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ELECTRONICALLY FILED
Superior Court of California
County of Sonoma
1/16/2025 1:38 PM
By: Kristin Breeden, Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SONOMA

ROSA E. OCHOA, individually, and on behalf of all others similarly situated,

Plaintiff,

v.

LABCON, NORTH AMERICA, a California corporation; and DOES 1 through 10, inclusive,

Defendants.

CASE NO.: 24CV07008

FIRST AMENDED COMPLAINT

CLASS ACTION

1. Failure to Provide Meal Periods
2. Failure to Provide Rest Breaks
3. Failure to Pay Overtime Wages
4. Failure to Pay Minimum Wages
5. Failure to Produce or Make Available Requested Records
6. Failure to Pay Timely Wages
7. Failure to Pay All Wages Due to Discharged and Quitting Employees
8. Failure to Maintain Required Records
9. Failure to Furnish Accurate Itemized Statements
10. Unfair and Unlawful Business Practices

REPRESENTATIVE ACTION

11. Penalties Under the Private Attorneys General Act

DEMAND FOR JURY TRIAL

1. Plaintiff Rosa E. Ochoa ("Plaintiff") brings this class and representative action on behalf herself, and all other similarly situated individuals, against Defendant Labcon, North America ("Defendant" or "Labcon"), and Does 1 through 10, inclusive, to hold Labcon accountable for its wage theft and other violations of California wage-and-hour laws. Plaintiff makes the following allegations on information and belief, except as to allegations pertaining to Plaintiff individually, which are based on her personal knowledge.

INTRODUCTION

2. Labcon has implemented common policies and practices that have resulted in systematic violations of California's Labor Code and the applicable Industrial Welfare Commission ("IWC") Wage Order(s) predicated on, *inter alia*, the failure to provide meal and rest periods, and failure to provide compensation for missed and otherwise unlawful meal and rest periods, unpaid and regular, minimum, and overtime wages, failure to produce or make available requested records, failure to timely pay wages, failure to pay all wages owed and due to discharged or quitting non-exempt employees, failure to maintain required records, and failure to furnish accurate and legally-compliant itemized wage statements.

JURISDICTION AND VENUE

3. The Superior Court of the State of California has jurisdiction in this matter because Plaintiff is a resident of the State of California and Labcon regularly conducts business in the State of California. No federal question is at issue because Plaintiff's claims are based solely on California law.

4. Venue is proper in this judicial district and the County of Sonoma because Plaintiff and other Class members performed work for Labcon in the County of Sonoma, and a substantial portion of the unlawful actions and omissions, as alleged herein, occurred in the County of Sonoma.

THE PARTIES

5. Plaintiff is a resident of the State of California and has worked as a production worker, a non-exempt employee, for Labcon at its warehouse in Petaluma, California from September 2016 to January 2024.

6. On information and belief, Labcon is a California corporation, which has been

authorized to conduct business in, and does conduct business in, the State of California, as a manufacturer of laboratory supplies, at all times relevant herein.

7. The true names and capacities of Does 1 through 10, inclusive, are unknown to Plaintiff at this time, and Plaintiff therefore sues such Defendants under fictitious names. Plaintiff is informed and believes, and thereon alleges, that each Defendants designated as a Doe is in some manner highly responsible for the occurrences alleged herein, and that Plaintiff's and others' injuries and damages, as alleged herein, were proximately caused by the conduct of such Doe Defendants. Plaintiff will seek leave of the Court to amend this Complaint to allege the true names and capacities of such Doe Defendants when ascertained.

CLASS ACTION ALLEGATIONS

8. Pursuant to California Code of Civil Procedure § 382, Plaintiff brings this action on behalf of herself and the following Class:

> All non-exempt employees who worked for Labcon in California during the statute of limitations period.

9. Hereinafter, all non-exempt employees that are part of the Class defined in Paragraph 8 above are referred to as "Class members." The statute of limitations period is four years prior to the filing of this Complaint to the present.

