

SROURIAN LAW FIRM

Daniel Z. Srourian, Esq. [SBN 285678]
3440 Wilshire Blvd., Suite 915
Los Angeles, CA 90010
Telephone: (310) 601-3131

SOLOUKI & SAVOY, LLP

Shoham J. Solouki, Esq. [SBN 278538]
316 W. 2nd Street, Suite 1200
Los Angeles, CA 90012
Telephone: (213) 814-4940
Attorneys for Plaintiffs and the Proposed Class

**IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
LOS ANGELES SUPERIOR COURT**

MARIET ALLAHUERDI; BRENDA
ROBINETTE, on behalf of
themselves and others similarly
situated,

Plaintiffs,

vs.

INDEPENDENT PHLEBOTOMY PROVIDER
GROUP, LLC, A California Limited
Liability Company DBA IPPG; and
DOES 1 TO 100, Inclusive,

Defendants.

Case No:

COMPLAINT FOR:

1. **FAILURE TO PAY OVERTIME WAGES** [Cal. Labor Code § 1198 *et seq.*];
2. **FAILURE TO PAY ALL HOURS WORKED** [Cal. Labor Code 1198 *et seq.*];
3. **FAILURE TO PROVIDE REST BREAKS** [Cal. Labor Code § 226.7];
4. **FAILURE TO PROVIDE MEAL BREAKS** [Cal. Labor Code § 226.7];
5. **WAITING TIME PENALTIES** [Cal. Labor Code § 203];
6. **FAILURE TO MAINTAIN RECORDS** [Cal. Labor Code § 1174 *et seq.*];
7. **UNFAIR BUSINESS PRACTICES** [Bus. & Prof. Code § 17200 *et seq.*];
8. **FAILURE TO PAY MINIMUM WAGE** [Cal. Labor Code §§ 1194 & 1197];
9. **PRIVATE ATTORNEY GENERAL ACT** [Cal. Labor Code § 2698 *et seq.*]

[DEMAND FOR JURY TRIAL]

1
2 Plaintiffs MARIET ALLAHUERDI, and BRENDA ROBINETTE, on
3 behalf of themselves and other similarly situated (hereinafter
4 referred to as "Plaintiffs"), allege as follows:

5
6 **JURISDICTION**

7 1. This is a civil wage and hour class action seeking
8 equitable and injunctive relief, economic and statutory damages,
9 prejudgment interest, costs and attorneys' fees, and other
10 appropriate relief against INDEPENDENT PHLEBOTOMY PROVIDER GROUP,
11 LLC, A CALIFORNIA LIMITED LIABILITY COMPANY DBA IPPG ; AND DOES
12 1 TO 100, INCLUSIVE (referred to as "IPPG") and others, as
13 alleged herein, for violations of the Labor Code, including, but
14 not limited to, Labor Code Sections 201, 202, 206.5, 207, 208,
15 216, 221, 225.5, 226, 226.3, 226.7 227.3, 232, 232.5, 240, 243,
16 351-354, 450-452, 500-558, 976-977, 1030-1033, 1174.5, 1183,
17 1994-1197.1, 1198, 2800-2809 and other unfair and unlawful
18 conduct in violation of the Business & Professionals Code S
19 17200, et seq.

20 2. The amount in controversy in this matter exceeds the sum of
21 \$25,000.00, exclusive of interest and costs.

22
23 **PARTIES**

24 3. Plaintiff MARIET ALLAHUERDI was a resident of Los Angeles
25 County at all times relevant herein. Plaintiff MARIET
26 ALLAHUERDI is and/or was a Phlebotomist, a non-exempt employee,
27 for Defendants IPPG and DOES 1 through 100, Inclusive,
28 (hereinafter collectively referred to as "Defendants").

1 Plaintiff BRENDA ROBINETTE was a resident of Los Angeles County
2 at all times relevant herein. Plaintiff BRENDA ROBINETTE is
3 and/or was a Phlebotomist, a non-exempt employee, for Defendants.

4 4. Defendants jointly own, manage and/or operate a mobile and
5 bedside Phlebotomy service in and around the County of Los
6 Angeles, California, and do business as "IPPG". Defendants
7 dispatch their Phlebotomists to various locations to provide
8 Phlebotomy services. These services are available to clients on
9 a 24 hour a day, seven days a week basis.

10 5. Defendants started operation of IPPG in or around 1991 and
11 have since expanded their reach to all of Southern California.

12 6. Since 1991, Defendants have employed numerous non-exempt
13 employees, including but not limited to the Plaintiffs and other
14 similarly situated current and former employees (hereinafter
15 collectively referred to as "CLASS MEMBER(S)"). Each CLASS
16 MEMBER experienced the same or similar treatment from Defendants.

17 7. At all times herein mentioned, Defendants engaged in the
18 illegal practice of requiring all non-exempt current and former
19 employees, including Plaintiffs, to work four or more hours
20 without a rest period in violation of the I.W.C. Wage Order,
21 California Labor Code and other relevant laws, rules, orders,
22 requirements and regulations. Defendants further required all
23 non-exempt current and former employees, including the
24 Plaintiffs, to work five (5) and more hours without a meal break.

25 8. At all times herein mentioned, Defendants also engaged in
26 the illegal practice of requiring some non-exempt current and
27 former employees at IPPG, including Plaintiffs, to work eight
28

1 (8) or more hours per day and/or more than forty hours per work
2 week without providing time and a half-pay.

3 9. At all times herein mention, the actions of Defendant IPPG
4 and Does 1 through 50 were carried out and ratified by and
5 through their agents, employees, officers and or directors
6 including Defendant Does 51 through 100 acting in their official
7 capacities for IPPG.

