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LABCORP EMPLOYER SERVICES,
INC. & LABCORP STAFFING
SOLUTIONS, INC.

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

SHANNON WILLIAMS, as an individual
and on behalf of all others similarly
situated,

Plaintiff,

v.

LABCORP EMPLOYER SERVICES,
INC., a Delaware corporation; LABCORP
STAFFING SOLUTIONS, INC., a
Delaware corporation; WELLNESS
CORPORATE SOLUTIONS, LLC, a
Maryland corporation; and DOES 4-10,

Defendant.

Case No. 2:20-cv-10146

**DEFENDANT LABCORP
EMPLOYER SERVICES, INC.'S
NOTICE OF REMOVAL TO
FEDERAL COURT PURSUANT TO
28 U.S.C. § 1332(d)—CLASS ACTION
FAIRNESS ACT**

1 **TO THE CLERK OF THE ABOVE-CAPTIONED COURT:**

2 **PLEASE TAKE NOTICE THAT** pursuant to 28 U.S.C. §§ 1332, 1441, 1446,
3 and 1453, Defendant LabCorp Employer Services, Inc. (“Defendant”), by and through
4 its attorneys, K&L Gates LLP, hereby removes to this Court the action entitled
5 *Shannon Williams v. LabCorp Employer Services, Inc. et al.*, Case No. 20STCV33583
6 (the “State Court Action”) from the Superior Court of the State of California, County
7 of Los Angeles, in which court the State Court Action was filed. In support of this
8 Notice of Removal, Defendant states as follows:

9 1. As set forth below, the case is properly removed to this Court under 28
10 U.S.C. § 1441 because the Court has jurisdiction over this action under the Class
11 Action Fairness Act, 28 U.S.C. § 1332(d), in that this matter is a civil action in which
12 the amount in controversy exceeds the sum of \$5,000,000 exclusive of costs and
13 interest, there are more than 100 members in the putative class, and is between citizens
14 of different states.

15 2. By filing this Notice of Removal, Defendant does not intend to waive, and
16 hereby reserves, any objection as to venue, the legal sufficiency of the claims alleged
17 in the Action and all other defenses. Defendant reserves the right to supplement and
18 amend this Notice of Removal.

19 **BACKGROUND**

20 3. On September 2, 2020, Plaintiff Shannon Williams (“Plaintiff”) filed the
21 State Court Action naming LabCorp Employer Services, Inc. (“LES”), LabCorp
22 Staffing Solutions, Inc., and Wellness Corporate Solutions, LLC as the only named
23 defendants.

24 4. Defendant LES was served in the State Court Action with a copy of the
25 Summons and Complaint by personal service on Defendant LES’s registered agent on
26 October 5, 2020. As such, service of the State Court Action was completed on
27 October 5, 2020, at the time of personal delivery. Cal. Code Civ. Proc. § 415.10; Fed.
28 R. Civ. Proc. 4(e)(2)(A).

1 5. Attached hereto as Exhibit A is a true and correct copy of the Summons
2 filed in the State Court Action. Attached hereto as Exhibit B is a true and correct copy
3 of the Complaint filed in the State Court Action. Attached hereto as Exhibit C is a true
4 and correct copy of the Civil Case Cover Sheet filed in the State Court Action.
5 Attached hereto as Exhibit D is a true and correct copy of the Notice of Case
6 Assignment filed in the State Court Action. Attached hereto as Exhibit E is a true and
7 correct copy of the Court Order Regarding Newly Filed Class Action and Certificate of
8 Mailing filed in the State Court Action. Attached hereto as Exhibit F is a true and
9 correct copy of the Certificate of Mailing of the Court Order Regarding Newly Filed
10 Class Action. Attached hereto as Exhibit G is a true and correct copy of the Initial
11 Status Conference Order (Complex Litigation Program) filed in the State Court Action.
12 Attached hereto as Exhibit H is a true and correct copy of the Proof of Service of
13 Summons and Complaint on Defendant LES. Attached hereto as Exhibit I is a true and
14 correct copy of the Proof of Service of Summons and Complaint on Defendant
15 LabCorp Staffing Solutions, Inc. Attached hereto as Exhibit J is a true and correct
16 copy of the Proof of Service of Summons and Complaint on Defendant Wellness
17 Corporate Solutions, LLC. Attached hereto as Exhibit K is a true and correct copy of
18 the First Amended Complaint filed on October 23, 2020. Attached hereto as Exhibit L
19 is a true and correct copy of the Notice of Service of Process of the First Amended
20 Complaint. These materials comprise “all process, pleadings, and orders served” upon
21 Defendant in the State Court Action. *See* 28 U.S.C. § 1446(a).

22 6. In accordance with the requirements of 28 U.S.C. § 1446(b), this Notice
23 of Removal is timely because it was filed within thirty (30) days of Defendant’s being
24 served with the Summons and Complaint (i.e., process) in this action. (*See* Ex. H
25 (Proof of Service) and ¶ 4 above.) The Summons and Complaint are the initial
26 pleadings setting forth the claim for relief on which this removal is based. (*See* Ex. A
27 (Summons), Ex. B (Compl.).)

28 7. Defendant is one of three named defendants in this action; however, a

1 minimal diversity class action may be removed “by any defendant without the consent
2 of all defendants.” 28 U.S.C. § 1453(b); *see, e.g., United Steel et al. v. Shell Oil Co.*,
3 549 F.3d 1204, 1208-1209 (9th Cir. 2008) (explaining that in minimal diversity cases,
4 other defendants cannot prevent or defeat removal of an entire action).

5 **BASIS FOR REMOVAL**

6 8. The Class Action Fairness Act of 2005 (“CAFA”) creates federal
7 jurisdiction over lawsuits in which “the matter in controversy exceeds the sum or value
8 of \$5,000,000, exclusive of interest and costs, and is a class action in which . . . any
9 member of a class of plaintiffs is a citizen of a State different from any defendant,” and
10 involves a putative class that consists of more than 100 members. 28 U.S.C.
11 §§ 1332(d)(2)(A) and (d)(5). Each of these three requirements is met.¹

12 **THE PUTATIVE CLASS EXCEEDS 100 MEMBERS**

13 9. According to the First Amended Complaint, the putative class is “[a]ll
14 non-exempt individuals who worked for LabCorp providing mobile health services in
15 California at any time during the period beginning February 5, 2019 through the date
16 of judgment in this action.”² (*See* Ex. K (FAC) ¶ 33.)

