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16 Attorneys for Plaintiff SOPHIA HERRERA,
17 on behalf of the general public as private attorney general,

18 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
19 **FOR THE COUNTY OF FRESNO**

20 SOPHIA HERRERA, on behalf of the
21 general public as private attorney general,

22 Plaintiff,

23 v.

24 METIRI ANALYTICAL GROUP, INC., a
25 Delaware Corporation; AGRICULTURE &
26 PRIORITY POLLUTANTS
27 LABORATORIES, LLC; a Delaware Limited
28 Liability Company and DOES 1-50, inclusive,

Defendants.

E-FILED
1/15/2025 4:35 PM
Superior Court of California
County of Fresno
By: Shaina Cha, Deputy

CASE NO.: 25CECG00265

**PAGA REPRESENTATIVE ACTION
COMPLAINT PURSUANT TO THE
PRIVATE ATTORNEYS GENERAL
ACT (Labor Code §§ 2698 *et seq.*)**

COMES NOW Plaintiff SOPHIA HERRERA (“Plaintiff”), on behalf the general public and all non-exempt aggrieved employees, acting on behalf of the California Attorney General as private attorney general, asserts claims against Defendants METIRI ANALYTICAL GROUP, INC., a Delaware Corporation and AGRICULTURE & PRIORITY POLLUTANTS LABORATORIES, LLC; a Delaware Limited Liability Company, and DOES 1-50, inclusive (collectively “Defendants”) as follows:

I. INTRODUCTION

1. This is a representative action for recovery of penalties under the Private Attorneys General Act of 2004 (“PAGA”), Cal. Lab. Code sections 2698 *et seq.* PAGA permits “aggrieved employees” to bring a lawsuit as a representative action on behalf of the general public as private attorney general and all other current and former aggrieved employees, to recover civil penalties and address an employer’s violations of the California Labor Code.

2. In this case, Defendants violated various provisions of the California Labor Code. As set forth below, Defendants implemented policies and practices which led to unpaid wages resulting from Defendant’s: (a) failure to pay wages including overtime, (b) failure to provide meal periods for every work period exceeding more than ten (10) hours per day and failure to pay an additional hour’s of pay or accurately pay an additional hour’s of pay in lieu of providing a meal period; (c) failure to provide rest breaks for every four hours or major fraction thereof worked and failure to pay an additional hour’s of pay or accurately pay an additional hour’s of pay in lieu of providing a rest period; (d) failing to timely pay wages during employment, (e) failing to provide accurate itemized wage statements, and (f) failing to reimburse business expenses. As a result Plaintiff seeks penalties under Labor Code 2698, *et. seq.* on behalf of the general public as private attorney general and all other aggrieved employees.

II. JURISDICTION AND VENUE

3. The California Superior Court has jurisdiction over this action pursuant to California Constitution Article VI, Section 10, which grants the Superior Court “original jurisdiction in all cases except those given by statute to other trial courts.” The statutes under which this action is brought do not give jurisdiction to any other court.

1 4. This Court has jurisdiction over Defendants because, upon information and belief,
2 each Defendant either has sufficient minimum contacts in California, or otherwise intentionally
3 avails itself of the California market so as to render the exercise of jurisdiction over it by the
4 California Courts consistent with traditional notions of fair play and substantial justice.

5 5. Venue as to each Defendant is proper in this judicial district pursuant to Code of
6 Civil Procedure section 395. Defendants are doing business throughout California, including but
7 not limited to Fresno County, and each Defendant is within the jurisdiction of this Court for
8 service of process purposes. The unlawful acts alleged herein have a direct effect on Plaintiff and
9 all other aggrieved employees within the State of California. Defendants employ numerous
10 aggrieved employees in in the State of California.

11 6. On information and belief, Defendants have conducted business within the State of
12 California during the purported liability period and continue to conduct business throughout the
13 State of California. The unlawful acts alleged herein have had a direct effect on Plaintiff, and the
14 similarly situated non-exempt aggrieved employees within California.