10. Excluded from the Class are the following individuals and/or entities: all individuals who have previously released any legal claims alleged herein; and all individuals who make a timely election to be excluded from this proceeding using the correct protocol for opting out.

11. Plaintiff reserves the right to name additional Class representatives as may be necessary and appropriate. Plaintiff also reserves the right to modify or amend the definition of the proposed Class and/or add subclasses before the Court determines whether certification is appropriate.

12. Plaintiff is a member of the Class.

13. This action is appropriately suited for a class action because:

A. The proposed Class is a significant number. Plaintiff is informed and believes that the proposed Class consists of at least 30 current and former non-exempt employees, rendering joinder impractical.

B. This action involves common questions of law and fact to the proposed Class because the action focuses on Labcon's systematic course of unlawful employment policies and practices, which were applied to all non-exempt employees in a uniform fashion, and in violation of the California Labor Code, applicable IWC Wage Order(s), and the California Business and Professions Code. Common questions of law and fact that will drive the resolution of this action include but are not limited to:

1. Whether Labcon failed to provide Class members with legally compliant meal periods, and whether Labcon properly paid premium pay as a result of missed and non-compliant meal periods;
2. Whether Labcon failed to provide Class members with legally compliant rest breaks, and whether Labcon properly paid premium pay as a result of missed and non-compliant rest breaks;
3. Whether Labcon failed to properly pay overtime to Class members;
4. Whether Labcon failed to properly pay minimum wages to Class members;
5. Whether Labcon failed to produce or make available requested records to Class members;
6. Whether Labcon failed to pay all wages due to Class members that quit or were discharged from employment;
7. Whether Labcon failed to maintain required records and accurate and compliant wage statements for Class members; and
8. Whether Labcon engaged in unfair and/or unlawful business practices.

C. Plaintiff's claims are typical of the proposed Class because the same policies and practices applied to Plaintiff and Class members alike.

D. Plaintiff can fairly and adequately protect the interests of all members of the proposed Class because it is in her best interests to prosecute the claims alleged herein to obtain full

compensation due to the proposed Class for all services rendered and hours worked. Plaintiff has also retained counsel that is experienced in wage-and-hour class action litigation.

FIRST CAUSE OF ACTION
Failure to Provide Required Meal Periods
[Cal. Lab. Code §§ 226.7, 510, 512, 1194, 1197; IWC Wage Order No. 1-2001, § 11]
(*On Behalf of Plaintiff and the Class against All Defendants*)

14. Plaintiff incorporates herein by specific reference, as though fully set forth, the allegations in paragraphs 1 through 13.

15. During the statute of limitations period, Labcon has required, permitted or otherwise suffered Plaintiff and Class members to perform work during their meal periods, to completely skip their meal periods, to take late and short meal periods, and Labcon has otherwise failed to provide the required meal periods to Plaintiff and Class members as required under California Labor Code §§ 226.7, 512, and IWC Wage Order No. 1-2001, § 11.

16. Labcon has implemented several common policies and practices that have caused Plaintiff and Class members to systematically miss and otherwise take non-compliant meal periods.

17. Among other things, Labcon has overworked Plaintiff and Class members such that they missed or otherwise unable to take compliant meal periods. Additionally, Labcon did not adequately notify Class members of their rights to take meal periods or properly schedule meal periods. As a direct consequence, Plaintiff and Class members were required to skip their meal periods altogether, to take them after working longer than five (5) hours, to perform work during their meal periods, or return to work after taking less than a thirty (30) minute meal period.

18. Despite work conditions that systematically result in missed and non-compliant meal periods, and to keep labor costs down, Labcon has implemented a policy and practice of failing to pay meal period premium payments when owed and due.