8 10. Defendants IPPG and Does 1 through 100 were all employers
9 within the meaning of California Industrial Wage Commission Wage
10 Orders in that they were directly or indirectly employed or
11 exercised control over wages, hours or working conditions of
12 Plaintiffs and CLASS MEMBERS. All of the employer Defendants
13 including IPPG and DOES 1 through 100 are responsible for the
14 implementation of a number of policies and procedures whereby the
15 employees are required to work off the clock, have their rest and
16 meal breaks interrupted to participate in work causing them to
17 work off the clock as well as lose the mandated uninterrupted
18 meal and rest breaks, as well as a number of other policies and
19 procedures that have the overall effect of each employee at IPPG
20 accruing at a minimum of 20 to 30 minutes a day of off the clock
21 time, at least one interrupted meal or rest break, as well as
22 other wage and hour violations.

23 11. The true names or capacities, whether individual, associate
24 or otherwise, of Doe Defendants 1-100, inclusive, are unknown to
25 Plaintiffs and, therefore, Plaintiffs sue these Doe Defendants
26 by such fictitious names. Plaintiffs will seek leave of this
27 Court to amend this Complaint to allege such names and
28 capacities as soon as they are ascertained. Plaintiffs and

1 CLASS MEMBERS are informed and believe and thereon allege that
2 each of these fictitiously named Defendants is responsible in
3 some manner for the occurrences alleged herein, and that
4 Plaintiffs' injuries and damages as alleged and set forth herein
5 were proximately caused by such fictitiously named Defendants.

6 12. Each of the Defendants is sued individually and in its, his
7 or her capacity as an employer, owner, agent, representative,
8 manager, supervisor, independent contractor and/or employee of
9 each Defendant.

10 13. Plaintiffs are informed and believe and thereon alleges
11 that at all times relevant herein, each and every Defendant,
12 including the Doe Defendants, acted in concert and in
13 furtherance of each other's interest. The acts of the named
14 Defendant, as described herein, were known to and ratified by
15 other Defendants. The acts and conduct of each and every
16 Defendant as described herein were intentional and were not a
17 normal part of Plaintiffs' employment.

18 14. Plaintiffs are informed and believes, and thereon alleges
19 that at all relevant times each Defendant was the principal,
20 agent, employer, employee, partner, joint venturer, officer,
21 director, controlling shareholder, subsidiary, affiliate, parent
22 corporation, successor in interest and predecessor in interest
23 of some or all of the other Defendant, and was engaged with some
24 or all of the other Defendants in a joint enterprise for profit,
25 and bore such other relationships to some or all of the other
26 Defendants so as to be liable for the conduct of each of them.
27 Plaintiffs are further informed and believes, and thereon
28 alleges that each Defendant acted pursuant to and within the

1 scope of the relationship alleged above, that each Defendant
2 knew or should have known about, authorized, ratified, adopted,
3 approved, controlled, aided and abetted the conduct of all other
4 Defendants; and that each Defendant acted pursuant to a
5 conspiracy and agreement to do the things alleged herein.

6 15. Pursuant to subsection I. W. C. Wage Order 4, each and
7 every one of the Defendants is an employer of within the meaning
8 of the applicable Wage Order and applicable California Labor
9 Code sections. Therefore, each Defendant is severally liable
10 for the wrongs complained of herein.

11
12 **FACTS COMMON TO ALL CAUSES OF ACTION**

13 16. While Plaintiffs and CLASS MEMBERS were employed as non-
14 exempt employees of Defendants, Plaintiffs and CLASS MEMBERS
15 routinely worked periods of four hours or more, twice per work
16 day, without receiving a rest break, in violation of the
17 California Industrial Welfare Commission's Order 4-2001.

18 17. Defendants did not provide its non-exempt employees a 30
19 minute meal period for every five hours worked and never sought
20 a written waiver from the employees prior to depriving them of
21 the meal breaks due under the law, in violation of the
22 California Industrial Welfare Commission's Order 4-2001.
23 Further, Defendants did not provide its non-exempt employees a
24 10 minute break for every four hours worked, also in violation
25 of the California Wage Orders. At all times, during both rest
26 and meal breaks, Defendants required Plaintiffs and all non-
27 exempt employee CLASS MEMBERS, to be available by radio or
28 telephone so they could be reached and respond to any customers

1 inquiries or requests, or those of management. If Plaintiffs'
2 and/or a CLASS MEMBERS radio or phone were called while they
3 were on break, the break was over and they had to return to
4 working immediately.

5 18. Defendants charged their customers and/or patrons for their
6 services provided by the non-exempt employee CLASS MEMBERS.
7 Defendants are subject to California Industrial Welfare
8 Commission Wage Order 4-2001, which is applicable to the
9 Professional, Technical, Clerical, Mechanical and Similar
10 Occupations.

11 19. Plaintiffs are informed and believe that, during the last
12 four years, not fewer than 50 non-exempt employees were employed
13 by Defendants as Phlebotomists for Defendants IPPG.

14 20. Plaintiffs and CLASS MEMBERS are informed and believe, and
15 thereon allege that throughout the period covered by this action,
16 the Defendants designed and implemented an illegal system or
17 requiring CLASS MEMBERS and other non-exempt employees to work
18 off the clock and uncompensated for tasks, including but not
19 limited to time spent preparing, donning, doffing in violation
20 of California Laws, including but not limited to Labor Codes §§
21 1198, 201-203, 204, 226, 510, 1198.

22 21. Defendants at all times relevant herein, provided the non-
23 exempt CLASS MEMBERS with false time sheets which did not show
24 rest breaks, meal breaks and would falsify overtime hours.
25 Therefore, the amount of wages owed to Plaintiff and CLASS
26 MEMBERS is readily and objectively ascertainable.

27 22. Plaintiffs bring this action on behalf of themselves and on
28 behalf of other current and former non-exempt employees of

1 Defendants and, pursuant to Business and Professions Code §17000
2 et seq., on behalf of other members of the general public.

