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

MIGUEL ANGEL ROSADO CRUZ, as a
designated Private Attorney General,
pursuant to the Private Attorney General
Act,

Plaintiff,

v.

LABORATORY CORPORATION OF
AMERICA; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: CIVSB2500500

COMPLAINT FOR DAMAGES

1. Violation of the Private Attorneys General Act, Labor Code §2698 et seq. for Recovery of Unpaid Wages and Overtime;
2. Violation of the Private Attorneys General Act, Labor Code §2698 et seq for Failure to Provide Meal Periods;
3. Violation of the Private Attorneys General Act, Labor Code §2698 et seq for Failure to Provide Rest Periods;
4. Violation of the Private Attorneys General Act, Labor Code §2698 et seq for Failure to Provide Accurate Itemized Wage Statements; and
5. Violation of the Private Attorneys General Act, Labor Code §2698 et seq for Failure to Pay Wages Due Upon Termination of Employment.

1 Plaintiff MIGUEL ANGEL ROSADO CRUZ (“Plaintiff”) complains and alleges as
2 follows:

3 **INTRODUCTION**

4 1. This is an action brought on behalf of state of California as a Private Attorney
5 General pursuant to the Private Attorney General Act (2004), and more specifically, Labor Code
6 §2698 et seq. as a result of one or more of the violations of the California Labor Code alleged
7 herein by Defendant LABORATORY CORPORATION OF AMERICA (“Defendant”). The term
8 “RELEVANT TIME PERIOD” or “TIME PERIOD” is defined as one (1) year and sixty-five (65)
9 days prior to the filing of the complaint. Plaintiff as a Private Attorney General, reserves the right
10 to amend this complaint to reflect a different “Time Period” as further discovery is conducted.

11 2. Plaintiff, on behalf of the State of California as a Private Attorney General seeks
12 relief against Defendant for its: (1) failure to pay all wages due, including minimum and overtime
13 wages; (2) statements failure to provide meal periods or compensation in lieu thereof, (3) failure
14 to provide rest periods or compensation in lieu thereof, (4) failure to provide accurate itemized
15 wage statements; and (5) failure to pay wages due upon termination of employment.

16 3. At all relevant times herein, Defendant has consistently maintained and enforced
17 the following unlawful policies and practices against its workforce by:

- 18 (a) Willfully refusing to pay all hours worked, including both minimum and overtime
19 wages;
20 (b) Willfully refusing to provide timely uninterrupted meal and rest periods or
21 adequate compensation in lieu thereof; and
22 (c) Willfully refusing to furnish accurate itemized wage statements upon payment of
23 wages; and
24 (d) Willfully refusing to pay all wages due upon separation of employment;

25 **JURISDICTION AND VENUE**

26 4. This Court has subject matter jurisdiction over the causes of action alleged in this
27 complaint because the Court is a court of general subject matter jurisdiction and is not otherwise
28 excluded from exercising subject matter jurisdiction over said causes of action.

1 business plan, or policy in all respects pertinent hereto, and the acts of each Defendant are legally
2 attributable to the other Defendants. Furthermore, Defendants operate as a joint venture and/or
3 single business enterprise, integrated enterprise and/or are agents of one another, are alter egos,
4 joint employers and conspire with one another to increase profits by engaging in the conduct
5 described in this complaint.

6 12. Plaintiff is informed and believes, and based thereon alleges, that each Defendant
7 acted in all respects as the agent, servant, partner, joint venture, alter-ego, employee, proxy,
8 managing agent, and/or principal of the co-Defendants, and in performing the actions mentioned
9 below was acting, at least in part, within the course and scope of that authority as such agent,
10 proxy, servant, partner, joint venture, employee, alter-ego, managing agent, and/or principal with
11 the permission and consent of the co-Defendants. Plaintiff also alleges the acts of each Defendant
12 are legally attributable to the other Defendants.

13 **PAGA ADMINISTRATIVE PREREQUISITE**

14 13. Plaintiff brings this case as Private Attorney General pursuant to the Private
15 Attorney General Act (2004), and more specifically, Labor Code section 2698 et seq. seeking
16 penalties, as provided by the Private Attorney General Act, Labor Code section 2698 et seq.
17 (“PAGA”).

