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SUPERIOR COURT FOR THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

CRAIG CLARK, on behalf of himself
and all others similarly situated,

Plaintiffs,

vs.

QUEST DIAGNOSTICS CLINICAL
LABORATORIES, INC., a New Jersey
Corporation and DOES 1 through 10,
inclusive,

Defendants.

CASE NO.

BC 5 9 4 0 2 2

CLASS ACTION COMPLAINT FOR:

1. FAILURE TO PAY MINIMUM WAGES
2. FAILURE TO PAY WAGES AT THE AGREED RATE
3. FAILURE TO PAY OVERTIME COMPENSATION
4. FAILURE TO PROVIDE MEAL PERIODS
5. FAILURE TO PROVIDE REST PERIODS
6. FAILURE TO PAY TIMELY WAGES UPON TERMINATION OF EMPLOYMENT
7. FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS
8. UNFAIR BUSINESS PRACTICES

DEMAND FOR JURY TRIAL

1 Plaintiff CRAIG CLARK, on behalf of himself and all others similarly situated, hereby files
2 this Complaint against defendant QUEST DIAGNOSTICS CLINICAL LABORATORIES, INC., a
3 New Jersey corporation (hereinafter "Quest" or Defendant") and Does 1 to 10 (hereinafter
4 collectively, "Defendants"). Plaintiff is informed and believes and on the basis of that information
5 and belief alleges as follows:

6 INTRODUCTION

7 1. This matter is brought as a class action pursuant to California Code of Civil
8 Procedure § 382, on behalf of Plaintiff and all others similarly situated to recover unpaid wages and
9 penalties for Defendants' violations of the California Labor Code and the California Unfair
10 Competition Law (Bus. & Prof. Code §§ 17200 *et seq.*).

11 2. This class action lawsuit challenges the Defendant's employment practices with
12 respect to its Route Service Representatives (and other similarly-titled employees) employed in the
13 State of California, based on Defendants' policy and practice of denying earned wages, including
14 overtime pay to these non-exempt employees. In particular, Defendants require their employees to
15 be present and perform work in excess of eight hours per day and/or forty hours per work week but
16 fails to pay them overtime accordingly, and further fails to pay for all straight time hours worked.
17 Also Defendants require such employees to perform work tasks during unpaid breaks fails to
18 provide meal and rest breaks, fails to timely compensate employees for all wages earned, and fails to
19 properly and accurately calculate overtime and report wages earned, hours worked, and wage rates.

20 3. In this case, Plaintiff, on behalf of himself and the putative class, seeks relief for
21 Defendants' unlawful employment policies, practices and procedures, which have resulted in the
22 failure of Defendant to pay Plaintiff and members of the putative class all wages due to them,
23 including, failing to pay minimum wages for all hours worked (Labor Code §§ 1182.12, 1194,
24 1194.2, 1197); failing to pay in accordance with the designated wage scale (Labor Code §§ 221,
25 223.); the duty to provide off-duty meal periods (Labor Code §§ 226.7, 512, 516); failing to pay for
26 overtime hours worked (Labor Code §§ 204, 223, 510, 1194, 1198); failing to provide rest periods
27 (Labor Code §§ 226.7, 512, 516); failing to timely furnish accurate, itemized wage statements
28 (Labor Code § 226.); failing to pay wages due on termination (Labor Code §§ 201-203.); and for

1 violations of the California Unfair Competition Law (Bus. & Prof. Code § 17200, *et seq.*).

2 4. In this action Plaintiff, on behalf of himself and the members of the putative class
3 seeks general, liquidated, and punitive damages; injunctive relief and restitution from Defendant.

4 5. The acts complained of herein have occurred, are presently occurring, and are
5 expected to continue occurring, within the time period from four (4) years preceding the filing of the
6 original Complaint herein, up to and through the time of trial for this matter (hereinafter, the
7 "Relevant Time Period").

8 **PARTIES**

9 ***Plaintiff Craig Clark***

10 6. Plaintiff Craig Clark is an individual over the age of eighteen (18) and is now and/or
11 at all relevant times mentioned in this Complaint was a resident and domiciliary of the State of
12 California. Throughout the Relevant Time Period, Mr. Clark worked for Defendants as a Route
13 Service Representative from Defendants' Hub in Los Angeles County, California.

14 ***Defendant Quest Diagnostics Clinical Laboratories, Inc.***

15 7. Plaintiff is informed and believes and based thereon alleges that Defendant Quest
16 Diagnostics Clinical Laboratories, Inc. is now and/or all times mentioned in this Complaint was a
17 New Jersey Corporation licensed to do business and actually doing business in the State of
18 California.

19 8. Plaintiff is informed and believes and based thereon alleges that Defendant is now
20 and/or at all times mentioned in this Complaint was the owner and operator of a business and/or with
21 numerous geographic locations within the State of California, including in Los Angeles County.
22 Among other things, Defendant provides services for the pick up, transportation and delivery of
23 laboratory specimens, supplies, reports, equipment and materials to the appropriate destinations.

24 9. Plaintiff is informed and believes and based thereon alleges that Defendant maintains
25 and operates a courier location in Van Nuys, California in the County of Los Angeles.

26 ***Defendants Does 1 through 10, Inclusive***

27 10. DOES 1 through 10 inclusive are now and/or at all times mentioned in this Complaint
28 were, licensed to do business and/or actually doing business in the State of California. Plaintiffs do

1 not know the true names or capacities, whether individual, partner, or corporate, of DOES 1 through
2 10, inclusive and for that reason, DOES 1 through 10 are sued under such fictitious names pursuant
3 to California Code of Civil Procedure, section 474. Plaintiff will seek leave of court to amend this
4 Complaint to allege such names and capacities as soon as they are ascertained. DOES 1 through 5
5 are believed to be business entities who were also co-employers of the Plaintiff and the putative class
6 herein.

7 ***All Defendants***

8 11. Plaintiff is informed and believes and based thereon alleges that at all times herein
9 mentioned, all Defendants, and each of them, were and are the agents, servants, employees, joint
10 venturers, and/or partners of each of the other Defendants, and were, at all such times, acting within
11 the course and scope of said employment and/or agency; furthermore, that each and every Defendant
12 herein, while acting as a high corporate officer, director and/or managing agent, principal and/or
13 employer, expressly directed, consented to, approved, affirmed and ratified each and every action
14 taken by the other co-Defendants, as herein alleged and was responsible in whole or in part for the
15 matters referred to herein.

16 12. Plaintiff is informed and believes and based thereon alleges that at all times herein
17 mentioned, all Defendants, and each of them, were and are the agents, servants, employees, joint
18 venturers, and/or partners of each of the other Defendants, and were, at all such times, acting within
19 the course and scope of said employment and/or agency; furthermore, that each and every Defendant
20 herein, while acting as a high corporate officer, director and/or managing agent, principal and/or
21 employer, expressly directed, consented to, approved, affirmed and ratified each and every action
22 taken by the other co-Defendants, as herein alleged and was responsible in whole or in part for the
23 matters referred to herein.