15 7. The California Superior Court also has jurisdiction in this matter because on
16 information and belief there are no federal questions at issue, as the issues herein are based solely
17 on California statutes and law, including the California Labor Code, the IWC Wage Orders, the
18 California Code of Civil Procedure, the California Civil Code, and the California Business and
19 Professions Code.

20 8. On information and belief, during the statutory liability period and continuing to
21 the present ("liability period"), Defendant consistently maintained and enforced against
22 Defendant's Non-Exempt Aggrieved Employees, among others, the following unlawful practices
23 and policies, in violation of California state wage and hour laws: (a) failure to pay wages including
24 overtime, (b) failure to provide meal periods for every work period exceeding more than ten (10)
25 hours per day and failure to pay an additional hour's of pay or accurately pay an additional hour's
26 of pay in lieu of providing a meal period; (c) failure to provide rest breaks for every four hours or
27 major fraction thereof worked and failure to pay an additional hour's of pay or accurately pay an
28 additional hour's of pay in lieu of providing a rest period; (d) failing to timely pay wages during

1 employment, (e) failing to provide accurate itemized wage statements, and (f) failing to reimburse
2 business expenses. As a result Plaintiff seeks penalties under Labor Code 2698, *et. seq.* on behalf
3 of the general public as private attorney general and all other aggrieved employees.

4 9. Plaintiff on behalf of the general public as private attorney general and all other
5 aggrieved employees bring this action pursuant to Labor Code 2698, *et. seq.* for violations
6 enumerated under 2699.5 as follows: sections 201-204, 201.3, 227.3, 510, 512, 558, 226, 226.7,
7 226.3, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 1198, 2802 and seeking penalties, interest,
8 attorneys' fees and costs

9 III. PARTIES

10 10. Plaintiff, SOPHIA HERRERA, was at all times relevant to this action, a resident
11 of California. Plaintiff was employed by Defendants in April of 2023 as a Non-Exempt Employee
12 and is still employed for Defendants with the title of Receiving Clerk.

13 11. Defendant, METIRI ANALYTICAL GROUP, INC. is a Delaware Corporation that
14 operates as a laboratory service business. Defendant operates nationwide. Plaintiff estimates there
15 are in excess of one hundred (100) Non-Exempt Employees who work or have worked for
16 Defendant over the last year.

17 12. Defendant, AGRICULTURE & PRIORITY POLLUTANTS LABORATORIES,
18 LLC is a Delaware Limited Liability Company that operates as environmental services company
19 based in Clovis, CA. Based on information available and belief. Plaintiff estimates there are in
20 excess of one hundred (100) Non-Exempt Employees who work or have worked for Defendant
21 over the last year.

22 13. Other than identified herein, Plaintiff is unaware of the true names, capacities,
23 relationships, and extent of participation in the conduct alleged herein, of the Defendants sued as
24 DOES 1 through 50, but is informed and believes and thereon alleges that said defendants are
25 legally responsible for the wrongful conduct alleged herein and therefore sues these defendants by
26 such fictitious names. Plaintiff will amend this complaint when their true names and capabilities
27 are ascertained.

28 14. Plaintiff is informed and believes and thereon alleges that each defendant, directly

1 or indirectly, or through agents or other persons, employed Plaintiff and other members of
2 Aggrieved Employees, and exercised control over their wages, hours, and working conditions.
3 Plaintiff is informed and believes and thereon alleges that each Defendants acted in all respects
4 pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business
5 plan or policy in all respects pertinent hereto, and the acts of each Defendants are legally
6 attributable to the other defendants.

7 15. On information and belief, Defendants willfully failed to pay all earned wages in
8 the form regular wages and overtime wages, and meal and rest period premium wages, to its Non-
9 Exempt Employees and members of the Representative Group; nor have Defendants returned to
10 Plaintiff or members of the Representative Group, upon or after separation from employment with
11 Defendants, all wages earned and owing. Plaintiff seeks penalties under Labor Code 2698, *et. seq.*
12 on behalf of the general public as private attorney general and all other aggrieved employees.

