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and, Aggrieved Members*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES**

JESSICA BELLOWS, Individually  
and On Behalf of All Others  
Similarly Situated,

Plaintiff,

v.

MEDICAL MANAGEMENT  
INTERNATIONAL, INC., D/B/A  
BANFIELD PET HOSPITAL,

Defendant(s).

Case No. **25STCV14247**

**CLASS AND REPRESENTATIVE  
ACTION COMPLAINT FOR  
VIOLATIONS OF CALIFORNIA LABOR  
CODE & PRIVATE ATTORNEY  
GENERAL ACT**

Judge:  
(Magistrate Judge)

Dept.:  
Hearing Date:  
Hearing Time:

Complaint Filed:

1 Plaintiff Jessica Bellows (“Plaintiff”) on behalf of herself and all others similarly situated,  
2 by and through her attorneys, Outten & Golden LLP, complaining of the conduct of Defendant  
3 Medical Management International, Inc., d/b/a Banfield Pet Hospital (“Defendant” or “Banfield”),  
4 alleges as follows:

5 **PRELIMINARY STATEMENT**

6 1. This lawsuit includes current and former employees of Defendant who worked as  
7 non-exempt-classified Practice Managers in California (“Practice Managers”).

8 2. Banfield operates veterinary clinics (referred to as “hospitals”) in the United States  
9 and abroad.

10 3. Defendant employs Practice Managers as the highest-level employee on-site at  
11 Banfield hospitals. Defendant classifies Practice Managers as salaried, non-exempt employees.

12 4. While employed by Defendant, Plaintiff consistently worked more than 8 hours per  
13 day and more than 40 hours per workweek without receiving compensation for all the hours they  
14 worked. Throughout the relevant period, it was Defendant’s policy to deprive Plaintiff and Class  
15 Members of their earned wages in violation of the California Labor Code (“Cal. Lab. Code”) and  
16 applicable Wage Orders and regulations, and the Private Attorneys General Act of 2004  
17 (“PAGA”), Cal. Labor Code § 2698 *et seq.*

18 5. In order to avoid paying Plaintiff compensation for all of the overtime hours they  
19 worked, Defendant instituted a policy or practice of prohibiting Practice Managers from reporting  
20 their actual overtime hours and required them to work “off-the-clock.”

21 6. This lawsuit also alleges that Defendant failed to provide proper meal and rest  
22 breaks, failed to reimburse for business expenses, provided improper wage statements, provided  
23 untimely and/or incomplete pay during employment, provided untimely and/or incomplete pay at  
24 or after termination of employment, failed to comply with recordkeeping obligations, and violated  
25 California’s Unfair Competition Law.

26 7. Plaintiff brings this action on behalf of herself and all similarly situated current and  
27 former Practice Managers who worked for Defendant between April 21, 2019 and October 15, 2024  
28 as a class action under Code of Civil Procedure § 382 and the California Wage Laws.

8. Plaintiff also brings this action on behalf of herself and all similarly situated current and former Practice Managers who worked for Defendant in California between April 21, 2022 and October 15 (“Aggrieved Employees”) to recover penalties pursuant to the Private Attorneys General Act of 2004 (“PAGA”), Cal. Lab. Code. §§ 2698, *et seq.*, for violations of the California Labor Code as set forth herein.

9. The Parties executed a tolling agreement with an effective date of April 21, 2023, which tolled the statute of limitations on Plaintiff's claims from that date forward.

## JURISDICTION & VENUE

10. This Court has jurisdiction over Plaintiff's claims under the California Labor Code.

11. The Court can exercise personal jurisdiction over Defendant because Defendant conducts substantial business activity in this city and state and engaged in the unlawful acts described herein in this city and state.

12. Venue is proper in this Court under Code of Civil Procedure § 393(a) because parts of the cause of action for civil penalties arose in this County.

13. Notice of the claims alleged herein was provided to the California Labor & Workforce Development Agency (“LWDA”) and Defendant on July 26, 2024. The LWDA has not taken any action with regard to the claims, including providing notice of an intent to pursue the claims.