24 13. Plaintiff is informed and believes and based thereon alleges that at all times herein
25 mentioned, Defendants, and each of them, proximately caused Plaintiffs, all others similarly situated
26 and the general public to be subjected to the unlawful practices, wrongs, complaints, injuries and/or
27 damages alleged in this Complaint.

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1 14. Plaintiff is informed and believes and based thereon alleges that Defendants, and each
2 of them, are now and/or at all times mentioned in this Complaint were members of and/or engaged in
3 a joint venture, partnership and common enterprise, and were acting within the course and scope of,
4 and in pursuit of said joint venture, partnership and common enterprise and, as such were co-
5 employers of the Plaintiff and the putative class herein.

6 15. Plaintiff is informed and believes and based thereon alleges that Defendants, and each
7 of them, at all times mentioned in this Complaint, concurred with, contributed to, approved of, aided
8 and abetted, condoned and/or otherwise ratified, the various acts and omissions of each and every
9 one of the other Defendants in proximately causing the injuries and/or damages alleged in this
10 Complaint.

11 JURISDICTION AND VENUE

12 16. The California Superior Court has jurisdiction in the matter because the claims
13 exceed the jurisdictional minimum of this court and Plaintiffs and Defendants are both residents of
14 the State of California. Further, the issues herein are based on California Statutes and law including
15 the California Labor Code and the California Unfair Competition Law.

16 17. Venue is proper in the County of Los Angeles because Defendant transacts
17 substantial business in this County, Plaintiff's claims arose in this County and because Defendant
18 maintains and operates a courier hub location in Van Nuys, California in the County of Los Angeles.

19 FACTUAL ALLEGATIONS

20 *Background*

21 18. According to Defendants' 10-k filed with the Securities and Exchange Commission
22 for 2014, Quest Diagnostics Incorporated is the world's leading provider of diagnostic testing
23 information services, which during 2014 generated \$7.4 billion and processed approximately 156
24 test requisitions.

25 19. Plaintiff and the other members of the putative class worked for Defendants as a
26 Route Service Representative (and in other similarly-titled positions) (hereinafter, "RSRs") and were
27 classified by defendants as non-exempt.

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1 20. The primary work duties of RSRs include, among others, the pick up, transportation
2 and delivery of specimens, supplies, reports, equipment and materials to the appropriate destinations.

3 21. Additional job duties include, but are not limited to, operating company vehicles;
4 maintaining a driver's license and clean driving record; ensuring that routes are started with the
5 proper equipment and tools such as a scanner, paper logs, carry bag, properly prepared coolers, dry
6 ice, a cell phone, keys, door hangers and observation reports; following the schedule and sequence of
7 the route while allowing for will-call stops and special pick-ups; maintaining specimen integrity,
8 including the utilization of specimen carry bag to transport specimens from client office/lock box to
9 vehicle by temperature; following all scan/documentation requirements including but not limited to
10 tissue/irreplaceable and frozen tracking processes; and placing door hangers for will-call clients with
11 no specimens out and for clients who regularly provide specimens.

12 22. RSRs are also responsible for compliance with all of Defendants' standardized
13 policies, procedures and practices including, but not limited to, timekeeping, attendance and
14 punctuality, vehicle safety and cleanliness, safety and OSHA requirements, handheld /scanning
15 device and usage, proper handling and storage of all samples from the client office to the drop off
16 point, proper packing of specimens for shipment, end of day vehicle checks, dress code, and code of
17 conduct.

18 ***Defendants' Failure to Pay Minimum Wages and Designated Rates***

19 23. IWC Wage Order, number 4 defines "hours worked" to mean "the time during which
20 an employee is subject to the control of an employer, and includes all the time the employee is
21 suffered or permitted to work, whether or not required to do so."

22 24. Labor Code section 1182.12 and IWC Wage Order, number 4, section 4 formerly
23 provided that on and after January 1, 2008, the minimum wage shall be not less than eight dollars
24 (\$8.00) per hour.

25 25. Labor Code section 1182.12 and IWC Wage Order, number 4, section 4 provide that
26 on and after July 1, 2014, the minimum wage for all industries shall be not less than nine dollars (\$9)
27 per hour, and on and after January 1, 2016, the minimum wage for all industries shall be not less
28 than ten dollars (\$10) per hour.

1 26. Labor Code section 1194(a) provides in relevant part: "Notwithstanding any
2 agreement to work for a lesser wage, any employee receiving less than the legal minimum wage [] is
3 entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage [],
4 including interest thereon, reasonable attorney's fees, and costs of suit."

5 27. Labor Code section 1194.2(a) provides in relevant part: "In any action under Section
6 1193.6 or Section 1194 to recover wages because of the payment of a wage less than the minimum
7 wage fixed by an order of the commission, an employee shall be entitled to recover liquidated
8 damages in an amount equal to the wages unlawfully unpaid and interest thereon."

9 28. Labor Code section 1197 provides: "The minimum wage for employees fixed by the
10 commission is the minimum wage to be paid to employees, and the payment of a less wage than the
11 minimum so fixed is unlawful."

12 29. RSRs are paid on an hourly-basis for their time spent picking up and transporting
13 specimens and other items to the appropriate destinations. Hours worked include, but are not limited
14 to, all hours that an employee is permitted or suffered to work including, but not limited to, off-the-
15 clock work that an employer either knew or should have known that an employee was performing.

16 30. As a matter of policy and/or practice, Defendants routinely suffered or permitted their
17 RSRs to work portions of the day during which they were subject to Defendants' control, but
18 Defendants failed to compensate them.

19 31. Throughout the Relevant Time Period, Defendants routinely required their RSRs,
20 including Plaintiff and the members of the putative class, to clock out while performing certain work
21 tasks, including but not limited to, filling out incident reports and cleaning vehicles.

22 32. Plaintiff and the other members of the putative class worked for Defendants as RSRs.
23 Throughout the Relevant Time Period Plaintiff, and the other members of the putative class, were
24 subject to Defendants' uniform policy and/or practice of failing to pay at least minimum wages
25 and/or designated rates for all hours worked. As a result, Plaintiff and the other members of the
26 putative class were routinely denied compensation for all hours worked, including but not limited to,
27 time spent filling out incident reports, attending meetings and cleaning Defendants' vehicles.

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1 33. Additionally, Defendants did not maintain adequate records of all wages earned,
2 hours worked, and meal and rest breaks taken.

3 ***Defendants' Failure to Pay Overtime Compensation***

4 34. Labor Code Section 1194 provides that an employee receiving less than the legal
5 overtime compensation is entitled to recover in a civil action the unpaid balance of the full amount
6 of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's
7 fees, and costs of suit.