19. In sum, Labcon has violated California Labor Code §§ 226.7, IWC Wage Order No. 1-2001, § 11, and the California Unfair Competition Law, Cal. Bus. & Prof. Code § 17200, *et. seq.*, by failing to compensate Plaintiff and Class members who were not authorized and permitted to take a complete, timely, uninterrupted meal period, one additional hour of compensation at the proper regular rate of pay for each workday that such a meal period was not authorized or permitted. Labcon

has further violated California Labor Code §§ 226.7, 510, 1194, 1197, and § 11 IWC Wage Order No. 1-2001, by failing to compensate Plaintiff and Class members for all hours worked during their meal periods.

20. As a proximate result of the foregoing violations, Plaintiff and Class members have been damaged in an amount according to proof at trial, and seek all wages earned and due, interest, penalties, expenses, and costs of suit.

SECOND CAUSE OF ACTION
Failure to Provide Required Rest Breaks
[Cal. Lab. Code §§ 226.7, 512; IWC Wage Order No. 1-2001, § 12]
(*On Behalf of Plaintiff and the Class against All Defendants*)

21. Plaintiff incorporates herein by specific reference, as though fully set forth, the allegations in paragraphs 1 through 20.

22. During the statute of limitations period, Labcon has failed to authorize and permit Plaintiff and Class members to take rest breaks as required under California Labor Code §§ 226.7 and 512, and IWC Wage Order No. 1-2001, § 12.

23. The same common policies and practices that deprive Plaintiff and Class members from taking their meal periods, as alleged herein, similarly deprive them of their ability to take their rest breaks. Namely, Labcon has given Plaintiff and Class members unreasonable amounts of work to be completed within their shift such that rest breaks simply could not be taken. This was the result of systematic understaffing and unrealistic work expectations and requirements. In addition, Labcon has failed to adequately notify Plaintiff and Class members of their rights to take rest breaks, has systematically denied them the opportunity to take rest breaks, and has not properly scheduled rest breaks

24. Labcon has further violated California Labor Code § 226.7, IWC Wage Order No. 1-2001, § 12, and the California Unfair Competition Law, Cal. Bus. & Prof. Code § 17200, *et. seq.*, by failing to pay Plaintiff and Class members who were not provided with a rest break one additional hour of compensation at the proper regular rate of pay for each workday that a rest break was not provided.

25. As a proximate result of the foregoing violations, Plaintiff and Class members have

been damaged in an amount according to proof at trial, and seek all wages earned and due, interest, penalties, expenses, and costs of suit.

THIRD CAUSE OF ACTION
Failure to Pay Overtime Wages
[Cal. Lab. Code §§ 510, 1194, 1198; IWC Wage Order No. 1-2001, § 3]
(*On Behalf of Plaintiff and the Class against All Defendants*)

26. Plaintiff incorporates herein by specific reference, as though fully set forth, the allegations in paragraphs 1 through 25.

27. Pursuant to California Labor Code §§ 510, 1194, and IWC Wage Order No. 1-2001, § 3, Labcon is required to compensate Plaintiff and Class members for all overtime, which is calculated at one and one-half (1 ½) times the regular rate of pay for all hours worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the first eight (8) hours on the seventh consecutive workday, with double time for all hours worked in excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours on the seventh consecutive day of work in any workweek.

28. During the statute of limitations period, Labcon has failed to compensate Plaintiff and Class members for all overtime hours worked as required under the foregoing provisions of the California Labor Code and IWC Wage Order No. 1-2001, § 3 by, among other methods, requiring, permitting or suffering Plaintiff and Class members to work off-the-clock (including *inter alia*, during meal and rest periods), and other methods to be discovered.

29. Labcon has also failed to properly calculate Class members' regular rates of pay for the purposes of determining their overtime rates by, *inter alia*, failing to properly calculate the regular rate of pay by including required forms of remuneration for the purposes of calculating overtime pay owed and due including bonuses, requiring, permitting or suffering Plaintiff and Class members to work off-the-clock, and requiring, suffering, or permitting Plaintiff and Class members to work through meal and rest periods but not compensating them for this time, and failing to include this time in all hours worked, thereby failing to properly pay employees one and one-half times their regular rates at which they were employed for hours worked over forty in a week and/or over 8 hours per day.

