in all other causes”
18 except those given by statute to other courts. The statutes under which this action is brought do
19 not specify any other basis for jurisdiction.

20 **VENUE**

21 3. Venue is proper in this judicial district pursuant to Cal. Code of Civ. Proc. §§
22 395(a) and 395.5, as at least some of the acts and omissions complained of herein occurred in the
23 County of Orange. Defendants own, maintain offices, transact business, have agent(s) within the
24 County of Orange, and/or otherwise are found within the County of Orange, and Defendants are
25 within the jurisdiction of this Court for purposes of service of process.

26 **PARTIES**

27 4. Plaintiffs are individuals over the age of eighteen (18). At all relevant times herein,
28 Plaintiffs were California residents. During the four years immediately preceding the filing of

1 the lawsuit in this action and within the statute of limitations periods applicable to each cause of
2 action pled herein, Plaintiffs were employed by Defendants as non-exempt employees. Plaintiffs
3 were, and are, victims of Defendants' policies and/or practices complained of herein, lost money
4 and/or property, and have been deprived of the rights guaranteed by Labor Code §§ 201-204, 218
5 *et seq.*, 226 *et seq.*, 226.7, 510, 512, 516, 558, 1194, 1197, 1197.1 2698 *et seq.*, 2800, 2802,
6 Industrial Welfare Commission Wage Order 1 (the "Wage Order 1"), California Civil Code §
7 1786, *et seq.* and 15 U.S.C. § 1681b(b)(2)A), California Business and Professions Code § 17200
8 *et seq.* ("Unfair Competition Law" or "UCL"); and Wage Order 1, which sets employment
9 standards for the Manufacturing Industry, which includes the industry in which Plaintiffs worked
10 for Defendants.

11 5. Plaintiffs are informed and believe, and based thereon allege, that during the four
12 years preceding the filing of the original Complaint and continuing to the present, Defendants did
13 (and continue to do) business as a manufacturer of cell culture media, reagents, and medical
14 devices for researchers and clinicians. Defendants employed Plaintiffs and other, similarly-
15 situated non-exempt employees within Orange County and the state of California and, therefore,
16 were (and are) doing business in Orange County and the State of California.

17 6. Plaintiffs do not know the true names or capacities, whether individual, partner, or
18 corporate, of the defendants sued herein as DOES 1 to 100, inclusive, and for that reason, said
19 defendants are sued under such fictitious names, and Plaintiffs will seek leave from this Court to
20 amend this CC when such true names and capacities are discovered. Plaintiffs are informed, and
21 believe, and based thereon allege, that each of said fictitious defendants, whether individual,
22 partners, or corporate, were responsible in some manner for the acts and omissions alleged herein,
23 and proximately caused Plaintiffs and the Classes (as defined in Paragraph 24) to be subject to
24 the unlawful employment practices, wrongs, injuries and damages complained of herein.

25 7. Plaintiffs are informed, and believe, and thereon allege, that at all times mentioned
26 herein, Defendants were and are the employers of Plaintiffs and all members of the Classes.

27 8. At all times herein mentioned, each of said Defendants participated in the doing
28 of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the

Defendants, and each of them, were the agents, servants, and employees of each and every one of the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned were acting within the course and scope of said agency and employment. Defendants, and each of them, approved of, condoned, and/or otherwise ratified each and every one of the acts or omissions complained of herein.

9. At all times mentioned herein, Defendants, and each of them, were members of and engaged in a joint venture, partnership, and common enterprise, and acting within the course and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further, Plaintiffs allege that all Defendants were joint employers for all purposes of Plaintiffs and all members of the Classes.

GENERAL FACTUAL ALLEGATIONS

10. Plaintiff Portillo, a former non-exempt employee, was employed by Defendants from in or about the year 2022 through on or about January 17, 2024. During her employment with Defendants, Plaintiff Portillo held the job title of Filling Technician in which her duties included, without limitation, filling containers.

11. Plaintiff Villa worked for Defendants from approximately December 2021 through approximately October 2023 as a Liquid Technician. Defendants jointly and severally employed Plaintiff Villa. Plaintiff Villa performed various duties for Defendants including, among other things, handling sterilization duties

12. During her employment with Defendants, Plaintiff Portillo was generally scheduled to work Monday through Friday from 5:00 a.m. to 1:30 p.m. Defendants required her to clock in and out by logging in with her fingerprint to a timekeeping system that kept track and record of her time worked. Plaintiff Portillo frequently worked 8-10 hour shifts.

13. Plaintiffs are informed and believe, and thereon allege, that Defendants engaged in a pattern and practice of wage abuse against their hourly-paid and/or non-exempt employees. This pattern and practice of wage abuse involved, *inter alia*, requiring Plaintiffs and the other Class Members to work off-the-clock without compensation, failing to properly pay wages for all hours worked, failing to provide all meal and rest breaks to which they were entitled and failing

1 to pay meal and rest break premiums when due, failing to timely pay wages during employment
2 and upon termination of employment, failing to provide accurate wage statements, failing to
3 reimburse necessary business-related expenses, and failing to adhere to other related protections
4 afforded by the California Labor Code and the applicable IWC Wage Order.

5 14. Defendants knew or should have known that they had a duty to compensate
6 Plaintiffs and the other Class Members pursuant to California law. Defendants had the financial
7 ability to pay such compensation, but willfully, knowingly, and intentionally failed to do so to
8 increase Defendants' profits.

9 15. Defendants also failed to provide background check forms which comply with the
10 Fair Credit Reporting Act and Investigative Consumer Reporting Agencies Act to their current
11 and former employees before obtaining employment consumer reports from third parties.

12 16. Throughout Plaintiffs' employment with Defendants, Plaintiffs were not provided
13 all legally required meal periods due to Defendants' meal period policies and practices. Due to
14 the work demands imposed by Defendants, Plaintiffs were often provided with a meal period that
15 was late, interrupted, short, and/or otherwise unlawful. In addition, Defendants had a policy of
16 requiring Plaintiffs and their other non-exempt employees to be at their workstations ready to
17 recommence work 30 minutes after going to lunch. Therefore, Defendants regularly provided
18 short or otherwise unlawful meal periods to Plaintiffs and their non-exempt employees because
19 they were required to cut their 30 minutes short in order to be back at their workstations ready to
20 commence work. Therefore, Defendants failed to provide Plaintiffs and other non-exempt
21 employees with meal periods that were at least a net thirty (30) minutes in duration, resulting in
22 short meal periods. Defendants' policies and practices resulted in the failure by Defendants to
23 provide lawful meal periods.

24 17. Further, Defendants' meal period policies and practices fail to provide Plaintiffs
25 and the other non-exempt employees a second meal period for shifts over 10.0 hours. As a result,
26 when Plaintiffs worked in excess of 10.0 hours, they were not provided with a second 30-minute
27 meal period in violation of California law.

28 //

1 18. Although Plaintiffs were not provided with all legally-compliant meal periods to
2 which they were entitled, Defendants failed to compensate Plaintiffs with the required meal period
3 premium for each workday in which they experienced a meal period violation as mandated by
4 Labor Code § 226.7.

5 19. In addition, throughout Plaintiffs' employment with Defendants, Plaintiffs were
6 not authorized and permitted to take legally required rest periods due to Defendants' unlawful
7 rest period policies and practices. Defendants' rest period policies and practices fail to authorize
8 and permit paid rest periods for every four hours worked, *or major fraction thereof*. Specifically,
9 Defendants required employees to be back at their workstations and ready to recommence within
10 10 minutes of initiating their break. As such, Defendants had a policy and/or practice of requiring
11 Plaintiffs and their other non-exempt employees to return from their rest periods before the full
12 10 minutes had elapsed and be at their workstations ready to recommence work. As a result,
13 Plaintiffs and other non-exempt employees were not authorized and permitted to take rest breaks
14 of at least net ten minutes in violation of California law.

15 20. On those occasions when Plaintiffs were not authorized and permitted to take all
16 legally-compliant rest periods to which they were entitled, Defendants failed to compensate
17 Plaintiffs with the required rest period premium for each workday in which they experienced a
18 rest period violation as mandated by Labor Code § 226.7.

19 21. Defendants also failed to reimburse Plaintiffs and other non-exempt employees for
20 necessary business expenses incurred during the relevant time period. Specifically, Defendants
21 required Plaintiffs to use their personal cellular phone for business purposes. Accordingly,
22 despite Plaintiffs and the other non-exempt employees being required to use their personal cellular
23 phones, Defendants did not reimburse Plaintiffs or other non-exempt employees for all necessary
24 expenditures or losses incurred by the employee in direct consequence of the discharge of their
25 duties, or of their obedience to the directions of the employer in violation of California law.

26 22. As a result of Defendants' failure to pay all minimum and overtime wages owed,
27 meal period premium wages and rest period premium wages, Defendants maintained inaccurate
28 payroll records and issued inaccurate wage statements to Plaintiffs.

23. As a further result of Defendants' failure to pay all minimum and overtime wages owed, meal and rest period premium wages, Defendants failed to provide pay Plaintiffs all wages owed to them upon their separation of employment with Defendants.

CLASS ACTION ALLEGATIONS

24. **Class Definitions:** Plaintiffs bring this action on behalf of themselves and the following Classes pursuant to § 382 of the Code of Civil Procedure:

- a. The Minimum Wage Class consists of all of Defendants' current and former hourly-paid and/or non-exempt employees who worked for Defendants in the State of California at any time during the period from four years prior to the date of the filing of this lawsuit through final judgment.
- b. The Overtime Wage Class consists of all of Defendants' current and former hourly-paid and/or non-exempt employees who worked for Defendants in the State of California at any time during the period from four years prior to the date of the filing of this lawsuit through final judgment
- c. The Meal Period Class consists of all of Defendants' current and former non-exempt employees who worked at least one shift in excess of 5.0 hours, during the four years immediately preceding the filing of the lawsuit through final judgment.
- d. The Rest Period Class consists of all of Defendants' current and former non-exempt employees in California who worked at least one shift in excess of 3.5 hours during the four years immediately preceding the filing of the lawsuit through final judgment.
- e. The Wage Statement Class consists of all members of the: (i) Minimum Wage Class; (ii) Overtime Wage Class; (iii) Meal Period Class; and/or (iv) Rest Period Class during the one year immediately preceding the filing of the lawsuit through final judgment.
- f. The Waiting Time Penalty Class consists of all members of the: (i) Minimum Wage Class; (ii) Overtime Wage Class; (iii) Meal Period Class; and/or (iv) Rest

Period who separated their employment with Defendants during the three years immediately preceding the filing of the lawsuit through final judgment.

g. The Reimbursement Class consists of all of Defendants' current and former non-exempt employees who worked in California and used their personal cellular phone in connection with the discharge of their work duties, during the four years immediately preceding the filing of the lawsuit through final judgment;

h. The UCL Class consists of members of (i) Meal Period Class, (ii) Rest Period; (iii) Wage Statement Class; (iv) Waiting Time Penalty Class; and/or (v) Reimbursement Class during the four years immediately preceding the filing of the lawsuit through final judgment.

i. The FCRA/ICRAA Class consists of all prospective, current and former hourly-paid and/or non-exempt employees of Defendants in the State of California on whom Defendants ran background check(s) at any time during the period from five years prior to the date of the filing of this lawsuit until final judgment.

25. Plaintiffs reserve the right under Rule 3.765(b) of the California Rules of Court, to amend or modify the description of the various classes with greater specificity or further division into subclasses or limitation to particular issues.

26. **Numerosity/Ascertainability:** The members of the Classes are so numerous that joinder of all members would be unfeasible and not practicable. The membership of the Classes is unknown to Plaintiffs at this time; however, it is estimated that the members of the Classes number greater than three hundred (300) individuals. The identity of such membership is readily ascertainable via inspection of Defendants' employment records.