8 35. Labor Code Section 510(a) states: "Any work in excess of eight hours in one workday
9 and any work in excess of 40 hours in any one workweek and the first eight hours worked on the
10 seventh day of work in any one workweek shall be compensated at the rate of no less than one and
11 one-half times the regular rate of pay for an employee." Labor Code Section 510(a) further states:
12 "Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice
13 the regular rate of pay for an employee." Labor Code Section 510(a) further states: "[A]ny work in
14 excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less
15 than twice the regular rate of pay of an employee."

16 36. Throughout the Relevant Time Period, Wage Order No. 4-2001 provided for payment
17 of overtime wages equal to one and one-half (1 1/2) times an employee's regular rate of pay for all
18 hours worked over eight (8) hours per day and/or forty (40) hours in a workweek, and/or for
19 payment of overtime wages equal to double the employee's regular rate of pay for all hours worked
20 in excess of twelve (12) hours in any workday and/or for all hours worked in excess of eight (8)
21 hours on the seventh (7th) day of work in any one workweek.

22 37. Plaintiff and the other members of the putative class were classified as non-exempt by
23 Defendants and were therefore entitled to overtime compensation for all hours worked in excess of
24 the hours and time specified in the Wage Order, statutes and regulations identified herein.

25 38. As a matter of policy and/or practice, Plaintiff and the members of the putative class
26 were frequently required to performed work before and after their scheduled shift as well as during
27 meal and rest breaks. Such work includes but is not limited to filling out incident reports and
28 cleaning Defendants' vehicles and was not recorded at the instruction of management.

1 39. Accordingly, Defendants failed to properly record the actual hours worked by
2 Plaintiff and members of the putative class, and thus failed to pay overtime wages for the actual
3 amount of overtime hours worked.

4 40. Additionally, Defendants improperly calculated the amount of overtime wages owing,
5 and thus failed to pay Plaintiff and members of the putative class all overtime wages due.

6 ***Defendants' Failure to Provide Meal Breaks***

7 41. Plaintiffs and the members of the class did not waive their meal periods, by mutual
8 consent with Defendants or otherwise. Plaintiff and the members of the putative class did not enter
9 into any written agreement with Defendants agreeing to an on-the-job paid meal period.
10 Nevertheless, Defendants implemented a uniform policy and procedure in which Plaintiff and
11 members of the Classes were not provided required duty-free meal periods.

12 42. Plaintiff is informed and believes and based thereon alleges that Defendants failed to
13 effectively communicate California meal period requirements to their RSRs including Plaintiff and
14 the members of the putative class.

15 43. Plaintiff is further informed and believes and based thereon alleges that as a matter of
16 policy and/or practice, Defendants' routinely failed to provide their RSRs, including Plaintiff and the
17 members of the putative class, with meal periods during which they were relieved of all duties by
18 requiring them to remain on call with their cell phone on and/or with their vehicles during meal
19 periods.

20 44. Specifically, throughout the Relevant Time Period, Defendants regularly:

- 21 a. Failed to provide Plaintiff and the members of the putative class with a first meal
22 period of not less than thirty (30) minutes during which they are relieved of all
23 duty before working more than five (5) hours;
- 24 b. Failed to provide Plaintiff and the members of the putative class with a second
25 meal period of not less than thirty (30) minutes during which they are relieved of
26 all duty before working more than ten (10) hours per day; and

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- c. Failed to pay Plaintiff and the members of the putative class one hour of pay at their regular rate of compensation for each workday that a meal period was not provided; and
- d. Failed to accurately record all meal periods.

Defendants' Failure to Provide Rest Breaks

45. At all times relevant hereto, Labor Code section 226.7 and IWC Wage Order, number 9, section 12 required employers to authorize, permit, and provide a ten (10) minute paid rest for each four (4) hours of work, during which employees are relieved of all duty.

46. At all times relevant hereto, Labor Code Section 226.7(b) and IWC Wage Order, number 9, section 12 required employers to pay one hour of additional pay at the regular rate of compensation for each employee and each workday that a proper rest period is not provided.

47. Plaintiff is informed and believes and based thereon alleges that Defendants failed to effectively communicate California rest period requirements to their RSRs including Plaintiff and the members of the putative class. Plaintiff is further informed and believes and based thereon alleges that throughout the Relevant Time Period Defendants failed to schedule rest periods.

48. Throughout the Relevant Time Period, Plaintiff and the members of the putative class were routinely denied the rest breaks they were entitled to under California law.

49. Specifically, throughout the Relevant Time Period, Defendants regularly:

- a. Failed to provide paid rest periods of ten (10) minutes during which Plaintiff and the members of the putative class were relieved of all duty for each four (4) hours of work;
- b. Failed to compensate Plaintiff and the members of the putative class for break time when breaks were taken; and
- c. Failed to pay Plaintiff and the members of the putative class one (1) hour of pay at their regular rate of compensation for each workday that a rest period was not permitted.

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1 ***Defendants' Failure to Pay All Wages Due at Termination of Employment***

2 50. At all times relevant hereto, Labor Code § 201 required an employer that discharges
3 an employee to pay compensation due and owing to said employee immediately upon discharge.
4 Labor Code Sections 202 requires an employer to pay an employee who quits any compensation due
5 and owing to said employee within seventy-two (72) hours of an employee's resignation. Labor
6 Code Section 203 provides that if an employer willfully fails to pay compensation promptly upon
7 discharge or resignation, as required under Sections 201 and 202, then the employer is liable for
8 waiting time penalties in the form of continued compensation for up to thirty (30) work days.

9 51. Defendants willfully and knowingly failed to pay Plaintiff and the members of the
10 putative class, upon termination of employment, all accrued compensation including payment of
11 minimum wage compensation, missed meal and rest periods compensation and for time spent
12 performing work off the clock at defendants' direction.

13 ***Defendants' Failure to Provide Accurate, Itemized Wage Statements***

14 52. At all times relevant hereto, Labor Code section 226 and IWC Wage Order, number
15 9, section 7 required employers to maintain adequate employment records and provide employees
16 with accurate itemized wage statements showing gross wages, total hours worked, all applicable
17 hourly rates worked during each pay period, the corresponding number of hours worked at each
18 hourly rate, and meal breaks taken.

19 53. Wage statements provided to Plaintiff and the members of the putative class by
20 Defendants do not show all wages earned, all hours worked, or all applicable rates, in violation of
21 the Labor Code section 226, IWC Wage Order number 4, section 7, and the UCL.

22 54. Moreover, Defendants did not maintain adequate records of all wages earned, hours
23 worked and breaks taken.

24 ***Facts Regarding Willfulness***

25 55. Plaintiff is informed and believes and based thereon alleges that Defendants are and
26 were advised by skilled lawyers, other professionals, employees with human resources background
27 and advisors with knowledge of the requirements of California and federal wage and hour laws.

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1 56. Plaintiff is informed and believe and based thereon alleges that at all relevant times,
2 Defendants had a consistent policy or practice of failing to compensate the putative class members,
3 including Plaintiff, for all hours worked, including overtime.