30. Labcon's conduct described herein violates California Labor Code §§ 510, 1194, 1198 and IWC Wage Order No. 1-2001, § 3. Therefore, pursuant to California Labor Code §§ 200, 203, 226, 558, 1194, 1197.1, Plaintiff and Class members are entitled to recover the unpaid balance of wages owed to them by Labcon, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

FOURTH CAUSE OF ACTION
Failure to Pay Minimum Wages
[Cal. Lab. Code §§ 1194, 1197; IWC Wage Order No. 4-2001, § 4]
(*On Behalf of Plaintiff and the Class against All Defendants*)

31. Plaintiff incorporates herein by specific reference, as though fully set forth, the allegations in paragraphs 1 through 30.

32. Pursuant to Cal. Lab. Code §§ 1194, 1197, and § 4 of IWC Wage Order No. 4, and any other applicable IWC Wage Order, payment to an employee of less than the applicable minimum wage for all hours worked in a payroll period is unlawful.

33. During the statute of limitations period, the hourly rates for Plaintiff and Class members were near minimum wage. Based on this common practice, Labcon has failed to actually pay Plaintiff and Class members minimum wages for all hours worked by, among other methods, requiring, permitting or suffering Plaintiff and Class members to work off-the-clock (including *inter alia*, during meal and rest periods), and other methods to be discovered.

34. Labcon's conduct described herein violates Cal. Lab. Code §§ 1194, 1197, and § 4 of IWC Wage Order No. 4, and any other applicable IWC Wage Order. As a proximate result of the aforementioned violations, Plaintiff and Class members have been damaged in an amount according to proof at trial. Therefore, pursuant to California Labor Code §§ 200, 203, 226, 558, 1194, 1197.1, and any other applicable law, Plaintiff and Class members are entitled to recover the unpaid balance of wages owed to them by Labcon, plus interest, penalties, attorneys' fees, expenses, and costs of suit

FIFTH CAUSE OF ACTION
Failure to Produce or Make Available Requested Records
[Cal. Lab. Code §§ 226, 432, 1198.5]
(*On Behalf of Plaintiff and the Class against All Defendants*)

35. Plaintiff incorporates herein by specific reference, as though fully set forth, the allegations in paragraphs 1 through 34.

36. Labcon knew or should have known that as an employer, it was required to create and

maintain documents and records pertaining to Plaintiff, including but not limited to, records of hours worked, records reflecting dates of employment, documents signed by Plaintiff relating to the obtaining or holding of his employment, etc.

37. Labcon also knew or should have known that as an employer, it was required to produce for inspection or copying, or otherwise permit for inspection or copying records pertaining to Plaintiff, including but not limited to, records of hours worked, records reflecting dates of employment, documents signed by Plaintiff relating to the obtaining or holding of their employment, etc.

38. At all times relevant herein, Cal. Lab. Code § 226(a) has required California employers to keep and maintain records reflecting an employee's gross wages earned, total hours worked, all deductions taken from total wages paid, inclusive dates for the pay periods paid, the name, address and an identification number of employees, the name and address of the legal entity that is the employer, and all hourly rates in effect and the corresponding number of hours worked at each rate.

39. At all times relevant herein, Cal. Lab. Code § 226(b) has provided, in relevant part, "[a]n employer that is required by this code or any regulation adopted pursuant to this code to keep the information required by subdivision (a) shall afford current and former employees the right to inspect or copy records pertaining to their employment, upon reasonable request to the employer."

40. At all times relevant herein, Cal. Lab. Code § 226(c) has provided, in relevant part, "[a]n employer who receives a written or oral request to inspect or copy records pursuant to subdivision (b) pertaining to a current or former employee shall comply with the request as soon as practicable, but no later than 21 calendar days from the date of the request. A violation of this subdivision is an infraction. Impossibility of performance, not caused by or a result of a violation of law, shall be an affirmative defense for an employer in any action alleging a violation of this subdivision."