3 **CLASS ACTION ALLEGATIONS**

4 **OVERTIME**

5 23. While employed as non-exempt employees, Plaintiffs and
6 CLASS MEMBERS routinely worked periods of eight hours or more,
7 per work day, without receiving overtime compensation. The
8 California Industrial Welfare Commission Order 4-2001 provides
9 that:

10 "One and one-half (1 ½) times the employee's
11 regular rate of pay for all hours worked in
12 excess of eight (8) hours up to and
13 including 12 hours in any workday, and for
14 the first eight (8) hours worked on the
15 seventh (7th) consecutive day of work in a
16 workweek";

17 24. Defendants practice of requiring employees to work eight
18 hours and more without overtime compensation is in violation of
19 the Industrial Welfare Commission's wage order, the California
20 Labor Code and relevant laws, rules, orders, requirements and
21 regulations.

22 25. Defendants suffered and permitted its non-exempt employees
23 to work eight or more hours without overtime compensation
24 provided by California labor law for more than four years.
25 Plaintiff and the putative class are entitled to back wages to
26 compensate them retroactively for all overtime of which they
27 were deprived during the class period, plus all applicable
28 penalties.

1 **REST PERIODS**

2 26. While employed as non-exempt employees, Plaintiffs and
3 CLASS MEMBERS routinely worked periods of four hours or more,
4 twice per work day, without receiving a rest break. The
5 California Industrial Welfare Commission Order 4-2001 provides
6 that:

7 "Every employer shall authorize and permit
8 employees to take rest periods, which
9 insofar as practicable shall be in the
10 middle of each work period. The authorized
11 rest period time shall be based on the total
12 hours worked daily at the rate of ten (10)
13 minutes net rest time per four (4) hours or
14 major fraction thereof.

15 27. Defendants practice of requiring employees to work four
16 hours and more without a rest period is in violation of the
17 Industrial Welfare Commission's wage order, the California Labor
18 Code and relevant laws, rules, orders, requirements and
19 regulations.

20 28. Defendants suffered and permitted its employees to toil
21 without the rest periods provided by California labor law for
22 more than four years. Plaintiffs and CLASS MAMBERS are entitled
23 to back wages to compensate them retroactively for all break
24 periods of which they were deprived during the class period,
25 plus all applicable penalties, in addition to one hour's
26 compensation as prescribed by I.W.C. Wage Order 4-2001.

27 **MEAL PERIODS**

1 29. At Paragraph 11, the California Wage Order 4-2001
2 provides that:

3 “(A) No employer shall employ any person for
4 a work period of more than five (5) hours
5 without a meal period of not less than 30
6 minutes, except that when a work period of
7 not more than six (6) hours will complete
8 the day’s work the meal period may be waived
9 by mutual consent of the employer and
10 employees.”

11 30. Defendants did not provide its non-exempt employee CLASS
12 MEMBERS a 30-minute meal period for every five hours worked and
13 never sought a written waiver from the employees prior to
14 depriving them of the meal breaks due under the law.
15 Defendants suffered and permitted its employees to work without
16 the meal periods prescribed by California labor law for more
17 than four years. Plaintiffs and CLASS MEMBERS are entitled to
18 back wages to compensate them retroactively for all meal periods
19 of which they were deprived during the class period, plus all
20 applicable penalties, in addition to one hour’s compensation.

21 31. The Causes of Action in this Complaint are being brought
22 and may properly be maintained as a class action pursuant to the
23 provisions of California Code of Civil Procedure § 382 and other
24 applicable law, because there is a well-defined community of
25 interest in the litigation and the proposed class is
26 ascertainable.

1 32. The proposed class that Plaintiffs seek to represent for
2 the class action causes of action (hereinafter referred to as
3 "PLAINTIFF CLASS" or "CLASS MEMBERS") is composed of:

4 Current and former non-exempt Phlebotomist employees
5 who were employed by IPPG at any time beginning four
6 years preceding the filing of the Complaint in this
7 action through final judgment in this action.

8 33. There is a well-defined community of interest in the
9 litigation and the class is ascertainable:

10 A. NUMEROSITY: The PLAINTIFF CLASS is so numerous that
11 the individual joinder of all members is impractical under the
12 circumstances of this case. While the exact number of CLASS
13 MEMBERS is unknown to Plaintiffs at this time, Plaintiff is
14 informed and believes, and thereon alleges that over 50 current
15 and former non-exempt employees have been employed by Defendants
16 during the period commencing four years prior to the filing of
17 the Complaint in this action, to date.

18 B. COMMON QUESTIONS PREDOMINATE: Common questions of law
19 and fact exist as to all members of the PLAINTIFF CLASS and
20 predominate over any questions that affect only individual
21 members of the class. The predominant common questions of law
22 and fact include:

23 i. Whether the work performed by Plaintiffs and
24 PLAINTIFF CLASS is included in the type of work
25 Defendants employed Plaintiff and PLAINTIFF CLASS to
26 perform.

1 ii. Whether the work performed by Plaintiffs and
2 PLAINTIFF CLASS is compensable under California
3 state law.

4 iii. Whether Defendants have engaged in a pattern
5 and/or practice of forcing, coercing, deceiving
6 and/or permitting Plaintiffs and PLAINTIFF CLASS to
7 perform work for Defendants' benefit which was not
8 properly compensated.

9 iv. Whether Defendants have failed to permit full
10 meal and rest periods as required by California law,
11 other applicable regulations, and/or Defendants'
12 stated policies.

13 v. Whether Defendants have failed to properly
14 compensate Plaintiffs and PLAINTIFF CLASS in
15 connection with interruptions to their meal or rest
16 periods.

17 vi. Whether Defendants has failed to keep true and
18 accurate time records for all hours worked by their
19 employees as required by Defendants' respective
20 policies and state law.

21 vii. Whether Defendants failed to pay Plaintiffs and
22 PLAINTIFF CLASS for all of the work Defendants
23 required them to perform.