18 14. Prior to filing this complaint, on October 29, 2024, Plaintiff gave written notice by
19 certified electronic mail to the Labor and Workforce Development Agency (“LWDA”) and to
20 Defendant of the specified provisions alleged to have been violated, including the facts and
21 theories to support the alleged violation as required by Labor Code section 2699.3. A true and
22 correct copy of Plaintiff’s original letter dated October 29, 2024, sent to the LWDA on October
23 29, 2024, is attached hereto as Exhibit A.

24 15. More than sixty-five (65) days have passed since Plaintiff submitted his notice to
25 the LWDA and Defendant of the specific alleged Labor Code violations, and the LWDA has not
26 provided notice to Plaintiff of its intent to investigate such alleged violations. Plaintiff further has
27 received no notice of Defendant; intent to cure any of the alleged violations. Therefore, Plaintiff
28 has satisfied the administrative prerequisites for filing this action as a Private Attorney General

1 with regard to his PAGA notice.

2 **FACTUAL ALLEGATIONS**

3 16. This lawsuit arises out of an ongoing wrongful scheme by Defendant to deny its
4 employees the benefits due under California's wage and hour laws for work performed in
5 California. Defendant wrongfully refused to compensate its employees for minimum wages,
6 overtime compensation, provide timely uninterrupted meal and rest periods, provide accurate
7 wage statements, and pay wages owed at the end of the employment, as required under California
8 law.

9 17. Throughout the Relevant Time Period, Defendant employed hourly non-exempt
10 positions throughout California. Defendant failed to include all remuneration paid to all hourly
11 non-exempt employees when calculating Plaintiff's and other non-exempt hourly employees'
12 regular rate for purposes of overtime rate of pay. Specifically, Defendant paid hour non-exempt
13 employees incentive payments and shift differential pay and failed to include it when calculating
14 Plaintiff's and other non-exempt hourly employees' regular rate for purposes of overtime rate of
15 pay.

16 18. Plaintiff is informed and believes, and based thereon alleges, that Defendant's
17 policies and practices described herein are common within the State of California.

18 19. Plaintiff is informed and believes, and based thereon alleges, that at all times
19 herein mentioned, Defendant was advised by skilled lawyers, employees and other professionals
20 who were knowledgeable about California's wage and hour laws, employment and personnel
21 practices, and the requirements of California law.

22 20. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew
23 or should have known that by not compensating its employees for all hours worked, including
24 minimum, regular, and overtime wages, for work that was required to be performed was in
25 violation of the California labor code. In violation of the Labor Code and IWC Wage Orders,
26 Defendant failed to pay its employees earned wages by failing to compensate at the mandatory
27 minimum wage and proper overtime rate. Defendant also failed to pay its employees at the
28 requisite overtime rate for all hours worked in excess of eight (8) hours and/or twelve (12) hours

1 per workday.

2 21. Plaintiff alleges that Defendant failed to compensate its employees at the legally
3 mandated wage rates for all hours worked. Specifically, Defendant failed to pay Plaintiff and
4 other non-exempt hourly employees earned wages by failing to pay for all hours worked and
5 failing to pay for all hours worked and the proper overtime rate of pay, among other things.
6 Plaintiff and other non-exempt hourly employees were frequently required to work through meal
7 periods and attend to work responsibilities while off-the-clock. Further, Defendant failed or
8 refused to provide premium compensation to Plaintiff and other non-exempt hourly employees
9 for all late meal periods, short meal periods, and all missing meal periods. Further, Defendant
10 failed to record and/or pay Plaintiff and other non-exempt hourly employees for all hours worked
11 wherein Defendant's employees were denied pay each workday while attempting to clock in for
12 their shifts.

13 22. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew
14 or should have known that it was required to provide its employees with itemized wage statements
15 that accurately showed their actual hours worked, total hours worked, number of hours worked at
16 each hourly rate, gross and net wages earned, and premium wages earned per pay period in
17 accordance with California law. In violation of the Labor Code, Defendant failed to provide its
18 employees with accurate itemized wage statements showing their rate of pay, the actual hours
19 worked, correct premium wages earned per pay period, as well as the total hours work per pay
20 period.