41. At all times relevant herein, Cal. Lab. Code § 226(f) has provided, "[a] failure by an employer to permit a current or former employee to inspect or copy records within the time set forth in subdivision (c) entitles the current or former employee or the Labor Commissioner to recover a

seven-hundred-fifty-dollar ($750) penalty from the employer."

42. At all times relevant herein, Cal. Lab. Code § 226(h) has provided, "[a]n employee may also bring an action for injunctive relief to ensure compliance with this section, and is entitled to an award of costs and reasonable attorney's fees."

43. At all times relevant herein, Cal. Lab. Code § 432 has provided, "[i]f an employee or applicant signs any instrument relating to the obtaining or holding of employment, he shall be given a copy of the instrument upon request."

44. At all times relevant herein, Cal. Lab. Code § 433 has provided, "[a]ny person violating this article-is guilty of a misdemeanor."

45. At all times relevant herein, Cal. Lab. Code § 1198.5(a) has provided, "[e]very current and former employee, or his or her representative, has the right to inspect and receive a copy of the personnel records that the employer maintains relating to the employee's performance or to any grievance concerning the employee."

46. At all times relevant herein, Cal. Lab. Code § 1198.5(b)(1) has provided, in relevant part, "[t]he employer shall make the contents of those personnel records available for inspection to the current or former employee, or his or her representative, at reasonable intervals and at reasonable times, but not later than 30 calendar days from the date the employer receives a written request, unless the current or former employee, or his or her representative, and the employer agree in writing to a date beyond 30 calendar days to inspect the records, and the agreed-upon date does not exceed 35 calendar days from the employer's receipt of the written request. Upon a written request from a current or former employee, or his or her representative, the employer shall also provide a copy of the personnel records, at a charge not to exceed the actual cost of reproduction, not later than 30 calendar days from the date the employer receives the request, unless the current or former employee, or his or her representative, and the employer agree in writing to a date beyond 30 calendar days to produce a copy of the records, as long as the agreed-upon date does not exceed 35 calendar days from the employer's receipt of the written request."

47. At all times relevant herein, Cal. Lab. Code § 1198.5(c)(1) has required California employers, with regard to all employees, to "maintain a copy of each employee's personnel records

for a period of not less than three years after termination of employment." Cal. Lab. Code § 1198.5(c)(3)(A) has required employers, with regard to former employees, to "make a former employee's personnel records available for inspection, and, if requested by the employee or his or her representative, provide a copy thereof, at the location where the employer stores the records, unless the parties mutually agree in writing to a different location. A former employee may receive a copy by mail if he or she reimburses the employer for actual postal expenses."

48. On or about February 15, 2024, Plaintiff, through her counsel, sent Labcon a written request for records relating to her employment.

49. On or about February 20, 2024, Labcon's Human Resources Director, received Plaintiff's request for her personnel file.

50. As of April 16, 2024—approximately 61 days after Plaintiff' request— Labcon had not produced any records or provided any response to Plaintiff regarding her request for records to which she is statutorily entitled.

51. On information and belief, it is Labcon's policy and practice to willfully ignore employee requests for their employment records to stonewall employees from receiving information pertinent to their employment. On further information and belief, Labcon has implemented this policy to conceal its unfair and unlawful employment practices.

52. Labcon's fai1ure to timely comply with Plaintiff's reasonable records request violates the provisions of Cal. Lab Code §§ 226, 432, and 1198.5.

53. Pursuant to Cal. Lab. Code § 226(f) and (h) and 1198.5(k), Plaintiff is entitled to recover statutory penalties of at least $750, injunctive relief, as well as costs and attorneys' fees.

SIXTH CAUSE OF ACTION
Failure to Pay Timely Wages
[Cal. Lab. Code §§ 204, 210]
(*On Behalf of Plaintiff and the Class against All Defendants*)

54. Plaintiff incorporates herein by specific reference, as though fully set forth, the allegations in paragraphs 1 through 53.