24 viii. Whether Defendants violated the California
25 Labor Code § 1194, et seq., through their practice of
26 not paying their employees for all time worked.

27 ix. Whether the Defendants violated the California
28 Labor Code § 512 by requiring employees to perform

1 work activities during their breaks and uncompensated
2 meal periods/30 minute breaks.

3 x. Whether Defendants systematic failure to pay the
4 class for all hours worked constitute unfair
5 competition and thus a continuing violation of
6 California's Business & Professions Code, § 17200, et
7 seq.

8 xi. The nature and extent of class-wide injury and
9 the measure of damages for the injury.

10 C. TYPICALITY: Plaintiffs' claims are typical of the
11 claims of the CLASS MEMBERS. Plaintiffs and CLASS MEMBERS
12 sustained damages arising out of Defendants common practice of
13 failing to provide meal and rest period; failing to compensate
14 for overtime.

15 D. ADEQUACY: Plaintiffs will fairly and adequately
16 protect the interests of the members of the class. Plaintiffs'
17 attorneys have experience in employment and class action matters
18 and may adequately represent the class in this matter.
19 Plaintiffs have no interest that is adverse to the interests of
20 the other CLASS MEMBERS.

21 E. SUPERIORITY: A class action is superior to other
22 available means for the fair and efficient adjudication of this
23 controversy. Because individual joinder of all members of the
24 class is impractical, class action treatment will permit a large
25 number of similarly situated persons to prosecute their common
26 claims in a single forum simultaneously, efficiently and without
27 the unnecessary duplication of effort and expense that numerous
28 individual actions would engender. The relatively minor amount

1 of individual damages in question coupled with the expenses and
2 burdens of individual litigation would make it difficult or
3 impossible for individual members of the calls to redress the
4 wrongs done to them, while important public interests will be
5 served by addressing the matter as a class action. The cost to
6 and burden on the court system of adjudication of individualized
7 litigation would be substantial and substantially more than the
8 costs and burdens of a class action. Individualized litigation
9 would also present the potential for inconsistent or
10 contradictory judgments.

11
12 **FIRST CAUSE OF ACTION**

13 **[FAILURE TO PAY OVERTIME - Cal. Labor Code § 1198]**

14 **(AGAINST ALL DEFENDANTS)**

15 34. Plaintiffs hereby incorporate by reference all other
16 allegations contained in this Complaint as though fully set
17 forth herein.

18 35. Pursuant to Industrial Welfare Commission Order 4-2001,
19 California Code of Regulations, Title 8, Chapter 5, § 11050, and
20 Labor Code §§ 200, 226, and 1198, at all times relevant hereto,
21 Defendants were required to compensate Plaintiffs and PLAINTIFF
22 CLASS for all overtime, which is calculated at one and one-half
23 (1 1/2) times the regular rate of pay for hours worked in excess
24 of eight (8) hours per day and/or forty (40) hours per week.

25 37. Pursuant to Labor Code §§ 200, 226, 500, 510, and 1198, and
26 California Code of Regulations, Title 8, Chapter 5, § 11050,
27 Defendants were required to compensate Plaintiffs and PLAINTIFF
28 CLASS for all overtime, which is calculated at one and one-half

1 (1 1/2) times the regular rate of pay for hours worked in excess
2 of eight (8) hours per day.

3 36. Pursuant to Labor Code §§ 200, 226, 500, 510, and 1198,
4 Defendants were required to compensate Plaintiffs and PLAINTIFF
5 CLASS for all overtime, which is calculated at Double the
6 employee's regular rate of pay for all hours worked in excess of
7 12 hours in any workday.

8 37. Plaintiffs and PLAINTIFF CLASS were non-exempt employees
9 entitled to the protections of Industrial Welfare Commission
10 Order 4-2001, and Labor Code §§ 200, 226, 500, 510, and 1198.
11 During the course of Plaintiffs and PLAINTIFF CLASS'S employment,
12 Defendants failed to compensate Plaintiffs and PLAINTIFF CLASS
13 for overtime hours worked as required under the aforementioned
14 labor regulations.

15 38. Under the aforementioned wage orders, statutes, and
16 regulations, Plaintiffs and PLAINTIFF CLASS are entitled to one
17 and one half (1 1/2) times and /or double their regular rate of
18 pay for overtime work performed during the four (4) years
19 preceding the filing of this Complaint based on appropriate
20 calculations of the total remuneration for each workweek

21 39. In violation of state law, Defendants have knowingly and
22 willfully refused to perform their obligations to compensate
23 Plaintiffs and PLAINTIFF CLASS for all wages earned and all
24 hours worked. As a direct result, Plaintiffs and PLAINTIFF CLASS
25 have suffered, and continue to suffer, substantial losses
26 related to the use and enjoyment of such wages, lost interest on
27 such wages, and expenses and attorney's fees in seeking to
28 compel Defendants to fully perform their obligation under state

1 law, all to their respective damage in amounts according to
2 proof at time of trial, but in amounts in excess of the
3 jurisdiction of this Court. Defendants committed the acts
4 alleged herein knowingly and willfully, with the wrongful and
5 deliberate intention of injuring Plaintiffs and PLAINTIFF CLASS,
6 from improper motives amounting in malice, and in conscious
7 disregard of Plaintiff and PLAINTIFF CLASS' rights. Plaintiffs
8 and PLAINTIFF CLASS are thus entitled to recover nominal, actual,
9 compensatory, punitive, and exemplary damages in amounts
10 according to proof at time of trial, but in amounts in excess of
11 the jurisdiction of this Court.

12 40. As a proximate result of the aforementioned violations,
13 Plaintiffs and PLAINTIFF CLASS have been damaged in an amount
14 according to proof at time of trial, but in an amount in excess
15 of the jurisdiction of this Court.