## THE PARTIES

***Plaintiff Jessica Bellows***

14. Plaintiff Jessica Bellows is a resident of Los Angeles County.

15. Plaintiff was employed by Defendant as a Practice Manager from approximately October 19, 2020 to October 22, 2022.

16. At all times relevant, Plaintiff was an “employee” within the meaning of all applicable statutes.

17. Plaintiff regularly worked more than 40 hours in a workweek, but was not paid for all hours she worked over 40.

***Defendant Banfield***

18. Upon information and belief, Defendant Banfield is a corporation formed under the laws of Delaware with a principal place of business in Vancouver, Washington.

19. Upon information and belief, Defendant has maintained control, oversight, and direction over its operations and employment practices.

20. At all times hereinafter mentioned, Defendant was Plaintiff's "employer" within the meaning of all applicable statutes.

21. At all relevant times, Defendant maintained control, oversight, and direction over Plaintiff and other Practice Managers, including timekeeping, payroll, and other employment practices that applied to them.

22. Defendant has applied the same employment policies, practices, and procedures to all Practice Managers in California, including policies, practices, and procedures with respect to payment of overtime compensation.

## CLASS ALLEGATIONS

23. Plaintiff brings the First, Second, Third, Fourth, Fifth, Sixth, and Seventh Causes of Action on her own behalf and as a class action, pursuant to Code Civ. Proc. § 382, on behalf of the following class of persons:

All Practice Managers who are currently or have been employed by Defendant in the State of California from April 21, 2019 through October 15, 2024 (hereinafter referred to as “Class Members” and the “Class Period,” respectively).

24. Excluded from the Class are Defendant's legal representatives, officers, directors, assigns, and successors, or any individual who has, or who at any time during the class period has had, a controlling interest in Defendant; the Judge(s) to whom this case is assigned and any member of the Judge(s)' immediate family; and all persons who will submit timely and otherwise proper requests for exclusion from the Class.

25. Numerosity – Upon information and belief, the size of the Class is approximately 342 individuals.

26. Ascertainability – The identity of Class members is ascertainable through Defendant's business records.

1           27. Commonality and predominance – The First, Second, Third, Fourth, Fifth, Sixth,  
2 and Seventh Causes of Action are properly maintainable as a class action because there are  
3 questions of law and fact common to the Class that predominate over any questions solely affecting  
4 individual members of the Class, including but not limited to:

5           a. Whether the Defendant has unlawfully failed to pay Class Members all  
6 compensation owed, in violation of the California Labor Code and related regulations, Cal. Lab.  
7 Code §§ 218.5, 221, 223, 226, 226.3, 510, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1,  
8 1198, 1199; Cal. Wage Order Nos. 4-2001 and 7-2001; and the California Unfair Competition  
9 Law, Cal. Bus & Prof. Code §§ 17200, *et seq.*;

10           b. Whether Defendant has unlawfully failed to furnish Class Members with  
11 proper meal period and rest breaks, in violation of the California Labor Code and related  
12 regulations, Cal. Lab. Code §§ 226.7, 512 and applicable wage orders;

13           c. Whether Defendant has unlawfully failed to provide reimbursement for  
14 necessary business expenses;

15           d. Whether Defendant has unlawfully failed to keep and furnish Class  
16 Members with timely, accurate, wage statements and/or itemized records of hours worked in  
17 violation of Cal. Labor Code §§ 226, 226.3 and 1174;

18           e. Whether Defendant has unlawfully failed to timely pay wages due during  
19 employment and upon separation in violation of Cal. Labor Code §§ 201, 202, 203 204 and 227.3;

20           f. ; and

21           g. the nature and extent of the Class Members' injuries and the appropriate  
22 measure of their damages.

23           28. Typicality – Plaintiff's claims are typical of the claims of the Class she seeks to  
24 represent. Plaintiff's claims arise from the same practice and course of conduct that give rise to  
25 the Class's claims. Plaintiff and the Class sustained similar injuries arising out of Defendant's  
26 violation of the law. There is no apparent conflict of interest between Plaintiff and the Class.