13 **IV. GENERAL ALLEGATIONS**

14 16. At all times set forth herein, Defendants employed Plaintiff and other persons in the
15 capacity of non-exempt positions, however titled, throughout the state of California.

16 17. Plaintiff is informed and believes Aggrieved Employees have at all times pertinent
17 hereto been Non-Exempt within the meaning of the California Labor Code and the implementing
18 rules and regulations of the IWC California Wage Orders.

19 18. Defendants continues to employ Non-Exempt Employees, however titled, in
20 California and implement a uniform set of policies and practices to all non-exempt employees, as
21 they were all engaged in the generic job duties related to Defendants' Laboratory business.

22 19. Plaintiff is informed and believes, and thereon alleges, that Defendants is and was
23 advised by skilled lawyers and other professionals, employees, and advisors with knowledge of
24 the requirements of California's wage and employment laws.

25 20. On information and belief, during the relevant time frame, Plaintiff and Aggrieved
26 Employees frequently worked well over eight (8) hours in a day and forty (40) hours in a work
27 week.

28 21. During the relevant time frame, Defendants compensated Plaintiff and Aggrieved

1 Employees based upon an hourly rate.

2 22. On information and belief, during the relevant time frame, Plaintiff and Aggrieved
3 Employees typically worked five (5) days a week.

4 23. Plaintiff is informed and believes that the Aggrieved Employees were required to
5 keep similar schedules.

6 24. During the liability period, Defendants failed to compensate Plaintiff and
7 Aggrieved Employees for all hours worked, resulting in underpayment of minimum and overtime
8 wages.

9 25. During the relevant time, as a consequence of Defendants' staffing and scheduling
10 practices, work demands, and Defendants' policies and practices, Defendants frequently failed to
11 provide Plaintiff and Aggrieved Employees timely, legally complaint uninterrupted 30-minute
12 meal periods on shifts over five hours as required by law.

13 26. On information and belief, Plaintiff and Aggrieved Employees did not sign a meal
14 waiver.

15 27. Plaintiff and Aggrieved Employees were not provided with valid lawful on-duty
16 meal periods.

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

21 29. Plaintiff are informed and believe, and thereon alleges, that Defendants know,
22 should know, knew, and/or should have known that Plaintiff and Aggrieved Employees were
23 entitled to receive premium wages based on their regular rate of pay under California Labor Code
24 § 226.7 but were not receiving such compensation.

25 30. In addition, during the relevant time frame, Plaintiff and the Non-Exempt
26 Employees were systematically not authorized and permitted to take one net ten-minute paid, rest
27 period for every four hours worked or major fraction thereof, which is a violation of the California
28 Labor Code and IWC wage order.

1 31. Defendants maintained and enforced scheduling practices, policies, and imposed
2 work demands that frequently required Plaintiff and Aggrieved Employees to forego their lawful,
3 paid rest periods of a net ten minutes for every four hours worked or major fraction thereof. Such
4 requisite rest periods were not timely authorized and permitted as a result of Defendants' failure to
5 provide relief for Plaintiff and Aggrieved Employees to take their lawfully required breaks.

6 32. Despite the above-mentioned rest period violations, Defendants did not compensate
7 Plaintiff, and on information and belief, did not pay Aggrieved Employees one additional hour of
8 pay at their regular rate as required by California law, including California Labor Code § 226.7
9 and the applicable IWC wage order, for each day on which lawful rest periods were not authorized
10 and permitted.

11 33. Defendants failed to reimburse Plaintiff and Aggrieved Employees for business
12 expenses incurred pursuant to California Labor Code § 2802. Plaintiff and Aggrieved Employees
13 were not reimbursed for personal cellphone use necessary for work related purposes.