17
18 ¹ A notice of removal need only provide a “short and plain statement of the grounds
19 for removal.” 28 U.S.C. § 1446(a). Because § 1446 tracks Rule 8’s liberal pleading
20 standard, a notice of removal need only allege the grounds plausibly and need not be
21 supported by evidentiary submissions. *See Dart Cherokee Basin Operating Co., LLC*
22 *v. Owens*, 135 S. Ct. 547, 554 (2014) (“In sum, as specified in § 1446(a), a defendant’s
23 notice of removal need include only a plausible allegation that the amount in
24 controversy exceeds the jurisdictional threshold. Evidence establishing the amount is
25 required by § 1446(c)(2)(B) only when the plaintiff contests, or the court questions, the
26 defendant’s allegation.”); *Roa v. TS Staffing Servs., Inc.*, No. 2:14-CV-08424-ODW,
27 2015 WL 300413, at *2 (C.D. Cal. Jan. 22, 2015) (“The ‘short and plain statement’
28 language from § 1446(a) applies to the entire notice of removal, and therefore would
apply equally to all CAFA allegations and not just the amount-in-controversy
requirement.”).

² Defendant interprets the first definition of the class period—“from February 5, 2019
until judgment in this matter”—as a typographical error. (*See* Ex. K (FAC) ¶ 36.)
Plaintiff alleges a claim for Unfair Competition in violation of Business & Professions
Code §§ 17200 *et seq.* (*See* Ex. K (FAC) ¶¶ 80-83.) In connection with that claim,
Plaintiff seeks “[r]estitution of all amounts owed in unpaid wage compensation,
including for unpaid overtime wages, unpaid minimum wages, and unpaid premium
wages for meal and rest period violations . . . pursuant to California Business &
Professions Code § 17203.” (*See* Ex. K (FAC) at Prayer ¶ 8 (emphasis added).)

1 10. Defendant employed more than 3,864 non-exempt employees who
2 provided mobile health services in California during the putative class period—the
3 four years preceding the filing of the Complaint. As such, the size of the putative class
4 exceeds 100 persons.

5 **THE AMOUNT IN CONTROVERSY EXCEEDS \$5,000,000**

6 11. Although Defendant denies all liability alleged in the First Amended
7 Complaint if damages or restitution were awarded on Plaintiff’s claims, the aggregate
8 amount as to the putative class would exceed \$5,000,000.³

9 12. In her Original Complaint filed on September 2, 2020, Plaintiff alleged
10 nine causes of action on a class basis during the putative class period. The caption of
11 the Complaint stated that it is a “Class Action Complaint” and asserted the following
12 class claims:

- 13 (1) Minimum Wage Violations
- 14 (2) Failure to Pay Overtime Wages
- 15 (3) Meal Period Violations
- 16 (4) Rest Period Violations
- 17 (5) Unlawful Failure to Reimburse for Necessary Expenditures

18
19
20 Accordingly, the longest statute of limitations applicable to Plaintiff’s wage claims is
21 four years. *See* Bus. & Prof. Code § 17208. Plaintiff filed her Complaint on
22 September 2, 2020. (*See* Ex. A (Summons); Ex. B (Compl.)) Therefore, for purposes
23 of this Notice of Removal, Defendant alleges that the relevant time period is from
24 September 2, 2016 until judgment in this matter.

25 ³ In order to establish the amount in controversy requirement is met, Defendant does
26 not concede liability nor is it required to do so. *See Ibarra v. Manheim Investments,*
27 *Inc.*, 775 F.3d 1193, 1198 n.1 (9th Cir. 2015) (“Even when defendants have persuaded
28 a court upon a CAFA removal that the amount in controversy exceeds \$5 million, they
29 are still free to challenge the actual amount of damages in subsequent proceedings and
30 at trial. This is so because they are not stipulating to damages suffered, but only
31 estimating the damages that are in controversy.”); *Lewis v. Verizon Communications,*
32 *Inc.*, 627 F.3d 395, 400 (9th Cir. 2010) (“To establish the jurisdictional amount,
33 Verizon need not concede liability for the entire amount, which is what the district
34 court was in essence demanding by effectively asking Verizon to admit that at least \$5
35 million of the billings were ‘unauthorized’ within the meaning of the complaint.”).
36 Moreover, defenses do not affect the amount in controversy. *See St. Paul Mercury*
37 *Indem. Co. v. Red Cab Co.*, 303 U.S. 283, 295-96 (1938); *Riggins v. Riggins*, 415 F.2d
38 1259, 1261-62 (9th Cir. 1969).

1 (6) Itemized Wage Statement Violations

2 (7) Waiting Time Penalties

3 (8) Unfair Competition

4 (9) Declaratory Relief

5 (*See Ex. B (Compl.)*.)

6 13. On October 23, 2020, Plaintiff filed her First Amended Complaint
7 (“FAC”) adding a single cause of action, on behalf of herself and as a representative of
8 alleged aggrieved employees in the State of California, pursuant to California’s Private
9 Attorney’s General Act of 2004 (“PAGA”). (*See Ex. K (FAC) ¶¶ 91-97.*) Plaintiff
10 bases her PAGA claim on the same alleged predicate violations of the Labor Code that
11 form the basis of her putative class action, in addition to violations of Labor Code §§
12 210, 216, 225.5, 226(c), 226.3, 558, 1182.12, and 1174. (*See Ex. K (FAC) ¶ 97.*)

13 14. In connection with her claims, Plaintiff seeks several categories of
14 monetary relief, including, *inter alia*, (1) “unpaid minimum wages, unpaid overtime
15 and double-time wages, and unpaid premium wages for meal and rest period
16 violations,” (2) “liquidated damages pursuant to California Labor Code § 1194.2,” (3)
17 “penalties for inaccurate itemized wage statements pursuant to California Labor Code
18 § 226,” (4) “waiting time penalties as to those class members who have quit or been
19 discharged pursuant to California Labor Code § 203,” (5) “restitution of all amounts
20 owed in unpaid wage compensation, including for unpaid overtime wages, unpaid
21 minimum wages, and unpaid premium wages for meal and rest period violations . . .
22 pursuant to California Business & Professions Code § 17203,” and (6) “civil penalties
23 pursuant to Labor Code §§ 2699(f) and (g) for each aggrieved employee for each pay
24 period in which a violation occurred,” and (7) “reasonable attorney’s fees and costs as
25 provided by Labor Code §§ 218.5, 226, 1194 *et seq.*, and Code of Civil Procedure §
26 1021.5, and such other provisions as may be applicable.” (*See Ex. K (FAC), Prayer.*)

27 **Failure to Pay Meal and Rest Break Premiums**

28 15. With regard to Plaintiff’s claims for missed meal and rest periods,

1 Plaintiff alleges that (i) “Defendants have a policy or practice of failing to provide
2 Plaintiff and members of the Class with lawful meal periods” (*See* Ex. K (FAC) ¶ 59)
3 and (ii) “Defendants have a policy or practice of failing to authorize and permit
4 Plaintiff and class members to take the rest periods required” by California law (*See*
5 Ex. K (FAC) ¶ 65).

6 Pursuant to the applicable Industrial Welfare Commission (“IWC”) Wage Order
7 and California Labor Code § 226.7(b), each putative class member may recover one
8 hour of pay for each work day that the meal period was not provided and one hour of
9 pay for each work day that the rest period was not provided.