4 57. Plaintiff is informed and believes and based thereon alleges that at all relevant times,
5 Defendants knew or should have known, that the putative class members, including Plaintiff, were
6 entitled to receive duty-free meal periods within the first five (5) hours of any shift of six (6) or more
7 hours worked, and that any failure to do so requires Defendants to pay Plaintiff and the members of
8 the putative class one (1) hour of wages per day for untimely, missed, or on-duty meal periods.

9 58. Plaintiff is informed and believes and based thereon alleges that at all relevant times,
10 Defendants knew or should have known, that the putative class members, including Plaintiff, were
11 and are entitled to one (1) ten (10) minute rest break for each shift of four (4) hours or more, and that
12 any failure to allow said breaks requires Defendants to pay the putative class members, including
13 Plaintiff, one (1) hour of wages per day for missed or on-duty rest breaks.

14 CLASS ALLEGATIONS

15 59. Plaintiff incorporates by reference the allegations set forth above.

16 60. Plaintiff brings this action as a class action California Code of Civil Procedure § 382
17 on behalf of himself and all others similarly situated. The class which Plaintiff seeks to represent is
18 composed of and defines as follows:

- 19 a. Plaintiff Class: All of Defendants' California-based Route Service Representatives
20 (and/or similarly titled employees) who worked for Defendants during the Relevant
21 Time Period.
- 22 b. Former Employee Sub-Class: All members of the Plaintiff Class who are no longer
23 employed by Defendants herein.

24 61. Numerosity: Plaintiff is informed and believes and based thereon alleges that class
25 includes more than 40 individuals and is therefore so numerous that the individual joinder of all
26 members is impracticable. While the exact number and identification of class members are
27 unknown to Plaintiffs at this time and can only be ascertained through appropriate discovery directed
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1 to Defendants, Plaintiff is informed and believes that the class includes at least hundreds of
2 members.

3 62. Questions of Law and Fact Common to the Class: Plaintiff is informed and believes
4 and based thereon alleges that common questions of law and fact exist as to all members of the class
5 which predominate over any questions affecting only individual members of the class. These
6 common legal and factual questions, which do not vary from class member to class member, and
7 which may be determined without reference to the individual circumstances of any class member,
8 include, but are not limited to, the following:

- 9 a. whether Plaintiff and the members of the proposed class are subject to and entitled to
10 the benefits of California wage and hour statutes;
- 11 b. whether Defendants required, encouraged, suffered, or permitted Plaintiff and the
12 members of the proposed class to perform certain work-related duties without
13 compensation equal to at least the California minimum wage;
- 14 c. whether Defendants required, encouraged, suffered, or permitted Plaintiff and the
15 members of the proposed class to perform certain work-related duties without
16 compensation at the designated rate;
- 17 d. whether Plaintiff and the members of the proposed class are entitled to overtime
18 compensation;
- 19 e. whether Defendants failed to pay overtime compensation to Plaintiff and the
20 members of the proposed class;
- 21 f. whether Plaintiff and the members of the proposed class are entitled to meal and rest
22 periods;
- 23 g. whether Defendants had a policy and practice of failing to provide, and/or
24 compensate Plaintiff and the members of the proposed class for meal and rest breaks;
- 25 h. whether Defendants' policy and practice of not providing, and/or compensating
26 Plaintiff and the members of the proposed class for meal and rest breaks violated
27 California wage and hour law;

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- i. whether Defendants unlawfully and/or willfully failed to provide Plaintiff and the members of the proposed class with true and proper wage statements upon payment of wages, in violation of Labor Code section 226;
- j. whether Defendants unlawfully and/or willfully failed to promptly pay compensation owing to Plaintiff and the members of the proposed Former Employee Sub-class upon termination of their employment, in violation of Labor Code sections 201-203;
- k. whether plaintiffs and members of the proposed class sustained damages, and if so, the proper measure of such damages, as well as interest, penalties, costs, attorneys' fees, and equitable relief; and
- l. whether Defendants' conduct as alleged herein violates the Unfair Business Practices Act of California, Bus. & Prof. Code § 17200, *et seq.*

63. Typicality: Plaintiff is informed and believes and based thereon alleges that the claims of the named Plaintiff are typical of the claims of the members of the proposed class. Plaintiff and other class members sustained losses, injuries and damages arising from Defendants' common policies, practices, procedures, protocols, routines, and rules which were applied to other class members as well as plaintiff. Plaintiff seeks recovery for the same type of losses, injuries, and damages as were suffered by other members of the proposed class.

64. Adequacy of Representation: Plaintiff is informed and believes and based thereon alleges that Plaintiff is an adequate representative of the class because he is a member of the class and his interests do not conflict with the interests of the members he seeks to represent. Plaintiff has retained competent counsel, experienced in the prosecution of complex class actions, and together Plaintiff and his counsel intend to prosecute this action vigorously for the benefit of the class. The interests of the class members will fairly and adequately be protected by Plaintiff and his attorneys.

65. Superiority: Plaintiff is informed and believes and based thereon alleges that class action is superior to other available methods for the fair and efficient adjudication of this litigation since individual litigation of the claims of all class members is impracticable. It would be unduly burdensome to the courts if these matters were to proceed on an individual basis, because this would potentially result in hundreds of individual, repetitive lawsuits. Individual litigation presents the

1 potential for inconsistent or contradictory judgments, and the prospect of a “race to the courthouse,”
2 and an inequitable allocation of recovery among those with equally meritorious claims. By contrast,
3 the class action device presents far fewer management difficulties and provides the benefit of a
4 single adjudication, economics of scale, and comprehensive supervision by a single court.

5 66. The various claims asserted in this action are additionally or alternatively certifiable
6 under the provisions of the California Code of Civil Procedure Section 382 because:

- 7 a. The prosecution of separate actions by hundreds of individual class members would
8 create a risk of varying adjudications with respect to individual class members, thus
9 establishing incompatible standards of conduct for Defendants, and
10 b. The prosecution of separate actions by individual class members would also create
11 the risk of adjudications with respect to them that, as a practical matter, would be
12 dispositive of the interest of the other class members who are not a party to such
13 adjudications and would substantially impair or impede the ability of such non-party
14 class members to protect their interests.

15 **FIRST CAUSE OF ACTION**

16 **FAILURE TO PAY MINIMUM WAGES FOR ALL HOURS WORKED**

17 **(On Behalf of Plaintiff and the Putative Class Against All Defendants)**

18 67. Plaintiff incorporates by reference the allegations set forth above.

19 68. Labor Code Section 1194 provides that an employee receiving less than the legal
20 minimum wage is entitled to recover in a civil action the unpaid balance of the full amount of this
21 minimum wage or overtime compensation, including interest thereon, reasonable attorney’s fees, and
22 costs of suit.

23 69. Pursuant to Labor Code Section 1197, payment of less than the minimum wage fixed
24 by the Labor Commission is unlawful.

