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County of San Diego
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Clerk of the Superior Court
By N. Argamosa , Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

LORETO FRANCO, an individual, on behalf
of himself and all others similarly situated,

Plaintiff,

vs.

PRECISION ONE MEDICAL, INC. a
California corporation, HENRY SCHEIN,
INC., a Delaware corporation, and DOES 1-50,
inclusive,

Defendant.

Case No.: 25CU001235N

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT FOR:**

- 1. Failure to Pay For All Hours Worked,
Including Overtime Hours Worked**
- 2. Failure to Pay All Wages Owed Twice
Per Month**
- 3. Failure to Pay Minimum Wage**
- 4. Failure to Provide Compliant Meal
Breaks**
- 5. Failure to Provide Rest Breaks**
- 6. Failure to Provide Accurate Itemized
Wage Statements & Violation of
Record Keeping Requirements**
- 7. Unlawful Business Practices Bus &
Prof. Code §17200**
- 8. Private Attorneys General Act
Penalties (Lab. Code §2699)**

JURY TRIAL DEMANDED

1 Plaintiff LORETO FRANCO, individually, and on behalf of all others similarly situated,
2 all aggrieved employees, and as a Private Attorney General for the State of California (collectively
3 “Plaintiff”), alleges as follows:

4 NATURE OF THE ACTION

5 1. This is an employment class and representative action on behalf of over 50 hourly, non-
6 exempt employees against their employer for violations of numerous wage and hour laws. Plaintiff
7 brings this employment class action complaint on behalf of himself, and all others similarly
8 situated, all aggrieved employees, and as a Private Attorney General for the State of California
9 against PRECISION ONE MEDICAL, INC., HENRY SCHEIN, INC., and DOES 1-50, inclusive,
10 (hereafter collectively “Defendant”).

11 2. Defendant PRECISION ONE MEDICAL, INC., is medical product manufacturer, doing
12 business in California. Plaintiff worked for Defendant as a set-up operator and machinist.

13 3. Defendant HENRY SCHEIN, INC., is a health care solutions company that provides
14 products and services to dental and medical professionals. Plaintiff worked for Defendant as a set-
15 up operator and machinist.

16 4. As described further below, Defendant violated the California Labor Code by (1) failing
17 to pay for all hours worked, including overtime hours worked (§200, 204, 206, 206.5, 207, 210,
18 216, 218, 218.6, 221, 223, 351, 510, 558, 1194, 1197, 1197.1, 1198, IWC Wage Orders); (2) failing
19 to pay all wages owed twice per month (§204, 210); (3) failing to pay minimum wage (§200, 218.5,
20 226, 558, 1194, 1194.2, 1197, 1197.2, 1198, 1199); (4) failing to provide rest breaks (§226, 226.7,
21 512, 558, 1198, Wage Orders); (5) failing to permit compliant meal breaks (§226 (a), 226.7, 512,
22 558, 1198, Wage Order); (6) failing to provide accurate itemized wage statements and violating
23 record keeping requirements (§226, 1174); (7) unlawful and unfair business practices (Bus. & Prof.
24 Code §17200, *et. seq.*) and (8) penalties under the Private Attorneys General Act (“PAGA”), Labor
25 Code §2698 et seq. Attorney General Act (“PAGA”), Labor Code §2698 et seq.

26 5. The class claims in this action are brought pursuant to Code of Civil Procedure (“CCP”)
27 §382, seeking recovery for unpaid wages, including overtime wages, missed meal and rest period
28 penalty pay, statutory and waiting time penalties, injunctive and other equitable relief, interest, and

reasonable attorneys' fees and costs. Pursuant to the class and representative action procedures provided for under California law, Plaintiff, on behalf of himself and proposed Class Members (also referred to as "Class"), also seeks injunctive relief and restitution of all benefits Defendant has received from their unlawful actions as alleged herein. Plaintiff has also provided notice of these claims pursuant to §2698 *et seq.*, to the Labor and Workforce and Development Agency ("LWDA") and now brings this First Amended Complaint, including claims for civil penalties under the Private Attorneys General Act ("PAGA"), Labor Code §2698 *et seq.* Attorney General Act ("PAGA"), Labor Code §2698 *et seq.*

6. The "Class Period" is designated as the four-year period prior to the filing of this Complaint through the date of the final disposition of this action. From the start of the Class Period through the present, Defendant has had a policy and/or practice of among other violations: late and/or interrupted meal breaks, untimely and/or interrupted rest breaks, issuing inaccurate wage statements, and ignoring and violating California wage and hour laws, in their business as more fully set forth below.

7. The "PAGA Period" is defined herein commences one year prior to the date of filing the PAGA Notice letter with the LWDA.

8. Defendant has treated all persons employed in California in such a way as to violate California's laws governing conditions of employment and payment of wages owed. Plaintiff asserts that Defendant has knowingly and with conscious disregard of the law refused to pay the Class Members and aggrieved employees all wages owed, including overtime wages and meal and rest break penalty wages. Defendant has violated numerous Labor Code provisions, as set forth herein. Class Members and aggrieved employees are owed their back pay, plus interest and/or premiums and penalties under Business and Professions Code section 17203 to compensate Class Members and aggrieved employees for the delay in receiving wages due.

9. Defendant, by and through their actions, has engaged in unfair competition, requiring restitution to persons affected and disgorgement of profits so obtained.

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THE PARTIES

10. Plaintiff LORETO FRANCO is an individual who resides in California and Plaintiff worked for Defendant as a set-up operator and machinist.

11. Defendant PRECISION ONE MEDICAL, INC. is a California corporation doing business in California with the capacity to sue and to be sued and doing business, in San Diego County, State of California. Defendant exercised control over the wages, hours, and/or working conditions of Plaintiff and members of the proposed class throughout the liability period.

12. Defendant HENRY SCHEIN, INC. is a Delaware corporation doing business in California with the capacity to sue and to be sued and doing business, in San Diego County, State of California. Defendant exercised control over the wages, hours, and/or working conditions of Plaintiff and members of the proposed class throughout the liability period.

13. Defendant Does 1-50, inclusive, are sued herein under fictitious names. Their true names and capacities are unknown to Plaintiff. When their true names and capacities are ascertained, Plaintiff will amend this complaint by inserting their true names and capacities herein. Plaintiff is informed and believe, and thereon alleges, that each of the fictitiously named Defendant is responsible in some manner for the occurrences herein alleged, and that the damages sustained by Plaintiff, Class Members and aggrieved employees herein alleged were proximately caused by such Doe Defendants.

14. Plaintiff is informed and believes and thereon alleges that each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff and other members of the Class, and exercised control over their wages, hours, and working conditions. Plaintiff is informed and believes and thereon alleges that each Defendant acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant is legally attributable to the other Defendants.