10 Plaintiff does not allege how many shifts the meal and rest periods were not
11 provided to Plaintiff and the other putative class members. (*See* Ex. K (FAC) ¶¶ 21-
12 25, 56-67.) Plaintiff also does not allege how many shifts qualified Plaintiff and other
13 putative class members for a meal and rest period. (*See* Ex. K (FAC) ¶¶ 21-25, 56-67.)
14 Plaintiff does, however, allege that she and the putative class members “frequently”
15 and “routinely” worked more than eight and twelve hours in a workdays or more than
16 forty hours in a workweek. (*See* Ex. K (FAC) ¶¶ 18, 53.) Based on these allegations,
17 Defendant alleges that each event resulted in more than five hours worked.

18 In light of Plaintiff’s allegations, and pursuant to the applicable case law,
19 Defendant is entitled to assume and allege, for purposes of this removal, a 50%
20 violation rate over the course of the four year statute of limitations period for
21 Plaintiff’s meal and rest break claims. *See Bridges v. Dealer’s Choice Truckaway*
22 *System, Inc.*, 2020 4937505, at *5 (C.D. Cal. Aug. 24, 2020) (finding 50% violation
23 rate reasonable for missed meal and rest periods based on “policy and practice”
24 allegations); *see also Elizarraz v. United Rentals, Inc.*, 2019 WL 1553664, at *3-4
25 (C.D. Cal. Apr. 9, 2019 (finding a 50% violation rate reasonable based on “pattern and
26 practice” allegations); *Marquez v. Toll Global Forwarding (USA), Inc.*, 2018 WL
27 3046965, at *3 (C.D. Cal. June 19, 2018 (accepting an alternately offered 50%
28 violation rate of meal break penalties based on language that the violations occurred

1 “often.”).

2 Defendant alleges that the average hourly rate for the putative class members
3 was approximately \$16.18 per hour from September 2, 2016 through December 31,
4 2016; \$17.00 per hour from January 1, 2017 through December 31, 2017; \$17.80 per
5 hour from January 1, 2018 through December 31, 2018; \$19.41 per hour from January
6 1, 2019 through December 31, 2019; and \$21.03 per hour from January 1, 2020
7 through November 4, 2020.

8 Defendant further alleges that the events worked by the putative class members
9 during the relevant time period is as follows: 9,688 events worked from September 2,
10 2016 through December 31, 2016; 29,064 events worked from January 1, 2017 through
11 December 31, 2017; 29,064 events worked from January 1, 2018 through December
12 31, 2018; 29,064 events worked from January 1, 2019 through December 31, 2019;
13 and 27,947 events worked from January 1, 2020 through November 4, 2020.⁴

14 The approximate calculation for the potential damages for Plaintiff’s missed
15 meal and rest period claims is, therefore, as follows:

16 Meal Periods:

17 9/2/16 - 12/31/16: 9,688 events worked \$16.18/event x 50% = \$78,375.92

18 1/1/17 - 12/31/17: 29,064 events worked x \$17.00/event x 50% = \$247,044.00

19 1/1/18 - 12/31/18: 29,064 events worked x \$17.80/event x 50% = \$258,669.60

20 1/1/19 - 12/31/19: 29,064 events worked x \$19.41/event x 50% = \$282,066.12

21 1/1/20 - 11/04/20: 27,947 events worked x \$21.03/event x 50% = \$293,862.71

22 Total =\$1,160,018.35

23
24
25 ⁴ Defendant was able to obtain an accurate count of the number of events worked by
26 the putative class members for the period beginning November 1, 2019 through the
27 present. Defendant requires additional time to tabulate the number of events worked
28 by putative class members from September 2, 2016 through October 31, 2019.
Accordingly, the number of events alleged for the 2017-2019 time periods have been
extrapolated based on the data available for the period beginning November 1, 2019
through the present. Defendant is informed and believes, and thereon alleges, that the
actual number of events worked for the 2017-2019 time periods is larger than what is
extrapolated here.

Rest Periods:

9/2/16 - 12/31/16: 9,688 events worked \$16.18/event x 50% = \$78,375.92

1/1/17 - 12/31/17: 29,064 events worked x \$17.00/event x 50% = \$247,044.00

1/1/18 - 12/31/18: 29,064 events worked x \$17.80/event x 50% = \$258,669.60

1/1/19 - 12/31/19: 29,064 events worked x \$19.41/event x 50% = \$282,066.12

1/1/20 - 11/04/20: 27,947 events worked x \$21.03/event x 50% = \$293,862.71

Total = \$1,160,018.35

The total alleged damages for Plaintiff's missed meal and rest period claims is, therefore, approximately **\$2,320,036.69**.

Failure to Pay Overtime Wages

16. With regard to Plaintiff's claim for failure to pay overtime compensation, Plaintiff alleges that Defendant "has uniform policies and practices that deprive its employees of the overtime compensation to which they are entitled under California law." (*See* Ex. K (FAC) ¶ 20.) Plaintiff alleges that [she] and members of the Class routinely worked more than eight and 12 hours in a workday, as well as more than 40 hours in a workweek, when including the time it took them to travel to and from the event locations and to perform work before and after their scheduled shifts." (*See* Ex. K (FAC) ¶ 53; *see also id.* at ¶ 18 (alleging Plaintiff "frequently worked" more than eight hours and twelve hours in a shift).)

Pursuant to the applicable Industrial Welfare Commission ("IWC") Wage Order and California Labor Code §§ 510 and 1198, each putative class member has a right to overtime compensation at one-and-one half times the regular hourly rate for hours worked in excess of eight hours in a day or forty hours in a week or for the first eight hours worked on the seventh day of work, as well as to overtime compensation at twice the regular hourly rate for hours worked in excess of twelve hours in a day or in excess of eight hours on the seventh day of work.

Plaintiff does not allege how many hours each putative class member worked in excess of eight hours or twelve hours in a day. (*See* Ex. K (FAC) ¶¶ 17-20, 50-55.)

1 Plaintiff does, however, allege that she and the putative class members “frequently”
2 and “routinely” worked more than eight and twelve hours in a workdays or more than
3 forty hours in a workweek. (*See Ex. K (FAC) ¶¶ 18, 53.*) Plaintiff further alleges that
4 Defendant “has uniform policies and practices that deprive its employees of the
5 overtime compensation to which they are entitled under California law.” (*See Ex. K*
6 *(FAC) ¶ 20.*)