27           29. Adequacy – Plaintiff will fairly and adequately protect the interests of the Class and  
28 have no interests antagonistic to the Class. Plaintiff is represented by attorneys who are

1 experienced and competent in both class litigation and employment litigation.

2 30. A class is superior to other available methods for the fair and efficient adjudication  
3 of the controversy, particularly in the context of wage-and-hour litigation where an individual  
4 Plaintiff lacks the financial resources to vigorously prosecute a lawsuit in federal court against the  
5 corporate Defendant. The damages sustained by individual class members are small compared to  
6 the expense and burden of individual prosecution of this litigation. Class action treatment will  
7 obviate unduly duplicative litigation and the possibility of inconsistent judgments.

8 31. Further, Plaintiff and Class Members have been equally affected by the Defendant's  
9 failure to pay proper wages and other violations. Moreover, Class Members still employed by  
10 Defendant may be reluctant to raise individual claims for fear of retaliation.

11 32. Defendant has acted or refused to act on grounds generally applicable to the Class,  
12 thereby making appropriate final injunctive relief or corresponding declaratory relief with respect  
13 to the class as a whole.

#### 14 **COMMON FACTUAL ALLEGATIONS**

15 33. Plaintiff and Practice Managers have been victims of Defendant's common policy  
16 and plan that has violated their rights under the Labor Code by requiring Practice Managers to  
17 work straight-time and overtime (including both time-and-a-half and double-time) wages. At all  
18 times relevant, Defendant's unlawful policy and pattern or practice has been willful.

19 34. Upon information and belief, Defendant has a policy and pattern or practice to  
20 prohibit Practice Managers from recording all of their actual working hours.

21 35. All of the work performed by Practice Managers was assigned by Defendant and/or  
22 Defendant was aware of the "off-the-clock" work that Practice Managers performed.

23 36. Defendant failed to furnish Practice Managers with accurate itemized statements  
24 showing, *inter alia*, wages, hours worked, and rates paid as required by the California Wage Laws.

25 37. Defendant did not keep accurate records of hours worked by Practice Managers.  
26 That is, Practice Managers were prohibited from recording all hours worked.

27 38. Defendant failed to timely pay Practice Managers all wages earned and unpaid at  
28 the time of separation from employment.

39. Plaintiff and Practice Managers who ceased employment with Defendant are entitled to unpaid compensation, but to date have not received such compensation.

40. Defendant failed to timely pay Practice Managers all wages due and payable twice during each calendar month, on days designated in advance by the employer as regular pay days.

41. Defendant failed to provide Practice Managers with required meal breaks.

42. Defendant failed to provide Plaintiff and Class Members with required 10-minute rest breaks.

43. Defendant failed to pay and indemnify Practice Managers for necessary business expenses and losses incurred as a direct result of the discharge of their duties of employment.

44. As part of its regular business practice, Defendant intentionally, willfully, and repeatedly engaged in a pattern, practice, and/or policy that violates the California Wage Laws.

45. Defendant's policy and pattern or practice includes but is not limited to:

a. willfully failing to record all of the time that its employees, including Plaintiff and Class Members, worked for the benefit of Defendant;

b. willfully failing to keep payroll records as required by the California Wage Laws;

c. willfully requiring Plaintiff and Class Members to work "off-the-clock" and failing to pay the proper regular rate when it did pay overtime;

d. willfully failing to pay Plaintiff and Class Members overtime wages for all of the overtime hours that they worked; and,

e. failing to pay and indemnify necessary business expenses and costs.

46. Defendant was or should have been aware that the Labor Code required it to abstain from the violations described above.

47. Defendant's failures as described above were willful, intentional, and in bad faith.

48. Defendant's unlawful conduct has been widespread, repeated, and consistent.

### **FIRST CAUSE OF ACTION**

#### **California Wage Laws – Unpaid Wages (Brought by Plaintiff Individually and on Behalf of the Class)**

1           49.     Plaintiff realleges and incorporates by reference all allegations in all preceding  
2 paragraphs.