JURISDICTION AND VENUE

15. Venue is proper in this judicial district because Defendant conducts business in this County and Defendant has legal obligations to Plaintiff and many of the Class Members and aggrieved employees in this case that arose in this county.

1 16. The monetary damages, restitution, and statutory penalties sought by Plaintiff exceed
2 the minimal jurisdictional limits of the Superior Court and will be established according to proof
3 at trial. Based on information, investigation, and analysis, Plaintiff alleges that the amount in
4 controversy, including claims for monetary damages, penalties, and attorney's fees, is more than
5 twenty-five thousand dollars (\$25,000) and less than five million dollars (\$5,000,000).

6 17. The California Superior Court has jurisdiction in this matter because Plaintiff is a
7 resident of California and Defendant is incorporated in and/or qualified to do business in California
8 and regularly conduct business in California. Further, there is no federal question at issue as the
9 claims herein are based solely on California law.

10 **CLASS AND REPRESENTATIVE ACTION ALLEGATIONS**

11 18. During the Class Period and PAGA, Defendant committed various violations of the
12 California Labor Code, the UCL and the applicable IWC Wage Order, as alleged below in more
13 detail. Defendant enforces multiple policies that violate state law which are intended to increase its
14 own profits to the detriment of its employees.

15 19. Plaintiff, aggrieved employees and the putative class are employees of Defendant
16 working for their healthcare company.

17 20. Defendant failed to (1) pay for all hours worked, including overtime hours worked
18 (§200, 204, 206, 206.5, 207, 210, 216, 218, 218.6, 221, 223, 351, 510, 558, 1194, 1197, 1197.1,
19 1198, IWC Wage Orders); (2) pay all wages owed twice per month (§204, 210); (3) pay minimum
20 wage (§200, 218.5, 226, 558, 1194, 1194.2, 1197, 1197.2, 1198, 1199); (4) provide rest breaks
21 (§226, 226.7, 512, 558, 1198, Wage Orders); (5) permit compliant meal breaks (§226 (a), 226.7,
22 512, 558, 1198, Wage Order); (6) provide accurate itemized wage statements and violating record
23 keeping requirements (§226, 1174). These practices also constitute unlawful and unfair business
24 practices. These policies and practices have deprived Plaintiff, Class Members, and Aggrieved
25 Employees of payment for all hours worked, and further damages, as set forth below, and render
26 Defendants liable for damages, including penalties under PAGA.

27 21. Failure to pay for all hours worked, including overtime. Defendant failed to properly
28 pay for all hours worked, including overtime compensation. Plaintiff and his coworkers were often

1 required to arrive to work early to turn on and set up machines before clocking in. For example, if
2 Plaintiff's shift started at 5:30 am, he was often expected to arrive at 5 to start setting up off the
3 clock, and then to clock in at 5:30. Plaintiff was given this instruction at training and observed his
4 coworkers also arriving early to set up prior to clocking in at the shift start time.

5 22. Failure to pay all wages owed twice per month. Defendant failed to consistently pay all
6 wages owed twice per month.

7 23. Failure to pay minimum wage. Defendant from time to time failed to pay minimum
8 wage.

9 24. Rest Breaks. Defendant failed to consistently maintain a policy and practice that
10 provides its employees with rest periods as required by California law.

11 25. Meal Breaks. Defendant from time to time failed to maintain a policy and practice that
12 provides its employees with compliant meal breaks as required by California law.

13 26. Inaccurate Wage Statements. Defendant from time to time failed to consistently
14 provide timely, accurate, itemized wage statements to employees, as well as maintain accurate
15 records, in accordance with Labor Code §§ 226 and 1174.

16 27. Unfair Business Practices. Based upon the above allegations, Defendant from time to
17 time engaged in unfair competition.

18 28. Plaintiff brings this action on behalf of himself, and all other persons similarly situated,
19 to recover from Defendant for failure to comply with California wage and hour laws, and for claims
20 under Business and Professions Code § 17200.

21 29. This action has been brought and may properly be maintained as a class action
22 pursuant to the provisions of Code of Civil Procedure § 382 because the proposed class is
23 ascertainable and there is a well-defined community of interest. Plaintiff is among in excess of 50
24 employees who have been similarly injured by Defendant's unlawful employment policies and
25 practices.

26 30. The "Relevant Time Period" or proposed "Class Period" as defined herein commences
27 four years prior to the date of filing this Complaint.
28

1 31. Plaintiff brings this action on his behalf and as a class action under Cal. Code of Civil
2 Procedure §382 on behalf of the following defined groups:

3 32. The “PAGA Period” is defined herein commences one year prior to the date of filing
4 the PAGA Notice letter with the LWDA.

5 33. The PAGA Class, also referred to herein as “aggrieved employees”: “All current and
6 former hourly, non-exempt employees of Defendant in California, at any time from one year prior
7 to the filing of the PAGA Notice letter with the LWDA until the resolution of this matter.”
8 Plaintiff reserves the right to amend or modify the definition of aggrieved employees with respect
9 to the issues or in any other way.

10 34. Proposed Class: “All persons who are employed or have been employed by Defendant
11 in the State of California as hourly, non-exempt workers during the period of the relevant statute
12 of limitations.”

13 35. Proposed Sub-classes are defined as follows:

- 14 A. All persons who are employed or have been employed by Defendant in the State
15 of California as hourly, non-exempt workers during the period of the relevant
16 statute of limitations, who worked one or more shift in excess of five (5) hours.
- 17 B. All persons who are employed or have been employed by Defendant in the State
18 of California as hourly, non-exempt workers during the period of the relevant
19 statute of limitations, who worked one or more shifts in excess of six (6) hours.
- 20 C. All persons who are employed or have been employed by Defendant in the State
21 of California as hourly, non-exempt workers during the period of the relevant
22 statute of limitations, who worked one or more shifts in excess of eight (8)
23 hours.
- 24 D. All persons who are employed or have been employed by Defendant in the State
25 of California as hourly, non-exempt workers during the period of the relevant
26 statute of limitations, who worked one or more shifts in excess of three and one-
27 half hours (3 ½), but less than or equal to six (6) hours.
- 28

1 E. All persons who are employed or have been employed by Defendant in the State
2 of California as hourly, non-exempt workers during the period of the relevant
3 statute of limitations, who worked one or more shifts in excess of six (6) hours,
4 but less than or equal to ten (10) hours.

5 F. All persons who are employed or have been employed by Defendant in the State
6 of California as hourly, non-exempt workers during the period of the relevant
7 statute of limitations, who were paid sick pay.