25 70. Wage Order No. 4-2001 states, “(A) Every employer shall pay to each employee
26 wages not less than nine dollars (\$9.00) per hour for all hours worked, effective July 1, 2014, and not
27 less than ten dollars (\$10.00) per hour for all hours worked, effective January 1, 2016, except:
28 LEARNERS. Employees during their first 160 hours of employment in occupations, in which they

1 have no previous similar or related experience, may be paid not less than 85 percent of the minimum
2 wage rounded to the nearest nickel. (B) Every employer shall pay to each employee, on the
3 established payday for the period involved, not less than the applicable minimum wage for all hours
4 worked in the payroll period, whether the remuneration is measured by time, piece, commission, or
5 otherwise.”

6 71. Pursuant to Labor Code Section 1198, it is unlawful to employ persons for longer
7 than the hours set by the Industrial Welfare Commission, or under conditions prohibited by the
8 applicable Wage Orders, including but not limited to, failing to keep records of and failing to
9 correctly report hours worked.

10 72. Labor Code Section 1174 requires that every person employing labor in this state
11 shall keep (1) a record showing the names and addresses of all employees employed and the ages of
12 all minors; (2) at a central location in the state or at the plants or establishments at which employees
13 are employed, payroll records showing the hours worked daily by and the wages paid to, and the
14 number of piece-rate units earned by and any applicable piece rate paid to, employees employed at
15 the respective plants or establishments; (3) such records in accordance with rules established for this
16 purpose by the commission, but in any case, on file for not less than three years. This statute also
17 prevents an employer from prohibiting an employee from maintaining a personal record of hours
18 worked, or, if paid on a piece-rate basis, piece-rate units earned. Defendants have willfully failed to
19 keep the records required by Section 1174.

20 73. Throughout the Relevant Time Period, Defendants’ hourly compensation scheme
21 purported to compensate Plaintiff and the other members of the putative classes for all hours worked.
22 In reality, Defendants suffered or permitted Plaintiff and the other members of the putative classes to
23 work portions of their day without compensation, while subject to Defendants’ control, which
24 resulted in the Plaintiff and the members of the putative class earning less than the legal minimum
25 wage in the State of California.

26 74. At all times relevant hereto, Defendants have willfully failed to keep the records
27 required by Section 1174. By failing to maintain adequate time records as required by Labor Code
28 section 1174(d) and IWC Wage Order, number 9, section 7(A), Defendants have made it difficult to

1 calculate the minimum wage compensation due Plaintiffs and the other members of the putative
2 classes.

3 75. Defendants owe Plaintiff, and the other members of the putative classes, minimum
4 wages and liquidated damages pursuant to Labor Code sections 1182.12, 1194, 1194.2 and 1197,
5 IWC Wage Order, number 9, section 4 due in amounts to be determined at trial during the three (3)
6 years prior to the filing of the initial Complaint in this action.

7 76. Plaintiff and the other members of the putative classes request payment of unpaid
8 minimum wages due in amounts to be determined at trial, interest, attorneys' fees and costs, against
9 Defendants in a sum as provided by the Labor Code and/or other statutes.

10 77. Plaintiff and the members of the putative class also request relief as described below.

11 **SECOND CAUSE OF ACTION**

12 **FAILURE TO PAY WAGES AT THE AGREED RATE**

13 **(On Behalf of Plaintiff and the Putative Class Against All Defendants)**

14 78. Plaintiff incorporates by reference the allegations set forth above.

15 79. Labor Code Section 223 provides, "Where any statute or contract requires an
16 employer to maintain the designated wage scale, it shall be unlawful to secretly pay a lower wage
17 while purporting to pay the wage designated by statute or contract."

18 80. Throughout the Relevant Time Period, Defendants' compensation scheme purported
19 to compensate Plaintiff and the other members of the putative class for all hours worked. In reality,
20 Defendants suffered or permitted Plaintiff and the other members of the putative class to work
21 portions of their day without compensation, while subject to Defendants' control, which resulted in
22 the Plaintiff and the members of the putative class earning less than the designated rate.

23 81. Also throughout the Relevant Time Period, Defendants paid less than the agreed upon
24 compensation owed to Plaintiff and the other members of the putative class, while purporting to pay
25 the designated wage scale. As a result, Defendants' conduct violates Labor Code Section 223.

26 82. Defendants owed and still owe Plaintiff and the other members of the putative class
27 wages at the designated rate pursuant to the Labor Code in amounts to be determined at trial for the
28 hours worked during the relevant time period.

1 83. Plaintiff and the other members of the putative class request payment of unpaid
2 wages at the designated rate in amounts to be determined at trial, plus interest, attorneys' fees and
3 costs, against Defendants in a sum as provided by the Labor Code and/or other statutes.

4 84. Plaintiff and the members of the putative class also request relief as described below.

5 **THIRD CAUSE OF ACTION**

6 **FAILURE TO PAY OVERTIME COMPENSATION**

7 **(On Behalf of Plaintiff and the Putative Class Against All Defendants)**

8 85. Plaintiff incorporates by reference the allegations set forth above.

9 86. Labor Code Section 1194 provides that an employee receiving less than the legal
10 overtime compensation is entitled to recover in a civil action the unpaid balance of the full amount
11 of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's
12 fees, and costs of suit.

13 87. Labor Code Section 510(a) states: "Any work in excess of eight hours in one workday
14 and any work in excess of 40 hours in any one workweek and the first eight hours worked on the
15 seventh day of work in any one workweek shall be compensated at the rate of no less than one and
16 one-half times the regular rate of pay for an employee." Labor Code Section 510(a) further states:
17 "Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice
18 the regular rate of pay for an employee." Labor Code Section 510(a) further states: "[A]ny work in
19 excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less
20 than twice the regular rate of pay of an employee."

21 88. Throughout the Relevant Time Period, Wage Order No. 4-2001 provided for payment
22 of overtime wages equal to one and one-half (1 1/2) times an employee's regular rate of pay for all
23 hours worked over eight (8) hours per day and/or forty (40) hours in a workweek, and/or for
24 payment of overtime wages equal to double the employee's regular rate of pay for all hours worked
25 in excess of twelve (12) hours in any workday and/or for all hours worked in excess of eight (8)
26 hours on the seventh (7th) day of work in any one workweek.

27 89. Plaintiff and the members of the Classes do not satisfy any of the exemptions from
28 the overtime requirements of the Labor Code, or the Wage Order.

1 90. Throughout the Relevant Time Period, Defendants failed to pay Plaintiff and
2 members of the putative class overtime wages based upon all hours worked, based on Defendants'
3 uniform policies, practices and procedures.

4 91. Defendants' pattern, practice and uniform administration of corporate policy
5 regarding illegal employee compensation as described herein is unlawful and creates an entitlement,
6 pursuant to Labor Code Section 1194(a), to recovery by the members of the Classes, in a civil action,
7 for the unpaid balance of the full amount of the straight time compensation and overtime premiums
8 owing, including interest thereon, reasonable attorneys' fees, and costs of suit.