3           50.     California law requires employers, such as Defendant, to pay non-exempt  
4 employees for all hours and at the correct rate of pay or overtime pay.

5           51.     Plaintiff and Class Members are non-exempt employees entitled to be paid correctly  
6 for all overtime hours worked.

7           52.     At all relevant times, Plaintiff and Class Members worked unpaid hours, including  
8 hours in excess of 40 hours in a workweek and eight hours in a workday.

9           53.     At all relevant times, Defendant failed and refused to pay Plaintiff and Class  
10 Members the full compensation owed.

11           54.     As a direct and proximate result of Defendant's unlawful conduct, as set forth  
12 herein, Plaintiff and Class Members have sustained damages, including loss of earnings for hours  
13 worked for the benefit of Defendant in an amount to be established at trial, prejudgment interest,  
14 and costs and attorneys' fees, pursuant to statute and other applicable law.

15                           **SECOND CAUSE OF ACTION**

16           **California Wage Laws – Improper Wage Statements and Record-Keeping Violations**  
17           **(Brought by Plaintiff Individually and on Behalf of the Class)**

18           55.     Plaintiff realleges and incorporates by reference all allegations in all preceding  
19 paragraphs.

20           56.     Defendant knowingly and intentionally failed to provide timely, accurate, itemized  
21 wage statements including, *inter alia*, all hours worked, to Plaintiff and Class Members in  
22 accordance with California Wage Order Nos. 4-2001 and 7-2001 and California Labor Code  
23 § 226(a) as well as failing to comply with other recordkeeping requirements. Such failure caused  
24 injury to Plaintiff and Class Members, by, among other things, impeding them from knowing the  
25 amount of wages to which they are and were entitled. At all times relevant herein, Defendant has  
26 failed to maintain accurate records of hours worked by Plaintiff and Class Members as required  
27 under Labor Code § 1174(d).

28           57.     Plaintiff and Class Members are entitled to and seek injunctive relief requiring

1 Defendant to comply with California Labor Code §§ 226(a) and 1174(d), and further seek the  
2 amount provided under California Labor Code §§ 226(e) and 1174.5, including the greater of all  
3 actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one  
4 hundred dollars (\$100) per employee for each violation in a subsequent pay period.

5 58. Plaintiff and Class Members are entitled to civil penalties pursuant to the California  
6 Labor Code § 226.3 in the amount of two hundred fifty dollars (\$250) per employee per violation  
7 in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a  
8 subsequent citation, for which the employer fails to provide the employee a wage deduction  
9 statement or fails to keep the records required in subdivision (a) of Section 226.

### 10 **THIRD CAUSE OF ACTION**

#### 11 **California Wage Laws – Wage Payment Provisions (Brought by Plaintiff Individually and on Behalf of the Class)**

12 59. Plaintiff realleges and incorporates by reference all allegations in all preceding  
13 paragraphs.

14 60. California Labor Code §§ 201 and 202 require Defendant to pay its employees all  
15 wages due upon termination within the time specified by law. California Labor Code § 203  
16 provides that if an employer willfully fails to timely pay such wages, the employer must continue  
17 to pay the subject employees' wages until the back wages are paid in full or an action is  
18 commenced, up to a maximum of thirty (30) days of wages.

19 61. Plaintiff and Class Members who ceased employment with Defendant are entitled  
20 to unpaid compensation, but to date have not received such compensation.

21 62. More than thirty (30) days have passed since Plaintiff and Class Members left  
22 Defendant's employ.

23 63. Plaintiff, on behalf of herself and Class Members, seeks waiting time penalties  
24 pursuant to California Labor Code § 203, attorneys' fees and costs, and such other legal and  
25 equitable relief as the Court deems just and proper.

### 26 **FOURTH CAUSE OF ACTION**

#### 27 **California Wage Laws – Wage Payment Provisions Cal. Lab. Code §§ 204 & 210 28 (Brought by Plaintiff Individually and on Behalf of the Class)**

1           64.     Plaintiff realleges and incorporates by reference all allegations in all preceding  
2 paragraphs.