16 41. Defendants' conduct described herein violates Labor Code §§
17 200, 226, 500, 510 and 1198. Therefore, pursuant to Labor Code §
18 200, 203, 218.5, 226, 558, and 1194, Plaintiffs and PLAINTIFF
19 CLASS are entitled to recover the unpaid balance of overtime
20 compensation Defendants owe Plaintiffs and PLAINTIFF CLASS and
21 civil penalties (including the penalties described in Labor Code
22 § 558 and other statutory penalties) plus interest penalties,
23 attorney's fees, expenses, and costs of suit.

24 42. WHEREFORE, Plaintiffs requests relief as hereinafter
25 provided.

26
27 **SECOND CAUSE OF ACTION**
28

1 [FAILURE TO COMPENSATE FOR ALL HOURS WORKED - Cal. Labor Code §
2 1198]

3 (AGAINST ALL DEFENDANTS)

4 43. Plaintiffs hereby incorporate by reference all other
5 allegations contained in this Complaint as though fully set
6 forth herein.

7 44. At all times relevant herein, Defendants were required to
8 compensate their hourly employees for all hours worked upon
9 reporting for work at the appointed time stated by the employer,
10 pursuant to Industrial Welfare Commission Order 4-2001, Labor
11 Code §§ 200, 226, 500, 510, 1197, and 1198

12 45. At all times relevant hereto, Defendants failed to
13 compensate Plaintiffs and PLAINTIFF CLASS for all hours worked
14 by not compensating them for work performed. Defendants
15 established policies, *inter alia*, wherein hourly employees would
16 be "taken 'off the clock'" for a variety of reasons, including
17 preparing, donning and doffing, and assisting other non-exempt
18 employee CLASS MEMBERS; Defendants failed to provide breaks as
19 required by law; Defendants failed to compensate employees for
20 all overtime worked; Defendants would "ding" (illegally deduct
21 wages) as punishment for violation of company policies;
22 Defendants failed to pay for meal periods; Defendants failed to
23 pay "show up" or reporting time pay; Defendants did not
24 accurately record hours worked; Defendants failed to properly
25 itemize wages.

26 46. Under the aforementioned wage orders and regulations,
27 Plaintiffs and PLAINTIFF CLASS are entitled to recover
28 compensation for all hours worked, but not paid, for the four

1 (4) years preceding the filing of this Complaint, plus
2 reasonable attorneys' fees and costs of suit pursuant to Labor
3 Code § 218.5, and penalties pursuant to Labor Code §§ 203 and
4 226.

5 47. In violation of state law, Defendants have knowingly and
6 willfully refused to perform their obligations to compensate
7 Plaintiffs and PLAINTIFF CLASS for all wages earned and all
8 hours worked. As a direct result, Plaintiffs and PLAINTIFF CLASS
9 have suffered, and continue to suffer, substantial losses
10 related to the use and enjoyment of such wages, lost interest on
11 such wages, and expenses and attorneys' fees in seeking to
12 compel Defendants to fully perform their obligations under state
13 law, all to their respective damage in amounts according to
14 proof at time of trial, but in amounts in excess of the
15 jurisdiction of this Court. Defendants committed the acts
16 alleged herein knowingly and willfully, with the wrongful and
17 deliberate, intention of injuring Plaintiffs and PLAINTIFF CLASS,
18 from improper motives amounting to malice, and in conscious
19 disregard of Plaintiffs and PLAINTIFF CLASS. Plaintiffs and
20 PLAINTIFF CLASS are thus entitled to recover nominal, actual,
21 compensatory, punitive, and exemplary damages in amounts
22 according to proof at time of trial, but in amounts in excess of
23 the jurisdiction of this Court

24 48. As a proximate result of the aforementioned violations,
25 Plaintiffs and PLAINTIFF CLASS have been damaged in an amount
26 according to proof at time of trial, but in an amount in excess
27 of the jurisdiction of this Court.

1 49. Defendants' conduct described herein violates Labor Code §§
2 200, 226, 500, 1197 and 1198, and Industrial Welfare Commission
3 Order 4-2001. Therefore, pursuant to Labor Code of Regulations
4 §§ 203, 218.5, 226, 558, 1194, and 1194.2, Plaintiffs and
5 PLAINTIFF CLASS are entitled to recover damages for the
6 nonpayment of wages of all hours worked that were improperly
7 deducted by Defendants' policies, penalties, reasonable
8 attorney's fees, expenses, and costs of suit.

9 50. WHEREFORE, Plaintiffs and PLAINTIFF CLASS requests relief
10 as hereinafter.

11
12 **THIRD CAUSE OF ACTION**

13 **[FAILURE TO ALLOW REST PERIODS - Cal. Labor Code § 226.7]**

14 **(AGAINST ALL DEFENDANTS)**

15 51. Plaintiffs hereby incorporate by reference all other
16 allegations contained in this Complaint as though fully set
17 forth herein.

18 52. At all times herein mentioned the Plaintiffs and PLAINTIFF
19 CLASS were non-exempt employees and subject to the rest period
20 provisions of the Industrial Welfare Commission.

21 53. From at least November 2010, Defendants failed to allow
22 members of the PLAINTIFF CLASS to take rest periods during every
23 four hour period worked. The law requires that employees such
24 as those in the PLAINTIFF CLASS, be allowed a 10-minute break
25 during every four hour work period. The prescribed break should
26 be allowed, as close to the middle of the four hour period as
27 possible, according to the Industrial Welfare Commission wage
28 orders. Thus, the PLAINTIFF CLASS should have been afforded a

1 10-minute break at the two hour point of their four hour work
2 periods. Defendants denied them such breaks.