14 34. Upon information and belief, Defendants knew and or should have known that it is
15 improper to implement policies and commit unlawful acts such as:

16 (a) requiring employees to work four (4) hours or a major fraction thereof without
17 being provided a minimum ten (10) minute rest period and without compensating the employees
18 with one (1) hour of pay at the employees' regular rate of compensation for each workday that a
19 rest period was not provided;

20 (b) requiring employees to work in excess of five (5) hours or ten (10) hours per day
21 without being provided an uninterrupted thirty minute meal period and/or a second meal period,
22 and without compensating employees with one (1) hour of pay at the regular rate of compensation
23 for each workday that such a meal period was not provided;

24 (c) failing to pay overtime and minimum wages;

25 (d) failing to provide accurate wage statements;

26 (e) failing to provide wages timely during employment;

27 (f) failing to reimburse necessary business expenses;

28 35. In addition to the violations above, and on information and belief, Defendants knew

1 they had a duty to compensate Plaintiff and Aggrieved Employees for the allegations asserted
2 herein, and that Defendants had the financial ability to pay such compensation, but willfully,
3 knowingly, recklessly, and/or intentionally failed to do so.

4 36. Plaintiff and Aggrieved Employees they seek to represent are covered by, and
5 Defendants are required to comply with, applicable California Labor Codes, Industrial Welfare
6 Commission Occupational Wage Orders (hereinafter "IWC Wage Orders") and corresponding
7 applicable provisions of California Code of Regulations, Title 8, § 11000 *et seq.*

8 **VI. REPRESENTATIVE CLAIMS**

9 **THE PRIVATE ATTORNEYS GENERAL ACT- LABOR CODE §§ 2698 *et seq.***

10 37. Plaintiff incorporates by reference and re-alleges each and every allegation
11 contained above, as though fully set forth herein.

12 38. On November 6, 2024 Plaintiff complied with notice requirements pursuant to
13 Labor Code section 2699.3. A copy of the letter sent to the LWDA is attached hereto as **Exhibit**
14 **A**, indicating that the LWDA and Defendants were put on notice of the claims alleged here and
15 that the notice requirement has been satisfied. Sixty five days have passed and the LWDA has not
16 indicated intent to investigate the claims. Therefore, Plaintiff may proceed with this action in a
17 representative capacity. The substance and violations set forth in this Complaint of which the
18 LWDA was provided timely notice, Plaintiff has also sent a copy of this PAGA Representative
19 Action Complaint to the LWDA.

20 39. Plaintiff is an aggrieved employee as defined in Labor Code Section 2699(a).
21 Plaintiff brings this cause of action on behalf of all current and former California Non-Exempt
22 Employees of Defendants.

23 40. Pursuant to Labor Code section 2699(a) Plaintiff seek to recover civil penalties for
24 which Defendants are liable due to numerous Labor Code violations as set forth in this Complaint,
25 including without limitation Labor Code section 201-203, 201.3, 227.3, 510, 512, 558, 226, 226.7,
26 226.3, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 1198, 2802 and, 2698 *et seq.*, applicable IWC
27 Wage Orders and California Code of Regulations, Title 8, section 11000 *et. seq.*

28 41. At all times relevant, Plaintiff and all other aggrieved employees regularly

1 performed non-exempt work in excess of 50% of the time, and thus, were subject to the meal and
2 rest break requirements of the applicable IWC wage order and the Labor Code.

3 42. As a result of Defendants' unlawful conduct, Plaintiff and Aggrieved employees are
4 entitled to penalties to the extent they were not paid at the prevailing wage rate for all hours
5 worked.

6 43. For the violations below, Plaintiff and the Representative Aggrieved Employees are
7 entitled to recover Penalties and attorneys' fees and costs under Labor Code section 2698, et. seq.

8 **FAILURE TO PAY WAGES INCLUDING OVERTIME**

9 44. At all times relevant, the IWC wage orders applicable to Plaintiff and the
10 Aggrieved Employees require employers to pay its employees for each hour worked at least
11 minimum wage. "Hours worked" means the time during which an employee is subject to the
12 control of an employer, and includes all the time the employee is suffered or permitted to work,
13 whether or not required to do so, and in the case of an employee who is required to reside on the
14 employment premises, that time spent carrying out assigned duties shall be counted as hours
15 worked.