9 92. Pursuant to Labor Code Section 1194(a) and California Civil Code Section 3287(b),
10 Plaintiffs and the members of the putative class seek recovery of pre-judgment interest on all
11 amounts recovered herein.

12 93. Pursuant to Labor Code Section 1194, the members of the Classes request that the
13 Court award reasonable attorneys' fees and costs incurred by them in this action.

14 94. Plaintiff and the members of the putative class also request relief as described below.

15 **FOURTH CAUSE OF ACTION**

16 **FAILURE TO ALLOW AND PAY FOR MEAL BREAKS**

17 **(On Behalf of Plaintiff and the Putative Class Against All Defendants)**

18 95. Plaintiff incorporates by reference the allegations set forth above.

19 96. Labor Code Section 226.7(a) provides that "No employer shall require any employee
20 to work during any meal or rest period mandated by an applicable order of the Industrial Welfare
21 Commission."

22 97. Labor Code Section 512 provides that "An employer may not employ an employee
23 for a work period of more than five hours per day without providing the employee with a meal
24 period of not less than 30 minutes, except that if the total work period per day of the employee is no
25 more than six hours, the meal period may be waived by mutual consent of both the employer and
26 employee."

27 98. Labor Code Section 512 further provides that "An employer may not employ an
28 employee for a work period of more than 10 hours per day without providing the employee with a

1 second meal period of not less than 30 minutes, except that if the total hours worked is no more than
2 12 hours, the second meal period may be waived by mutual consent of the employer and the
3 employee only if the first meal period was not waived.”

4 99. Labor Code Section 516 provides that the Industrial Welfare Commission may adopt
5 or amend working condition orders with respect to meal periods for any workers in California
6 consistent with the health and welfare of those workers.

7 100. Section 11(C) of Wage Order No. 4-2001 provides that “Unless the employee is
8 relieved of all duty during a 30 minute meal period, the meal period shall be considered an “on duty”
9 meal period and counted as time worked. An “on duty” meal period shall be permitted only when the
10 nature of the work prevents an employee from being relieved of all duty and when by written
11 agreement between the parties an on-the-job paid meal period is agreed to.”

12 101. Section 11(D) of Wage Order No. 4-2001 provides that “If an employer fails to
13 provide an employee a meal period in accordance with the applicable provisions of this order, the
14 employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation
15 for each workday that the meal period is not provided.”

16 102. Throughout the Relevant Time Period, Plaintiff and the members of the putative class
17 consistently worked over five (5) hours per work period, and therefore, were entitled to a meal
18 period of not less than thirty (30) minutes prior to exceeding five (5) hours of employment.

19 103. Throughout the Relevant Time Period, Plaintiff and the members of the putative class
20 consistently worked over ten (10) hours per work period, and therefore, were entitled to a second
21 meal period of not less than thirty (30) minutes.

22 104. Throughout the Relevant Time Period, Plaintiff and the members of the putative class
23 did not waive their meal periods, by mutual consent with Defendants or otherwise.

24 105. Throughout the Relevant Time Period, Plaintiff and the members of the putative class
25 did not enter into any written agreement with Defendants agreeing to an on-the-job paid meal period.

26 106. The Defendants implemented a uniform policy and procedure in which Plaintiffs and
27 members of the putative class were not provided required meal periods.

28 ///

1 107. Defendants failed to comply with the required meal periods established by Labor
2 Code Section 226.7, Labor Code Section 512, Labor Code Section 516 and the applicable Wage
3 Order.

4 108. Pursuant to Section 11 of Wage Order No. 4-2001, and Labor Code Section 226.7(b)
5 (which requires, in the event that “an employer fails to provide an employee a meal or rest period in
6 accordance with an applicable order of the industrial Welfare Commission, the employer shall the
7 employee one additional hour of pay at the employee’s regular rate of compensation for each work
8 day that the meal or rest period is not provided”), the members of the Classes are entitled to damages
9 in an amount equal to one (1) hour of wages per missed meal period, in a sum to be proven at trial.

10 109. Pursuant to Labor Code Section 1194(a), Civil Code Section 3287(b), the members of
11 the Classes seek recovery of pre-judgment interest on all amounts recovered herein.

12 110. Pursuant to Labor Code Section 1194, the members of the Classes request that the
13 Court award reasonable attorneys’ fees and costs incurred by them in this action.

14 111. Plaintiff and the members of the putative class also request relief as described below.

15 **FIFTH CAUSE OF ACTION**

16 **FAILURE TO ALLOW AND PAY FOR REST BREAKS**

17 **(On Behalf of Plaintiff and the Putative Class Against All Defendants)**

18 112. Plaintiff incorporates by reference the allegations set forth above.

19 113. Labor Code Section 226.7(a) provides that “No employer shall require any employee
20 to work during any meal or rest period mandated by an applicable order of the Industrial Welfare
21 Commission.”

22 114. Labor Code Section 516 provides that the Industrial Welfare Commission may adopt
23 or amend working condition orders with respect to rest periods for any workers in California
24 consistent with the health and welfare of those workers.

25 115. IWC Wage Order, number 4-2001, section 12 required employers to authorize,
26 permit, and provide a ten (10) minute paid rest for each four (4) hours of work, during which
27 employees are relieved of all duty.

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1 116. At all times relevant hereto, Labor Code Section 226.7(b) and IWC Wage Order,
2 number 4-2001, section 12 required employers to pay one hour of additional pay at the regular rate
3 of compensation for each employee and each workday that a proper rest period is not provided.

4 117. Throughout the Relevant Time Period, Defendant implemented a uniform policy and
5 procedure in which Plaintiffs and members of the putative class were not provided required rest
6 periods.

7 118. As a result, throughout the Relevant Time Period, Defendants regularly:

- 8 a. Failed to provide paid rest periods of ten (10) minutes during which Plaintiff and
9 the members of the putative class were relieved of all duty for each four (4) hours of
10 work;
- 11 b. Failed to compensate Plaintiff and the members of the putative class for break time
12 when breaks were taken; and
- 13 c. Failed to pay Plaintiff and the members of the putative class one (1) hour of pay at
14 their regular rate of compensation for each workday that a rest period was not
15 permitted.

16 119. Plaintiff and the members of the putative class also request relief as described below.

17 **SIXTH CAUSE OF ACTION**

18 **FAILURE TO PAY COMPENSATION AT THE TIME OF TERMINATION**

19 **(On Behalf of Plaintiff and the Former Employee Sub-Class Against All Defendants)**

20 120. Plaintiff incorporates by reference the allegations set forth above.

21 121. California Labor Code section 203 provides that if an employer willfully fails to pay
22 compensation promptly upon discharge, as required by California Labor Code section 201 or 202,
23 then the employer is liable for waiting time penalties in the form of continued compensation of up to
24 thirty (30) work days.