3 54. Wages are due to employees for "all hours worked" under IWC
4 Order 4-2001. "[R]est periods shall be counted as hours worked"
5 . . . pursuant to IWC Order. The wage order goes on to say that
6 there shall be no deduction from wages. Thus, wages are due to
7 the plaintiff class to compensate for the rest periods that were
8 denied under applicable laws, rules, requirements, and
9 regulations. Ten minutes worth of prorated wages are due to the
10 Plaintiffs and PLAINTIFF CLASS, for each four hour work period
11 contained in each day of work each class member performed, from
12 November 2010 to the present. In addition, Plaintiffs and
13 PLAINTIFF CLASS is entitled to recover interest on the unpaid
14 rest period wages due them. Further, Plaintiffs and PLAINTIFF
15 CLASS demand reasonable attorney's fees and costs of suit,
16 pursuant to Labor Code § 218.5, plus all appropriate penalties
17 for the wage and hour violations, in addition to the one hour's
18 compensation due under IWC Order 4-2001.

19 55. Plaintiffs and PLAINTIFF CLASS are not only entitled to
20 compensation for the lost rest periods, but to the extent that
21 Defendants claim that rest periods were taken which are not
22 documented, Plaintiffs and PLAINTIFF CLASS also seek all
23 applicable penalties for Defendants failure to keep accurate
24 time records and to issue Plaintiffs and PLAINTIFF CLASS
25 accurate earnings statements.

26
27 **FOURTH CAUSE OF ACTION**

28 **[FAILURE TO ALLOW MEAL PERIODS - Cal. Labor Code § 226.7]**

1 (AGAINST ALL DEFENDANTS)

2 56. Plaintiffs hereby incorporate by reference all other
3 allegations contained in this Complaint as though fully set
4 forth herein.

5 57. At all times herein mentioned the Plaintiffs and PLAINTIFF
6 CLASS, were non-exempt employees and subject to the meal period
7 provisions of the I.W.C.

8 58. From at least November 2010 to the present, Defendants
9 failed to allow the Plaintiffs and PLAINTIFF CLASS to take 30-
10 minute meal periods for every 5 hours worked. Defendants denied
11 them such breaks.

12 59. Thus, Defendants sometimes deprived employees of both their
13 lunch period and the 30 minutes pay for the time when the
14 employees were working, when they should have been allowed to
15 take their meal breaks.

16 60. Wages are due to employees for "all hours worked" under IWC
17 Order 4-2001 and applicable laws, rules, orders, requirements,
18 and regulations. Plaintiffs and PLAINTIFF CLASS demands all
19 applicable reimbursement and penalties for their lost meal
20 breaks, in addition to the one hour's compensation due under the
21 wage order. Further, Plaintiffs and PLAINTIFF CLASS demands
22 reasonable attorney's fees and costs of suit, pursuant to Labor
23 Code § 218.5.

24 61. Under California law, meal periods must be recorded unless
25 all operations cease during the scheduled meal periods.
26 Defendants failed to record the dealers, meal periods. In fact,
27 Defendants records evidence and support the fact that the
28 employees were afforded no meal periods after 5 hours of work.

1 Plaintiffs and PLAINTIFF CLASS are not only entitled to
2 compensation for the lost meal periods, but to the extent that
3 Defendants claims that meal periods were taken which are not
4 documented, Plaintiffs and PLAINTIFF CLASS also seek all
5 applicable penalties for DEFENDANTS' failure to keep accurate
6 time records and to issue Plaintiffs and PLAINTIFF CLASS
7 accurate earnings statements.

8
9 **FIFTH CAUSE OF ACTION**

10 **[WAITING TIME PENALTIES - Cal. Labor Code § 203]**

11 **(AGAINST ALL DEFENDANTS)**

12 62. Plaintiffs hereby incorporate by reference all other
13 allegation contained in this Complaint as though fully set forth
14 herein.

15 63. California Labor Code §§ 201, 202 require that an employer
16 pay all wages due to an employee after said employee is
17 discharged or quits.

18 64. California Labor Code § 203 provides a penalty for the
19 willful failure to pay all wages due to an employee who is
20 discharged or quits. This penalty consists of an amount equal
21 to the sum of the employee's wages at the employee's prior rate
22 of pay, until the unpaid wages are paid, in an amount not to
23 exceed the equivalent of 30 days' pay.

24 65. During all relevant times prior to the filing of the
25 present action, numerous individuals employed by Defendants in
26 the position of Phlebotomist have left the company as a result
27 of being discharged or having voluntarily terminated their
28 employment.

1 66. While employed by Defendants, these employees were entitled
2 to: wages, compensation for meal periods and rest periods not
3 given, all as set forth above.

4 67. Defendants failed to pay all wages due to Plaintiffs and
5 PLAINTIFF CLASS who left their employment at Defendants, by
6 failing to pay for the meal breaks, rest periods, and overtime
7 due and unpaid. Defendants are required to reimburse their
8 former employees all unpaid wages earned and an additional
9 penalty equal to the daily earnings of such employees up to an
10 amount equal to 30 days pay. Failure to do so is yet another
11 Unfair Business Practice, prohibited by Business and Professions
12 Code § 17200, *et seq.*

13
14 **SIXTH CAUSE OF ACTION**

15 **[FAILURE TO MAINTAIN REQUIRED RECORDS - Cal. Labor Code § 174.5]**

16 **(AGAINST ALL DEFENDANTS)**

17 68. Plaintiffs hereby incorporate by reference all other
18 allegation contained in this Complaint as though fully set forth
19 herein.

20 69. IWC Order 4-2001, provides in relevant part:

21 " (A) Every employer shall keep accurate
22 information with respect to each employee
23 including the following: ... (3) Time
24 records showing when the employee begins and
25 ends each work period. Meal periods, split
26 shift intervals and total daily hours worked
27 shall also be recorded. Meal periods during
28

1 which operations cease and authorized rest
2 periods need not be recorded."