16 45. At all relevant times, Labor Code §1197 provides that the minimum wage for
17 employees fixed by the IWC is the minimum wage to be paid to employees, and the payment of a
18 lesser wage than the established minimum is unlawful. Further, pursuant to the IWC Wage Order
19 and Labor Code, Plaintiff and Aggrieved Employees are to be paid minimum wage for each hour
20 worked, and cannot be averaged At all times relevant, the IWC wage orders applicable to Plaintiff
21 and Aggrieved Employees' employment by Defendants provided that employees working for
22 more than eight (8) hours in a day or forty (40) hours in a work week are entitled to overtime
23 compensation at the rate of one and one-half times the regular rate of pay for all hours worked in
24 excess of eight (8) hours in a day or forty (40) hours in a work week. An employee who works
25 more than twelve (12) hours in a day is entitled to overtime compensation at a rate of twice the
26 regular rate of pay.

27 46. At all relevant times, Labor Code §1197.1 states "[a]ny employer or other persons
28 acting individually as an officer, agent, or employee of another person, who pays or causes to be

1 paid to any employee a wage less than the minimum fixed by an applicable state or local law, or
2 by an order of the commission shall be subject to a civil penalty, restitution of wages, liquidated
3 damages payable to the employee, and any applicable penalties pursuant to Section 203.

4 47. Labor Code §510 codifies the right to overtime compensation at the rate of one and
5 one-half times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or
6 forty (40) hours in a work week and to overtime compensation at twice the regular rate of pay for
7 hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the
8 seventh day of work in a particular work week.

9 48. At all times relevant, Plaintiff and Aggrieved Employees regularly performed non-
10 exempt work and thus were subject to the overtime requirements of the IWC Wage Orders, CCR §
11 11000, et. seq. and the Labor Code.

12 49. At all times relevant, Plaintiff and Aggrieved Employees consistently worked in
13 excess of eight (8) hours in a day and/or forty (40) hours in a week as a result of the off-the-clock
14 work performed as discussed above which resulted in a disproportionate underpayment of
15 minimum and overtime wages.

16 **FAILURE TO PROVIDE MEAL PERIODS OR COMPENSATION IN LIEU THEREOF**

17 50. Pursuant to Labor Code §512, no employer shall employ an employee for a work
18 period of more than five (5) hours without providing a meal break of not less than thirty (30)
19 minutes in which the employee is relieved of all of his or her duties. An employer may not
20 employ an employee for a work period of more than ten (10) hours per day without providing the
21 employee with a second meal period of not less than thirty (30) minutes, except that if the total
22 hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual
23 consent of the employer and the employee only if the first meal period was not waived.

24 51. Pursuant to the IWC wage orders applicable to Plaintiff and Aggrieved Employees'
25 employment by Defendants, in order for an "on duty" meal period to be permissible, the nature of
26 the work of the employee must prevent an employee from being relieved of all duties relating to
27 his or her work for the employer and the employees must consent in writing to the "on duty" meal
28 period. On information and belief, Plaintiff and Aggrieved Employees did not consent in writing

1 to an “on duty” meal period. Further, the nature of the work of Plaintiff and Aggrieved
2 Employees was not such that they were prevented from being relieved of all duties. Despite the
3 requirements of the IWC wage orders applicable to Plaintiff’s and Aggrieved Employees’
4 employment by Defendants and Labor Code §512 and §226.7, Defendants did not provide
5 Plaintiff and Aggrieved Employees with all their statutorily authorized meal periods.

6 52. For the four (4) years preceding the filing of this lawsuit, Defendants failed to
7 provide Plaintiff and Aggrieved Employees, timely and uninterrupted meal periods of not less than
8 thirty (30) minutes pursuant to the IWC wage orders applicable to Plaintiff and Aggrieved
9 Employees’ employment by Defendants. As a proximate result of the aforementioned violations,
10 Plaintiff and the other Aggrieved Employees have been damaged in an amount according to proof
11 at time of trial.