27. **Common Questions of Law and Fact Predominate/Well Defined Community of Interest:** There are common questions of law and fact as to Plaintiffs and all other similarly situated employees, which predominate over questions affecting only individual members. Those common questions include, without limitation:

i. Whether Defendants had a policy and practice of failing to pay minimum wages to Plaintiffs and the other Class Members for all hours worked;

- 1 ii. Whether Defendants had a policy and practice of failing to pay overtime wages to
2 Plaintiffs and the other Class Members for all hours worked;
- 3 iii. Whether Defendants provided all legally compliant meal periods to members of
4 the Meal Period Class pursuant to Labor Code §§ 226.7 and 512;
- 5 iv. Whether Defendants authorized and permitted all legally compliant rest periods to
6 members of the Rest Period Class pursuant to Labor Code §§ 226.7 and 516;
- 7 v. Whether Defendants failed to pay their hourly-paid and/or non-exempt employees
8 in the State of California for all hours worked, and for all missed, short, late, and/or
9 interrupted meal periods and rest breaks;
- 10 vi. Whether Defendants failed to timely pay all wages due to Plaintiffs and the other
11 Class Members during their employment or at the time of termination;
- 12 vii. Whether Defendants' failure to pay wages, without abatement or reduction, in
13 accordance with the California Labor Code, was willful;
- 14 viii. Whether Defendants properly reimbursed the members of the Reimbursement
15 Class for all necessary business expenses incurred;
- 16 ix. Whether Defendants furnished legally compliant wage statements to members of
17 the Wage Statement Class pursuant to Labor Code § 226;
- 18 x. Whether Defendants paid all wages owed to its terminated/separated employees at
19 the time of said termination/separation pursuant to Labor Code §§ 201-203;
- 20 xi. Whether Defendants engaged in unlawful, unfair, illegal, and/or deceptive
21 business practices by and through the wage and hour policies and practices
22 described above, and whether as a result Defendants owe the classes restitution;
- 23 xii. The appropriate amount of damages, restitution, and/or monetary penalties
24 resulting from Defendants' violation of California law;
- 25 xiii. Whether Plaintiffs and the other Class Members are entitled to compensatory
26 damages pursuant to the California Labor Code; and
- 27 xiv. Whether Defendants willfully failed to provide its prospective employees with
28 stand-alone written disclosures before obtaining background reports in compliance

1 with the statutory mandates.

2 28. **Predominance of Common Questions:** Common questions of law and fact
3 predominate over questions that affect only individual members of the Classes. The common
4 questions of law set forth above are numerous and substantial and stem from Defendants' policies
5 and/or practices applicable to each individual class member, such as Defendants' uniform
6 policies/practices. As such, the common questions predominate over individual questions
7 concerning each individual class member's showing as to their eligibility for recovery or as to the
8 amount of their damages.

9 29. **Typicality:** The claims of Plaintiffs are typical of the claims of the Classes because
10 Plaintiffs were employed by Defendants as non-exempt employees in California during the
11 statute(s) of limitations period applicable to each cause of action pled in the lawsuit. As alleged
12 herein, Plaintiffs, like the members of the Classes, were not paid all minimum and overtime wages
13 owed, were not provided with all required meal periods, were not authorized and permitted to
14 take all required rest periods, did not receive meal and rest period premium wages when they
15 were not provided compliant meal periods or not authorized or permitted to take compliant rest
16 periods, were not reimbursed for necessary business expenditures, were not provided accurate,
17 itemized wage statements, were not provided with all wages due upon separation of employment,
18 were not paid timely wages during employment and were subject to Defendants' background
19 check practices and policies.

20 30. **Adequacy of Representation:** Plaintiffs are fully prepared to take all necessary
21 steps to represent fairly and adequately the interests of the members of the Classes. Moreover,
22 Plaintiffs' attorneys are ready, willing and able to fully and adequately represent the members of
23 the Classes and Plaintiffs. Plaintiffs' attorneys have prosecuted and defended numerous wage-
24 and-hour class actions in state and federal courts in the past and are committed to vigorously
25 prosecuting this action on behalf of the members of the Classes.

26 31. **Superiority:** The California Labor Code is broadly remedial in nature and serves
27 an important public interest in establishing minimum working conditions and standards in
28 California. These laws and labor standards protect the average working employee from

1 exploitation by employers who have the responsibility to follow the laws and who may seek to
2 take advantage of superior economic and bargaining power in setting onerous terms and
3 conditions of employment. The nature of this action and the format of laws available to Plaintiffs
4 and members of the Classes make the class action format a particularly efficient and appropriate
5 procedure to redress the violations alleged herein. If each employee were required to file an
6 individual lawsuit, Defendants would necessarily gain an unconscionable advantage since they
7 would be able to exploit and overwhelm the limited resources of each individual plaintiff with
8 their vastly superior financial and legal resources. Moreover, requiring each member of the
9 Classes to pursue an individual remedy would also discourage the assertion of lawful claims by
10 employees who would be disinclined to file an action against their former and/or current employer
11 for real and justifiable fear of retaliation and permanent damages to their careers at subsequent
12 employment. Further, the prosecution of separate actions by the individual class members, even
13 if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications
14 with respect to the individual class members against Defendants herein; and which would
15 establish potentially incompatible standards of conduct for Defendants; and/or legal
16 determinations with respect to individual class members which would, as a practical matter, be
17 dispositive of the interest of the other class members not parties to adjudications or which would
18 substantially impair or impede the ability of the class members to protect their interests. Further,
19 the claims of the individual members of the Classes are not sufficiently large to warrant vigorous
20 individual prosecution considering all of the concomitant costs and expenses attending thereto.
21 As such, the Classes identified in Paragraph 24 are maintainable as a Class under § 382 of the
22 Code of Civil Procedure.

FIRST CAUSE OF ACTION

FAILURE TO PAY ALL MINIMUM WAGES OWED

(BY ALL PLAINTIFFS AGAINST ALL DEFENDANTS)

26 32. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

27 33. California Labor Code sections 1194, 1197, and 1197.1 provide that the minimum
28 wage for employees fixed by the Industrial Welfare Commission is the minimum wage to be paid

1 to employees, and the payment of a wage less than the minimum so fixed is unlawful. Plaintiffs
2 and the other Class Members were frequently suffered or permitted to work “off-the-clock”, such
3 that they were not paid minimum wage for all hours worked.

4 34. Such “off-the-clock” work that Plaintiffs and the other Class Members were
5 suffered and/or permitted to work, and for which Plaintiffs and the other Class Members did not
6 receive minimum wage include, inter alia: answering and responding to necessary, work-related
7 communications and calls in between shifts, during meal periods and/or after clocking out.

8 35. Accordingly, Defendants regularly failed to pay at least minimum wages to
9 Plaintiffs and the other Class Members for all hours they worked in violation of California Labor
10 Code sections 1194, 1197, and 1197.1.

11 36. Defendants knew or should have known that Plaintiffs and the other Class
12 Members were performing such work “off-the-clock” because, among other things, Defendants’
13 management witnessed, authorized, was made aware of, and/or required Plaintiffs and Class
14 Members to perform such work.

15 37. Defendants’ failure to pay Plaintiffs and the other Class Members the minimum
16 wage as required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to
17 those sections, Plaintiffs and the other Class Members are entitled to recover the unpaid balance
18 of their minimum wage compensation, as well as interest, costs, and attorney’s fees.

19 38. Pursuant to California Labor Code section 1194.2, Plaintiffs and the other Class
20 Members are entitled to recover liquidated damages in an amount equal to the wages unlawfully
21 unpaid and interest thereon.

22 **SECOND CAUSE OF ACTION**

23 **FAILURE TO PAY ALL OVERTIME WAGES OWED**

24 **(BY ALL PLAINTIFFS AGAINST ALL DEFENDANTS)**

25 39. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

26 40. California Labor Code section 1198 and the applicable IWC Wage Order provide
27 that it is unlawful to employ persons for extended periods of time without compensating them at
28 a rate of pay either time-and-one-half or two-times that person’s regular rate of pay, depending

on the number of hours worked by the person on a daily and/or weekly basis.

41. Specifically, the applicable IWC Wage Order provides that Defendants were required to pay Plaintiffs and the other Class Members at the rate of time-and-one-half for all hours worked in excess of eight (8) hours in a day, in excess of forty (40) hours in a week, and/or in excess of the first eight (8) hours worked on the seventh consecutive day in a workweek.

42. The applicable IWC Wage Order further provides that Defendants were required to pay Plaintiffs and the other Class Members overtime compensation at a rate of two (2) times their regular rate of pay for all hours worked in excess of twelve (12) hours in a day and/or for all hours worked in excess of eight (8) hours on the seventh consecutive day in a workweek.

43. California Labor Code section 510 codifies the right to overtime compensation at one-and-one half times the regular hourly rate for hours worked in excess of eight (8) hours in a day, in excess of forty (40) hours in a week, and/or in excess of the first eight (8) hours worked on the seventh consecutive day in a workweek, and to overtime compensation at twice the regular hourly rate for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day of work.

44. Plaintiffs and the other Class Members regularly worked in excess of eight (8) hours in a day, in excess of twelve (12) hours in a day, in excess of forty (40) hours in a week, and/or in excess of seven (7) consecutive days in a workweek. However, Defendants did not accurately record Plaintiffs and the other Class Members' actual hours worked and intentionally and willfully failed to pay all overtime wages owed to Plaintiffs and the other Class Members. Defendants' failure to pay correct overtime wages included, inter alia: (a) when the combined total of the off-the-clock work discussed supra and the on-the-clock work exceed the number of hours that trigger the payment of overtime wages under California Labor Code sections 510 and 1198 and/or the applicable IWC Wage Order; (b) when Defendants intentionally, willfully, and/or negligently mischaracterized overtime as straight time; (c) when Defendants assigned more work than could reasonably be completed in a workday or workweek to Plaintiffs and Class Members, but refused to authorize the overtime necessary for them to complete the assigned work; and (d) when Defendants failed to include all required wages and remuneration when calculating setting

1 the overtime rate.

2 45. Defendants' failure to pay Plaintiffs and the other Class Members as outlined
3 above violates California Labor Code sections 510 and 1198 and the applicable IWC Wage Order
4 and is therefore unlawful.

5 46. Pursuant to California Labor Code section 1194, Plaintiffs and the other Class
6 Members are entitled to recover their unpaid overtime compensation, and interest, costs, and
7 attorneys' fees.

8 **THIRD CAUSE OF ACTION**

9 **FAILURE TO PROVIDE MEAL PERIODS**

10 **(BY ALL PLAINTIFFS AGAINST ALL DEFENDANTS)**

11 47. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

12 48. California Labor Code sections 226.7 and 512(a) and the applicable IWC Wage
13 Order govern Plaintiffs and the other Class Members' employment by Defendants.

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

16 50. The applicable IWC Wage Order and California Labor Code section 512(a)
17 provide that an employer may not require, cause, or permit an employee to work for a period of
18 more than five (5) hours per day without providing the employee with an uninterrupted meal
19 period of not less than thirty (30) minutes, except that if the total work period per day of the
20 employee is not more than six (6) hours, the meal period may be waived by mutual consent of
21 both the employer and the employee.

22 51. The applicable IWC Wage Order and California Labor Code section 512(a) further
23 provide that an employer may not require, cause, or permit an employee to work a work period
24 of more than ten (10) hours per day without providing the employee with a second uninterrupted
25 meal period of not less than thirty (30) minutes, except if the total hours worked is no more than
26 twelve (12) hours, the second meal period may be waived by mutual consent of the employer and
27 the employee only if the first meal period was not waived.

28 52. Plaintiffs and the other Class Members who were scheduled to work for shifts no

1 longer than six (6) hours, and who did not waive their legally mandated meal periods by mutual
2 consent, were required to work for periods longer than five (5) hours without an uninterrupted
3 meal period of not less than thirty (30) minutes.

4 53. Plaintiffs and the other Class Members who were scheduled to work for shifts in
5 excess of ten (10) hours but no longer than twelve (12) hours, and who did not waive their legally-
6 mandated meal periods by mutual consent, were required to work for periods longer than ten (10)
7 hours without a second uninterrupted meal period of not less than thirty (30) minutes.