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

56. During the statute of limitations period, Labcon has, among other things, failed to pay Plaintiff and Class members all wages earned and due to them, including, meal and rest period premiums owed and due, within any time period permissible under California Labor Code § 204.

57. As a proximate result of Labcon's unlawful actions and omissions, Plaintiff and Class members are entitled to all available statutory penalties, including but not limited to, civil penalties pursuant to California Labor Code §§ 200, 210, 558, 1194, 1197.1, 2699(a), and other applicable provisions under the California Labor Code and applicable IWC Wage Order, and an award of costs, expenses, and reasonable attorneys' fees.

SEVENTH CAUSE OF ACTION
Failure to Pay All Wages Due to Discharged and Quitting Employees
[Cal. Lab. Code §§ 201-203]
(*On Behalf of Plaintiff and the Class against All Defendants*)

58. Plaintiff incorporates herein by specific reference, as though fully set forth, the allegations in paragraphs 1 through 57.

59. Pursuant to California Labor Code §§ 201, 202 and 203, Labcon is required to pay all earned and unpaid wages to an employee who is discharged. California Labor Code § 201 mandates that if an employer discharges an employee, the employee's wages accrued and unpaid at the time of discharge are due and payable immediately.

60. Furthermore, pursuant to California Labor Code § 202, Labcon is required to pay all accrued wages due to an employee no later than 72 hours after the employee quits his or her employment, unless the employee provided 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or wages at the time of quitting.

61. California Labor Code § 203 provides that if an employer willfully fails to pay, in accordance with California Labor Code §§ 201 and 202, any wages of an employee who is discharged or who quits, the employer is liable for waiting time penalties in the form of continued compensation to the employee at the same rate for up to 30 workdays.

62. During the statute of limitations period, Labcon has willfully failed to pay accrued wages and other compensation to Plaintiff and Class members in accordance with California Labor Code §§ 201 and 202. Labcon does not have an adequate policy in place to pay non-exempt employees their final paychecks within the timeframes articulated above. Moreover, because Labcon has failed and continue to fail to properly compensate Plaintiff and Class members for all hours worked when due, overtime wages, and compensation for non-compliant meal and rest periods, Labcon has also willfully failed and continues to fail to pay accrued wages and other compensation to Plaintiff and Class members in accordance with California Labor Code §§ 201 and 202.

63. As a result, Plaintiff and Class members are entitled to all available statutory penalties, including the waiting time penalties provided in California Labor Code § 203, together with interest thereon, as well as all other available remedies.

EIGHTH CAUSE OF ACTION
Failure to Maintain Required Records
[Cal. Lab. Code §§ 226, 1174; IWC Wage Order No. 1-2001, § 7]
(*On Behalf of Plaintiff and the Class against All Defendants*)

64. Plaintiff incorporates herein by specific reference, as though fully set forth, the allegations in paragraphs 1 through 63.

65. During the statute of limitations period, Labcon has knowingly and intentionally failed to maintain records as required under California Labor Code §§ 226(a) and 1174(d) and IWC Wage Order No. 1-2001, § 7, including but not limited to, the following records: total daily hours worked by each employee; applicable rates of pay; all deductions; meal periods; time records showing when each employee begins and ends each work period; and accurate itemized statements. Moreover, Labcon has not provided non-exempt employees with proper meal and rest periods, but it omits from the wage statements such compensation and/or remuneration owed and due. Additionally, Labcon has required non-exempt employees to work off-the-clock but failed to record this time or compensate

them for this time, which invariably results in inaccurate time and payroll records.

66. As a proximate result of Labcon's unlawful actions and omissions, Plaintiff and Class members have been damaged in an amount according to proof at trial, and are entitled to all wages earned and due, plus interest thereon. Additionally, Plaintiff and Class members are entitled to all available penalties, including but not limited to, penalties pursuant to California Labor Code §§ 226(e), 226.3, and 1174.5, and an award of costs, expenses, and reasonable attorneys' fees, including but not limited to those provided in California Labor Code § 226(e), as well as all other available remedies.