12 53. By their failure to provide a compliant meal period for each shift worked over five
13 (5) hours and their failure to provide a compliant second meal period for any shift worked over ten
14 (10) hours per day by Plaintiff and the Aggrieved Employees, and by failing to provide
15 compensation in lieu of such non-provided meal periods, as alleged above, Defendants violated
16 the provisions of Labor Code sections 226.7 and 512 and applicable IWC Wage Orders.

17 54. Plaintiff and the Aggrieved Employees Plaintiff seeks to represent did not
18 voluntarily or willfully waive meal periods and were regularly required to work shifts without
19 being provided all of their legally required meal periods. Defendants created a working
20 environment in which Plaintiff and Aggrieved Employees were not provided all of their meal
21 periods due to shift scheduling and/or work related demands placed upon them by Defendants as
22 well as a lack of sufficient staffing to meet the needs of Defendants’ business as discussed above.
23 On information and belief, Defendants’ implemented a policy and practice which resulted in
24 systematic and companywide violations of the Labor Code. On information and belief,
25 Defendants’ violations have been widespread throughout the liability period and will be evidenced
26 by Defendants’ time records for the Aggrieved Employees.

27 **FAILURE TO PROVIDE REST PERIODS OR COMPENSATION IN LIEU THEREOF**

28 55. Pursuant to the IWC wage orders applicable to Plaintiff and Aggrieved Employees’

1 employment by Defendants, “Every employer shall authorize and permit all employees to take rest
2 periods, which insofar as practicable shall be in the middle of each work period.... [The]
3 authorized rest period time shall be based on the total hours worked daily at the rate of ten (10)
4 minutes net rest time per four (4) hours worked or major fraction thereof.... Authorized rest period
5 time shall be counted as hours worked, for which there shall be no deduction from wages.” Labor
6 Code §226.7(a) prohibits an employer from requiring any employee to work during any rest period
7 mandated by an applicable order of the IWC.

8 56. Defendants were required to authorize and permit employees such as Plaintiff and
9 Aggrieved Employees to take rest periods, based upon the total hours worked at a rate of ten (10)
10 minutes net rest per four (4) hours worked, or major fraction thereof, with no deduction from
11 wages. Despite said requirements of the IWC wage orders applicable to Plaintiff’s and Aggrieved
12 Employees’ employment by Defendants, Defendants failed and refused to authorize and permit
13 Plaintiff and Aggrieved Employees, to take ten (10) minute rest periods for every four (4) hours
14 worked, or major fraction thereof.

15 57. On information and belief Defendants created a working environment in which
16 Plaintiff and Aggrieved Employees were not provided all of their rest periods due to shift
17 scheduling and/or work related demands placed upon them by Defendants as well as a lack of
18 sufficient staffing to meet the needs of Defendants’ business as discussed above. On information
19 and belief, Defendants implemented a policy and practice which resulted in systematic and
20 companywide violations of the Labor Code. On information and belief, Defendants’ violations
21 have been widespread throughout the liability period.

22 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

23 58. Section 226(a) of the California Labor Code requires Defendants to itemize in wage
24 statements all deductions from payment of wages and to accurately report total hours worked by
25 Plaintiff and Aggrieved Employees including applicable hourly rates and reimbursement expenses
26 among other things. Defendants have knowingly and intentionally failed to comply with Labor
27 Code section 226 and 204 on wage statements that have been provided to Plaintiff and Aggrieved
28 Employees.

1 59. IWC Wage Orders require Defendants to maintain time records showing, among
2 others, when the employee begins and ends each work period, meal periods, split shift intervals
3 and total daily hours worked in an itemized wage statement, and must show all deductions and
4 reimbursements from payment of wages, and accurately report total hours worked by Plaintiff and
5 Aggrieved Employees. On information and belief, Defendants have failed to record all or some of
6 the items delineated in Industrial Wage Orders and Labor Code §226.

7 60. Defendants have failed to accurately record all time worked.

8 61. Defendants have also failed to accurately record the meal and rest period premiums
9 owed and all wages owed per pay period.

10 62. Plaintiff and Aggrieved Employees have been injured as they were unable to
11 determine whether they had been paid correctly for all hours worked per pay period among other
12 things.