8 54. Defendants intentionally and willfully required Plaintiffs and the other Class
9 Members to work during meal periods and failed to compensate Plaintiffs and the other Class
10 Members for work performed during meal periods. This includes, among other things, requiring
11 Plaintiffs and Class Members to work through their lunch breaks, permitting and/or requiring
12 Plaintiffs and Class Members to take late lunch breaks, permitting and/or requiring Plaintiffs and
13 Class Members to take short lunch breaks, interrupting and/or allowing others to interrupt
14 Plaintiffs and Class Members during their lunch breaks, failing to relieve Plaintiffs and Class
15 Members of all duties during their lunch breaks, and restricting Plaintiffs and Class Members
16 from leaving the premises during their lunch breaks.

17 55. During the relevant time period, Defendants failed to pay Plaintiffs and the other
18 Class Members all meal period premiums due pursuant to California Labor Code section 226.7
19 and 512 and the applicable IWC Wage Order. Defendants failed to include all required wages and
20 remuneration, including non-discretionary commissions, non-discretionary bonuses, and non-
21 discretionary performance pay, when calculating regular rates of pay for meal period premiums
22 and/or merely using straight time pay to calculate regular rates of pay for meal period premiums.

23 56. Defendants' conduct therefore violates the applicable IWC Wage Order and
24 California Labor Code sections 226.7 and 512(a).

25 57. Pursuant to the applicable IWC Wage Order and California Labor Code section
26 226.7(b), Plaintiffs and the other Class Members are entitled to recover from Defendants one
27 additional hour of pay at their regular rate of compensation for each workday that a compliant
28 meal period was not provided as well as interest thereon.

1 58. As a result, Defendants are responsible for paying premium compensation for meal
2 period violations pursuant to Labor Code §§ 226.7, 512, and 558, and the Wage Order 1, including
3 interest thereon, statutory penalties, civil penalties, attorneys' fees and costs of suit.

4 **FOURTH CAUSE OF ACTION**

5 **FAILURE TO AUTHORIZE AND PERMIT REST PERIODS**

6 **(BY ALL PLAINTIFFS AGAINST ALL DEFENDANTS)**

7 59. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

8 60. California Labor Code section 226.7 and the applicable IWC Wage Order govern
9 Plaintiffs and the other Class Members' employment by Defendants.

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

12 62. The applicable IWC Wage Order provides that "[e]very employer shall authorize
13 and permit all employees to take rest periods, which insofar as practicable shall be in the middle
14 of each work period" and that the "rest period time shall be based on the total hours worked daily
15 at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the
16 total daily work time is less than three and one-half (3½) hours."

17 63. Defendants routinely required Plaintiffs and the other Class Members to work
18 three and one-half (3 ½) or more hours without authorizing or permitting a compliant ten (10)
19 minute rest period per each four (4) hour period, or major fraction thereof, worked.

20 64. Moreover, Defendants willfully required, suffered, and permitted Plaintiffs and the
21 other Class Members to work during what should have been their rest periods. Defendants also
22 failed to relieve Plaintiffs and the other Class Members of all duties for ten (10) minutes as
23 required for compliant rest breaks.

24 65. As a result, Plaintiffs worked through rest periods, took late rest periods, took
25 interrupted rest periods, and/or took short rest periods, if at all.

26 66. Pursuant to the applicable IWC Wage Order and California Labor Code section
27 226.7(b), Plaintiffs and the other Class Members were entitled to recover from Defendants one
28 (1) additional hour of pay at their regular hourly rate of compensation for each workday that

compliant rest period(s) were not provided.

67. Defendants had no policy or practice to pay a premium when rest periods were missed, short, late, and/or interrupted, or otherwise failed to comply with California law, and thus Defendants failed to pay Plaintiffs and the other Class Members the full rest period premium due to them in violation of California Labor Code section 226.7 and the applicable IWC Wage Order. Defendants failed to include all required wages and remuneration, including non-discretionary commissions, non-discretionary bonuses, and non-discretionary performance pay, when calculating regular rates of pay for rest period premiums and/or merely using straight time pay to calculate regular rates of pay for rest period premiums.

68. Pursuant to the applicable IWC Wage Order and California Labor Code section 226.7(c), Plaintiffs and the other Class Members are entitled to recover from Defendants one additional hour of pay at their regular rate of compensation for each workday compliant rest period(s) were not provided as well as interest thereon.

69. The foregoing violations create an entitlement to recovery by Plaintiffs and members of the Rest Period Class in a civil action for the unpaid amount of rest period premiums owing, including interest thereon, statutory penalties, civil penalties, attorneys' fees and costs of suit according to California Labor Code §§ 226.7, 516, 558, and Civil Code §§ 3287(b) and 3289.

FIFTH CAUSE OF ACTION

FAILURE TO TIMELY PAY WAGES DURING EMPLOYMENT

(BY ALL PLAINTIFFS AGAINST ALL DEFENDANTS)

70. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

71. California Labor Code section 204 provides that all wages earned by any person in any employment between the 1st and 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and 26th day of the month during which the labor was performed.

72. California Labor Code section 204 provides that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and

the 10th day of the following month.

73. California Labor Code section 204 provides that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.

74. As a result of the violations set forth in detail above (failure to pay overtime, failure to pay minimum wages, meal break violations, and rest break violations), Defendants intentionally and willfully failed to timely pay Plaintiffs and the other Class Members all wages due to them within the period permissible under California Labor Code section 204.

75. Plaintiffs and the other Class Members are entitled to recover all available remedies for Defendants' violations of California Labor Code section 204, including statutory penalties pursuant to California Labor Code section 210(b).

SIXTH CAUSE OF ACTION

FAILURE TO PROVIDE ACCURATE, ITEMIZED WAGE STATEMENTS

(BY ALL PLAINTIFFS AGAINST ALL DEFENDANTS)

76. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

77. At all material times set forth herein, California Labor Code section 226(a) provides that every employer shall furnish each of its employees an accurate itemized wage statement in writing, including, but not limited to, the name and address of the legal entity that is the employer, total hours worked, and all applicable hourly rates.

78. As a result of the violations set forth in detail above (failure to pay overtime, failure to pay minimum wages, meal break violations, and rest break violations), Defendants intentionally and willfully failed to provide Plaintiffs and the other Class Members with complete and accurate wage statements. The deficiencies include, among other things, the failure to state all hours worked, the failure to state the actual gross wages earned, the failure to include meal and rest break premiums, and the failure to include correct rates of pay. Accordingly, Defendants violated California Labor Code 226(a).

79. As a result of Defendants' violation of California Labor Code section 226(a), Plaintiffs and the other Class Members have suffered injury and damage to their statutorily

1 protected rights.

2 80. Specifically, Plaintiffs and the other Class Members have been injured by
3 Defendants' intentional violation of California Labor Code section 226(a) because they were
4 denied both their legal right to receive, and their protected interest in receiving accurate, itemized
5 wage statements under California Labor Code section 226(a). In addition, because Defendants
6 failed to provide the accurate number of total hours worked on wage statements, Plaintiffs and
7 the other Class Members have been prevented by Defendants from determining if all hours
8 worked were paid and the extent of the underpayment. Plaintiffs had to file this lawsuit, and will
9 further have to conduct discovery, reconstruct time records, and perform computations in order
10 to analyze whether in fact Plaintiffs and the other Class Members were paid correctly and the
11 extent of the underpayment, thereby causing Plaintiffs to incur expenses and lost time. Plaintiffs
12 would not have had to engage in these efforts and incur these costs had Defendants provided the
13 accurate number of total hours worked. This has also delayed Plaintiffs' ability to demand and
14 recover the underpayment of wages from Defendants.

15 81. Plaintiffs and the other Class Members are entitled to recover from Defendants the
16 greater of their actual damages caused by Defendants' failure to comply with California Labor
17 Code section 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000)

18 82. Further, Defendants' failures in furnishing Plaintiffs and members of the Wage
19 Statement Class with complete and accurate itemized wage statements resulted in actual injury,
20 as said failures led to, among other things, the non-payment of all earned overtime and/or
21 minimum wages as well as meal and rest period premium wages, and deprived them of the
22 information necessary to identify the discrepancies in Defendants' reported data.

23 83. Defendants' failures create an entitlement to recovery by Plaintiffs and members
24 of the Wage Statement Class in a civil action for all damages and/or penalties pursuant to Labor
25 Code § 226 *et seq.*, including statutory penalties, civil penalties, reasonable attorneys' fees, and
26 costs of suit according to California Labor Code § 226 *et seq.*

FAILURE TO INDEMNIFY ALL NECESSARY BUSINESS EXPENDITURES
(BY ALL PLAINTIFFS AGAINST ALL DEFENDANTS)

85. This cause of action is brought pursuant to Labor Code § 2802, which requires an employer to “indemnify his or her employees for all necessary expenditures or losses incurred by an employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer.”

87. Defendants intentionally and willfully failed to reimburse Plaintiffs and the other Class Members for all necessary business-related expenses and costs. Plaintiffs and the other Class Members are entitled to recover from Defendants their business-related expenses and costs incurred during the course and scope of employment, plus interest accrued from the date on which Plaintiffs and the other Class Members incurred the necessary expenditures at the same rate as judgments in civil actions in the State of California.

**FAILURE TO PAY ALL WAGES OWED UPON TERMINATION
(BY ALL PLAINTIFFS AGAINST ALL DEFENDANTS)**

90. This cause of action is brought pursuant to Labor Code §§ 201-203 which require

an employer to pay all wages immediately at the time of termination of employment in the event the employer discharges the employee or the employee provides at least 72 hours of notice of his/her intent to quit. In the event the employee provides less than 72 hours of notice of his/her intent to quit, said employee's wages become due and payable not later than 72 hours upon said employee's last date of employment.

91. Defendants failed to timely pay Plaintiffs all of their final wages at the time of separation, which include, among other things, minimum and overtime wages and meal period and rest period premium wages. Further, Plaintiffs are informed and believe, and based thereon allege, that as a matter of uniform policy and practice, Defendants continue to fail to pay members of the Waiting Time Penalty Class all earned wages at the end of employment in a timely manner pursuant to the requirements of Labor Code §§ 201-203. Defendants' failure to pay all final wages was willful within the meaning of Labor Code § 203.

92. Defendants' willful failure to timely pay Plaintiffs and the members of the Waiting Time Penalty Class their earned wages upon separation from employment results in a continued payment of wages up to thirty (30) days from the time the wages were due. Therefore, Plaintiffs and members of the Waiting Time Penalty Class are entitled to compensation pursuant to Labor Code § 203, plus reasonable attorneys' fees and costs of suit.

NINTH CAUSE OF ACTION

UNFAIR COMPETITION

(AGAINST ALL DEFENDANTS)

93. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

94. Each and every one of Defendants' acts and omissions in violation of the California Labor Code and/or the applicable IWC Wage Order as alleged in this CC, including but not limited to Defendants' failure and refusal to pay overtime compensation, Defendants' failure and refusal to pay minimum wages, Defendants' failure and refusal to provide required meal periods and/or pay meal period premiums, Defendants' failure and refusal to provide required rest periods and/or pay the required rest break premiums, Defendants' failure and refusal to timely pay wages at the correct rate during employment, Defendants' failure and refusal to

furnish accurate itemized wage statements, Defendants' failure and refusal to reimburse business-related expenses and costs, and Defendants' failure and refusal to timely pay wages upon termination constitutes unfair and unlawful business practices under California Business and Professions Code sections 17200, *et seq.*

95. Defendants' violations of California wage and hour laws constitute unfair and unlawful business practices because, among other things, they were done repeatedly over a significant period of time, and in a systematic manner, to the detriment of Plaintiffs and the other Class Members.

96. Defendants' utilization of these unfair and/or unlawful business practices deprived Plaintiffs and continues to deprive members of the Classes of compensation to which they are legally entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage over Defendants' competitors who have been and/or are currently employing workers and attempting to do so in honest compliance with applicable wage and hour laws.