7 Based on such allegations, and pursuant to the applicable case law, Defendant is
8 entitled to assume and allege, for purposes of this removal, a 60% violation rate over
9 the course of the four-year statute of limitations period. *See Hull v. Mars Petcare US,*
10 *Inc.*, 2018 WL 3583051, at *4 (C.D. Cal. July 25, 2018) (“Courts in this district
11 routinely find a 60% assumption reasonable where, as here, the alleged violations are
12 based on a standard policy.”); *see also Alvarez v. Office Depot, Inc.*, 2017 WL
13 5952181, at *3 (C.D. Cal. Nov. 30, 2017) (finding 60% violation rate reasonable where
14 complaint alleges a “uniform practice” of wage and hour violations); *Herrera v.*
15 *Carmax Auto Superstores California LLC*, 2014 WL 12586254, at *6 (C.D. Cal. June
16 12, 2014) (“The Complaint alleges that much of the overtime that Plaintiffs were
17 required to work occurred off the clock; accordingly, Defendant cannot be expected to
18 produce evidence of how often overtime violations may occur. Defendant must be
19 entitled to monetize this claim with a reasonable and conservative estimate.”);
20 *compare with Mejia v. DHL Express (USA) Inc.*, 2015 WL 2452755, at *4 (C.D. Cal.
21 May 21, 2015) (finding a 100% violation rate to be a reasonable assumption based on
22 allegations that Defendant “adopted and maintained uniform policies, practices and
23 procedures” that caused the purported violations of California’ wage and hour laws);
24 *Duberry v. J. Crew. Grp., Inc.*, 2015 WL 4575018, at *6 (C.D. Cal. July 28, 2015)
25 (finding that allegations of a “uniform policy” justified assuming a 100% violation
26 rate).

27 Based on this assumption, the approximate calculation of potential damages for
28 Plaintiff’s overtime compensation claims is as follows:

1 9/2/16 - 12/31/16: 9,688 events worked x \$24.27⁵/event x 60% = \$141,076.70

2 1/1/17 - 12/31/17: 29,064 events worked x \$25.50/event x 60% = \$444,679.20

3 1/1/18 - 12/31/18: 29,064 events worked x \$26.70/event x 60% = \$465,605.30

4 1/1/19 - 12/31/19: 29,064 events worked x \$29.115/event x 60% = \$507,719.02

5 1/1/20 - 11/04/20: 27,947 events worked x \$31.545/event x 60% = \$528,952.87

6 Total: \$2,088,033.09

7 The total alleged damages for Plaintiff's unpaid overtime claim is, therefore,
8 approximately **\$2,088,033.09**

9 **Failure to Pay Minimum Wages**

10 17. With regard to Plaintiff's claim for unpaid minimum wages, Plaintiff
11 alleges that Defendant failed to pay her and the putative class members at or above the
12 California minimum wage. (*See* Ex. K (FAC) ¶ 49.) Specifically, Plaintiff alleges that
13 Defendant required her and the putative class members to work off the clock by
14 expecting them to "check and respond to emails, view available shifts on [Defendant]'s
15 software system; communicate with [Defendant] about scheduling and work; and take
16 tutorials and tests on various health topics, but are not paid for any of this time." (*See*
17 Ex. K (FAC) ¶ 14.) Plaintiff also alleges that Defendants required her and other
18 putative class members "to drive to each job, located at the site of [Defendant]'s
19 clients, and then drive home, but does not compensate them for any of this drive time,
20 even though [Plaintiff] often drives hours roundtrip for a single shift." (*See* Ex. K
21 (FAC) ¶ 14.)

22 California Labor Code § 1194 provides that "any employee receiving less than
23 the legal minimum wage or the legal overtime compensation applicable to the
24 employee is entitled to recover in a civil action the unpaid balance of the full amount
25

26 ⁵ The dollar amounts used for this calculation equal one and a half times the
27 applicable average hourly rate for each time period: \$16.18 per hour from September
28 2, 2016 through December 31, 2016; \$17.00 per hour from January 1, 2017 through
December 31, 2017; \$17.80 per hour from January 1, 2018 through December 31,
2018; \$19.41 per hour from January 1, 2019 through December 31, 2019; \$21.03 per
hour from January 1, 2020 through November 4, 2020.

1 of this minimum wage or overtime compensation, including interest thereon[.]”

2 According to the State of California, Department of Industrial Relations, the
3 minimum wage for each year within the relevant time period is as follows: \$10.00 in
4 2016, \$10.50 in 2017, \$11.00 in 2018, \$12.00 in 2019, \$13.00 in 2020.

5 Plaintiff does not allege how many hours she and each putative class member
6 worked off the clock. (*See* Ex. K (FAC) ¶¶ 14-16, 45-49.) Plaintiff does, however,
7 allege that Defendant has “uniform policies and practices through its California
8 locations requiring its non-exempt employees to perform off-the-clock work.” (*See*
9 Ex. K (FAC) ¶ 16.) Plaintiff further alleges that neither she nor the putative class
10 members were paid for their time driving to and from each event that they worked.
11 (*See* Ex. K (FAC) ¶ 14.)

12 Based on such allegations, and pursuant to the applicable case law, Defendant is
13 entitled to assume and allege, for purposes of this removal, that Plaintiff and the
14 putative class members worked one hour per event without being paid the required
15 minimum wage. *See, e.g., Mejia*, 2015 WL 2452755, at *4; *Duberry*, 2015 WL
16 4575018, at *6.

17 The approximate calculation of potential damages for Plaintiff’s claim for
18 unpaid minimum wages is as follows:

19 9/2/16 - 12/31/16: 9,688 events worked x \$10.00/event = \$96,880.00

20 1/1/17 - 12/31/17: 29,064 events worked x \$10.50/event = \$305,172.00

21 1/1/18 - 12/31/18: 29,064 events worked x \$11.00/event = \$319,704.00

22 1/1/19 - 12/31/19: 29,064 events worked x \$12.00/event = \$348,768.00

23 1/1/20 - 11/04/20: 29,064 events worked x \$13.00/event = \$377,832.00

24 Total: \$ 1,448,356.00

25 The total alleged damages for Plaintiff’s unpaid minimum wage claim is,
26 therefore, approximately **\$1,448,356.00**.

27 **Liquidated Damages**

28 18. Plaintiff also seeks liquidated damages in connection with her claim

1 for unpaid minimum wages. (*See* Ex. K (FAC), ¶ 47, Prayer ¶ 5.)

2 Pursuant to California Labor Code § 1194.2(a), “an employee shall be
3 entitled to recover liquidated damages in an amount equal to the wages
4 unlawfully unpaid and interest thereon.”

5 Courts in this district routinely consider liquidated damages as part of the
6 amount in controversy for purposes of subject matter jurisdiction. *See, e.g.,*
7 *Graham v. IFCO Systems N.A., Inc.*, 2017 WL 1243498, at *8 (C.D. Cal. Mar. 3,
8 2017) (considering liquidated damages part of the amount in controversy); *see*
9 *also Lucas v. Michael Kors (USA), Inc.*, 2018 WL2146403, at *6 (C.D. Cal.
10 May 18, 2018) (same).

11 Thus, based on Plaintiff’s unpaid minimum wage claim, the total alleged
12 liquidated damages without including interest is approximately **\$1,448,356.00**.

13 **Aggregation of Claims**

14 19. Under CAFA, “the claims of all members of a putative class shall be
15 aggregated” to determine the amount in controversy. 28 U.S.C. §1332(d)(6). The total
16 alleged aggregated damages for Plaintiff’s claims for missed meal and rest periods
17 (\$2,320,036.69), unpaid overtime (\$2,088,033.09), unpaid minimum wages
18 (\$1,448,356.00) and liquidated damages (\$1,448,356.00) is approximately
19 **\$7,304,781.78**, which exceeds the \$5,000,000 jurisdictional minimum.