NINTH CAUSE OF ACTION
Failure to Furnish Accurate Itemized Wage Statements
[Cal. Lab. Code §§ 226; IWC Wage Order No. 1-2001, § 7]
(*On Behalf of Plaintiff and the Class against All Defendants*)

67. Plaintiff incorporates herein by specific reference, as though fully set forth, the allegations in paragraphs 1 through 66.

68. During the statute of limitations period, Labcon has failed to provide Plaintiff and Class members with timely and accurate itemized wage statements. Labcon's pay stubs violate California Labor Code § 226 in that Labcon has not provided Plaintiff and Class members with compliant meal and rest periods, but it failed to include in their wage statements one (1) additional hour of compensation at their regular rates of pay for each missed or non-compliant meal or rest period, as required under California law. *See Naranjo v. Spectrum Sec. Servs., Inc.* (2022) 13 Cal.5th 93, 972 ("failure to report premium pay for missed breaks can support monetary liability under section 226 for failure to supply an accurate itemized statement reflecting an employee's gross wages earned, net wages earned, and credited hours worked."). Moreover, Labcon has not properly paid Plaintiff and Class members regular, minimum, and overtime wages owed and due to them. Labcon has also suffered and permitted Plaintiff and Class members to work off-the-clock without compensation, yet such hours worked and compensation and/or remuneration are not listed on the wage statements.

69. In addition, Labcon's wage statements violate California Labor Code § 226(a)(7) because they list Plaintiff and Class members' full social security numbers. To protect employees'

privacy interests, an employer must list on the employee's wage statement: "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." Cal Lab. Code § 226(a)(7). This prohibition is also clear from the legislative history of the statute. When Cal. Lab. Code § 226 was amended in January 1, 2008, the California legislature expressly removed the language that previously allowed employers to list the full social security number.

70. As a proximate result of Labcon's unlawful actions and omissions, Plaintiff and Class members have been damaged in an amount according to proof at trial, and seek all wages earned and due, plus interest thereon. Additionally, Plaintiff and Class members are entitled to all available penalties, including but not limited to penalties pursuant to California Labor Code §§ 226(e), 226.3, and 1174.5, and an award of costs, expenses, and reasonable attorneys' fees, including but not limited to those provided in California Labor Code § 226(e), as well as any other available remedies.

TENTH CAUSE OF ACTION
Unfair and Unlawful Business Practices
[Cal. Bus. & Prof. Code § 17200, *et. seq.*]
(*On Behalf of Plaintiff and the Class against All Defendants*)

71. Plaintiff incorporates herein by specific reference, as though fully set forth, the allegations in paragraphs 1 through 70.

72. Each and every one of Labcon's acts and omissions in violation of the California Labor Code and/or the applicable IWC Wage Order as alleged herein, including but not limited to, Labcon's failure to provide required meal and rest periods, failure to pay all wages due to discharged or quitting employees or to pay timely wages, failure to furnish accurate itemized wage statements or to maintain required records, failure to pay proper regular, minimum, and overtime wages, and failure produce or make available requested records, constitute an unfair and unlawful business practice under California Business and Professions Code § 17200, *et seq.*[1]

73. Labcon's violations of California wage-and-hour laws constitute a business practice

[1] Labcon has also failed to provide required information to Plaintiff and Class members at the time of hiring as required under California Labor Code § 2810.5

because the foregoing acts and omissions were done repeatedly over a significant period of time, and in a systematic manner, to the detriment of Plaintiff and Class members.

74. Labcon has avoided payment of wages, the provision of meal and rest periods, and other benefits as required by the California Labor Code, the California Code of Regulations, and the applicable IWC Wage Order. Further, Labcon has failed to record, report, and pay the correct sums of assessment to the state authorities under the California Labor Code and other applicable regulations.