8 G. All persons who are employed or have been employed by Defendant in the State
9 of California as hourly, non-exempt workers during the period of the relevant
10 statute of limitations, who separated their employment from Defendant.

11 H. All persons who are employed or have been employed by Defendant in the State
12 of California as hourly, non-exempt workers during the period of the relevant
13 statute of limitations, who received pay for one or more pay periods.

14 36. This action is brought, and may properly be maintained, as a class action under CCP
15 §382 and/or a representative action under Business & Professions Code §§17200 et seq. and Labor
16 Code §2699 because there is a well-defined community of interest in the litigation, and the
17 proposed Class, PAGA Class, and Subclasses (collectively “Class”) are easily ascertainable.

18 37. Numerosity: The Proposed Class is so numerous that joinder of all members is
19 impractical. Plaintiff is informed and believes, and on that basis alleges, that during the relevant
20 time period, Defendant employed over 50 putative Class Members who are geographically
21 dispersed and who satisfy the definition of the proposed Class. As such, a class action is the only
22 available method for the fair and efficient adjudication of this controversy. Membership in the
23 Proposed Class can be easily ascertained by an examination and analysis of employee and payroll
24 records, among other records within Defendant’s possession and control.

25 38. Typicality: Plaintiff’s claims are typical of the claims of the Class Members. Plaintiff,
26 like others similarly situated, was subjected to Defendant’s common, unlawful policies, practices,
27 and procedures described above. The Plaintiff’s positions at the company was typical of those of
28 other Class Members. Plaintiff’s claims are typical of the claims of each Class Member because

1 each have sustained damages arising out of and caused by Defendant's common course of conduct,
2 as alleged herein. As such, Plaintiff has the same interests in this matter as all members of the
3 Class.

4 39. Adequacy: Plaintiff will fairly and adequately protect the interests of the members of
5 the Class. Plaintiff has retained counsel competent and experienced in complex class actions and
6 California labor and employment litigation.

7 40. Commonality: Common questions of law and fact exist, including but not limited to
8 the following:

- 9 i. Whether Defendant violated wage and hour laws by failing to pay overtime
10 wages;
- 11 ii. Whether Defendant violated wage and hour laws by failing to pay all wages
12 owed twice per month;
- 13 iii. Whether Defendant violated wage and hour laws by failing to pay minimum
14 wage;
- 15 iv. Whether Defendant violated wage and hour laws by failing to provide rest
16 breaks;
- 17 v. Whether Defendant's policy and practice concerning rest breaks was
18 unlawful;
- 19 vi. Whether Defendant violated wage and hour laws by failing to provide timely
20 meal breaks;
- 21 vii. Whether Defendant's policy and practice concerning meal breaks was
22 unlawful;
- 23 viii. Whether Defendant unlawfully failed to keep and furnish Class Members
24 with accurate, itemized records of hours worked, in violation of Labor Code
25 §§ 226 and 1174;
- 26 ix. The proper measure of damages sustained and the proper measure of
27 restitution recoverable by Plaintiff, the Class Members, and Subclass
28 Members;

- 1 x. Whether the Class Members are entitled to injunctive relief to enjoin any
2 further violations of wage and labor laws;
3 xi. Whether Defendant, and each of them, are/were participants in the alleged
4 unlawful and/or tortious conduct;
5 xii. Whether Defendant's conduct was willful and reckless;
6 xiii. The effect upon and the extent of injuries suffered by Plaintiff and the Plaintiff
7 Class and the appropriate amount of reimbursement, restitution, damages, or
8 other compensation; and
9 xiv. What is the extent of liability of each Defendant, including DOE defendants,
10 to each Class and Subclass member?

11 41. Superiority: A class action is superior to other available methods of the fair and
12 efficient adjudication of the controversy, particularly in the context of wage and hour litigation
13 where the damage suffered by individual plaintiffs, while not inconsequential, makes individual
14 actions impracticable given the expenses and burdens associated with seeking individual relief.
15 Prosecuting over 50 identical, individual lawsuits does not promote judicial efficiency or equity
16 and consistency in judicial results. Moreover, the Class is a group of hourly, low-wage earning
17 employees who rely on their wages and requiring that each individual take time away from work
18 to prosecute individual actions would be inequitable and result in undue hardship for the individual
19 Class members and their families. Public policy favors efficient resolution of their claims and
20 uniform enforcement of California Labor laws against entities skirting their legal obligations at the
21 expense of a vulnerable working population.

22 42. Manageability: Plaintiff is informed and believes that all allegations in this Complaint
23 are capable of being determined on the same evidence and based primarily on review of corporate
24 records and key testimony of Defendant's corporate representatives. To the extent statistical
25 analysis and representative evidence is necessary, Plaintiff and proposed class counsel will employ
26 competent experts and consultants in the field to determine and review evidence for both issues of
27 liability and damages in a scientifically reliable manner.
28

1 43. Plaintiff requests, pursuant to Rule 1857(a)(1) and Rule 3.766 of the California Rules
2 of Court, that the absent Class and Subclass Members be notified by the best notice practicable
3 under the circumstances, including individual notice to all members who can be identified through
4 reasonable effort. The names and address of the Class and Subclass Members are available from
5 Defendant.

6 **FIRST CAUSE OF ACTION**

7 **FAILURE TO PAY FOR ALL HOURS WORKED, INCLUDING OVERTIME HOURS**
8 **WORKED**

9 Cal. Labor Code §§ 200, 204, 206, 206.5, 207, 210, 216, 218, 218.6, 221, 223, 351, 510, 558,
10 1194, 1197, 1197.1, 1198, IWC Wage Orders

11 **(Plaintiff Against All Defendants)**

12 44. Plaintiff incorporates by reference in this cause of action each allegation of the
13 preceding paragraphs as though fully set forth herein.

14 45. Defendant's conduct described in this complaint from time to time violates the
15 provisions of Labor Code §§ 200, 204, 206, 206.5, 207, 210, 216, 218, 218.6, 221, 223, 351, 510,
16 558, 1194, 1197, 1197.1, 1198, IWC Wage Orders.

17 46. The Wage Orders define "hours worked" as "the time during which an employee is
18 subject to the control of an employer, and including all the time the employee is suffered or
19 permitted to work, whether or not required to do so." Defendant has been engaged in many
20 unlawful employment practices which resulted in underpayment for hours worked each pay period,
21 including overtime hours worked, as more fully set forth below. Defendant has also failed to pay
22 the required minimum wage for all hours worked, and failed to pay overtime, sick pay, premium
23 wages, and vacation wages at the correct regular rate of pay.