13 63. Pursuant to Labor Code section 226, Plaintiff and Aggrieved Employees are
14 entitled up to a maximum of \$4,000 each for record keeping violations.

15 64. Pursuant to Labor Code section 226.3, any employer who violates subdivision (a)
16 of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
17 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee
18 for each violation in a subsequent citation, for which the employer fails to provide the employee a
19 wage deduction statement or fails to keep the records required in subdivision (a) of Section 226.

20 **FAILURE TO INDEMNIFY NECESSARY BUSINESS EXPENSES**

21 65. Labor Code § 2802 requires Defendants to indemnify Plaintiff and Aggrieved
22 Employees for necessary expenditures incurred in direct consequences of the discharge of his or
23 her duties. As a necessary part of employment, Plaintiff and on information and belief Aggrieved
24 Employees, were not adequately reimbursed by Defendants for expenses related to personal
25 cellphone usage as described above, which were incurred as a direct consequence of the discharge
26 of duties by Plaintiff and Aggrieved Employees. Despite these realities of the job, Defendants
27 failed to provide reimbursements.

28 66. Labor Code §2804 states in pertinent part: “Any contract or agreement, express or

1 implied, made by any employee to waive the benefits of this article or any part thereof is null and
2 void, and this article shall not deprive any employee or his or her personal representative of any
3 right or remedy to which he is entitled under the laws of this State.”

4 **FAILURE TO TIMELY PAY WAGES DURING LABOR CODE § 201.3**

5 67. Pursuant to Labor Code section 201.3 (4)(b)(1)(A) “Except as provided in
6 paragraphs (2) to (5), inclusive, if an employee of a temporary services employer is assigned to
7 work for a client, that employee's wages are due and payable no less frequently than weekly,
8 regardless of when the assignment ends, and wages for work performed during any calendar week
9 shall be due and payable not later than the regular payday of the following calendar week. A
10 temporary services employer shall be deemed to have timely paid wages upon completion of an
11 assignment if wages are paid in compliance with this subdivision.”

12 68. Pursuant to Labor Code section 201.3 (4)(B) “Except as provided in paragraphs (2)
13 to (5), inclusive, if an employee of a temporary services employer in the security services industry
14 is a security guard who is registered pursuant to Chapter 11.5 (commencing with Section 7580) of
15 Division 3 of the Business and Professions Code, is employed by a private patrol operator licensed
16 pursuant to that chapter, and is assigned to work for a client, that employee's wages are due and
17 payable no less frequently than weekly, regardless of when the assignment ends, and wages for
18 work performed during any workweek, as defined under Section 500, shall be due and payable not
19 later than the regular payday of the following workweek.”

20 69. Defendants failed to pay Plaintiff and Aggrieved Employees on a weekly basis and
21 instead paid Plaintiff and Aggrieved Employees on a semi-monthly basis in violation of Labor
22 Code section 201.3.

23 70. As a result, Defendants are liable to Plaintiff and Aggrieved Employees for penalties
24 pursuant to Labor Code §203, in an amount according to proof at the time of trial.

25 **FAILURE TO MAINTAIN ACCURATE RECORDS**

26 71. Additionally, Defendants have no accurate records relating to aggrieved
27 employees’ work periods, meal periods, total daily hours worked, total hours worked per payroll
28 period and applicable pay rates, in violation of applicable Wage Orders. Similarly, Defendants

1 failed to maintain accurate records relating to hours worked daily in violation of Labor Code
2 sections 1174(d), 1174.5.

3 **PRAYER FOR RELIEF**

4 As a result of Defendants' unlawful conduct and pursuant to Labor Code section 2699(a)
5 Plaintiff and Aggrieved Employees are entitled to civil penalties for which Defendants are liable
6 due to numerous Labor Code violations as set forth in this Complaint, including without limitation
7 Labor Code section 201-204, 201.3, 227.3, 510, 512, 558, 226, 226.7, 226.3, 1174, 1174.5, 1175,
8 1194, 1197, 1197.1, 1198, 2802 and, 2698 *et seq.*, applicable IWC Wage Orders and California
9 Code of Regulations, Title 8, section 11000 *et. seq.*

10 WHEREFORE, Plaintiff prays for judgment against Defendants, as follows:

- 11 1. For penalties according to proof, pursuant to Labor Code §§ 2698 *et seq.*;
12 2. For reasonable attorneys' fees and costs; and
13 3. For such other and further relief as the Court deems proper.