3           65.     Under California Labor Code § 204, labor performed between the 1st and 15th days  
4 of a calendar month must be paid for between the 16th and the 26th of that month, and labor  
5 performed between the 16th and the last day of a calendar month must be paid for between the 1st  
6 and the 10th day of the following month. Other payroll periods such as weekly, biweekly (every  
7 two weeks) or semimonthly (twice per month), when the earning period is something other than  
8 between the 1st and 15th, and 16th and last day of the month, must be paid within seven calendar  
9 days of the end of the payroll period within which the wages were earned.

10          66.     California Labor Code § 210(a) provides that persons who fail to pay wages as  
11 provided in § 204 are subject to statutory penalties of: (1) one hundred dollars (\$100) for each  
12 failure to pay each employee for any initial violation; and (2) two hundred dollars (\$200) for each  
13 failure to pay each employee, plus 25 percent of the amount unlawfully withheld, for each  
14 subsequent violation, or any willful or intentional violation.

15          67.     During the Relevant Period, Defendant failed to pay Plaintiff and Class Members  
16 all of their wages earned in a timely manner, in violation of California Labor Code § 204.

17          68.     Plaintiff, on behalf of herself and Class Members, seeks waiting time penalties  
18 pursuant to California Labor Code § 210, attorneys' fees and costs, and such other legal and  
19 equitable relief as the Court deems just and proper.

20                                   **FIFTH CAUSE OF ACTION**

21                                   **California Wage Laws – Meal and Rest Period Provisions**  
22                                   **(Brought by Plaintiff Individually and on Behalf of the Class)**

23          69.     Plaintiff realleges and incorporates by reference all allegations in all preceding  
24 paragraphs.

25          70.     California law requires employers to afford all non-exempt workers a break of at  
26 least 30 minutes during all shifts worked in excess of five hours during which they are relieved of  
27 all duty.

28          71.     California law further requires employers to afford all non-exempt workers one 10-

1 minute rest break for each four hours of work or major fraction thereof, during which they are  
2 relieved of all duty.

3 72. Plaintiff and Class Members are non-exempt employees entitled to an off-duty 30-  
4 minute meal break for each shift of at least five hours and an off-duty 10-minute rest break for  
5 each four hours worked or major fraction thereof.

6 73. At all relevant times Plaintiff and Class Members regularly worked shifts of at least  
7 five hours without receiving an off-duty 30-minute meal break.

8 74. At all relevant times, Plaintiff and Class Members regularly worked four-hour  
9 periods, or major fractions thereof, without receiving an off-duty 10-minute rest break.

10 75. As a direct and proximate result of Defendant's unlawful conduct, as set forth  
11 herein, Plaintiff and Class Members have sustained damages and are entitled to one hour of  
12 additional pay at the regular rate of compensation for each workday that compliant meal periods  
13 were not provided.

14 76. As a direct and proximate result of Defendant's unlawful conduct, as set forth  
15 herein, Plaintiff and Class Members have sustained damages and are entitled to one hour of  
16 additional pay at the regular rate of compensation for each workday that compliant rest periods  
17 were not provided.

#### 18 **SIXTH CAUSE OF ACTION**

##### 19 **California Wage Laws – Failure to Indemnify for Necessary Business Expenses** 20 **(Brought by Plaintiff Individually and on Behalf of the Class)**

21 77. Plaintiff realleges and incorporates by reference all allegations in all preceding  
22 paragraphs.

23 78. The foregoing conduct, as alleged, violates California Labor Code section 2802  
24 and the IWC Wage Orders, which requires employers to indemnify and reimburse employees for  
25 necessary business expenditures and losses incurred as a direct result of the discharge of their  
26 employment duties.

27 79. During the relevant period, Defendant failed to indemnify Plaintiff and Class  
28 Members for all necessary business expenses that they incurred as a direct result of the duties

they performed for Defendant's benefit and/or at Defendant's direction.