24 47. Off-the-Clock Hours Worked. Plaintiff and his coworkers were often required to arrive
25 to work early to turn on and set up machines before clocking in. For example, if Plaintiff's shift
26 started at 5:30 am, he was expected to arrive at 5 to start setting up off the clock, and then to clock
27 in at 5:30. Plaintiff was given this instruction at training and observed his coworkers also arriving
28 early to set up prior to clocking in at the shift start time.

1 48. When employees earning minimum wage do not receive payment for all hours worked,
2 including off-the-clock and overtime hours worked, the result is that they are on relevant occasions
3 earning less than the statutory minimum wages for all hours worked, in violation of Labor Code
4 §1197.

5 49. Plaintiff, Class Members and aggrieved employees have been employed under
6 conditions prohibited by the wage order, and thus Defendant has also violated §§1198 and 1199.

7 **SECOND CAUSE OF ACTION**

8 **FAILURE TO PAY ALL WAGES OWED TWICE PER MONTH**

9 Cal. Lab. Code §§204, 210

10 (Plaintiff Against All Defendants)

11 50. Plaintiff incorporates by reference in this cause of action each allegation of the
12 preceding paragraphs as though fully set forth herein.

13 51. Defendant's conduct described in this complaint violates the provisions of Labor Code
14 §§ 204, 210.

15 52. Defendant was required to pay Plaintiff, Class Members and aggrieved employees all
16 wages earned twice during each calendar month pursuant to Labor Code §204(a).

17 53. Defendant failed to consistently pay all wages earned to employees as a result of the
18 unlawful employment policies and practices discussed herein. As a result of these practices,
19 employees were underpaid for hours worked, including overtime and penalty wages, and this
20 underpayment resulted in a failure to pay all wages owed twice per month.

21 54. Due to these failures, Defendant is liable under Labor Code §204 and 210 for failure to
22 pay wages as required by law.

23 **THIRD CAUSE OF ACTION**

24 **FAILURE TO PAY MINIMUM WAGE**

25 Cal. Lab. Code §§200, 218.5, 226, 558, 1194, 1194.2, 1197, 1197.2, 1198, 1199.

26 (Plaintiff Against All Defendants)

27 55. Plaintiff incorporates by reference in this cause of action each allegation of the
28 preceding paragraphs as though fully set forth herein.

1 56. Defendant's conduct described in this complaint violates the provisions of Labor Code
2 §§ 200, 218.5, 226, 558, 1194, 1194.2, 1197, 1197.2, 1198, 1199.

3 57. Pursuant to Labor Code sections 1194, 1194.2 and 1197, it is unlawful for an employer
4 to suffer or permit a California employee to work without paying wages at the proper minimum
5 wage for all time worked as required by the applicable IWC Wage Order.

6 58. Defendant failed to pay Plaintiff, Class Members and aggrieved employees for all hours
7 worked as a result of Defendant's practices described above. Based on Defendant's unlawful
8 conduct described herein, and because Plaintiff, Class Members and aggrieved employees were
9 paid at or near minimum wage, employer's failure to pay for all hours worked, including overtime,
10 resulted in a payment of less than the minimum wage for all hours worked, in violation of Labor
11 Code §1197, 1197.1, 1199 and the Wage Orders.

12 **FOURTH CAUSE OF ACTION**

13 **FAILURE TO PERMIT COMPLIANT MEAL BREAKS**

14 Cal. Labor Code §§ 226 (a), 226.7, 512, 558, 1198, Wage Order

15 (Plaintiff Against All Defendants)

16 59. Plaintiff incorporates by reference in this cause of action each allegation of the
17 preceding paragraphs as though fully set forth herein.

18 60. Defendant's conduct described in this complaint from time to time violates the
19 provisions of Labor Code §§ 226 (a), 226.7, 512, 558, 1198, Wage Order.

20 61. Labor Code §512 provides, "[a]n employer may not employ an employee for a work
21 period of more than five hours per day without providing the employee with a meal period of not
22 less than 30 minutes..." Labor Code §226.7(a) provides, "[n]o employer shall require an employee
23 to work during any meal... period mandated by an applicable order of the Industrial Welfare
24 Commission." Paragraph 11 of the Wage Order provides, in pertinent part, "[u]nless an employee
25 is relieved of all duty during a 30-minute meal period, the meal period shall be considered an 'on
26 duty' meal period and counted as time worked."

27 62. Plaintiff reports that he and his coworkers frequently missed or worked through their
28 meal periods. Meal periods were interrupted and cut short because of the press of work and the

1 chaotic work facility. On numerous occasions each pay period, employees were not relieved or
2 permitted to take a timely, 30-minute uninterrupted meal period.

3 63. Defendant failed to permit Plaintiff and others to take timely, off-duty, meal breaks of
4 “not less than 30 minutes” for each five consecutive hours of work in violation of Labor Code
5 §§226.7 and 512. Defendant failed to pay all penalty pay to Plaintiff, class members or aggrieved
6 employees for noncompliant meal periods. As a derivative claim, Plaintiff alleges that pay
7 statements were inaccurate, failing to include required meal period penalties, thus failing the
8 requirements of Labor Code §226(a).

9 **FIFTH CAUSE OF ACTION**

10 **FAILURE TO PROVIDE REST BREAKS**

11 Cal. Labor Code §§ 226, 226.7, 512, 558, 1198, Wage Orders

12 (Plaintiff Against All Defendants)

13 64. Plaintiff incorporates by reference in this cause of action each allegation of the
14 preceding paragraphs as though fully set forth herein.

15 65. Defendant’s conduct described in this complaint from time to time violates the
16 provisions of Labor Code §§ 226, 226.7, 512, 558, 1198, Wage Orders.

17 66. Defendant failed to consistently maintain a compliant rest period policy and practice
18 that provides its employees with off-duty rest periods as required by California law.

19 67. Rest breaks were missed often due to the press of work. Plaintiff reports missing rest
20 breaks at least twice per week during his employment. Additionally, when breaks were provided,
21 they were consistently under 10 minutes because employees were required to return back to their
22 workstations within 10 minutes. However, the break facility was located a distance from employee
23 work areas, significantly cutting into employees required 10 minute breaks.