97. Defendants have avoided payment of overtime wages, minimum wages, meal period premiums, rest period premiums, timely wages at the correct rate of pay, and other benefits as required by the California Labor Code, the California Code of Regulations, and the applicable IWC Wage Order. Further, Defendants have failed to record, report, and pay the correct sums of assessment to the state authorities under the California Labor Code and other applicable regulations.

98. As a result of Defendants' unfair and unlawful business practices, Defendants have reaped unfair and illegal profits during Plaintiffs and the other Class Members' tenure at the expense of Plaintiff, the other Class Members, and members of the public. Defendants should be made to disgorge their ill-gotten gains and to restore them to Plaintiffs and the other Class Members.

99. Defendants' unfair and unlawful business practices entitle Plaintiffs and the other Class Members to seek preliminary and permanent injunctive relief, including but not limited to orders that Defendants account for, disgorge, and restore to Plaintiffs and the other Class Members the wages and other compensation unlawfully withheld from them. Plaintiffs and the

1 other Class Members are entitled to restitution of all monies to be disgorged from Defendants in
2 an amount according to proof at the time of trial.

3 100. Plaintiffs were compelled to retain the services of counsel to file this court action
4 to protect their interests and those of the Classes, to obtain restitution and injunctive relief on
5 behalf of Defendants' current non-exempt employees, and to enforce important rights affecting
6 the public interest. Plaintiffs have thereby incurred the financial burden of attorneys' fees and
7 costs, which they are entitled to recover under Code of Civil Procedure § 1021.5.

8 **TENTH CAUSE OF ACTION**

9 **LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004**

10 **(BY ALL PLAINTIFFS AGAINST ALL DEFENDANTS)**

11 101. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

12 102. PAGA is and was applicable to Defendants' employment of Plaintiffs and
13 Aggrieved Employees.

14 103. PAGA provides that any provision of law under the California Labor Code that
15 provides for a civil penalty, including unpaid wages and premium wages, to be assessed and
16 collected by the LWDA for violations of the California Labor Code may, as an alternative, be
17 recovered through a civil action brought by an aggrieved employee on behalf of themselves and
18 other current or former employees pursuant to the procedures outlined in California Labor Code
19 section 2699.3.

20 104. Pursuant to PAGA, a civil action may be brought by an "aggrieved employee,"
21 who is any person employed by the alleged violator and who suffered the violations alleged.

22 105. Plaintiffs and the other hourly-paid, non-exempt employees are "Aggrieved
23 Employees" as defined by California Labor Code section 2699(c).

24 106. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved
25 employee, including Plaintiffs, may pursue a civil action arising under PAGA after the following
26 requirements have been met:

27 (a) The aggrieved employee shall give written notice by certified mail (hereinafter
28 "Employee's Notice") to the LWDA and the employer of the specific provisions of the

California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations.

(b) The LWDA shall provide notice ("LWDA Response") to the employer and the aggrieved employee by certified mail that it does not intend to investigate the alleged violation within sixty (60) calendar days of the postmark date of the Employee's Notice. Upon receipt of the LWDA Response, or if the LWDA Response is not provided within sixty-five (65) calendar days of the postmark date of the Employee's Notice, the aggrieved employee may commence a civil action pursuant to California Labor Code section 2699 to recover civil penalties in addition to any other penalties to which the employee may be entitled.

107. On August 6, 2024, Plaintiff Portillo notified Defendants via certified mail, and the California Labor and Workforce Development Agency ("LWDA") via e-mail, of Defendants' violations of the California Labor Code and her intent to bring a claim for civil penalties under California Labor Code § 2698 et seq. with respect to violations of the California Labor Code identified in Paragraph 53 (a)-(f). Attached hereto as **Exhibit A** is a true and correct copy of the August 6, 2024, correspondence. Now that sixty-five days have passed from Plaintiff Portillo notifying Defendants of these violations, Plaintiff Portillo has exhausted her administrative requirements for bringing a claim under the Labor Code Private Attorneys General Act with respect to these violations.

108. On October 23, 2024, Plaintiff Villa notified Defendants via certified mail, and the California Labor and Workforce Development Agency ("LWDA") via e-mail, of Defendants' violations of the California Labor Code and her intent to bring a claim for civil penalties under California Labor Code § 2698 et seq. with respect to violations of the California Labor Code identified in Paragraph 53 (a)-(f). Attached hereto as **Exhibit B** is a true and correct copy of the October 23, 2024, correspondence. Now that sixty-five days have passed from Plaintiff Villa notifying Defendants of these violations, Plaintiff Villa has exhausted her administrative requirements for bringing a claim under the Labor Code Private Attorneys General Act with respect to these violations.

1 109. Neither Plaintiff Portillo nor Plaintiff Villa received an LWDA Response within
2 sixty-five (65) calendar days of providing the Employee's Notice.

3 110. Therefore, the administrative prerequisites under California Labor Code section
4 2699.3(a) to recover civil penalties against Defendant, in addition to other remedies for violations
5 of, inter alia, California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a),
6 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 have been satisfied.

7 111. Plaintiffs bring this cause of action on an individual basis and on a representative
8 basis on behalf of other Aggrieved Employees and the State of California, in Plaintiffs' capacity
9 as private attorney generals pursuant to the Private Attorneys General Act of 2004, California
10 Labor Code § 2698, *et seq.*

11 112. PAGA expressly provides for a private right of action to recover civil penalties for
12 violations of the California Labor Code as follows: "*Notwithstanding any other provision of law,*
13 *any provision of this code that provides for a civil penalty to be assessed and collected by the*
14 *Labor and Workforce Development Agency or any of its departments, divisions, commissions,*
15 *boards, agencies, or employees, for a violation of this code, may, as an alternative, be recovered*
16 *through a civil action brought by an aggrieved employee on behalf of himself or herself and other*
17 *current or former employees against whom a violation of the same code provision was committed*
18 *pursuant to the procedures specified in Section 2699.3."* Cal. Lab. Code § 2699(a).

19 113. Whenever the LWDA, or any of its departments, divisions, commissions, boards,
20 agencies, or employees has discretion to assess a civil penalty, a court in a civil action is
21 authorized to exercise the same discretion, subject to the same limitations and conditions, to assess
22 a civil penalty.

23 114. Plaintiffs and the other hourly-paid, non-exempt employees are "aggrieved
24 employees" as defined by California Labor Code section 2699(c).

25 115. Defendants' conduct, as alleged herein, violates numerous sections of the
26 California Labor Code, including, but not limited to, the following:

27 (a) Violation of California Labor Code sections 510 and 1198 for failure to pay
28 overtime wages, as set forth more fully below;

- (b) Violation of California Labor Code sections 1194, 1197, and 1197.1 for failure to pay minimum wages, as set forth more fully below;
- (c) Violation of California Labor Code sections 226.7 and 512(a) for failure to provide legally required meal periods, as set forth more fully below;
- (d) Violation of California Labor Code sections 226.7 and 512(a) for failure to pay required meal period premiums, as set forth more fully below;
- (e) Violation of California Labor Code section 226.7 for failure to provide legally required rest periods, as set forth more fully below;
- (f) Violation of California Labor Code section 226.7 for failure to pay required rest period premiums, as set forth more fully below;
- (g) Violation of California Labor Code section 204 for failure to timely pay wages to Plaintiffs and Aggrieved Employees during employment, as set forth more fully below;
- (h) Violation of California Labor Code sections 201, 202, and 203 for failure to pay all wages at time of discharge from employment, as set forth more fully below;
- (i) Violation of California Labor Code section 226(a) for failure to provide accurate wage statements to Plaintiffs and Aggrieved Employees, as set forth more fully below;
- (j) Violation of California Labor Code section 1174(d) for failure to keep complete and accurate payroll records relating to Plaintiffs and Aggrieved Employees, as set forth more fully below; and
- (k) Violation of California Labor Code sections 2800 and 2802 for failure to reimburse Plaintiffs and Aggrieved Employees for necessary business-related expenses, as set forth more fully below.

116. Pursuant to PAGA, and in particular California Labor Code sections 2699(a), 2699.3, and 2699.5, Plaintiffs, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for Plaintiffs, all Aggrieved Employees, and the State

of California against Defendant for violations of California Labor Code sections set forth herein, including penalties under California Labor Code sections 2699, 558, 210, 1197.1, 226, 226.3, 1174.5, and 1197.1, penalties under the applicable IWC Wage Order, and any and all additional penalties and remedies as provided by the California Labor Code and/or other statutes.

117. Pursuant to California Labor Code section 2699(m), civil penalties recovered by the Aggrieved Employees shall be distributed as follows: sixty-five percent (65%) to the LWDA for the enforcement of labor laws and education of employers and employees about their rights and responsibilities and thirty-five (35%) to the Aggrieved Employees.

118. Plaintiffs retained counsel to file this court action, and to assess and collect the civil penalties owed by Defendants. Plaintiffs therefore seek an award of reasonable attorneys' fees and costs pursuant to California Labor Code sections 210, 218.5, and 2699(g)(1), and any other applicable statute.

Failure to Pay Minimum Wages

119. California Labor Code sections 1194, 1197, and 1197.1 provide that the minimum wage for employees fixed by the IWC Wage Order is the minimum wage to be paid to employees, and the payment of a wage less than the minimum so fixed is unlawful.

120. The applicable IWC Wage Order sets the minimum wage for Plaintiffs and the Aggrieved Employees.

121. Defendants failed to pay minimum wages to Plaintiffs and the Aggrieved Employees for a wide range of off-the-clock work performed prior to clocking-in, during meal periods and/or after clocking-out for their shifts.

122. Accordingly, Defendants regularly failed to pay at least minimum wages to Plaintiffs and the Aggrieved Employees for all hours they worked in violation of California Labor Code sections 1194, 1197, and 1197.1. Defendants' conduct giving rise to these violations was malicious, fraudulent, and/or oppressive within the meaning of PAGA

Failure to Pay Proper Overtime Wages

123. California Labor Code section 510 and the applicable IWC Wage Order require Defendants to pay Plaintiffs and Aggrieved Employees who worked more than eight (8) hours in

a day, more than forty (40) hours in a workweek, and/or seven (7) consecutive days, at the rate of one-and-a-half times their regular rate for all such hours worked.

124. California Labor Code section 510 and the applicable IWC Wage Order further requires Defendants to pay Plaintiffs and Aggrieved Employees who worked more than twelve (12) hours in a day or more than eight (8) hours on the seventh consecutive day, overtime compensation at a rate of two (2) times their regular rate of pay for all such hours worked.

125. During the relevant time period, Plaintiffs and Aggrieved Employees regularly worked in excess of eight (8) hours in a day, in excess of twelve (12) hours in a day, in excess of forty (40) hours in a workweek, and/or for seven (7) or more consecutive days, but Defendants routinely failed to properly account for all such overtime hours and further failed to compensate Plaintiffs and Aggrieved Employees at the correct overtime rates.

126. Defendants' failure to pay correct overtime wages included, inter alia: (a) when the combined total of the off-the-clock work discussed supra and the on-the-clock work exceed the number of hours that trigger the payment of overtime wages under California Labor Code sections 510 and/or the applicable IWC Wage Order; (b) when Defendants intentionally, willfully, and/or negligently mischaracterized overtime as straight time or double time as time-and-a-half; (c) when Defendants assigned more work than could reasonably be completed in a workday or workweek to Plaintiffs and Aggrieved Employees, but refused to authorize the overtime necessary for them to complete the assigned work; and (d) when Defendants failed to include all required wages and remuneration when calculating the overtime rate.

127. Defendants' failure to pay Plaintiffs and Aggrieved Employees proper overtime compensation, as required by California law, violates the provisions of California Labor Code section 510, and is therefore unlawful. Defendants' conduct giving rise to these violations was malicious, fraudulent, and/or oppressive within the meaning of PAGA

Failure to Provide Meal Periods

128. California Labor Code section 226.7 provides that no employer shall require an employee to work during any meal period mandated by an applicable IWC Order.

129. California Labor Code section 512(a) provides that an employer may not require,

1 cause, or permit an employee to work for a period of more than five (5) hours per day without
2 providing the employee with a meal period of not less than thirty (30) minutes, except that if the
3 total work period per day of the employee is not more than six (6) hours, the meal period may be
4 waived by mutual consent of both the employer and the employee.