21 23. By failing to include on its wage statements all minimum wage and overtime owed,
22 Defendant failed to keep and provide accurate wage statements in violation of the California labor
23 code.

24 24. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew
25 or should have known that its employees were entitled to timely payment of wages due upon
26 separation of employment. In violation of the Labor Code, Defendant failed to pay all wages due,
27 within permissible time periods, upon separation of employment.

28 ///

VIOLATION OF PAGA FOR RECOVERY OF UNPAID MINIMUM WAGE AND OVERTIME

25. Plaintiff realleges and incorporates by reference the preceding paragraphs of this complaint as if fully set forth herein.

27. Defendant's employees regularly worked over eight (8) hours per day and forty (40) hours per week. Defendant failed to pay its employees minimum wage for all hours worked and overtime premium for hours worked in excess of over eight (8) hours per day and/or forty (40) hours per week for work performed for the Defendant. Defendant failed to include all remuneration paid to hourly non-exempt employees for incentive payments and other types of remuneration including shift differential payment, which are not statutory, when calculating Plaintiff's and other non-exempt hourly employees' regular rate for purposes of overtime and double-time rate of pay. In addition, Plaintiff and class members were obligated to work off-the-clock as a result of Defendant's failure to adequately staff employees and Defendant exerted control of Plaintiff and other employees off-the-clock.

28. Since the LWDA has not indicated that it will be investigating more than sixty-five (65) days since Plaintiff provided notice, and because Defendant took no corrective action to remedy the allegations set forth above, Plaintiff, as a Private Attorney General, will seek any and all penalties otherwise capable of being collected by the Labor Commission, the LWDA and/or the Department of Labor Standards Enforcement (“DLSE”). This includes each of the following, as set forth in Labor Code section 2699.5, which provides that section 2699.3, subdivision (a), applies to any alleged violation of the following provisions: 510 and 1194.

29. Plaintiff is informed and believes that Defendant have violated, and continues to violate, provisions of the Labor Code and applicable Wage Orders related to the payment of minimum wages and overtime.

31. Additionally, Plaintiff as a Private Attorney General are entitled to attorney's fees and costs pursuant to Labor Code sections 2699, subdivision (g)(1), 218.5, 1194, and prejudgment interest.

32. Plaintiff realleges and incorporates by reference the preceding paragraphs of this complaint as if fully set forth herein.

34. Labor Code section 226.7 provides that if an employer fails to provide an employee with a meal period in accordance with this section, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided in accordance with this section. Plaintiff alleges Defendant failed to provide legally compliant meal periods in addition to impeding, discouraging, dissuading and/or not relieving employees from all work duties during meal periods thereby preventing employees from taking legally compliant meal periods.

1 44. Plaintiff, as a Private Attorney General, will and does seek to recover any and all
2 penalties for each and every violation shown to exist or to have occurred during the Relevant
3 Time Period, in an amount according to proof, as to those penalties that are otherwise only
4 available to public agency enforcement actions.

5 45. Additionally, Plaintiff as a Private Attorney General are entitled to attorney's fees
6 and costs pursuant to Labor Code sections 2699, subdivision (g)(1), 218.5, 1194, and prejudgment
7 interest.

8 **FOURTH CAUSE OF ACTION**

9 **VIOLATION OF PAGA FOR FAILURE TO PROVIDE ACCURATE ITEMIZED**
10 **WAGE STATEMENTS**

11 **(Plaintiff As a Private Attorney General Against All Defendants)**

12 46. Plaintiff realleges and incorporates by reference the preceding paragraphs of this
13 complaint as if fully set forth herein.

14 47. Labor Code section 226, subdivision (a), states in pertinent part that, "every
15 employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her
16 employees, either as a detachable part of the check, draft, or voucher paying the employee's
17 wages, or separately when wages are paid by personal check or cash, an accurate itemized
18 statement in writing showing: (1) gross wages earned; (2) total hours worked by the employee . .
19 . ; (3) the number of piece-rate units earned . . . ; (4) all deductions . . . ; (5) net wages; (6) the
20 inclusive dates of the period for which the employee is paid; (7) the name of the employee and
21 only the last four digits of his or her social security number or an employee identification number
22 other than a social security number; (8) the name and address of the legal entity that is the
23 employer . . . ; and (9) all applicable hourly rates in effect during the pay period and corresponding
24 number of hours worked at each hourly rate by the employee..." (Lab. Code, § 226.)