24 68. The rest period requirement obligates employers to permit and authorize employees to
25 take off-duty rest periods, meaning employers must relieve employees of all duties and relinquish
26 control over how employees spend their time. *Augustus v. ABM Security Services, Inc.*, (2016) 5
27 Cal.5th 257, 269. Employers must pay employees an additional hour of wages at the employee’s
28 regular rate of pay for each missed or improper rest period (e.g., less than 10 minutes, interrupted

1 rest period, rest period(s) at improper time(s) during shift(s). Lab. Code §226.7; applicable IWC
2 Wage Order, §12(B) (“If an employer fails to provide an employee a rest period in accordance
3 with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of
4 pay at the employee’s regular rate of compensation for each work day that the rest period is not
5 provided”). Moreover, under California law rest periods must be a “net” ten minutes in a suitable
6 rest area. (*Id.* at 268) (relying on January 3, 1986 and February 22, 2002 DLSE Letters wherein
7 the DLSE ruled that the net ten-minute language for rest periods means ten minutes of time in a
8 rest area and cannot include time it takes to get to and from the rest area). The employer must show
9 that it clearly articulates the right to a net ten minutes, which means it must clearly communicate
10 what “net” ten minutes means (i.e., regardless of what happens along the way to and from a rest
11 area, employees are entitled to a full ten minutes of rest in the rest area). *Id.*; *see also*, *Bufile v.*
12 *Dollar Fin. Grp., Inc.*, (2008) 162 Cal. App. 4th 1193, 1199 (the “onus is on the employer to
13 clearly communicate the authorization and permission [to take rest periods] to their employees.”).

14 69. Defendant did not authorize or permit all of its hourly employees to take at least a ten
15 minute rest period in which they were relieved of all duties, for every 4 hours of work, or major
16 fraction thereof, as required by Cal. Lab. Code §226.7, §512 and the Wage Orders. When breaks
17 were missed Defendant failed to pay the 1-hour penalty, as required. Because Defendant violated
18 the Wage Order, Defendant is liable under Labor Code §1198.

19 **SIXTH CAUSE OF ACTION**

20 **PAYSTUB AND RECORD KEEPING VIOLATIONS**

21 Cal. Labor Code §§ 226, 1174

22 (Plaintiff Against All Defendants)

23 70. Plaintiff incorporates by reference in this cause of action each allegation of the
24 preceding paragraphs as though fully set forth herein.

25 71. Defendant’s conduct described in this complaint from time to time violates the
26 provisions of Labor Code §§ 226, 1174.
27
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1 72. Defendant knowingly and intentionally failed to provide timely, accurate, itemized
2 wage statements to Plaintiff, Class Members and aggrieved employees in accordance with Labor
3 Code §§ 226 and keep accurate records as required by §1174(d).

4 73. The statements provided to Plaintiff, Class Members and aggrieved employees, and the
5 records maintained by Defendant, have not accurately reflected actual gross wages earned,
6 including pay for all hours worked and the accurate rate of pay for all hours worked, and overtime
7 pay, sick pay at the correct rate, and pay for meal and rest period premium wages

8 74. §226 (a) requires:

9 A. An employer, semimonthly or at the time of each payment of wages,
10 shall furnish to his or her employee, either as a detachable part of the check,
11 draft, or voucher paying the employee's wages, or separately if wages are paid
12 by personal check or cash, an accurate itemized statement in writing showing
13 (1) gross wages earned, (2) total hours worked by the employee, except as
14 provided in subdivision (j), (3) the number of piece-rate units earned and any
15 applicable piece rate if the employee is paid on a piece-rate basis, (4) all
16 deductions, provided that all deductions made on written orders of the employee
17 may be aggregated and shown as one item, (5) net wages earned, (6) the
18 inclusive dates of the period for which the employee is paid, (7) the name of the
19 employee and only the last four digits of his or her social security number or an
20 employee identification number other than a social security number, (8) the
21 name and address of the legal entity that is the employer and, if the employer is
22 a farm labor contractor, as defined in subdivision (b) of Section 1682, the name
23 and address of the legal entity that secured the services of the employer, and (9)
24 all applicable hourly rates in effect during the pay period and the corresponding
25 number of hours worked at each hourly rate by the employee...

26 75. Such failures called injury to Plaintiff and others, by, among other things, impeding
27 them from knowing the total hours worked, and the amount of wages to which they are and were
28

1 entitled. Defendant knowingly and intentionally failed to accurately itemize the gross wages
2 earned, net wages earned, and total hours worked.

3 76. Finally, Defendant has violated Labor Code §432.5 for forcing Plaintiff, Class
4 Members and aggrieved employees to sign employment-related contracts and documents that
5 contained unlawful terms of employment, including invalid meal period waivers resulting from a
6 noncompliant meal period policy and/or practice.

7 **SEVENTH CAUSE OF ACTION**

8 **UNFAIR BUSINESS PRACTICES IN VIOLATION OF**

9 California Business and Professions Code section 17200, et seq.

10 **(Plaintiff Against All Defendants)**

11 77. Plaintiff incorporates by reference in this cause of action each allegation of the
12 preceding paragraphs as though fully set forth herein.

13 78. Defendant from time to time knowingly committed, and upon information and belief
14 continue to commit, ongoing unlawful business practices within the meaning of the UCL,
15 including, but not limited to unlawful practices as described in the causes of action articulated
16 above, and hereby incorporated herein.

17 79. Plaintiff lost money and property as a result of Defendant's unlawful business practices
18 described above.

19 80. Pursuant to the UCL, Plaintiff and all Class Members are entitled to restitution of
20 money or property acquired by Defendant by means of such unlawful business practices, in
21 amounts not yet known, but to be ascertained at trial.

22 81. Pursuant to the UCL, Plaintiff, Class Members and aggrieved employees are entitled
23 to injunctive relief against Defendant's ongoing unlawful business practices. If an injunction does
24 not issue enjoining Defendant from engaging in the unlawful business practices described above,
25 Plaintiff and the general public will be irreparably injured.

26 82. Plaintiff has no plain, speedy, and adequate remedy at law. Defendant, if not enjoined
27 by this Court, will continue to engage in the unlawful business practices described above in
28

1 violation of the UCL, in derogation of the rights of Plaintiff, Class Members and aggrieved
2 employees and of the general public.

3 83. Plaintiff's success in this action will result in the enforcement of important rights
4 affecting the public interest by conferring a significant benefit upon the general public.

5 84. Defendant's numerous violations of local and California law, as well as the other
6 statutory and regulatory violations alleged herein, constitute unlawful business actions and
7 practices in violation of Business and Professions Code § 17200, et seq.

8 85. Pursuant to Business and Professions Code § 17200, et seq., Plaintiff, Class Members
9 and aggrieved employees are entitled to restitution of unpaid wages, including overtime, sick pay,
10 and premium wages, among other relief alleged herein, that were withheld and retained by
11 Defendant during a period that commences four years prior to the filing of this action. Plaintiff is
12 further entitled to a permanent injunction requiring Defendant to comply with all provisions of
13 California labor law, including properly paying the lawful rate of pay for all hours worked,
14 properly paying sick pay, providing rest periods to all workers as defined herein, timely paying
15 due wages upon termination, maintaining accurate wages statements and payroll records, in
16 addition to an award of attorneys' fees and costs pursuant to Code of Civil Procedure § 1021.5 and
17 other applicable law, and costs.