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

10 131. The applicable IWC Wage Order sets forth the same requirements for meal breaks.

11 132. Plaintiffs and Aggrieved Employees who were scheduled to work for no longer
12 than six (6) hours, and who did not waive their legally mandated meal periods by mutual consent,
13 were required to work for periods longer than five (5) hours without a meal period of not less than
14 thirty (30) minutes.

15 133. Plaintiffs and the Aggrieved Employees who were scheduled to work for more than
16 six (6) hours were required to work for periods longer than five (5) hours without an uninterrupted
17 meal period of not less than thirty (30) minutes.

18 134. Plaintiffs and the Aggrieved Employees, who were scheduled to work for more than
19 ten (10) hours but no longer than twelve (12) hours, and who did not waive their legally mandated
20 meal periods by mutual consent, were required to work in excess of ten (10) hours without
21 receiving a second uninterrupted meal period of not less than thirty (30) minutes.

22 135. Plaintiffs and the Aggrieved Employees, who were scheduled to work for more than
23 twelve (12) hours, were required to work for periods longer than ten (10) hours without a second
24 uninterrupted meal period of not less than thirty (30) minutes.

25 136. Moreover, when meal breaks were provided, they were often interrupted, cut short,
26 and/or Plaintiffs and the Aggrieved Employees were not relieved of all duties as required by law.

27 137. Such conduct violates California Labor Code sections 226.7 and 512(a) and the
28 applicable IWC Wage Order. Defendants' conduct giving rise to these violations was malicious,

1 fraudulent, and/or oppressive within the meaning of PAGA.

2 **Failure to Pay Compliant Meal Break Premiums**

3 138. California Labor Code section 226.7 provides: "[i]f an employer fails to provide an
4 employee a [meal] period in accordance with a state law, including, but not limited to, an
5 applicable statute or applicable regulation, standard, or order of the Industrial Welfare
6 Commission... the employer shall pay the employee one additional hour of pay at the employee's
7 regular rate of compensation for each workday that the [meal] period is not provided."

8 139. The applicable IWC Wage Order provides: "[i]f an employer fails to provide an
9 employee a meal period in accordance with the applicable provisions of this Order, the employer
10 shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each
11 workday that the meal period is not provided."

12 140. Defendants failed to pay Plaintiffs and Aggrieved Employees meal period
13 premiums due in violation of California Labor Code sections 226.7 and 512 on each day when a
14 complete, timely, and uninterrupted meal period of at least thirty (30) minutes was not provided.

15 141. Moreover, if and when meal break premiums were provided, Defendants failed to
16 incorporate all nondiscretionary payments for work performed by Plaintiffs and the Aggrieved
17 Employees in the regular rate of compensation for purposes of such premiums.

18 142. Defendants' conduct violates the applicable IWC Wage Order and California Labor
19 Code section 226.7. Defendants' conduct giving rise to these violations was malicious, fraudulent,
20 and/or oppressive within the meaning of PAGA

21 **Failure to Provide Rest Breaks**

22 143. California Labor Code section 226.7 provides that no employer shall require an
23 employee to work during any rest period mandated by an applicable IWC Wage Order.

24 144. The applicable IWC Wage Order provides that "[e]very employer shall authorize
25 and permit all employees to take rest periods, which insofar as practicable shall be in the middle
26 of each work period" and that the "rest period time shall be based on the total hours worked daily
27 at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the
28 total daily work time is less than three and one-half (3½) hours.

1 145. Defendants required Plaintiffs and the Aggrieved Employees to work four (4) or
2 more hours without authorizing or permitting a timely ten (10) minute uninterrupted rest period
3 during which time they were relieved of their duties per each four (4) hour period, or major fraction
4 thereof worked.

5 146. Defendants' conduct therefore violates the applicable IWC Wage Order and
6 California Labor Code section 226.7. Defendants' conduct giving rise to these violations was
7 malicious, fraudulent, and/or oppressive within the meaning of PAGA

8 **Failure to Pay Rest Break Premiums**

9 147. California Labor Code section 226.7 provides: "[i]f an employer fails to provide an
10 employee a [rest] period in accordance with a state law, including, but not limited to, an applicable
11 statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the
12 employer shall pay the employee one additional hour of pay at the employee's regular rate of
13 compensation for each workday that the [rest] period is not provided."

14 148. The applicable IWC Wage Order provides: "[i]f an employer fails to provide an
15 employee a rest period in accordance with the applicable provisions of this Order, the employer
16 shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each
17 workday that the rest period is not provided."

18 149. Defendants failed to pay Plaintiffs and Aggrieved Employees required rest break
19 premiums due when compliant rest periods were not provided.

20 150. Moreover, if and when rest break premiums were provided, Defendants failed to
21 incorporate all nondiscretionary payments for work performed by Plaintiffs and the Aggrieved
22 Employees in the regular rate of compensation for purposes of such premiums.

23 151. Defendants' conduct violates the applicable IWC Wage Order and California Labor
24 Code section 226.7. Defendants' conduct giving rise to these violations was malicious, fraudulent,
25 and/or oppressive within the meaning of PAGA

26 **Failure to Timely Pay Wages During Employment**

27 152. California Labor Code section 204 provides that all wages earned by any person in
28 any employment between the 1st and 15th days, inclusive, of any calendar month, other than those

1 wages due upon termination of an employee, are due and payable between the 16th and the 26th
2 day of the month during which the labor was performed. It further provides all wages earned by
3 any person in any employment between the 16th and the last day, inclusive, of any calendar month,
4 other than those wages due upon termination of an employee, are due and payable between the 1st
5 and the 10th day of the following month.

6 153. California Labor Code section 204 provides that all wages earned for labor in
7 excess of the normal work period shall be paid no later than the payday for the next regular payroll
8 period.

9 154. During the relevant time period, Defendants intentionally and willfully failed to
10 pay Plaintiffs and the Aggrieved Employees all wages due to them, within any time period
11 permissible under California Labor Code section 204, including wages for overtime compensation,
12 minimum wage compensation, meal period premiums, and rest period premiums.

13 155. Such conduct violates California Labor Code section 204. Defendants' conduct
14 giving rise to these violations was malicious, fraudulent, and/or oppressive within the meaning of
15 PAGA

16 **Failure to Timely Pay Wages Upon Termination**

17 156. Pursuant to California Labor Code sections 201, 202, and 203, Defendants are
18 required to timely pay all earned and unpaid wages to an employee who is discharged.

19 157. California Labor Code section 201 mandates that if an employer discharges an
20 employee, the employee's wages accrued and unpaid at the time of discharge are due and payable
21 immediately.

22 158. California Labor Code section 202 mandates that if an employee quits, his or her
23 wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the
24 employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the
25 employee is entitled to his or her wages at the time of quitting.

26 159. California Labor Code section 203 provides that if an employer willfully fails to
27 pay, in accordance with California Labor Code sections 201 and 202, any wages of an employee
28 who is discharged or who quits, the wages of the employee shall continue as a penalty from the

1 due date thereof at the same rate until paid or until an action therefore is commenced; but the wages
2 shall not continue for more than thirty (30) days.

3 160. At the time that Plaintiffs and Aggrieved Employees' employment with Defendants
4 ended, Defendants knowingly and willfully failed to pay Plaintiffs and the Aggrieved Employees
5 all wages owed to them pursuant to California Labor Code sections 201 and 202, including,
6 without limitation, overtime wages, minimum wages, and meal and rest period premium wages.

7 161. Such conduct violates California Labor Code sections 201, 202, and 203.
8 Defendants' conduct giving rise to these violations was malicious, fraudulent, and/or oppressive
9 within the meaning of PAGA.

10 **Failure to Provide Complaint Wage Statements**

11 162. California Labor Code section 226(a) provides that every employer shall furnish
12 each of its employees an accurate itemized statement in writing showing (1) gross wages earned,
13 (2) total hours worked by the employee, (3) the number of piece-rate units earned and any
14 applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that
15 all deductions made on written orders of the employee may be aggregated and shown as one item,
16 (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the
17 name of the employee and his or her social security number, (8) the name and address of the legal
18 entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and
19 the corresponding number of hours worked at each hourly rate by the employee.

20 163. Defendants intentionally and willfully failed to provide employees with complete
21 and accurate wage statements. The deficiencies include, among other things, the failure to state all
22 correct rates of pay, all hours worked, all meal period premium wages earned, and all rest period
23 premium wages earned.

24 164. Such conduct violates California Labor Code section 226. Defendants' conduct
25 giving rise to these violations was malicious, fraudulent, and/or oppressive within the meaning of
26 PAGA

27 **Failure to Keep Requisite Payroll Records**

28 165. California Labor Code section 1174(d) requires an employer to keep at a central

1 location in the state or at the plants or establishments at which employees are employed, payroll
2 records showing the hours worked daily by and the wages paid to, and the number of piece-rate
3 units earned by and any applicable piece rate paid to, employees employed at the respective plants
4 or establishments. These records shall be kept in accordance with rules established for this purpose
5 by the commission, but in any case, shall be kept on file for not less than three years.

6 166. Defendants intentionally and willfully failed to keep accurate and complete payroll
7 records showing the hours worked daily and the wages paid to Plaintiffs and the Aggrieved
8 Employees.

9 167. As a result of Defendants' violation of California Labor Code section 1174(d),
10 Plaintiffs and the Aggrieved Employees have suffered injury and damage to their statutorily
11 protected rights.

12 168. More specifically, Plaintiffs and the Aggrieved Employees have been injured by
13 Defendants' intentional and willful violation of California Labor Code section 1174(d) because
14 they were denied both their legal right and protected interest, in having available, accurate and
15 complete payroll records pursuant to California Labor Code section 1174(d). Defendants' conduct
16 giving rise to these violations was malicious, fraudulent, and/or oppressive within the meaning of
17 PAGA

18 **Failure to Reimburse Necessary Business Expenses**

19 169. Pursuant to California Labor Code sections 2800 and 2802, an employer must
20 reimburse its employees for all necessary expenditures incurred by the employee in direct
21 consequence of the discharge of his or her job duties or in direct consequence of his or her job
22 duties or in direct consequence of his or her obedience to the directions of the employer.

23 170. Plaintiff and the Aggrieved Employees incurred necessary business-related
24 expenses and costs that were not fully reimbursed by Defendants.

25 171. Defendants intentionally and willfully failed to reimburse Plaintiff and the
26 Aggrieved Employees for all necessary business-related expenses and costs.

27 172. Such conduct violates California Labor Code sections 2802. Defendants' conduct
28 giving rise to these violations was malicious, fraudulent, and/or oppressive within the meaning of

1 PAGA.

2 **ELEVENTH CAUSE OF ACTION**

3 **FAILURE TO MAKE PROPER DISCLOSURES UNDER THE FAIR CREDIT**
4 **REPORTING ACT**

5 **(BY ALL PLAINTIFFS AGAINST ALL DEFENDANTS)**

6 173. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

7 174. Defendants are "persons" as defined by Section 1681a(b) of FCRA.

8 175. Plaintiffs and the other Class Members are "consumers" within the meaning of
9 Section 1681a(c) of FCRA because they are individuals.

10 176. Section 1681a(d)(1) of FCRA defines a "consumer report" as: "any written, oral, or
11 other communication of any information by a consumer reporting agency bearing on a consumer's
12 credit worthiness, credit standing, credit capacity, character, general reputation, personal
13 characteristics, or mode of living which is used or expected to be used or collected in whole or in
14 part for the purpose of serving as a factor in establishing the consumer's eligibility for...
15 employment purposes." Thus, a credit and/or background report qualifies as a consumer report.