20 20. Given that Plaintiff seeks additional damages for, *inter alia*, pay stub
21 penalties, waiting time penalties, PAGA civil penalties, and attorney’s fees, and seeks
22 relief for herself and on behalf of the members of the putative class (which far exceeds
23 100) over the course of a four-year period, Defendant alleges that the “matter in
24 controversy exceeds the sum or value of \$5,000,000, exclusive of interest and costs,”
25 thereby satisfying the jurisdictional minimum.⁶ 28 U.S.C. §1332(d)(6).

26
27
28 ⁶ Defendant denies all liability and that Plaintiff (and any class member) is entitled to any relief.

1 **DIVERSITY OF CITIZENSHIP**

2 21. 28 U.S.C. §1332(d)(2)(A) requires that “any member of a class of
3 plaintiffs is a citizen of a State different from any defendant.”

4 22. Plaintiff alleges that she resides in Riverside County, California. (*See Ex.*
5 *K (FAC) ¶ 1.*) Upon information and belief, at the time of commencement of this
6 action in state court and at the time of filing of this removal petition, Plaintiff was and
7 still is a natural person and a citizen and resident of the State of California.⁷

8 23. Defendant LabCorp Employer Services, Inc. was incorporated under the
9 laws of Delaware. Defendant is a duly formed Delaware corporation in good standing
10 at the time the State Court Action was filed and at the time of the filing of this Notice.
11 Thus, LabCorp is a citizen of Delaware, based on its place of incorporation. (*See Ex. K*
12 *(FAC) ¶ 2.*)

13 24. Defendant LabCorp Employer Services, Inc.’s corporate headquarters and
14 principal place of business is in North Carolina. Defendant’s executives control and
15 coordinate the corporation’s activities from Defendant’s headquarters in Burlington,
16 North Carolina. Thus, Defendant is also a citizen of North Carolina based on its
17 principal place of business.

18 25. Because Plaintiff is a citizen of a different state than Defendant, the
19 minimal diversity requirement set forth in 28 U.S.C. § 1332(d)(2) is satisfied.

20 **REMOVAL PROCEDURES**

21 26. Removal is properly made to the United States District Court for the
22 Central District of California under 28 U.S.C. § 1441(a), because the Superior Court of
23 the State of California for the County of Los Angeles, where the State Court Action is
24 currently pending, is within the Central District of California.

25 _____
26
27 ⁷ A notice of removal may rely on “information and belief” to allege the citizenship of
28 the parties. *See Ehrman v. Cox Communications, Inc.*, 932 F.3d 1223, 1227 (9th Cir.
2019) (concluding that citizenship alleged “upon information and belief” is sufficient
to establish minimal diversity jurisdiction at pleading stage).

1 27. The United States District Court for the Central District of California has
2 jurisdiction over this case pursuant to the Class Action Fairness Act, 28 U.S.C.
3 § 1332(d), in that this matter is a civil action in which the amount in controversy
4 exceeds the sum of \$5,000,000 exclusive of costs and interest, has more than 100
5 members in the putative class, and is between citizens of different states.

6 **NOTICE OF REMOVAL HAS BEEN TIMELY FILED**

7 28. Defendant timely filed this Notice of Removal. As noted above,
8 Defendant was served with the Summons and Complaint via personal service on
9 October 5, 2020 (*See* Ex. H (Notice of Service of Process).) Pursuant to California
10 Code of Civil Procedure § 415.10 and Federal Rule of Civil Procedure 4(e)(2)(A),
11 service was deemed completed on October 5, 2020. Accordingly, Defendant has filed
12 this Notice of Removal within 30 days. 28 U.S.C. § 1453(b).

13 **NOTICE TO PLAINTIFF AND STATE COURT**

14 29. As required by 28 U.S.C. § 1446(d), written notice of this Notice of
15 Removal is being promptly served upon counsel for Plaintiff and a copy of this Notice
16 of Removal is being filed with the Clerk of the Superior Court of the State of
17 California for the County of Los Angeles.

18 **WHEREFORE**, Defendant respectfully requests the removal of the State Court
19 Action from the Superior Court of the State of California for the County of Los
20 Angeles, to the United States District Court for the Central District of California.

21
22
23 Dated: November 4, 2020

K&L GATES LLP

By: /s/ Kate G. Hummel

Christopher J. Kondon
Saman M. Rejali
Kate G. Hummel
Lucy C. Jackson
Attorneys for Defendants LabCorp
Employer Services, Inc., and LabCorp
Staffing Solutions, Inc.

EXHIBIT K

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9 Attorneys for Plaintiff Shannon Williams
and the Putative Class

FILED
Superior Court of California
County of Los Angeles

OCT 23 2020

Sherri R. Carter, Executive Officer/Clerk
By Amelia Flores Deputy

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 COUNTY OF LOS ANGELES
12 (UNLIMITED JURISDICTION)

13 SHANNON WILLIAMS, as an individual and on
behalf of all others similarly situated,

14 Plaintiff,

15 v.

16 LABCORP EMPLOYER SERVICES, INC., a
17 Delaware corporation; LABCORP STAFFING
18 SOLUTIONS, INC., a Delaware corporation;
WELLNESS CORPORATE SOLUTIONS, LLC,
19 a Maryland corporation; and DOES 4-10,

20 Defendants.

CASE NO. 20STCV33583

**FIRST AMENDED CLASS ACTION
COMPLAINT:**

- 21 (1) MINIMUM WAGE VIOLATIONS;
- 22 (2) FAILURE TO PAY OVERTIME WAGES;
- 23 (3) MEAL PERIOD VIOLATIONS;
- 24 (4) REST PERIOD VIOLATIONS;
- 25 (5) UNLAWFUL FAILURE TO
REIMBURSE FOR NECESSARY
EXPENDITURES;
- 26 (6) ITEMIZED WAGE STATEMENT
VIOLATIONS;
- 27 (7) WAITING TIME PENALTIES;
- 28 (8) UNFAIR COMPETITION;
- (9) DECLARATORY RELIEF;
- (10) PRIVATE ATTORNEYS GENERAL
ACT PENALTIES;

DEMAND FOR JURY TRIAL
Action Filed: 9/2/20
Trial Date: None set

FIRST AMENDED CLASS ACTION COMPLAINT, DEMAND FOR JURY TRIAL

10/27/2020

1 Plaintiff Shannon Williams (“Plaintiff”) on behalf of herself and all current and former similarly
2 situated employees brings this Class Action Complaint against Defendants LabCorp Employer Services,
3 Inc., LabCorp Staffing Solutions, Wellness Corporate Solutions, LLC, and Does 4-10 (collectively,
4 “LabCorp”), and on information and belief alleges as follows:

5 **PARTIES**

6 1. Plaintiff SHANNON WILLIAMS has been employed by LabCorp since approximately
7 April 2019 to the present. In her various roles at LabCorp, she provides mobile health services, including
8 temperature checks, flu shots, and health screenings, often in a “lead” role. Ms. Williams is over 18 years
9 of age and resides in Riverside County. At all relevant times, LabCorp was an employer.