18 **EIGHTH CAUSE OF ACTION**

19 STATUTORY PENALTIES PURSUANT TO PRIVATE ATTORNEYS GENERAL ACT,
20 LABOR CODE §2698 *et seq.*

21 **AGAINST ALL DEFENDANTS**

22 81. Plaintiff incorporates by reference in this cause of action each allegation of the
23 preceding paragraphs as though fully set forth herein.

24 82. Under the Private Attorneys General Act of 2006, Labor Code §§2698-2699.5, an
25 aggrieved employee, on behalf of themselves and other current or former employees, may recover
26 penalties under any provision of the Labor Code that provides for civil penalties. These penalties
27 are in addition to any other relief available under the Labor Code. Plaintiff is an aggrieved
28 employee under PAGA.

1 83. Defendant failed to provide safe working conditions. Workplaces would get
2 unsafely hot. Plaintiff explained that there were no climate regulators within the facility to maintain
3 climate control at a safe and comfortable degree.

4 84. As set forth above, Defendant has committed numerous violations for which the
5 Labor Code provides for penalties, including violations of all applicable Labor Code provisions
6 set forth in the foregoing causes of action. Labor Code §2699.5 identifies the aforementioned
7 Labor Code provisions as statutes to which §2699.3's procedural requirements must be met before
8 a penalty may be assessed under §2699(f). Plaintiff has complied with the procedural requirements
9 specified in §2699.3 by providing written notice to the Defendant and the Labor & Workforce
10 Development Agency ("LWDA"). See Exhibit 1 attached hereto, which is a true and correct copy
11 of the Notice correspondence showing compliance with §2699.3. No notice of intent to investigate
12 the alleged violations was provided within the statutory period. Consequently, Plaintiff has
13 exhausted administrative remedies, and on behalf of themselves and all other aggrieved current
14 and former employees of Defendant. Plaintiff, therefore, now pursue this cause of action as
15 permitted by §2698, et seq.

16 85. Enforcement of statutory provisions enacted to protect workers and to ensure proper
17 and prompt payment of wages due to employees is a fundamental public interest in California.
18 Consequently, Plaintiff's success in this action will result in the enforcement of important rights
19 affecting the public interest and will confer a significant benefit upon the general public. Private
20 enforcement of the rights enumerated herein is necessary, as no public agency has pursued
21 enforcement. Plaintiff has incurring a financial burden in pursuing this action and it would be against
22 the interests of justice to require payment of attorneys' fees and costs from any recover that might
23 be obtained herein, pursuant to, inter alia, Labor Code §§2698, et seq., and Code of Civil Procedure
24 §1021.5

25 86. In addition, if Plaintiff succeeds in enforcing these rights affecting the public
26 interest, then attorneys' fees may be awarded to Plaintiff and against Defendant under Code of
27 Civil Procedure §1021.5 and other applicable law in part, because:
28

1 87. A successful outcome in this action will result in the enforcement of important
2 rights affecting the public interest by requiring Defendant to comply with the wage and hour laws
3 and California's unfair business practice law;

4 88. This action will result in a significant benefit to Plaintiff, the Class, and the general
5 public by bringing to a halt unlawful and/or unfair activity;

6 89. Unless this action is prosecuted, members of the Class and general public will not
7 recover those moneys, and many of Defendant's employees would not be aware that the acts and
8 practices they were subjected to by Defendant were wrongful;

9 90. Unless this action is prosecuted, Defendant will continue to mislead their
10 employees about the true nature of their rights and remedies under the wage and hour laws; and

11 91. An award of attorneys' fees and costs is necessary for the prosecution of this action
12 and will result in a benefit to Plaintiff, the Class, aggrieved employees, and to consumers in
13 general, by preventing Defendant from continuing to circumvent the wage and hour statutes and
14 frustrate the long-standing recognition by the California legislature and the courts that such
15 statutes, as pled herein, are not merely a matter of private concern between employer and employee
16 to be eviscerated by considerations of waiver, contributory negligence, good or bad faith, and
17 private agreements. Rather, the wage and hour statutes have been described as a matter of public
18 concern, were designed to provide minimum substantive guarantees to individual workers and are
19 essential to public welfare.

20 REQUEST FOR RELIEF

21 WHEREFORE, Plaintiff, on behalf of himself and the Proposed Class, request judgment
22 and the following specific relief against Defendant as follows:

23 A. That the Court determine that this action may be maintained as a class action
24 under Code of Civil Procedure § 382;

25 B. That the Court determine that this action may be maintained as a PAGA
26 representative action under Cal. Labor Code. §2698 *et seq.*

27 C. Provision of class notice to all members of the Class;
28

- 1 D. That Defendant is found to have violated the above-referenced provisions of the
2 Labor Code, CCR and the IWC Wage Order as to Plaintiff, Class Members and
3 aggrieved employees;
- 4 E. For compensatory damages, in an amount according to proof at trial, with
5 interest thereon;
- 6 F. For compensation for not being paid overtime;
- 7 G. For compensation for not being paid all wages owed twice per month;
- 8 H. For compensation for not being paid minimum wage;
- 9 I. For compensation for not being provided rest breaks;
- 10 J. For compensation for not being provided compliant meal breaks;
- 11 K. For compensation for not being paid premium and penalty wages;
- 12 L. That Defendant's actions are found to be willful and/or in bad faith to the extent
13 necessary under §§ 201, 202, 203, and 558 of the California Labor Code for
14 willful failure to pay all compensation owed at the time of separation to
15 Plaintiff, Class Members and aggrieved employees no longer employed by
16 Defendant;
- 17 M. That Plaintiff, Class Members and aggrieved employees receive penalties for
18 Defendant's violation of §226 and 1174 of the California Labor Code for willful
19 failure to provide and maintain the required accurate and itemized wage
20 statements;
- 21 N. That Plaintiff, Class Members and aggrieved employees receive an award in the
22 amount of unpaid wages owed, including interest thereon, and penalties as
23 provided in the Labor Code, CCR and Wage Order, including under Labor Code
24 §§ 203, 510, and 558, subject to proof at trial;
- 25 O. That Defendant be ordered to pay restitution to Plaintiff, Class Members and
26 aggrieved employees for amounts acquired through Defendant's unlawful
27 activities pursuant to Business and Professions Code §§ 17200-05 and enjoined
28

1 to cease and desist from unlawful and unfair activities in violation of California
2 Business and Professions Code § 17200 et. seq.;

3 P. That Plaintiff, Class Members and aggrieved employees receive an award of
4 reasonable attorneys' fees and costs pursuant to Code of Civil Procedure
5 §1021.5, Labor Code §226, 218.5, and 1194 and/or applicable laws;