14
15
16 Dated: January 15, 2025

JAMES HAWKINS APLC

17 By: 

18 JAMES R. HAWKINS
19 GREGORY MAURO
20 MICHAEL CALVO
21 LAUREN FALK,
22 AVA ISSARY

23 Attorneys for Plaintiff SOPHIA HERRERA,
24 on behalf of the general public as private
25 attorney general,
26
27
28

EXHIBIT A

JAMES JH HAWKINS
A PROFESSIONAL LAW CORPORATION
9880 RESEARCH DRIVE, SUITE 200, IRVINE, CALIFORNIA 92618
TELEPHONE (949) 387-7200; FACSIMILE (949) 387-6676

November 6, 2024

Via LWDA Website

Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612
<http://www.dir.ca.gov/Private-Attorneys-General-Act>

Via Certified Mail

METIRI GROUP, LLC, a Delaware Limited Liability Company
Agent for Service of Process:
CHERYL L LEMKE
4136 DEL REY AVE.
MARINA DEL REY, CA 90292
Receipt No.: 9589 0710 5270 1738 0510 02

METIRI ANALYTICAL GROUP, INC., a Delaware Corporation
Agent for Service of Process:
ERIN HAGGERTY
1325 J ST STE 1550, SACRAMENTO, CA 95814
Receipt No.: 9589 0710 5270 2388 9478 82

AGRICULTURE & PRIORITY POLLUTANTS LABORATORIES, LLC, a Delaware
Limited Liability Company
Agent for Service of Process:
1505 Corporation
COGENCY GLOBAL INC.
ERIN HAGGERTY
1325 J STREET, SUITE 1550
SACRAMENTO, CA 95814
Receipt No.: 9589 7010 5270 2388 9478 99

**Re: SECOND AMENDED NOTICE PURSUANT TO LABOR CODE
SECTIONS 2698, *et seq.***

To Whom It May Concern:

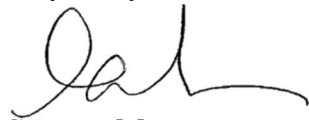
PLEASE TAKE NOTICE that plaintiff SOPHIA HERRERA individually and on behalf of all similarly situated representative aggrieved employees, gives NOTICE to commence and/or amend a civil action pursuant to California Labor Code Sections 2698, *et seq.* Plaintiff hereby gives written notice by certified mail to the Labor and Workforce Development Agency, METIRI ANALYTICAL GROUP, INC., a Delaware Corporation and AGRICULTURE & PRIORITY POLLUTANTS LABORATORIES, LLC; a Delaware Limited Liability Company through its Agent for Service of Process.

This amended notice hereby identifies METIRI ANALYTICAL GROUP, INC. as the correctly named Defendant, and hereby removes and withdraws notice of the incorrectly identified entity METIRI GROUP, LLC, a Delaware Limited Liability Company, from this action.

Plaintiff hereby attaches a copy of the Proposed Amended PAGA Representative Action Complaint to be filed in the Fresno County Superior Court, as though fully set forth herewith setting out the specific provisions of the Labor Code Plaintiff alleges have been violated, including the facts and theories. All labor provisions in the Proposed PAGA Representative Action Complaint alleged to have been violated pertain to all entities and individuals named in the Complaints, even if not expressly specified.

Please advise within sixty (60) days of the post mark on this letter if the LWDA intends to investigate these claims. Thank you, and if you have any questions, please do not hesitate to contact me.

Very Truly Yours,

A handwritten signature in black ink, appearing to read 'Gregory Mauro', with a stylized, cursive script.

Gregory Mauro

Enclosure: Proposed PAGA Representative Action Complaint