10 2. Defendant LABCORP EMPLOYER SERVICES, INC., formerly operating as Wellness
11 Corporate Solutions, LLC, is and at all relevant times was a Delaware corporation doing business
12 throughout California, including the County of Los Angeles.

13 3. Defendant LABCORP STAFFING SOLUTIONS, INC. is and at all relevant times was
14 a Delaware corporation doing business throughout California, including the County of Los Angeles.

15 4. Defendant WELLNESS CORPORATE SOLUTIONS, LLC is and at all relevant times
16 was a Maryland corporation doing business throughout California, including the County of Los Angeles.

17 5. Plaintiff is informed and believes and based thereon alleges that LabCorp Employer
18 Services, Inc., LabCorp Staffing Solutions, Inc., and Wellness Corporate Solutions, LLC share common
19 ownership and common management. Further, Plaintiff is informed and believes and based thereon
20 alleges that LabCorp Employer Services, Inc., LabCorp Staffing Solutions, Inc., and Wellness Corporate
21 Solutions, LLC are a single employer for purposes of liability because of interrelation of operations,
22 common management, centralized control of labor relations, and common ownership or financial control.
23 Plaintiff is informed and believes and based thereon alleges that there is such a unity of interest and
24 ownership between LabCorp Employer Services, Inc., LabCorp Staffing Solutions, Inc., and Wellness
25 Corporate Solutions, LLC that their separate personalities no longer exist, and that an inequitable result
26 would follow if they were not all liable. Plaintiff is informed and believes and based thereon alleges that
27 LabCorp Employer Services, Inc., LabCorp Staffing Solutions, Inc., and Wellness Corporate Solutions,
28 LLC jointly employed Plaintiff and all similarly situated and similarly aggrieved persons.

1 11. Venue is proper in this judicial district pursuant to California Code of Civil Procedure
2 §§ 395(a) and 395.5, because the acts and omissions complained of herein occurred in the County of Los
3 Angeles, and Plaintiff and her similarly situated co-workers were employed by LabCorp within the
4 County of Los Angeles.

5 **GENERAL FACTUAL ALLEGATIONS**

6 12. Among LabCorp's offerings to its clients is an onsite health services and biometric
7 screening program. LabCorp goes to its customers' business locations, where it performs health
8 screenings to test body temperature, blood pressure, blood glucose, cholesterol, and body compositions,
9 administers flu shots, and provides health education.

10 13. Since April 2019, Ms. Williams has worked for LabCorp, providing mobile health
11 services, including temperature checks, flu shots, and health screenings, often in a "lead" role. She is
12 paid between \$18 and \$35 an hour for her work, depending on the type of shift she is working, and
13 occasionally receives bonuses offered to incentivize employees to accept specific shifts.

14 **Off-the-Clock Work**

15 14. LabCorp failed to pay Ms. Williams and similarly situated individuals for certain hours
16 that they were required to work off the clock. Ms. Williams and similarly situated employees are expected
17 to: check and respond to emails; view available shifts on LabCorp's software system; communicate with
18 LabCorp about scheduling and work; and take tutorials and tests on various health topics, but are not
19 paid for any of this time. In addition, LabCorp requires Ms. Williams and similarly situated employees
20 to drive to each job, located at the site of LabCorp's clients, and then drive home, but does not
21 compensate them for any of this drive time, even though Ms. Williams often drives hours roundtrip for
22 a single shift.

23 15. Further, Ms. Williams and similarly situated employees, when working as a lead or nurse,
24 are required to: review event specifics and staff information; correspond with event staff to confirm their
25 scheduling and attendance; print event-specific paperwork (including the list of scheduled appointments
26 for the event); for some events, receive and organize inventory at home prior to the event (such as
27 vaccines for flu shot events, and for screenings cholestech machines, power cords, tablets, hotspots, BMI
28 machines, stadiometers, scales, privacy screens, tablecloths, chux pads, boxes of glucose testing

1 cassettes, capillary tubes, gauze, alcohol pads, band-aids, batteries, pens, hand sanitizer, paper towels,
2 consent booklets, consent forms, gloves, measuring tape, clip boards, biohazard containers, blood
3 pressure machines), refrigerate certain items (for example flu vaccines); count the inventory, request
4 additional supplies if needed; prepare supplies for transport and load their vehicles with them to
5 transport them to the event. After events, they are required to: fill out paperwork; pack up
6 inventory/supplies; drive to a UPS location using their personal vehicles to drop off paperwork (such as
7 consent forms) and/or inventory within 12 hours of an event ending; and get a receipt from UPS, take a
8 photo of the receipt with the tracking number, and either email or text it to the Program Manager as
9 confirmation. Although LabCorp pays leads and nurses for an additional 30 minutes of work per shift, it
10 is not nearly enough to cover all of the time spent before and after events as described in this paragraph,
11 which on average takes closer to 1½ hours total per shift, if not more.

12 16. On information and belief, LabCorp has uniform policies and practices throughout its
13 California locations requiring its non-exempt employees to perform off-the-clock work.

14 **Overtime Violations**

15 17. Throughout Ms. Williams's employment, LabCorp has failed to pay her and her similarly
16 situated coworkers proper overtime pay.

17 18. Ms. Williams and her coworkers typically have shifts that start in the morning and run
18 until the event is finished. Ms. Williams has frequently worked shifts longer than eight hours, including
19 shifts in excess of twelve hours, when including the time it took her to travel to and from the event
20 location. However, LabCorp does not pay Ms. Williams and her similarly situated coworkers proper
21 overtime compensation because it does not compensate them for any of the time they spend traveling to
22 and from the event location.

23 19. Further, LabCorp frequently pays Ms. Williams and her similarly situated coworkers
24 bonuses to work on certain shifts, but does not include the bonus amounts in the "regular rate of pay"
25 when calculating the overtime premium rate. These bonuses are non-discretionary and LabCorp's failure
26 to include them in the regular rate of pay violates Labor Code § 510(a) and IWC Wage Order 4
27 § 3(A)(1)(a).

28 ///

1 premium wages for meal and rest period violations. However, LabCorp failed to furnish Ms. Williams
2 and similarly situated employees with compliant wage statements, in violation of Labor Code § 226.

3 **PAGA ALLEGATIONS**

4 33. Plaintiff is an “aggrieved employee” within the meaning of Labor Code § 2699(c), and as
5 an aggrieved employee is entitled to proceed under PAGA.

6 34. Pursuant to § 2699(c), “aggrieved employee” means any person who was employed by
7 the alleged violator and against whom one or more of the alleged violations was committed. Plaintiff was
8 employed by LabCorp, and has suffered one or more of the violations alleged herein.