6 Q. That the Court award penalties pursuant to Labor Code §2698 *et seq.*;

7 R. That the Court issue declaratory relief that Defendant's challenged policies are
8 unlawful; and

9 S. That the Court order further relief, in law and equity, as it deems appropriate
10 and just.

11
12
13 DATED: March 12, 2025

KOUL LAW FIRM, APC

14 

15 BY: Nazo Koulloukian, Esq.
16 Attorneys for Plaintiff LORETO FRANCO
17 and putative class members
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EXHIBIT 1



Nazo@Koullaw.com

P (213) 761 – 5484

F (818) 561 – 3938

3435 WILSHIRE BLVD

SUITE 1710

LOS ANGELES, CA 90010

www.koullaw.com

January 6, 2025

Via E-filing:

California Labor & Workforce
Development Agency
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

Via Certified U.S. Mail:

Precision One Medical, Inc.
3923 Oceanic Drive, Suite 200
Oceanside, CA 92056

Henry Schein, Inc.
135 Duryea Road
Melville, NY 11747

Re: PAGA Notice Pursuant to California Labor Code §2698 *et seq.*

Claimant: Loreto Franco

Employer: Precision One Medical, Inc. and Henry Schein, Inc.

Dear Sir or Madam:

Loreto Franco (“Claimant”) has retained Nazo Koulloukian, Esq. of Koul Law Firm, APC, to represent Claimant, and all other aggrieved employees, for conditions of employment and wage and hour claims against employers Precision One Medical, Inc. and Henry Schein, Inc. (hereafter collectively “Employer”). Claimant worked for Employer as an hourly, nonexempt employee during the statutory period as a set-up operator and machinist. Claimant is filing this Amended PAGA notice letter to provide notice to his additional employer Henry Schein, Inc.

Claimant alleges herein the specific provisions of California law that Employer has violated, requiring this Notice, including but not limited to: California Labor Code sections 201-203, 204, 208, 216, 221-223, 226, 226.2, 226.7, 245-248.6, 432, 432.5, 432.6, 432.7, 510, 512, 558, 558.1, 1024.5, 1174, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2802, 2810.5, and all applicable Wage Orders.

Employer violated, and/or has caused to be violated, several Labor Code provisions and is therefore liable for civil penalties under Labor Code § 2698 *et seq.* We request that your agency investigate the claims alleged below or permit Claimant to seek civil penalties under the Private Attorney General Act (“PAGA”), Labor Code § 2698 *et seq.*, on behalf of the Labor and Workforce and development Agency (“LWDA”) and the State of California in a representative action. This letter will serve as notice of these allegations pursuant to Labor Code § 2699.3. Based on

information and belief, Employer continues to commit all the violations alleged herein.

Failure to Pay For All Hours Worked, Including Overtime Hours Worked

(Cal. Labor Code §§200, 204, 206, 206.5, 207, 210, 216, 218, 218.6, 221, 223, 351, 510, 558, 1194, 1197, 1197.1, 1198, 2698 *et seq.*, IWC Wage Orders)

The Wage Orders define “hours worked” as “the time during which an employee is subject to the control of an employer, and including all the time the employee is suffered or permitted to work, whether or not required to do so.” Employer has been engaged in many unlawful employment practices which resulted in underpayment for hours worked each pay period, including overtime hours worked, as more fully set forth below. Employer has also failed to pay the required minimum wage for all hours worked, and failed to pay overtime, sick pay, premium wages, and vacation wages at the correct regular rate of pay.

Off-the-Clock Hours Worked

Claimant and his coworkers were required to arrive to work early to turn on and set up machines before clocking in. For example, if Claimant’s shift started at 5:30 am, he was expected to arrive at 5 to start setting up off the clock, and then to clock in at 5:30. Claimant was given this instruction at training and observed his coworkers also arriving early to set up prior to clocking in at the shift start time.

When employees earning minimum wage do not receive payment for all hours worked, including off-the-clock and overtime hours worked, the result is that they are earning less than the statutory minimum wages for all hours worked, in violation of Labor Code §1197.

Claimant and aggrieved employees have been employed under conditions prohibited by the wage order, and thus Employer has also violated §§1198 and 1199. Employer is liable for civil penalties pursuant to Labor Code §§558 and 2699 *et seq.*

Failure to Pay All Wages Owed Twice Per Month

(Cal. Lab. Code §§204, 210, and 2698 *et seq.*)

Employer was required to pay Claimant and aggrieved employees all wages earned twice during each calendar month pursuant to Labor Code §204(a).

Employer failed to pay all wages earned to employees as a result of the unlawful employment policies and practices discussed herein. As a result of these practices, employees were underpaid for hours worked, including overtime and penalty wages, and this underpayment resulted in a failure to pay all wages owed twice per month.

Due to these failures, Employer is liable under Labor Code §204, 210 and 2698 *et seq.* for failure to pay wages as required by law.

Failure to Pay Minimum Wage

(Cal. Labor Code §§ 200, 218.5, 226, 558, 1194, 1194.2, 1197, 1197.2, 1198, 1199, 2698 et seq.)

Pursuant to Labor Code sections 1194, 1194.2 and 1197, it is unlawful for an employer to suffer or permit a California employee to work without paying wages at the proper minimum wage for all time worked as required by the applicable IWC Wage Order.

Employer failed to pay Claimant and aggrieved employees for all hours worked as a result of Employer's practices described above. Based on Employer's unlawful conduct described herein, and because Claimant and the aggrieved employees were paid at or near minimum wage, employer's failure to pay for all hours worked, including overtime, resulted in a payment of less than the minimum wage for all hours worked, in violation of Labor Code §1197, 1197.1, 1199 and the Wage Orders. Employer is liable for civil penalties pursuant to Labor Code §§558 and 2699 *et seq.*

Failure to Permit Compliant Meal Periods

(Cal. Labor Code §§226 (a), 226.7, 512, 558, 1198, 2698 et seq., Wage Order)

Labor Code §512 provides, "[a]n employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes..." Labor Code §226.7(a) provides, "[n]o employer shall require an employee to work during any meal... period mandated by an applicable order of the Industrial Welfare Commission." Paragraph 11 of the Wage Order provides, in pertinent part, "[u]nless an employee is relieved of all duty during a 30-minute meal period, the meal period shall be considered an 'on duty' meal period and counted as time worked."

Claimant reports that he and his coworkers frequently missed or worked through their meal periods. Meal periods were interrupted and cut short because of the press of work and the chaotic work facility. On numerous occasions each pay period, employees were not relieved or permitted to take a timely, 30-minute uninterrupted meal period.