25 48. Defendant knowingly and intentionally failed to provide timely and accurate
26 itemized wage statements to its employees in accordance with Labor Code section 226,
27 subdivision (a), by failing to record the accurate number of hours worked, the accurate rate of pay
28 for each hour worked, the accurate amount of premiums wages earned, the accurate net pay, and

1 the accurate gross pay. Such failure caused injury to its employees in violation of the California
2 labor code.

3 49. Plaintiff, as a Private Attorney General pursuant to the Private Attorney General
4 Act (2004), and more specifically, Labor Code section 2698, will and does seek to recover any
5 and all penalties for each and every violation shown to exist or to have occurred during the
6 Relevant Time Period, in an amount according to proof, as to those penalties that are otherwise
7 only available to public agency enforcement actions. Funds recovered will be distributed in
8 accordance with the PAGA.

9 50. Additionally, Plaintiff is entitled to attorneys' fees and costs pursuant to Labor
10 Code section 2699, subdivision (g)(1), and prejudgment interest.

11 **FIFTH CAUSE OF ACTION**

12 **VIOLATION OF PAGA FOR FAILURE TO PAY WAGES DUE UPON**

13 **TERMINATION OF EMPLOYMENT**

14 **(Plaintiff As a Private Attorney General Against All Defendants)**

15 51. Plaintiff realleges and incorporates by reference the preceding paragraphs of this
16 complaint as if fully set forth herein.

17 52. Employees who ended their employment with Defendant during the Relevant
18 Time Period, were entitled to be promptly paid all wages owed, including both minimum wage
19 and lawful overtime compensation and other premiums, as required by Labor Code sections 201
20 and 203.

21 53. Defendant refused and/or failed to promptly compensate its employees for wages
22 owed as a result of Defendant's failure to properly pay meal and rest break premiums, and
23 minimum and overtime compensation owed for work performed for Defendant.

24 54. Plaintiff, as a Private Attorney General pursuant to the Private Attorney General
25 Act (2004, and more specifically, Labor Code §2698 et seq, will seek any and all penalties
26 otherwise capable of being collected by the Labor Commission and/or the DLSE. This includes
27 each of the following, as set forth in Labor Code section 2699.5, which provides that section
28 2699.3, subdivision (a), applies to any alleged violation of the following provisions: 201-203,

226, 226.7, 510, 512, 1174, and 1194.

55. Plaintiff, as a personal representative of the general public, will and does seek to recover any and all penalties for each and every violation shown to exist or to have occurred during the Relevant Time Period, in an amount according to proof, as to those penalties that are otherwise only available to public agency enforcement actions. Funds recovered will be distributed in accordance with the PAGA.

56. Additionally, Plaintiff as a Private Attorney General is entitled to attorneys' fees and costs pursuant to Labor Code section 2699, subdivision (g)(1), and prejudgment interest.

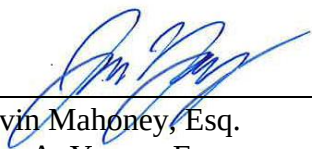
PRAYER FOR RELIEF

WHEREFORE, Plaintiff as a Private Attorney General pray for judgment as follows:

1. For civil penalties for each violation as provided by law, including, but not limited to, those civil penalties provided by PAGA;
2. For costs of suit and expenses incurred herein pursuant to Labor Code section 2699, subdivision (g), and any other statutory basis or pursuant to the California Rules of Court;
3. For reasonable attorneys' fees pursuant to Labor Code section 2699, subdivision (g), and any other statutory basis; and
4. For all such other and further relief as the Court may deem just and proper.

Dated: January 3, 2025

MAHONEY LAW GROUP, APC



Kevin Mahoney, Esq.
John A. Young, Esq.
Attorneys for Plaintiff MIGUEL ANGEL
ROSADO CRUZ