25 122. Plaintiff is informed and believes and based thereon alleges that Defendants
26 consistently and willfully failed to timely pay Plaintiff and the members of the putative Former
27 Employee Sub-Class, all wages due and owing upon termination of employment, including wages
28 due for off-the-clock work and premium pay for meal and rest periods as set forth hereinabove.

1 123. Plaintiff, on behalf of himself and the members of the putative Former Employee
2 Sub-Class, seeks penalties to which he and the members of the putative Former Employee Sub-class
3 are entitled pursuant to California Labor Code section 203, in the amount of Plaintiff's and each
4 Former Employee Sub-Class members' daily wage multiplied by thirty (30) days, the exact amount
5 of which is to be determined at trial.

6 124. Plaintiff and the members of the putative class also request relief as described below.

7 **SEVENTH CAUSE OF ACTION**

8 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

9 **(On Behalf of Plaintiff and the Putative Class Against All Defendants)**

10 125. Plaintiff incorporates by reference the allegations set forth above.

11 126. Labor Code Section 226(a) requires every employer, semimonthly or at the time of
12 each payment of wages, to furnish each of its employees, either as a detachable part of the check,
13 draft, or voucher paying the employee's wages, or separately when wages are paid by personal check
14 or cash, an accurate itemized statement in writing showing, among other things, (1) gross wages
15 earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any
16 applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, (5) net wages
17 earned and (6) all applicable hourly rates in effect during each respective pay period and the
18 corresponding number of hours worked at each hourly rate by each respective individual.

19 127. As a matter of pattern and practice, in violation of Labor Code Section 226, including
20 but not limited to Labor Code Section 226(a), Defendants did not maintain accurate records
21 pertaining to Plaintiff or the members of the putative class, including, but not limited to, when they
22 began and ended each work period, meal period, rest period, the total daily hours worked, the total
23 hours worked per pay period and applicable rates of pay.

24 128. Plaintiff and the members of the putative class were harmed by Defendants' failure to
25 provide the required information. Defendants' failure to comply with Labor Code Section 226(a)
26 hindered Plaintiff and the members of the putative class from determining the amount of wages,
27 overtime, and other compensation actually owed to them, and damaged them in the amount of the
28 unpaid wages, compensation, and overtime wages that were not reported by Defendants, as required.

1 129. Pursuant to Labor Code Section 226(e), Plaintiff and the members of the putative
2 class are entitled to penalties as follows:

- 3 a. Fifty dollars (\$50.00) per employee for the initial pay period in which a violation
4 occurs; and
- 5 b. One hundred dollars (\$100.00) per employee for each violation in a subsequent pay
6 period.

7 130. Pursuant to Labor Code Section 226(g), the members of the Classes are entitled to an
8 award of costs and reasonable attorneys' fees.

9 131. Plaintiff and the members of the putative class also request relief as described below.

10 **EIGHTH CAUSE OF ACTION**

11 **VIOLATION OF THE CALIFORNIA UNFAIR COMPETITION LAW**

12 **(On Behalf of Plaintiff and the Putative Class Against All Defendants)**

13 132. Plaintiff incorporates by reference the allegations set forth above.

14 133. Within the four years prior to the filing of the initial Complaint in this case,
15 Defendants, and each of them, committed acts of unfair competition as defined by California
16 Business and Professions Code section 17200, *et. seq.*, by engaging in the following unlawful, unfair
17 and fraudulent business acts and practices in the State of California, among others:

- 18 a. requiring, encouraging, suffering, and/or permitting Plaintiff and the members of the
19 proposed class to perform certain work-related duties without compensation equal to
20 at least the California minimum wage;
- 21 b. requiring, encouraging, suffering, and/or permitting Plaintiff and the members of the
22 proposed class to perform certain work-related duties without compensation at the
23 designated rate;
- 24 c. failing to pay Plaintiff and the members of the proposed class overtime compensation
25 to which they were entitled;
- 26 d. failing to provide and/or compensate Plaintiff and the members of the proposed class
27 for meal and rest periods;

28 ///

1 e. unlawfully and/or willfully failing to provide Plaintiff and the members of the
2 proposed class with true and proper wage statements upon payment of wages, in
3 violation of Labor Code section 226;

4 134. As a direct and proximate result of Defendants' unlawful, unfair, and/or fraudulent
5 acts and practices described herein, Defendants have received and continue to hold ill-gotten gains
6 belonging to Plaintiff and the other members of the putative classes. As a direct and proximate result
7 of Defendants' unlawful business practices, Plaintiff and the other members of the putative classes
8 have suffered economic injuries including, but not limited to, loss of wage compensation and
9 compensation for missed meal and rest periods.

10 135. Through Defendants' use of such unlawful, unfair, and/or fraudulent acts and
11 practices, Defendants have gained an unfair advantage over Defendants' competitors.

12 136. Plaintiff and the other members of the putative classes seek full restitution on account
13 of the economic injuries they have suffered, along with disgorgement of ill-gotten gains from
14 Defendants as necessary and according to proof, to restore any and all monies withheld, acquired
15 and/or converted by Defendants by means of the unlawful, unfair and fraudulent business practices
16 complained of herein.

17 137. Plaintiff and the other members of the putative classes seek appointment of a receiver,
18 as necessary, to oversee said restitution, including all wages earned and unpaid, including interest
19 thereon.

20 138. Further, if Defendants are not enjoined from engaging of the unlawful, unfair and
21 fraudulent conduct described above, Defendants will continue unabated in their conduct, which will
22 result in continued irreparable injury to members of the public, including, but not limited to the other
23 members of the putative classes who currently work for Defendants, and for which there is no
24 adequate remedy at law. Thus, Plaintiff and the other members of the putative classes request that
25 the Court issue a preliminary and permanent injunction prohibiting Defendants from engaging in the
26 foregoing conduct.

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1 139. Plaintiff and the members of the putative class also request relief as described below.

2 **PRAYER FOR RELIEF**

3 Wherefore, Plaintiff, on behalf of himself and on behalf of the members of the putative
4 class, prays for judgment against Defendants as follows:

- 5 a. for an order certifying the class herein, appointing the named Plaintiff as the class
6 representative of all others similarly situated and appointing counsel for the
7 named Plaintiff as counsel for members of the class;
- 8 b. An order awarding Plaintiff and the members of the putative classes all wages
9 owed, all meal and rest break premiums owed, plus all penalties and
10 compensatory damages;
- 11 c. Liquidated damages;
- 12 d. Civil penalties;
- 13 e. An order requiring imposition of a constructive trust and/or disgorgement of
14 Defendants' ill-gotten gains to pay restitution to the Plaintiff and the members of
15 the putative classes and to restore to the Plaintiff and the members of the putative
16 classes all funds acquired by means of any act or practice declared by this Court to
17 be an unlawful, fraudulent or unfair business act or practice, a violation of laws,
18 statutes or regulations, or constituting unfair competition;
- 19 f. Pre-judgment and post-judgment interest;
- 20 g. For an award of attorneys' fees and costs incurred in the investigation, filing and
21 prosecution of this action pursuant to Code of Civil Procedure Section 1021.5,
22 Business and Profession Code Section 17200, *et seq.*, Labor Code section 1194,
23 and any other applicable provision of law;

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h. Such other and further relief as the Court may deem necessary or appropriate.