16 177. Section 1681b(b)(2)(a) of FCRA sets forth the "conditions for furnishing and using
17 consumer reports for employment purposes," and provides in relevant part: "Disclosure to
18 consumer. (A) In general Except as provided in subparagraph (B), a person may not procure a
19 consumer report, or cause a consumer report to be procured, for employment purposes with respect
20 to any consumer, unless-- (i) a clear and conspicuous disclosure has been made in writing to the
21 consumer at any time before the report is procured or caused to be procured, in a document that
22 consists solely of the disclosure, that a consumer report may be obtained for employment purposes;
23 and (ii) the consumer has authorized in writing (which authorization may be made on the document
24 referred to in clause (i)) the procurement of the report by that person."

25 178. When Plaintiffs and the other Class Members applied for employment with
26 Defendants, Defendants obtained consumer reports on Plaintiffs and the other Class Members but
27 failed to provide complaint disclosures to Plaintiffs and the other Class Members as required by
28 Section 1681b(b)(2)(a) of FCRA.

1 179. Defendants' conduct in violation of Section 1681b(b)(2)(a) of FCRA was and is
2 willful. Defendants acted in deliberate and reckless disregard of their obligations and the rights of
3 applicants and employees including Plaintiffs and the other Class Members as shown by the facts
4 that: (1) Defendants are large corporations with access to legal advice; and (2) Defendants are
5 sophisticated and employ a significant number of employees.

6 180. As a result of Defendants' illegal procurement of credit and background reports
7 Plaintiffs and the other Class Members have been injured by having their rights to privacy and
8 other protected statutory rights invaded in violation of FCRA.

9 181. Plaintiffs therefore seek all available remedies on their own behalf and on behalf of
10 the class pursuant to 15 U.S.C. section 1681n, including statutory damages and/or actual damages,
11 punitive damages, injunctive relief and attorneys' fees and costs.

12 182. In the alternative to Plaintiffs' allegation that these violations were willful, Plaintiffs
13 alleged that tile violations were negligent, and seek the appropriate remedies, if any, under 15
14 U.S.C. section 1681o, including actual damages and attorneys' fees and costs

15 **TWELFTH CAUSE OF ACTION**

16 **FAILURE TO MAKE PROPER DISCLOSURES UNDER THE INVESTIGATIVE**
17 **CONSUMER REPORTING AGENCIES ACT**
18 **(BY ALL PLAINTIFFS AGAINST ALL DEFENDANTS)**

19 183. Plaintiffs re-allege and incorporate by reference all previous paragraphs

20 184. Defendants are "persons" as defined by Section 1786.2(a) of the Investigative
21 Consumer Reporting Agencies Act (ICRAA").

22 185. Plaintiffs and the other Class Members are "consumers" within the meaning of
23 Section 1786.2(b) of the ICRAA because they are "individuals."

24 186. Section 1786.2(c) of the ICRAA defines the term "investigative consumer report"
25 as "a consumer report in which information on a consumer's character, general reputation, personal
26 characteristics, or mode of living is obtained through any means." Thus, a background check
27 qualifies as an investigative consumer report under ICRAA.

28 187. Section 1768.16(a)(2) of ICRAA provides in relevant part:

"(2) If, at any time, an investigative consumer report is sought for employment purposes other than suspicion of wrongdoing or misconduct by the subject of the investigation, the person seeking the investigative consumer report may procure the report, or cause the report to be made, only if all of the following apply: ...

(B) The person procuring or causing the report to be made provides a clear and conspicuous disclosure in writing to the consumer at any time before the report is procured or caused to be made in a document that consists solely of the disclosure, that:

(i) An investigative consumer report may be obtained.

(ii) The permissible purpose of the report is identified.

(iii) The disclosure may include information on the consumer's character, general reputation, personal characteristics, and mode of living.

(iv) Identifies the name, address, and telephone number of the investigative consumer reporting agency conducting the investigation.

(v) Notifies the consumer in writing of the nature and scope of the investigation requested, including a summary of the provisions of Section 1786.22.

(vi) Notifies the consumer of the Internet Web site address of the investigative consumer reporting agency identified in clause (iv)..."

(C) The consumer has authorized in writing the procurement of the report.

188. Defendants procured investigative consumer reports for its prospective employees as defined in section 1786.2(c) of the ICRAA but failed to comply with Section 1768.16(a)(2).

189. Based upon facts that are likely to have evidentiary support after a reasonable opportunity for investigation and discovery, Plaintiffs allege that Defendants have a policy and practice of failing to provide adequate written disclosures to applicants and employees before procuring background checks or causing background checks to be procured. As described above, pursuant to that policy and practice, Defendants procured background checks or caused background checks to be prepared for Plaintiffs and the other Class Members without first providing a written disclosure in compliance with § 1786.16(a)(2)(B) of the ICRAA, as described

1 above.

2 190. Defendants' conduct in violation of Section 1786.16(a)(2)(13) of the ICRAA was
3 and is willful and/or grossly negligent. Defendants acted in deliberate or reckless disregard for
4 their obligations and the rights of applicants and employees, including Plaintiffs and the other
5 Class Members. Defendants' willful conduct is reflected by, among other things, the following
6 facts: (1) Defendants are large corporations with access to legal advice; and (2) Defendants are
7 sophisticated and employ a significant number of employee.

8 191. As a result of Defendants' illegal procurement of background reports by way of
9 their inadequate disclosures, as set forth above, Plaintiffs and the other Class Members have been
10 injured including, but not limited to, having their privacy and statutory rights invaded in violation
11 of ICRAA.

12 192. Plaintiffs, on their own behalf and on behalf of the other Class Members, seek all
13 available remedies pursuant to Cal. Civ. Code section 1786.50, including statutory damages and/or
14 actual damages, punitive damages and attorneys' fees and costs.

15 193. In the alternative to Plaintiffs' allegations that these violations were willful or
16 grossly negligent, Plaintiffs allege that the violations were negligent and seeks the appropriate
17 remedy, if any, under Cal. Civ. Code 1786.50(a), including actual damages and attorneys' fees and
18 costs

19 **PRAYER**

20 WHEREFORE, Plaintiffs pray for judgment and relief for themselves and for all others
21 on whose behalf this suit is brought against Defendants, jointly and severally, as follows:

22 **Class Certification and Judgment**

- 23 1. That this action be certified as a class action;
- 24 2. That Plaintiffs be appointed as the representatives of the Class;
- 25 3. That counsel for Plaintiffs be appointed as Class Counsel;
- 26 4. That Defendants provide to Class Counsel the names and most current/last
27 known contact information (addresses, e-mails, and telephone numbers) of all
28 Class Members;

- 1 5. Upon the First Cause of Action, that the Court declare, adjudge, and decree that
2 Defendants violated California Labor Code sections 1194, 1197, and 1197.1 by
3 willfully failing to pay minimum wages to Plaintiffs and the other Class
4 Members; For general unpaid wages and such general and special damages as
5 may be appropriate; for statutory wage penalties pursuant to California Labor
6 Code section 1197.1 for Plaintiffs and the other Class Members in the amount as
7 may be established according to proof at trial; for pre-judgment interest on any
8 unpaid compensation from the date such amounts were due; for reasonable
9 attorneys' fees and costs of suit incurred herein pursuant to California Labor
10 Code section 1194(a); for liquidated damages pursuant to California Labor Code
11 section 1194.2; and for such other and further relief as the Court may deem just
12 and proper;
- 13 6. Upon the Second Cause of Action, that the Court declare, adjudge, and decree that
14 Defendants violated California Labor Code sections 510 and 1198 and the
15 applicable IWC Wage Order by willfully failing to pay all overtime wages due to
16 Plaintiffs and the other Class Members; for general unpaid wages at overtime wage
17 rates and such general and special damages as may be appropriate; for pre-
18 judgment interest on any unpaid overtime compensation commencing from the
19 date such amounts were due; for reasonable attorneys' fees and costs of suit
20 incurred herein pursuant to California Labor Code section 1194(a); and for such
21 other and further relief as the Court may deem just and proper;
- 22 7. Upon the Third Cause of Action, that the Court declare, adjudge, and decree that
23 Defendants violated California Labor Code sections 226.7 and 512 and the
24 applicable IWC Wage Order by willfully failing to provide all meal periods
25 (including second meal periods) to Plaintiffs and the other Class Members; for
26 premium wages pursuant to California Labor Code section 226.7(c); for all actual,
27 consequential, and incidental losses and damages, according to proof; for pre-
28 judgment interest on any unpaid wages from the date such amounts were due; for

reasonable attorneys' fees and costs of suit incurred herein; and for such other and further relief as the Court may deem just and proper;

8. Upon the Fourth Cause of Action, that the Court declare, adjudge, and decree that Defendants violated California Labor Code section 226.7 and the applicable IWC Wage Order by willfully failing to provide all rest periods to Plaintiffs and the other Class Members; for premium wages pursuant to California Labor Code section 226.7(c); for all actual, consequential, and incidental losses and damages, according to proof; for pre-judgment interest on any unpaid wages from the date such amounts were due; and for such other and further relief as the Court may deem just and proper;

9. Upon the Fifth Cause of Action, that the Court declare, adjudge, and decree that Defendants violated California Labor Code section 204 by willfully failing to pay all compensation owed at the time required by California Labor Code section 204 to Plaintiffs and the other Class Members; for statutory penalties pursuant to California Labor Code section 210; and for such other and further relief as the Court deems just and proper;

10. Upon the Sixth Cause of Action, that the Court declare, adjudge, and decree that Defendants violated the provisions of California Labor Code section 226(a) as to Plaintiffs and the other Class Members, and willfully failed to provide accurate itemized wage statements to them; for actual, consequential, and incidental losses and damages, according to proof; for statutory penalties pursuant to California Labor Code section 226(e); for injunctive relief to ensure compliance with this section, pursuant to California Labor Code section 226(h); and for such other and further relief as the Court may deem just and proper;

11. Upon the Seventh Cause of Action, that the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiffs and the other Class Members for all necessary business-related expenses as required by California Labor Code sections

2800 and 2802; for actual, consequential, and incidental losses and damages, according to proof; for the imposition of civil penalties and/or statutory penalties; for reasonable attorneys' fees and costs of suit incurred herein; and for such other and further relief as the Court may deem just and proper;

12. Upon the Eighth Cause of Action, that the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the time of termination of the employment of Plaintiffs and the other Class Members no longer employed by Defendants; for all actual, consequential, and incidental losses and damages, according to proof; for statutory wage penalties pursuant to California Labor Code section 203 for Plaintiffs and the other Class Members who have left Defendants' employ; for pre-judgment interest on any unpaid compensation from the date due; and for such other and further relief as the Court may deem just and proper;

13. Upon the Ninth Cause of Action, that the Court declare, adjudge, and decree that Defendants violated the following California Labor Code sections as to Plaintiffs and the other Class Members: 1194, 1197, and 1197.1 (by failing to pay minimum wages); 510 and 1198 (by failing to pay overtime wages); 226.7 and 512(a) (by failing to provide meal and rest periods or compensation in lieu thereof); 204 (by failing to timely pay wages during employment); 226(a) (by failing to provide accurate wage statements); 201, 202, and 203 (by failing to pay all wages owed upon termination); and 2800 and 2802 (by failing to reimburse business-related expenses); for restitution of unpaid wages to Plaintiffs and all the other Class Members and all pre-judgment interest from the day such amounts were due and payable; for the appointment of a receiver to receive, manage, and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violation of California Business and Professions Code sections 17200, et seq.; for reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure section

1021.5; and for injunctive relief to ensure compliance with this section, pursuant to California Business and Professions Code sections 17200, *et seq*;

14. Upon the Tenth Cause of Action, Plaintiffs, individually, and on behalf of Aggrieved Employees pursuant to the California Private Attorneys General Act, prays for relief and judgment against Defendants, jointly and severally, for the imposition of civil penalties pursuant to California Labor Code sections 2699, 210, 558, 226, 226.3, 1174.5, and 1197.1 and all other penalties allowed by the California Labor Code and/or other applicable statutes; for injunctive relief; for statutory attorneys' fees and costs pursuant to sections 210, 218.5, and 2699(g)(1) of the California Labor Code; and for such other and further relief as the Court may deem proper;

15. Upon the Eleventh Cause of Action, for the imposition of civil penalties and/or statutory penalties; for the imposition of punitive damages; for reasonable attorneys' fees and costs of suit incurred herein; and for such other and further relief as the Court may deem just and proper; and

16. Upon the Twelfth Cause of Action, for the imposition of civil penalties and/or statutory penalties; for the imposition of punitive damages;

17. For reasonable attorneys' fees and costs of suit incurred herein; and for such other and further relief as the Court may deem just and proper.