3 70. Labor Code § 1174 provides in relevant part:

4 "Every person employing labor in this state
5 shall: ... (d) Keep, at a central location
6 in the state or at the plants or
7 establishments at which employees are
8 employed, payroll records showing the hours
9 worked daily by and the wages paid to, and
10 the number of piece-rate units earned by and
11 any applicable piece rate paid to, employees
12 employed at the respective plants or
13 establishments. These records shall be kept
14 in accordance with rules established for
15 this purpose by the commission, but in any
16 case shall be kept on file for not less than
17 two years."

18 "Any person employing labor who willfully
19 fails to maintain the records required by
20 subdivision (c) of § 1174 or accurate and
21 complete records required by subdivision (d)
22 of § 1174, or to allow any member of the
23 commission or employees of the division to
24 inspect records pursuant to subdivision (b)
25 of § 1174, shall be subject to a civil
26 penalty of five hundred dollars (\$500)."

27 71. Upon information and belief, at all times relevant hereto,
28 Defendants willfully failed to comply with IWC Order 4-2001 and

1 with Labor Code § 1174, by failing to maintain certain records
2 which employers are required to maintain, including records of
3 hours worked, overtime, rest periods and meal periods provided
4 to each employee. As a result of the failure to keep these
5 required records, Defendants are subject to a civil penalty,
6 pursuant to Labor Code § 1174.5, in the amount of \$500.

7
8 **SEVENTH CAUSE OF ACTION**

9 **[UNFAIR BUSINESS PRACTICES - Bus. & Prof. Code § 17200 et seq.]**

10 **(AGAINST ALL DEFENDANTS)**

11 72. Plaintiffs hereby incorporate by reference all other
12 allegation contained in this Complaint as though fully set forth
13 herein.

14 73. Defendants, and each of them, have engaged in unfair
15 business practices in California by practicing, employing and
16 utilizing the employment practices outlined in this Complaint by
17 requiring their Phlebotomists and other non-exempt employees to
18 perform the labor complained of herein without overtime
19 compensation. Defendants' utilization of such unfair business
20 practices constitutes unfair competition and provides an unfair
21 advantage over Defendants' competitors.

22 74. Plaintiffs, PLAINTIFF CLASS and other similarly situated
23 members of the general public, seek full restitution and
24 disgorgement of monies, as necessary and according to proof, to
25 restore any and all monies withheld, acquired and/or converted
26 by the Defendants by means of the unfair practices complained of
27 herein. Plaintiffs and PLAINTIFF CLASS seek, on their own
28 behalf and on behalf of the general public, the appointment of a

1 receiver, as necessary. The acts complained of herein occurred,
2 at least in part, within the last four (4) years preceding the
3 filing of the original complaint in this action.

4 75. Plaintiffs and PLAINTIFF CLASS are informed and believe and
5 on that basis allege that at all times herein mentioned
6 Defendants have engaged in unlawful, deceptive and unfair
7 business practices, as proscribed by California Business and
8 Professions Code § 17200 *et seq.*, including those set forth in
9 the Complaint herein, thereby depriving PLAINTIFF CLASS and
10 other members of the general public the minimum working
11 condition standards and conditions due to them under the
12 California labor laws and the Wage Orders as specifically
13 described herein.

14 76. Plaintiffs, PLAINTIFF CLASS and all persons similarly
15 situated, are further entitled to and do seek both a declaration
16 that the above-described business practices are unfair, unlawful
17 and/or fraudulent and injunctive relief restraining Defendants
18 from engaging in any of such business practices in the future.
19 Such misconduct by Defendants, unless and until enjoined and
20 restrained by order of this Court, will cause great and
21 irreparable injury to all members of the class in that the
22 Defendants will continue to violate these California laws,
23 represented by labor statutes and the Wage Orders, unless
24 specifically ordered to comply with same. This expectation of
25 future violations will require current and future employees to
26 repeatedly and continuously seek legal redress in order to gain
27 compensation to which they are entitled under California law.
28 Plaintiffs and PLAINTIFF CLASS have no other adequate remedy at

1 law to insure future compliance with the California labor laws
2 and the Wage Orders alleged to have been violated herein.

3
4 **EIGHT CAUSE OF ACTION**

5 **[FAILURE TO PAY MINIMUM WAGE - Cal. Labor Code §§ 1194 & 1197]**

6 **(AGAINST ALL DEFENDANTS)**

7 77. Plaintiffs hereby incorporate by reference all other
8 allegation contained in this Complaint as though fully set forth
9 herein.

10 78. At all times herein mentioned the CLASS MEMBERS were hourly
11 employees, were non-exempt employees, and were and are subject
12 to the Industrial Welfare Commission's Wage Order No. 4-2001 (as
13 periodically amended) and Labor Code §§ 1197 and 1194.

14 79. From at least November 2010, Defendants willfully and
15 knowingly failed to pay the CLASS MEMBERS for their mandatory
16 "donning and doffing" prior to their scheduled shift, consisting
17 of a period of unpaid work of approximately 30 minutes daily.
18 California law, however, requires that employees of the company
19 be paid at least minimum wage for meetings and/or preparation
20 work included. Defendants also failed to compensate Class
21 Members for "clean up" time worked after their shifts.

22 80. Additionally, Defendants, at all times material hereto,
23 effectively paid Plaintiffs and the other CLASS MEMBERS less
24 than the minimum wage per hour worked.

25 81. As a direct and proximate result of Defendants' failure to
26 pay Plaintiffs and the other CLASS MEMBERS the minimum wage,
27 Plaintiffs and the other CLASS MEMBERS have been damaged in the
28 amount of unpaid minimum wages. Pursuant to Labor Code §§ 1194

1 and 1194.2, each CLASS MEMBER is entitled to recover the full
2 amount of unpaid minimum wages, liquidated damages in an equal
3 amount, interest and attorney's fees, all in a total amount
4 subject to proof at time of trial. In addition, insofar as the
5 failure of Defendants to pay the minimum wage was willful,
6 Plaintiffs and CLASS MEMBERS who no longer work for Defendants
7 are entitled to waiting time penalties pursuant to Labor Code §
8 200 et seq.