DATED: September 8, 2015

**MARLIN & SALTZMAN, LLP
LAW OFFICES OF THOMAS W. FALVEY**

By: Christina Humphrey
Stanley D. Saltzman, Esq.
Christina A. Humphrey, Esq.
Leslie H. Joyner, Esq.
Attorneys for Plaintiffs

JURY DEMAND

Plaintiff demands a trial by jury on all issues so triable as a matter of right.

DATED: September 8, 2015

**MARLIN & SALTZMAN, LLP
LAW OFFICES OF THOMAS W. FALVEY**

By: Christina Humphrey
Stanley D. Saltzman, Esq.
Christina A. Humphrey, Esq.
Leslie H. Joyner, Esq.
Attorneys for Plaintiffs

**CIVIL CASE COVER SHEET ADDENDUM AND
STATEMENT OF LOCATION
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

This form is required pursuant to Local Rule 2.0 in all new civil case filings in the Los Angeles Superior Court.

Item I. Check the types of hearing and fill in the estimated length of hearing expected for this case:

JURY TRIAL? YES CLASS ACTION? YES LIMITED CASE? YES TIME ESTIMATED FOR TRIAL 10 HOURS/ DAYS

Item II. Indicate the correct district and courthouse location (4 steps – If you checked "Limited Case", skip to Item III, Pg. 4):

Step 1: After first completing the Civil Case Cover Sheet form, find the main Civil Case Cover Sheet heading for your case in the left margin below, and, to the right in Column **A**, the Civil Case Cover Sheet case type you selected.

Step 2: Check one Superior Court type of action in Column **B** below which best describes the nature of this case.

Step 3: In Column **C**, circle the reason for the court location choice that applies to the type of action you have checked. For any exception to the court location, see Local Rule 2.0.

Applicable Reasons for Choosing Courthouse Location (see Column C below)

- | | |
|--|--|
| 1. Class actions must be filed in the Stanley Mosk Courthouse, central district. | 6. Location of property or permanently garaged vehicle. |
| 2. May be filed in central (other county, or no bodily injury/property damage). | 7. Location where petitioner resides. |
| 3. Location where cause of action arose. | 8. Location wherein defendant/respondent functions wholly. |
| 4. Location where bodily injury, death or damage occurred. | 9. Location where one or more of the parties reside. |
| 5. Location where performance required or defendant resides. | 10. Location of Labor Commissioner Office |

Step 4: Fill in the information requested on page 4 in Item III; complete Item IV. Sign the declaration.

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Auto Tort	Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1., 2., 4.
	Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1., 2., 4.
Other Personal Injury/Property Damage/ Wrongful Death Tort	Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage	2.
		<input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	2.
	Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1., 2., 3., 4., 8.
	Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons	1., 4.
		<input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1., 4.
Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall)	1., 4.	
	<input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.)	1., 4.	
	<input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress	1., 3.	
	<input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1., 4.	

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Non-Personal Injury/ Property Damage/ Wrongful Death Tort	Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 3.
	Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1., 2., 3.
	Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1., 2., 3.
	Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1., 2., 3.
	Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3. 1., 2., 3.
	Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	2., 3.
Employment	Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1., 2., 3.
	Other Employment (15)	<input checked="" type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals	1., 2., 3. 10.
Contract	Breach of Contract/ Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2., 5. 2., 5. 1., 2., 5. 1., 2., 5.
	Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case	2., 5., 6. 2., 5.
	Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1., 2., 5., 8.
	Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 5. 1., 2., 3., 5. 1., 2., 3., 8.
	Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels _____	2.
Real Property	Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2., 6.
	Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure	2., 6.
		<input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2., 6. 2., 6.
Unlawful Detainer	Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2., 6.
	Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
	Unlawful Detainer- Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2., 6.
	Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 6.

SHORT TITLE: CRAIG CLARK v. QUEST DIAGNOSTICS

CASE NUMBER

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Judicial Review	Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2., 6.
	Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2., 5.
	Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2., 8. 2. 2.
	Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2., 8.
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1., 2., 8.
	Construction Defect (10)	<input type="checkbox"/> A6007 Construction Defect	1., 2., 3.
	Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1., 2., 8.
	Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1., 2., 8.
	Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1., 2., 3., 8.
	Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1., 2., 5., 8.
Enforcement of Judgment	Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment	2., 9.
		<input type="checkbox"/> A6160 Abstract of Judgment	2., 6.
		<input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations)	2., 9.
		<input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes)	2., 8.
		<input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax	2., 8.
		<input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2., 8., 9.
Miscellaneous Civil Complaints	RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1., 2., 8.
	Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only	1., 2., 8.
		<input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment)	2., 8.
		<input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex)	1., 2., 8.
<input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)		1., 2., 8.	
Miscellaneous Civil Petitions	Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2., 8.
	Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment	2., 3., 9.
<input type="checkbox"/> A6123 Workplace Harassment		2., 3., 9.	
<input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case		2., 3., 9.	
<input type="checkbox"/> A6190 Election Contest		2.	
<input type="checkbox"/> A6110 Petition for Change of Name		2., 7.	
<input type="checkbox"/> A6170 Petition for Relief from Late Claim Law		2., 3., 4., 8.	
<input type="checkbox"/> A6100 Other Civil Petition		2., 9.	

SHORT TITLE: CRAIG CLARK v. QUEST DIAGNOSTICS

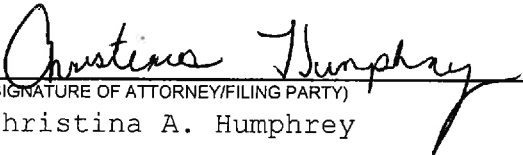
CASE NUMBER

Item III. Statement of Location: Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., **Step 3** on Page 1, as the proper reason for filing in the court location you selected.

REASON: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected for this case. <input checked="" type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10.			ADDRESS: Class Actions are heard only at the Los Angeles County Superior Court's Stanley Mosk Courthouse, 111 North Hill St., Los Angeles
CITY: Los Angeles	STATE: CA	ZIP CODE: 90012	

Item IV. Declaration of Assignment: I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that the above-entitled matter is properly filed for assignment to the Stanley Mosk courthouse in the Central District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., § 392 et seq., and Local Rule 2.0, subds. (b), (c) and (d)].

Dated: Sept. 8, 2015


 (SIGNATURE OF ATTORNEY/FILING PARTY)
 Christina A. Humphrey

PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 03/11).
5. Payment in full of the filing fee, unless fees have been waived.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.