Dated: January 22, 2026

Respectfully submitted,
LIDMAN LAW, APC

By: /s/ Scott M. Lidman
Scott M. Lidman
Attorneys for Plaintiff
CONCEPCION PORTILLO

//

1 Dated: January 22, 2026

Respectfully submitted,
BLACKSTONE LAW, APC

2
3 By: /s/ Barbara DuVan-Clarke
4 Barbara DuVan-Clarke
5 Attorneys for Plaintiff
6 YASMINE VILLA

7 **DEMAND FOR JURY TRIAL**

8 Plaintiffs hereby demand a jury trial with respect to all issues triable by jury.
9

10 Dated: January 22, 2026

Respectfully submitted,
LIDMAN LAW, APC

11
12 By: /s/ Scott M. Lidman

13 Scott M. Lidman
14 Attorneys for Plaintiff
15 CONCEPCION PORTILLO

16 Dated: January 22, 2026

Respectfully submitted,
BLACKSTONE LAW, APC

17
18 By: /s/ Barbara DuVan-Clarke
19 Barbara DuVan-Clarke
20 Attorneys for Plaintiff
21 YASMINE VILLA
22
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24
25
26
27
28

EXHIBIT A

EXHIBIT A

LIDMAN LAW

2155 CAMPUS DRIVE, SUITE 150, EL SEGUNDO, CA 90245

OFFICE: (424) 322-4772

FAX: (424) 322-4775

August 6, 2024

VIA LWDA WEBSITE

Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

**VIA U.S. CERTIFIED MAIL – RETURN RECEIPT
REQUESTED**

Fujifilm Irvine Scientific, Inc., a California corporation
c/o Becky Degeorge, Registered Agent
CSC - Lawyers Incorporating Service
2710 Gateway oaks Drive
Sacramento, CA 95833

Re: *Concepcion Portillo v. Fujifilm Irvine Scientific, Inc., a California corporation*

To Whom It May Concern:

Please be advised that this law firm represents Concepcion Portillo in claims arising from her employment with Fujifilm Irvine Scientific, Inc., a California corporation (“Defendant”). Ms. Portillo is an “aggrieved employee” as defined by Labor Code sections 2699, *et seq.* due to Defendant’s numerous violations of the Labor Code as set forth below. The purpose of this letter is to comply with Labor Code section 2699.3, which requires aggrieved employees to notify their employer and the Labor and Workforce Development Agency (“LWDA”) of the specific provisions of the Labor Code allegedly violated.

For purposes of this letter, an “aggrieved employee” should be considered to include all current and former hourly-paid employees in California who worked, at least in part, during the one year immediately preceding the date of this letter through the date of trial, the date judgment is entered, the date of settlement and/or other date approved by the Court.

Ms. Portillo, a former non-exempt employee, was employed by Defendant from approximately the year 2022 through on or about January 17, 2024. During her employment with Defendants, Ms. Portillo held the job title of Filling Technician in which her duties included, without limitation, filling containers.

During her employment with Defendant, Ms. Portillo was generally scheduled to work Monday through Friday from 5:00 a.m. to 1:30 p.m. Defendant required Ms. Portillo to clock in and out by logging in with her fingerprint to a timekeeping system that kept track and record of her time worked. Ms. Portillo often worked 8-10 hour shifts.

Throughout Ms. Portillo's employment with Defendant, she and other hourly, non-exempt employees were not provided all legally required meal periods due to Defendant's meal period policies and practices. Due to the work demands imposed by Defendant, Ms. Portillo and other hourly, non-exempt employees were often provided with a meal period that was late, interrupted, short, and/or otherwise unlawful. Specifically, Defendant had a policy of requiring Ms. Portillo and their other hourly, non-exempt employees to be at their workstations ready to recommence work 30 minutes after going to lunch. Therefore, Defendant provided short or otherwise unlawful meal periods to Ms. Portillo and their hourly, non-exempt employees because they would be required to cut their 30 minutes short in order to be back at their workstations ready to commence work. Therefore, Defendant failed to provide Ms. Portillo and other hourly, non-exempt employees with meal periods that were at least a net thirty (30) minutes in duration, resulting in short meal periods. Defendant's policies and practices resulted in the failure by Defendant to provide lawful meal periods.

Further, Defendant's meal period policies and practices failed to provide Ms. Portillo and the other hourly, non-exempt employees a second meal period for shifts over 10.0 hours. As a result, when Ms. Portillo and other hourly, non-exempt employees worked in excess of 10.0 hours, they were not provided with a second 30-minute meal period in violation of California law.

Although Ms. Portillo and other hourly, non-exempt employees were not provided with all legally-compliant meal periods to which they were entitled, Defendant failed to compensate Ms. Portillo and other hourly, non-exempt employees with the required meal period premium for each workday in which they experienced a meal period violation as mandated by Labor Code § 226.7.

In addition, throughout her employment with Defendant, Ms. Portillo and other hourly, non-exempt employees were not authorized and permitted to take legally required rest periods due to Defendant's unlawful rest period policies and practices. Defendant's rest period policies and practices fail to authorize and permit paid rest periods for every four hours worked, *or major fraction thereof*. Specifically, Defendant required employees to be back at their workstations and ready to recommence work within 10 minutes of initiating their break. As such, Defendant had a policy and/or practice of requiring Ms. Portillo and their other non-exempt employees to return from their rest periods before the full 10 minutes had elapsed and be at their workstations ready to recommence work. As a result, Ms. Portillo and other non-exempt employees were not authorized and permitted to take rest breaks of at least net ten minutes in violation of California law.

On those occasions when Ms. Portillo and other hourly, non-exempt employees were not authorized and permitted to take all legally-compliant rest periods to which they were entitled, Defendant failed to compensate Ms. Portillo and the other hourly, non-exempt employees with the required rest period premium for each workday in which they experienced a rest period violation as mandated by Labor Code § 226.7.

Defendant also failed to reimburse Ms. Portillo and other hourly, non-exempt employees for necessary business expenses incurred during the relevant time period. Specifically, Defendant required Ms. Portillo and other hourly, non-exempt employees to use their personal cellular phone for business purposes. Accordingly, despite Ms. Portillo and the other non-exempt employees being required to use their personal cellular phones, Defendant did not reimburse them for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of their duties, or of their obedience to the directions of the employer in violation of California law.

As a result of Defendant's failure to pay all meal period premium wages and rest period premium wages, Defendant maintained inaccurate payroll records and issued inaccurate wage statements to Ms. Portillo.

As a further result of Defendant's failure to pay all meal and rest period premium wages, Defendant failed to provide pay Ms. Portillo and other hourly, non-exempt employees all wages owed upon their separation of employment with Defendants.

As described above, Defendant committed the following violations of the Labor Code and Industrial Welfare Commission Wage Order No. 1 ("Wage Order 1"):

Meal Period Violations

As alleged above, Defendant failed to provide Ms. Portillo and other Aggrieved Employees with all required and compliant meal periods. *See* Labor Code §§ 226.7 and 512; Wage Order 1, § 11. Specifically, Defendant had a policy of requiring Ms. Portillo and their other non-exempt employees to be at their workstations ready to recommence work 30 minutes after going to lunch. Therefore, Defendant provided short or otherwise unlawful meal periods to Ms. Portillo and their non-exempt employees because they would be required to cut their 30 minutes short in order to be back at their workstations ready to commence work. As a result, their meal periods were often late, short, interrupted, and/or otherwise unlawful. Further, they were not provided a second meal period when they worked shifts in excess 10.0 hours. As a result, Ms. Portillo and other Aggrieved Employees are owed an additional hour of wages at their regular rate of compensation for each workday they experienced a meal period violation. *See* Labor Code § 226.7 ("If an employer fails to provide an employee a meal or rest or recovery period in accordance with ... [an] order of the Industrial Welfare Commission ... the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided."). Although Ms. Portillo and other Aggrieved Employees were not provided with all legally-compliant meal periods to which they were entitled, Defendant failed to compensate Ms. Portillo and other Aggrieved Employees with the required meal period premium for each workday in which they experienced a meal period violation as mandated by Labor Code § 226.7.

Rest Period Violations

Defendant also failed to authorize and permit Ms. Portillo and other Aggrieved Employees to take all required rest periods. *See* Labor Code §§ 226.7 and 516; Wage Order 1, § 12. As alleged above, Defendant's rest period policies/practices fail to authorize and permit all rest periods for every four hours worked, or *major fraction thereof*. Specifically, Defendant required Ms. Portillo and other hourly, non-exempt employees to be back at their workstations and ready to recommence work within 10 minutes of initiating their break. As a result, Ms. Portillo and other Aggrieved Employees were not authorized and permitted to take rest periods of at least net 10 minutes. As such, Ms. Portillo and other Aggrieved Employees are owed an additional hour of wages at their regular rate of compensation for each workday that they were not authorized and permitted to take all legally required rest periods. *See* Labor Code § 226.7 ("If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest period is not provided.")

Failure to Reimburse Necessary Expenditures

As described above, Defendant required Ms. Portillo and Aggrieved Employees to use their personal cellular phone to discharge their duties. Accordingly, despite the non-exempt employees being required to use their personal cellular phone, Defendant did not reimburse Ms. Portillo or other non-exempt employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of their duties, or of their obedience to the directions of the employer in violation of California law. Defendant's policy of not providing reimbursement for necessary work-related expenses is in violation of Wage Order 1, and Labor Code §§ 2802 and 2804 ("An employer shall indemnify his or her employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or obedience to the directions of the employer.") Ms. Portillo and other Aggrieved Employees are therefore entitled to reimbursement of such unpaid work expenses with interest.

Waiting Time Penalties

Labor Code §§ 201 and 202 require that employees receive all of their final wages at the time of their separation of employment. Defendant failed to timely pay Ms. Portillo and other Aggrieved Employees all of their final wages at the time of separation, which included, among other things, meal and rest period premium wages. Pursuant to Labor Code § 203, Defendant's failure to pay all final wages due to Ms. Portillo and other Aggrieved Employees was willful and, consequently, entitles Ms. Portillo and other similarly Aggrieved Employees to waiting time penalties equal to one day of wages at their standard hourly rate for each day Defendant failed to pay their final wages after their separation, up to a maximum of thirty days.

Wage Statement Violations

Defendant knowingly and intentionally, as a matter of uniform practice and policy, failed to furnish Ms. Portillo and other Aggrieved Employees with accurate and complete, itemized wage statements that included, among other requirements, meal and rest period premiums, in violation of Labor Code § 226 *et seq.* Defendant's failure to furnish Ms. Portillo and other Aggrieved Employees with complete and accurate, itemized wage statements resulted in actual injury, as said failures led to, among other things, meal and rest period premium wages, and deprived them of the information necessary to identify discrepancies in Defendant's reported data.

As an "aggrieved employee," Ms. Portillo will initiate a civil action on behalf of herself and other Aggrieved Employees to recover damages, statutory penalties, and civil penalties resulting from the wage and hour violations alleged herein. Based on Ms. Portillo's own investigation, and on information and belief, Defendant committed the following Labor Code violations:

- a) Defendant violated Labor Code §§ 226.7, 512, and 558 by failing to provide all legally required meal periods and failing to pay meal period premiums to Ms. Portillo and other aggrieved employees;

- b) Defendant violated Labor Code §§ 226.7, 516, and 558 by failing to provide all legally required rest periods and failing to pay rest period premiums to Ms. Portillo and other aggrieved employees;
- c) Defendant violated Labor Code § 226 by failing to furnish Ms. Portillo and other aggrieved employees with accurate and compliant itemized wage statements;
- d) Defendant violated Labor Code § 2802 by failing to reimburse Ms. Portillo and other aggrieved employees for all necessary business expenditures incurred in the discharge of their duties;
- e) Defendant violated Labor Code §§ 201-203 by failing to pay Ms. Portillo and other aggrieved employees all earned wages at the end of employment; and
- f) Defendant violated Labor Code § 1174 by failing to maintain accurate records on behalf of Ms. Portillo and other aggrieved employees.