Employer failed to permit Claimant and others to take timely, off-duty, meal breaks of "not less than 30 minutes" for each five consecutive hours of work in violation of Labor Code §§226.7 and 512. Employer failed to pay all penalty pay to Claimant or aggrieved employees for noncompliant meal periods. As a derivative claim, Claimant alleges that pay statements were inaccurate, failing to include required meal period penalties, thus failing the requirements of Labor Code §226(a). As a result of these violations, Employers are liable for civil penalties pursuant to Cal. Labor Code §558 and §2698 *et. seq.*

Failure to Provide Rest Breaks

(Cal. Labor Code §§226, 226.7, 512, 558, 1198, 2698 et seq., Wage Orders)

Employer failed to maintain a compliant rest period policy and practice that provides its employees with off-duty rest periods as required by California law.

Rest breaks were missed on a weekly basis due to the press of work. Claimant reports missing rest breaks at least twice per week during his employment. Additionally, when breaks were provided, they were consistently under 10 minutes because employees were required to return back to their workstations within 10 minutes. However, the break facility was located a distance from employee work areas, significantly cutting into employees required 10 minute breaks.

The rest period requirement obligates employers to permit and authorize employees to take off-duty rest periods, meaning employers must relieve employees of all duties and relinquish control over how employees spend their time. *Augustus v. ABM Security Services, Inc.*, (2016) 5 Cal.5th 257, 269. Employers must pay employees an additional hour of wages at the employee's regular rate of pay for each missed or improper rest period (e.g., less than 10 minutes, interrupted rest period, rest period(s) at improper time(s) during shift(s). Lab. Code §226.7; applicable IWC Wage Order, §12(B) ("If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each work day that the rest period is not provided"). Moreover, under California law rest periods must be a "net" ten minutes in a suitable rest area. (*Id.* at 268) (relying on January 3, 1986 and February 22, 2002 DLSE Letters wherein the DLSE ruled that the net ten-minute language for rest periods means ten minutes of time in a rest area and cannot include time it takes to get to and from the rest area). The employer must show that it clearly articulates the right to a net ten minutes, which means it must clearly communicate what "net" ten minutes means (i.e., regardless of what happens along the way to and from a rest area, employees are entitled to a full ten minutes of rest in the rest area). *Id.*; *see also*, *Bufile v. Dollar Fin. Grp., Inc.*, (2008) 162 Cal. App. 4th 1193, 1199 (the "onus is on the employer to clearly communicate the authorization and permission [to take rest periods] to their employees.").

Employer did not authorize or permit all of its hourly employees to take at least a ten minute rest period in which they were relieved of all duties, for every 4 hours of work, or major fraction thereof, as required by Cal. Lab. Code §226.7, §512 and the Wage Orders. When breaks were missed Employer failed to pay the 1-hour penalty, as required. Because Employer violated the Wage Order, Employer is liable under Labor Code §1198. As a result of these violations, Employer is liable for civil penalties pursuant to Cal. Labor Code §2698 *et. seq.*

Failure to Provide Safe Working Conditions – Excessive Heat
(Cal. Labor Code §1198, Wage Order)

Employer's workplaces would get unsafely hot. Claimant explained that there were no climate regulators within the facility to maintain climate control at a safe and comfortable degree.

Wage Order 1 ¶15 requires:

(A) The temperature maintained in each work area shall provide reasonable comfort consistent with industry-wide standards for the nature of the process and the work performed.

(B) If excessive heat or humidity is created by the work process, the employer shall take all feasible means to reduce such excessive heat or humidity to a degree providing reasonable comfort.

By violating the wage order, Employer is liable for civil penalties pursuant to §2698 *et seq.*

Failure to Provide Accurate Itemized Wage Statements
(Cal. Labor Code §§ 226, 1174, 2699 *et seq.*)

Employer knowingly and intentionally failed to provide timely, accurate, itemized wage statements to Claimant and the aggrieved employees in accordance with Labor Code §§ 226 and keep accurate records as required by §1174(d).

The statements provided to Claimants and aggrieved employees, and the records maintained by Employer, have not accurately reflected actual gross wages earned, including pay for all hours worked and the accurate rate of pay for all hours worked, and overtime pay, sick pay at the correct rate, and pay for meal and rest period premium wages.

§226 (a) requires:

An employer, semimonthly or at the time of each payment of wages, shall furnish to his or her employee, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately if wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except as provided in subdivision (j), (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee

identification number other than a social security number, (8) the name and address of the legal entity that is the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee...

Such failures called injury to Claimant and others, by, among other things, impeding them from knowing the total hours worked, and the amount of wages to which they are and were entitled. Employer knowingly and intentionally failed to accurately itemize the gross wages earned, net wages earned, and total hours worked.

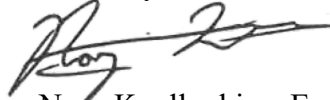
Employer is liable for civil penalties pursuant to Labor Code § 2698 *et seq.*

Finally, Employer has violated Labor Code §432.5 for forcing Claimant and aggrieved employees to sign employment-related contracts and documents that contained unlawful terms of employment, including invalid meal period waivers resulting from a noncompliant meal period policy and/or practice.

Conclusion

Employer has violated a number of California wage and hour laws. Claimant respectfully requests that the agency investigate the above allegations and hereby provides notice of the allegations pursuant to PAGA's provisions. Alternatively, Claimant requests that the agency inform Claimant if it does not intend to investigate these violations so that Claimant may pursue these claims as a representative action in civil court.

Sincerely,

A handwritten signature in black ink, appearing to read 'Nazo Koulloukian', written over a horizontal line.

Nazo Koulloukian, Esq.
Attorney for Claimant

PROOF OF SERVICE

Case No. 25CU001235N
Franco v. Precision One Medical

I, NADIA CHAVEZ declare that I am a resident of or employed in the County of Los Angeles, California. I am over the age of 18 years and not a party to the entitled case. The name and address of my residence or business is KOUL LAW FIRM, 217 South Kenwood Street, Glendale, California 91205.

On March 12, 2025, I served the foregoing document described as:

FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT

 X **BY E-MAIL:** I hereby certify that this document was served from Glendale, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address from e-mail nadia@koullaw.com pursuant to California Rules of Court. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

 X **BY U.S. MAIL:** I deposited such envelope in the mail at Glendale, California. The envelope was mailed with postage thereon fully prepaid. I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at Glendale, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

on the interested parties in this action by sending [] the original [or] [✓] a true copy thereof [✓] to interested parties as follows [or] [] as stated on the attached service list:

James E. Hart
LITTLER MENDELSON, P.C.
18565 Jamboree Road, Suite 800
Irvine, CA 92612
jhart@littler.com
sbeem@littler.com

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on this March 12, 2025, in Glendale, California.



NADIA CHAVEZ