9 35. Plaintiff is statutorily entitled to prosecute this matter to recover civil penalties as to any
10 and all Labor Code violations covered under PAGA, as to herself as well as all other aggrieved employees
11 in California.

12 **CLASS ALLEGATIONS**

13 36. Plaintiff brings this action on behalf of herself and all others similarly situated pursuant to
14 Code of Civil Procedure § 382. The Class that Plaintiff seeks to represent is composed of and defined as
15 follows: All non-exempt individuals who worked for LabCorp providing mobile health services in
16 California at any time during the period beginning February 5, 2019 through the date of judgment in this
17 action.

18 37. This action has been brought and may properly be maintained as a class action under Code
19 of Civil Procedure § 382 because the class is easily ascertainable and there is a well-defined community
20 of interest in the litigation.

21 38. Numerosity: The potential members of the Class as defined are so numerous that joinder
22 of all the members is impracticable. While the precise number of putative class members has not been
23 determined at this time, Plaintiff is informed and believes that LabCorp employs more than 100
24 individuals who provide mobile health services in California. Joinder of all members of the proposed
25 Class is therefore impracticable.

26 39. Commonality: There are questions of law and fact common to the Class that predominate
27 over any questions affecting only individual members of the Class. These common questions of law and
28 fact include, without limitation:

1 (a) Whether LabCorp uniform policies, including with respect to travel time and to
2 lead-related work, result in LabCorp suffering and permitting employees to perform work off the
3 clock for no compensation;

4 (b) Whether LabCorp's uniform policies, including with respect to travel time and to
5 lead-related work, result in LabCorp failing to pay premium wages to non-exempt employees
6 who work more than eight hours in a consecutive shift, violates California law, including Labor
7 Code §§ 510 and 1194;

8 (c) Whether LabCorp's meal period policies and/or practices complied with the
9 requirements of the Labor Code and Wage Order 4;

10 (d) Whether LabCorp's rest period policies and/or practices complied with the
11 requirements of the Labor Code and Wage Order 4;

12 (e) Whether LabCorp's reimbursement policy and/or practices complied with the
13 requirements of the Labor Code § 2802(a);

14 (f) Whether LabCorp furnished legally compliant wage statements to members of the
15 Class pursuant to Labor Code § 226; and

16 (g) Whether LabCorp engaged in unfair and unlawful business practices in violation
17 of Business & Professions Code § 17000, *et seq.*

18 40. Predominance of Common Questions: Common questions of law and fact predominate
19 over questions that affect only individual members of the Class. The common questions of law set forth
20 above are numerous and substantial and stem from LabCorp's policies and/or practices applicable to
21 each individual class member, such as their uniform policies and practices that deprive its employees of
22 the overtime compensation to which they are entitled under California law. As such, these common
23 questions predominate over individual questions concerning each individual class member's showing as
24 to his or her eligibility for recovery or as to the amount of his or her damages.

25 41. Typicality: The claims of Plaintiff are typical of the claims of the Class because Plaintiff
26 has been employed by LabCorp in California in various roles, including that of "lead," during the statutes
27 of limitation applicable to each cause of action pled in the Complaint in this action, and Plaintiff suffered
28 each of the legal violations alleged herein.

1 Defendants suffer or permit those employees to work.

2 47. California Labor Code § 1198 makes employment of an employee under conditions the
3 IWC prohibits unlawful. California Labor Code §§ 1194(a) and 1194.2(a) provide that an employer that
4 has failed to pay its employees the legal minimum wage is liable to pay those employees the unpaid
5 balance of the unpaid wages as well as liquidated damages in an amount equal to the wages unpaid and
6 interest thereon.

7 48. Defendants have failed to pay Plaintiff and members of the Class at or above the California
8 minimum wage for many hours they have worked, including but not limited to mandatory hours that
9 Defendants required employees to work but failed to provide any compensation for such work (i.e., “off
10 the clock” work).

11 49. As a direct and proximate result of Defendants’ unlawful conduct as alleged herein,
12 Plaintiff and members of the Class have sustained economic damages, including but not limited to unpaid
13 wages and lost interest, in an amount to be established at trial, and are entitled to recover economic and
14 statutory damages and penalties and other appropriate relief from Defendants’ violations of the
15 California Labor Code and IWC Wage Order 4.

16 **SECOND CAUSE OF ACTION**
17 **FAILURE TO PAY OVERTIME WAGES**
18 **(AGAINST ALL DEFENDANTS)**

19 50. Plaintiff, on behalf of herself and the Class, realleges and incorporates by reference all
20 previous paragraphs.

21 51. It is unlawful under California law for an employer to suffer or permit an employee to
22 work in excess of eight hours per workday or 40 hours per workweek without paying premium wages of
23 no less than one and one-half times the regular rate of pay under California Labor Code § 510 and IWC
24 Wage Order 4 § 3. Employees who work more than 12 hours per day are entitled to an overtime premium
25 of twice their regular rate of pay. *Id.*

26 52. California Labor Code § 1198 makes employment of an employee for longer hours than
27 the IWC sets or under conditions the IWC prohibits unlawful. California Labor Code §1194(a) entitles
28 an employee to recover in a civil action the unpaid balance of all overtime compensation due but not paid.

1 occurs and \$100 per employee for each violation in a subsequent pay period up to an aggregate penalty
2 of \$4,000.

3 76. California Labor Code §1198 makes employment of an employee under conditions the
4 IWC prohibits unlawful.

5 77. Defendants have knowingly and intentionally failed to furnish Plaintiff and other class
6 members with the information required by California Labor Code § 226(a) and IWC Wage Order 4
7 § 7(B).

8 **SEVENTH CAUSE OF ACTION**

9 **WAITING TIME PENALTIES**

10 **(AGAINST ALL DEFENDANTS)**

11 78. Plaintiff, on behalf of herself and members of the Class, realleges and incorporates by
12 reference all previous paragraphs.

13 79. California Labor Code § 201 requires an employer who discharges an employee to pay all
14 compensation due and owing to that employee immediately upon the employee's discharge from
15 employment. California Labor Code § 202 requires an employer promptly to pay all compensation due
16 and owing to an employee within 72 hours after that employee's employment terminates, including by
17 resignation. California Labor Code § 204 requires an employer to pay all wages due to its employees
18 when those wages are due. California Labor Code § 203 provides that if an employer willfully fails to pay
19 all compensation due promptly upon discharge or resignation, as required by §§ 201 and 202, the
20 employer shall be liable for waiting time penalties in the form of continued compensation for up to 30
21 work days.

22 80. By failing to compensate Plaintiff and members of the Class as required by California law,
23 as set forth above, Defendants have violated and continue to violate California Labor Code § 204, which
24 requires employers, including Defendants, to pay their employees their full wages when due.

25 81. By failing to compensate Plaintiff and members of the Class as required by California law,
26 as set forth above, Defendants have willfully failed to make timely payment of the full wages due to its
27 employees who quit or have been discharged, thereby violating California Labor Code §§ 201-02.