Pursuant to Labor Code section 2699.3(a)(2)(A), please notify us and Defendant if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,

LIDMAN LAW, APC



Scott M. Lidman

EXHIBIT B

EXHIBIT B



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Megan E. Ross, Esq.
mross@blackstonepc.com

October 23, 2024

PAGA Claim Notice Via Online Electronic Submission

California Labor & Workforce Development Agency

800 Capitol Mall, Suite 5000 (MIC-55)

Sacramento, CA 95814

<https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

RE: *Yasmine Villa v. Fujifilm Irvine Scientific, Inc.*

To Whom It May Concern:

This office represents Yasmine Villa ("Claimant") with respect to their claims under the California Labor Code against Fujifilm Irvine Scientific, Inc. (including all affiliates, subsidiaries, parents, directors, and officers) (collectively referred to herein as "Employers"). This letter is being sent simultaneously to Employers by certified mail.

Employers employed Yasmine Villa from approximately April 2023 to October 2023 as a non-exempt, hourly-paid employee. Yasmin Villa worked as a Liquid Technician for Employers and was based out of Employers' facility located at 2601 Daimler St Santa Ana, CA 92705.

Claimant intends to bring a representative action seeking penalties for violations of the California Labor Code which are recoverable under the Labor Code Private Attorneys General Act of 2004, California Labor Code sections 2698, *et seq.* ("PAGA"). Claimant is seeking penalties on behalf of themselves and in a representative capacity on behalf of the State of California and all current and former hourly-paid and/or non-exempt employees who worked for Employers in the State of California during the relevant statutory period who suffered the violations alleged ("Aggrieved Employees"). This letter is being sent in compliance with California Labor Code section 2699.3 and shall serve as Claimant's notice of the provisions of the California Labor Code alleged to have been violated, including the facts and theories in support thereof.

As detailed below, Employers violated several of California's wage and hour laws during Claimant's employment, including but not limited to California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and the applicable Industrial Welfare Commission Wage Order ("IWC Wage Order"). Employers' conduct giving rise to the violations detailed below was malicious, fraudulent, and/or oppressive within the meaning of PAGA.

The claims made on behalf of Claimant and Aggrieved Employees are based upon the following facts and theories:

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

Employers engaged in numerous unlawful practices which resulted in the failure to pay Claimant and other Aggrieved Employees for all time worked at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation.

California Labor Code sections 1194, 1197, and 1197.1 and the applicable IWC Wage Order require employers to pay at least the legal minimum wage to their employees. California Labor Code sections 510 and 1198 and the applicable IWC Wage Order further require employers to pay no less than one and one-half times an employee's regular rate of pay for hours worked in excess of eight (8) hours in one workday, for hours worked in excess of forty (40) hours in one workweek, and for the first eight (8) hours worked on the seventh day of work in any one workweek, and to pay no less than twice an employee's regular rate of pay of the employee for hours worked in excess of twelve (12) hours in one workday and for any work in excess of eight (8) hours on any seventh day of a workweek.

Throughout the relevant time, Employers regularly required Claimant and other Aggrieved Employees to perform work off-the-clock. Employers failed to compensate Claimant and other Aggrieved Employees for any of this off-the-clock work, in violation of California law.

This uncompensated work often resulted in the total number of hours worked by Claimant and other Aggrieved Employees exceeding the daily and/or weekly triggers for overtime wages, yet Employers failed to pay Claimant and Aggrieved Employees applicable overtime rate(s) for these hours.

Employers also failed to accurately record the actual time worked by Claimant and Aggrieved Employees.

Employers also failed to pay overtime to Claimant and Aggrieved Employees for all overtime hours worked based on regular rates of pay correctly calculated to include all applicable remuneration, including non-discretionary commissions, non-discretionary bonuses, and non-discretionary performance pay.

As a result of the foregoing practices, Employers failed to pay Claimant and other Aggrieved Employees for all wages earned at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation. Accordingly, Employers violated the applicable IWC Wage Order and California Labor Code sections 204, 510, 1194, 1197, 1197.1 and 1198.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to the applicable IWC Wage Orders;

penalties pursuant to California Labor Code sections 558, 1197.1, and 1199; injunctive relief; and attorneys' fees and costs.

2. MEAL BREAK VIOLATIONS

California law requires employers to provide employees with an opportunity to take an uninterrupted meal period of no less than thirty (30) minutes before the end of the fifth hour of work when an employee works more than five (5) hours in a day. Cal. Lab. Code §§ 226.7 & 512(a). Employers must provide a second meal period of no less than thirty (30) minutes before the end of the tenth hour of work when an employee works more than ten (10) hours in a day. *Id.* For each day that an employer fails to provide compliant meal period(s), the employer must pay the employee a meal penalty equal to one hour of pay at the employee's regular rate of compensation. *Id.*

During the relevant time period, Employers failed to provide Claimant and other Aggrieved Employees with legally compliant 30-minute meal periods. Claimant and other Aggrieved Employees were required by Employers to work more than five (5) hours per day but were not provided with uninterrupted 30-minute meal periods. Further, Claimant and other Aggrieved Employees were not provided with a second uninterrupted 30-minute meal period when they worked over ten (10) hours per day. Employers regularly required Claimant and other Aggrieved Employees to work through their first and second meal periods, to take their first meal period after their fifth (5th) hour of work, and/or to take their second meal periods after their tenth (10th) hour of work. Meal breaks, when provided, were oftentimes interrupted and/or cut short.

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

Claimant and other Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for each day a compliant meal period was not provided to them in compliance

with California law.

Accordingly, Employers violated the applicable IWC Wage Order and California Labor Code sections 226.7, 512(a) and 1198.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to paragraph of the applicable IWC Wage Orders; penalties pursuant to California Labor Code sections 558 and 1199; injunctive relief; and attorneys' fees and costs.

3. REST BREAK VIOLATIONS

California law requires employers to authorize and permit employees to take an uninterrupted rest period of no less than ten (10) minutes for every four (4) hours, or major fraction thereof, worked. Cal. Lab. Code § 226.7. For each day that an employer fails to authorize and permit a compliant rest period, the employer owes the employee one hour of pay at the employee's regular rate of compensation. Cal. Lab. Code § 226.7(c).

Employers failed to authorize and permit Claimant and other Aggrieved Employees to take compliant 10-minute rest periods. Employers required Claimant and other Aggrieved Employees to work through rest periods. Claimant and Aggrieved Employees were not provided with uninterrupted, duty-free rest periods when they worked more than four (4) hours or a major fraction thereof. Further, Claimant and other Aggrieved Employees were not provided with a second uninterrupted, duty-free rest period when they worked more than six (6) hours in a day, or a third uninterrupted, duty-free rest period after working more than ten (10) hours in day. In the rare event that a rest period was taken, it was frequently interrupted or cut short. Moreover, Claimant and other Aggrieved Employees were not completely relieved of duty as required by *Augustus v. ABM Security Services, Inc.*, 2 Cal.5th 257 (2016).

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

receive rest periods.

Claimant and other Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for each day a rest period was not provided to them in compliance with California law. Accordingly, Employers violated the applicable IWC Wage Order and California Labor Code sections 226.7 and 1198.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to the applicable IWC Wage Orders; Labor Code sections 558 and 1199 penalties; injunctive relief; and attorneys' fees and costs.

4. FAILURE TO TIMELY PAY WAGES DURING EMPLOYMENT

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month.

California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Employers willfully and intentionally failed to timely pay all wages earned because Claimant and other Aggrieved Employees were not paid all the wages they were owed including, *inter alia*, overtime compensation, straight time wages, minimum wages, and meal and rest period premiums. Accordingly, Employers violated California Labor Code section 204(a).

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

5. FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

California Labor Code section 226(a) requires an employer semimonthly or at the time of each payment of wages to furnish wage statements to its employees setting forth, *inter alia*, (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (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, and (8) the name and address of the legal entity that is the employer.

As a result of the practices described above, the wage statements provided to Claimant and other Aggrieved Employees failed to include the actual hours worked (including time spent working off-the-clock), the actual gross wages earned (including wages owed for time spent working off the clock and meal and rest period premiums), and the correct rates of pay. Employers' failure to provide accurate itemized wage statements was knowing and intentional. Accordingly, Employers violated California Labor Code section 226(a).

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

6. FAILURE TO MAINTAIN ACCURATE RECORDS

California Labor Code section 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than three years. During the relevant time period, Employers have failed to maintain accurate records relating to Claimant and other Aggrieved Employees' work periods, meal periods, total daily hours worked, and total hours worked per payroll period. Accordingly, Employers violated the applicable IWC Wage Order and California Labor Code sections 1198.5 and 1174(d).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to paragraph of the applicable IWC Wage Orders; California Labor Code section 1174.5 penalties; injunctive relief; and attorneys' fees and costs.

7. FAILURE TO REIMBURSE NECESSARY EXPENDITURES

California Labor Code sections 2800 and 2802 require an employer to reimburse its employees for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. The applicable IWC Wage Order requires employers to provide employees with the tools or equipment necessary for the performance of their job. During the relevant time period, Claimant and Aggrieved Employees incurred necessary business-related expenses and costs that were not fully reimbursed by Employers.

Accordingly, Employers violated the applicable IWC Order and California Labor Code sections 2800 and 2802. Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to paragraph of the applicable IWC Wage Orders; injunctive relief; and attorneys' fees and costs.

8. FAILURE TO TIMELY PAY ALL WAGES UPON TERMINATION

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

During the relevant time period, upon the termination of employment (including but not limited to when they were temporarily laid off, laid off, discharged, and/or resigned), Employers failed to pay all wages due to their employees within twenty-four (24) hours of termination or even within seventy-two (72) hours for those who resigned. Specifically, as a result of Employers' practices of requiring Claimant and Aggrieved Employees to work off-the-clock without compensation, failing to pay proper overtime compensation, failure to properly calculate regular rates, and failure to accurately record all hours actually worked, Employers failed to pay Claimant and Aggrieved Employees for all straight time wage, minimum wages and overtime compensation owed to them upon termination of their employment. Employers also failed to pay Claimant and Aggrieved Employees for meal period premiums and rest period premiums they were owed, amongst other wages. Accordingly, Employers violated California Labor Code sections 201 and 202.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to California Labor Code sections 203 and 1199; and attorneys' fees and costs.

9. CONCLUSION

Claimant hereby provides notice to the LWDA under the California Labor Code Private Attorneys General Act of 2004, California Labor Code Sections 2698, *et seq.*, and specifically asks for an investigation, or if the agency does not intend to investigate the alleged violations, a letter confirming the same so that Claimant may allege a cause of action under PAGA against Employers for the violations discussed in this letter.

This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3. By law, an employee alleging a violation of one of the above referenced sections must notify his or her employer and the Labor and Workforce Development Agency (LWDA) before he or she can invoke the provisions of Sections 2699, *et seq.*, by seeking redress in court. Cal. Lab. Code § 2699.3(a)(1). The LWDA must then notify the employer and the employee within 60 calendar days regarding whether it intends to investigate the alleged violation. Cal. Lab. Code § 2699.3(a)(2)(B). If the LWDA advises it will not investigate, or if no notice is provided within 65 calendar days, the employee may file a lawsuit invoking the provisions under Labor Code § 2699. Cal. Lab. Code § 2699.3(a)(2)(A). It is Claimant's intention to file a civil complaint and to bring the appropriate claims under California Labor Code § 2699 on behalf of themselves, the



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State of California and all Aggrieved Employees should your office not address Employers' alleged violations within this timeframe.

If you have any questions or require additional information, please do not hesitate to contact my office. Thank you for your attention to this matter.

BLACKSTONE LAW

Megan E. Ross
Megan E. Ross, Esq.

cc: By U.S. Certified Mail, Return Receipt Requested

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