75. As a result of these unfair and unlawful business practices, Labcon has reaped unfair and illegal profits during the statute of limitations period at the expense of Plaintiff and Class members, and members of the public. Labcon should be made to disgorge its ill-gotten gains and to restore them to Plaintiff and Class members, in an amount according to proof at the time of trial.

ELEVENTH CAUSE OF ACTION
Representative Action for Civil Penalties
[Cal. Lab. Code § 2698, *et seq.*]
(*On Behalf of Plaintiff and State of California against All Defendants*)

76. Plaintiff incorporates herein by specific reference as though fully set forth the allegations in paragraphs 1 through 75, except the allegations in Paragraphs 8 through 13.

77. Plaintiff was a non-exempt employee of Labcon during the time period beginning one year and 65 days prior to the filing of the complaint (i.e., September 17, 2023) to the present. Plaintiff also personally experienced the violations of the California Labor Code and IWC Wage Order alleged herein. Thus, Plaintiff is an "aggrieved employee." *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th 745, 757 ("For PAGA standing a plaintiff need only have been employed by the violator and affected by 'one or more' of the alleged violations. (Sec. 2699, subds. (a), (c)").

78. On October 30 and November 11, 2024, Plaintiff gave written notice by certified mail pursuant to California Labor Code § 2699.3, to the LWDA and Labcon, of the specific provisions of the California Labor Code and IWC Wage Order(s) alleged to have been violated, including the facts and theories to support the alleged violations. Within sixty-five (65) calendar days of the postmark date of Plaintiff's November 11, 2024 notice letter, the LWDA did not inform Plaintiff that it intends to investigate the alleged violations. Nor did Labcon substantively respond to any of the allegations contained in the notice letter or even attempt to remedy any of the alleged violations. Therefore,

Plaintiff has complied with all requirements set forth in California Labor Code § 2699.3 to commence a representative action under the California Private Attorneys General Act of 2004 ("PAGA"), Cal. Lab. Code § 2698-2699.5.

79. Pursuant to California Labor Code § 2699, Plaintiff seeks to recover civil penalties under the PAGA for Labcon's violations of the provisions of the California Labor Code and IWC Wage Order alleged herein.

80. Any civil penalties recovered under this action will be allocated as follows: seventy-five (75) percent to the State of California and twenty-five (25) percent to Plaintiff and aggrieved employees.

81. Plaintiff additionally seeks reasonable attorneys' fees and costs pursuant to California Labor Code § 2699(g)(1).

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of herself and all others similarly situated, respectfully prays for relief against Labcon, and Does 1 through 10, inclusive, and each of them, as follows:

1. For compensatory damages in an amount to be ascertained at trial;

2. For restitution of all monies due to Plaintiff and Class members, as well as disgorged profits from the unfair and unlawful business practices of Labcon;

3. For meal and rest period premium pay pursuant to Cal. Lab. Code § 226.7 and Cal. Code of Reg., Title 8, Section 3395, and IWC Wage Order No. 1-2001;

4. For waiting time penalties pursuant to Cal. Lab. Code § 203;

5. For statutory and civil penalties according to proof;

6. For interest on the unpaid wages at 10 percent per annum pursuant to Cal. Lab. Code §§ 218.6, Cal. Civ. Code §§ 3287, 3288, and/or any other applicable provision providing for pre-judgment interest;

7. For reasonable attorneys' fees and costs pursuant to Cal. Lab. Code §§ 1194, 218.5, 226, and 2699(g)(1), Cal. Code Civ. P. § 1021.5, and/or any other applicable provisions providing for attorneys' fees and costs;

8. For declaratory relief;

9. For an order certifying the First through Tenth Causes of Action as a class action;

10. For an order appointing Plaintiff as Class representative and Plaintiff's counsel as Class counsel; and

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

DEMAND FOR JURY TRIAL

Plaintiff, on behalf of herself and all others similarly situated, hereby demands a jury trial with respect to all issues triable of right by jury.

DATED: January 16, 2025

THE WAND LAW FIRM, P.C.



By: _____
Aubry Wand

Counsel for Plaintiff and the Putative Class