9 82. The aforementioned acts by DEFENDANTS were intentional,
10 with the intention on the part of the DEFENDANTS to deprive
11 Plaintiffs of their property and/or legal rights and causing
12 injury to Plaintiffs and CLASS MEMBERS. The aforementioned
13 conduct of DEFENDANTS, and each of them, was carried out by
14 their managing agents with authority to do so, was ratified by
15 the DEFENDANTS, and was despicable conduct that subjected the
16 Plaintiffs and/or CLASS MEMBERS to an unjust hardship in
17 conscious disregard of their rights so as to justify an award of
18 exemplary and punitive damages.

19
20 **NINTH CAUSE OF ACTION**

21 **[PRIVATE ATTORNEY GENERAL ACT - Cal. Labor Code § 2698 et seq.]**

22 **(AGAINST ALL DEFENDANTS)**

23 83. Plaintiffs hereby incorporate by reference all other
24 allegation contained in this Complaint as though fully set forth
25 herein.

26 84. Plaintiffs and Plaintiffs Class are aggrieved employees as
27 defined in Labor Code § 2699(a). Plaintiffs and Plaintiffs
28 Class brings this cause on behalf of themselves as affected by

1 the labor law violations alleged in this Complaint.

2 85. Defendants committed the following violations of the
3 California Labor Code against Plaintiffs and Plaintiffs Class,
4 and, on information and belief, against other current or former
5 employees while they were employed by Defendants:

6 a. Defendants violated Labor Code § 201 and 202 by
7 failing to pay Plaintiffs and Plaintiffs Class all
8 wages due on the date of the employee's involuntary
9 termination or within 72 hours of receipt of notice of
10 employee's voluntary termination.

11 b. Defendants violated Labor Code § 204 by failing pay
12 all wages due to Plaintiffs and Plaintiffs Class on a
13 weekly basis, in compliance with those provisions.

14 c. Defendants violated Labor Code § 226 by failing to
15 provide accurate itemized wage statements to
16 Plaintiffs and Plaintiffs Class.

17 d. Defendants violated Labor Code § 226.7 and provisions
18 of the Industrial Welfare Commission Wage Order 4-2001
19 by failing to provide mandatory meal periods and rest
20 periods.

21 e. Defendants violated Labor Code § 1182, et sq. and §
22 1198 and provisions of Industrial Welfare Commission
23 Wage Order 4-2001 by failing to pay Plaintiffs and
24 Plaintiffs Class all wages due for all hours worked,
25 and by failing to keep accurate information with
26 respect to hours worked, including the actual
27 beginning and ending of each work period and meal
28 period.

1 f. Defendants violated Labor Code § 510 by failing to
2 pay Plaintiffs and Plaintiffs Class for work over
3 eight (8) hours in a workday and forty (40) hours in a
4 workweek.

5 86. On December 18, 2014 Plaintiffs sent notice to Defendants
6 and the Labor and Workforce Development Agency ("LWDA"),
7 notifying them of the specific violations and the facts and
8 theories supporting those violations.

9 87. Pursuant to Labor Code § 2699(a), Plaintiffs and Plaintiffs
10 Class seek to recover civil penalties, as otherwise provided by
11 statute, for which Defendants are liable as a result of their
12 violations of the following Labor Code sections in an amount to
13 be proven at trial, for violations of Labor Code §§ 201, 202,
14 203 and 204, penalties pursuant to Labor Code § 210; for
15 violations Labor Code § 226 and provisions of the applicable
16 Industrial Wage Order, penalties pursuant to Labor Code § 226.3;
17 for violations Labor Code § 226.7, 558, and provisions of the
18 applicable Industrial Wage Order, penalties pursuant to Labor
19 Code § 558, including an amount sufficient to recover underpaid
20 wages due Plaintiffs and Plaintiffs Class; for violations Labor
21 Code §§ 1182, 1182.12, and 1198 and provisions of the applicable
22 Industrial Wage Order, penalties pursuant to Labor Code §
23 1197.1; all in amounts to be proven at trial.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

///
///
///

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs on behalf of themselves and all others similarly situated, pray for relief and judgment against DEFENDANTS as follows:

- A. An order that the action be certified as a class action;
- B. An order that Plaintiffs be certified as the representatives of the Class;
- C. An order that counsel for Plaintiffs and PLAINTIFF CLASS be confirmed as Class counsel;
- D. Damages for unpaid minimum and overtime wages;
- E. Liquidated damages;
- F. Statutory penalties under Labor Code § 226(e);
- G. Damages for unpaid wages earned prior to termination of employment;
- H. Damages for unpaid continuation wages owed for failing to pay all earned wages timely upon termination of employment;
- I. Restitution of all unpaid wages and other monies owed and belonging to Class members that Defendant unlawfully withheld from them and retained for itself
- J. Reasonable attorney's fees;

- 1 K. Costs of suit;
- 2 L. Interest;
- 3 M. Punitive Damages; and
- 4 N. Such other relief as the Court deems just and proper.

5 ///
6 ///

7 Respectfully submitted,

8 DATED: 12-18-2014

SROURIAN LAW FIRM
SOLOUKI & SAVOY, LLP

By: _____
DANIEL Z. SROURIAN
SHOHAM J. SOLOUKI
Attorneys for Plaintiffs
MARIET ALLAHUERDI and BRENDA ROBINETTE

10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

DEMAND FOR JURY TRIAL

Plaintiffs on behalf of themselves and other similarly situated Class Members hereby demand trial by jury on all issues so triable in this Complaint.

Respectfully submitted,

DATED: 12-18-2014

**SROURIAN LAW FIRM
SOLOUKI & SAVOY, LLP**

By: _____
DANIEL Z. SROURIAN
SHOHAM J. SOLOUKI
Attorneys for Plaintiffs
MARIET ALLAHUERDI and BRENDA ROBINETTE