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1 unpaid wages owed to the class members, disgorgement of all profits that Defendants have enjoyed as a
2 result of their unfair and unlawful business practices, penalties, and injunctive relief.

3 **NINTH CAUSE OF ACTION**
4 **DECLARATORY RELIEF**
5 **(AGAINST ALL DEFENDANTS)**

6 87. Plaintiff, on behalf of herself and the members of the Class, realleges and incorporates by
7 reference all previous paragraphs.

8 88. Under Section 1060 of the Code of Civil Procedure, any person who “who desires a
9 declaration of his or her rights or duties with respect to another . . . may, in cases of actual controversy
10 relating to the legal rights and duties of the respective parties, bring an original action or cross-complaint
11 in the superior court for a declaration of his or her rights.”

12 89. Plaintiff desires a declaration that LabCorp’s policy and practice of failing to compensate
13 Plaintiff and putative class members for the time spent traveling to and from events violates California
14 law. There exists an actual controversy between Plaintiff and each Defendant relating to the rights and
15 duties of the parties under these laws.

16 90. Accordingly, Plaintiff brings this claim against each Defendant to obtain a declaratory
17 judgment establishing that Defendants’ policies and practices with respect to overtime, meal and rest
18 periods, and wage statements fail to provided Plaintiff and members of the Class with the overtime
19 compensation, minimum wages, meal and rest periods, and wage statements, respectively, to which they
20 are entitled, and that such policy or practices violates California law.

21 **TENTH CAUSE OF ACTION**
22 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT**
23 **(AGAINST ALL DEFENDANTS)**

24 91. Plaintiffs, on behalf of herself and members of the Class, realleges and incorporates by
25 reference all previous paragraphs.

26 92. PAGA provides that aggrieved employees may bring a civil action against an employer to
27 recover any civil penalties that could be recovered by the Labor and Workforce Development Agency
28 (“LWDA”) under the California Labor Code. The procedures for bringing a PAGA action are outlined

1 in Labor Code § 2699.3.

2 93. Pursuant to Labor Code § 2699.3, an aggrieved employee may commence a civil action
3 arising under Labor Code § 2699 after the following requirements have been met:

4 a. The aggrieved employee shall give written notice (“Notice”) to the LWDA and
5 the employer of the Labor Code provisions that the employer allegedly violated, including the
6 facts and theories to support the alleged violations.

7 b. The LWDA shall notify the employer and the aggrieved employee or
8 representative by certified mail that it does not intend to investigate the alleged violation within
9 60 calendar days of the postmark date of the notice received. Upon receipt of that notice or if no
10 notice is provided within 65 calendar days of the postmark date of the notice, the aggrieved
11 employee may commence a civil action.

12 94. Plaintiffs have satisfied these procedural prerequisites. On August 17, 2020, Plaintiffs
13 gave notice to the LWDA of Defendants’ violations as set forth in this Complaint, and of Plaintiffs’ intent
14 to file a PAGA action to recover penalties and underpaid wages.

15 95. This same notice was served upon AxleHire by certified mail on August 17, 2020.

16 96. The LWDA provided no Notice within 65 calendar days of the postmark date of the
17 Notice that it intended to investigate the alleged violation.

18 97. Plaintiffs have therefore satisfied the requirements of Labor Code § 2699.3 and may
19 recover civil penalties and underpaid wages for the violations of the following statutory sections:

- 20 • Overtime violations (Labor Code §§ 510, 558, 1194(a) and 1198).
- 21 • Off-the clock work (Labor Code §§ 204, 1182.12, 1194; 1194.2, 1197 and 1198).
- 22 • Meal period violations (Labor Code §§ 226.7, 512, 558 and 1198).
- 23 • Rest period violations (Labor Code §§ 226.7, 516, 558 and 1198).
- 24 • Waiting time violations (Labor Code §§ 201, 202, 203, and 216).
- 25 • Timely payment provisions (Labor Code §§ 204 and 210).
- 26 • Wage statement violations (Labor Code §§ 226(a), 226(c), 226.3, and 225.5).
- 27 • Inaccurate record-keeping (Labor Code §§ 1174, 1198 and Wage Order 4, § 7(A)(3)).
- 28 • Unreimbursed expenses (Labor Code § 2802).

PRAYER

WHEREFORE, Plaintiff prays for judgment for herself and for all others on whose behalf this suit is brought against Defendants, jointly and severally, as follows:

1. For an order certifying the proposed Class;
2. For an order appointing Plaintiff as representative of the Class;
3. For an order appointing Counsel for Plaintiff as Counsel for the Class;
4. For an award of damages in the amount of unpaid wage compensation, including for unpaid minimum wages, unpaid overtime and double-time wages, and unpaid premium wages for meal and rest period violations, and interest thereon, subject to proof at trial;
5. For liquidated damages pursuant to California Labor Code § 1194.2;
6. Penalties for inaccurate itemized wage statements pursuant to California Labor Code § 226, subject to proof at trial;
7. Waiting time penalties as to those class members who have quit or been discharged pursuant to California Labor Code § 203, subject to proof at trial;
8. Restitution of all amounts owed in unpaid wage compensation, including for unpaid overtime wages, unpaid minimum wages, and unpaid premium wages for meal and rest period violations, and interest thereon, in an amount according to proof at trial, pursuant to California Business & Professions Code § 17203;
9. A declaratory judgment that Defendants' policies and practices not to compensate Plaintiff and putative class members for the time spent traveling to and from events violate California law;
10. For civil penalties pursuant to Labor Code § 2699(f) and (g) for each aggrieved employee for each pay period in which a violation occurred.
11. Prejudgment and postjudgment interest on all due and unpaid wages pursuant to California Labor Code § 218.6 and Civil Code §§ 3287 and 3289;
12. On all causes of action, for reasonable attorneys' fees and costs as provided by Labor Code §§ 218.5, 226, 1194, 2699(g)(1), and Code of Civil Procedure § 1021.5, and such other provisions as may be applicable; and

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13. For such other and further relief the Court may deem just and proper.

DATED: October 22, 2020

Respectfully submitted,

TEUKOLSKY LAW, APC
MIZRAHI LAW, APC

By: Ramit Mizrahi
Lauren Teukolsky
Ramit Mizrahi
Attorneys for Plaintiff SHANNON WILLIAMS

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DEMAND FOR JURY TRIAL

Plaintiff and all class members hereby respectfully demand a jury trial on all claims and causes of action with respect to which they have such a right.

DATED: October 22, 2020

Respectfully submitted,

TEUKOLSKY LAW, APC
MIZRAHI LAW, APC

By: *Ramit Mizrahi*
 Lauren Teukolsky
 Ramit Mizrahi
Attorneys for Plaintiff SHANNON WILLIAMS

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ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [LabCorp Hit with Mobile Health Services Worker's Lawsuit Over Alleged Calif. Labor Code Violations](#)