80. As a result, Plaintiff and Class Members seek unreimbursed expenses, penalties, interest, costs incurred, and attorneys' fees pursuant to California Labor Code § 2802(b).

#### **SEVENTH CAUSE OF ACTION**

##### **California Wage Laws – Unfair Competition**

##### **California Business & Professions Code §§ 17200, *et seq.***

##### **(Brought by Plaintiff Individually and on Behalf of the Class)**

81. Plaintiff realleges and incorporates by reference all allegations in all preceding paragraphs.

82. The foregoing conduct, as alleged, violates the California Unfair Competition Law ("UCL"). The UCL prohibits unfair competition by prohibiting, *inter alia*, any unlawful or unfair business acts or practices.

83. Beginning at a date unknown to Plaintiff, but at least as long ago as four years prior to the filing of this action, Defendant committed, and continued to commit, acts of unfair competition, as defined by the UCL, by, among other things, engaging in the acts and practices described herein. Defendant's conduct as alleged herein has injured Plaintiff Class Members by wrongfully denying them earned wages, and therefore was substantially injurious to them.

84. Defendant engaged in unfair competition in violation of the UCL by violating, *inter* each of the laws described above. Each of these violations constitutes an independent and separate violation of the UCL.

85. Defendant's course of conduct, acts, and practices in violation of the California laws mentioned in the above paragraph each constitute a separate and independent violation of the UCL. Defendant's conduct described herein violates the policy or spirit of such laws or otherwise significantly threatens or harms competition.

86. The unlawful and unfair business practices and acts of Defendant, described above, have injured Plaintiff and Class Members in that they were wrongfully denied the payment of earned overtime wages.

87. Plaintiff, individually and on behalf of the Class, seeks recovery of attorneys' fees and costs of this action to be paid by Defendant, as provided by the UCL and California Labor

1 Code §§ 218, 218.5, and 1194.

2 88. Plaintiff, individually and on behalf of Class Members, seeks restitution in the  
3 amount of the respective unpaid wages earned and due, including for, among other things, unpaid  
4 overtime at a rate not less than one and one-half times the regular rate of pay for work performed  
5 in excess of 40 hours in a workweek, or eight hours in a day, and double the regular rate of pay for  
6 work performed in excess of 12 hours per day.

7 89. Plaintiff and Class Members' legal remedies for their unpaid overtime wages are  
8 inadequate because their equitable claims under the UCL are subject to a four-year statute of  
9 limitations, whereas their legal claims under the Labor Code are subject to a three-year statute of  
10 limitations.

11 **EIGHTH CAUSE OF ACTION**

12 **PAGA Penalties for Unpaid Wages**

13 **(Brought by Plaintiff on Behalf of Herself and Aggrieved Employees)**

14 90. Plaintiff realleges and incorporates by reference all allegations in all preceding  
15 paragraphs.

16 91. The foregoing conduct, as alleged, constitutes a violation of California Labor Code  
17 §§ 510, 1194, 1198, and Wage Order Nos. 4-2001 & 7-2001, which require overtime pay for time  
18 worked over eight hours in a day or over 40 hours in a week.

19 92. Defendant had a policy and practice of failing and refusing to pay employees owed  
20 compensation for all of their hours worked and thus violated the above-referenced provisions of  
21 the Labor Code.

22 93. Plaintiff, on behalf of the State of California and the Aggrieved Employees, seek to  
23 recover the appropriate civil penalties set out in California Labor Code §§ 558 and 2699 and  
24 attorneys' fees and costs.

25 **NINTH CAUSE OF ACTION**

26 **PAGA Penalties for Failure to Timely Pay Wages Due upon Termination, During**

27 **Employment, and Pursuant to the Wage Payment Provisions of §§ 204 and 210**

28 **(Brought by Plaintiff on Behalf of Herself and Aggrieved Employees)**

94. Plaintiff realleges and incorporates by reference all allegations in all preceding  
paragraphs.

1           95.     California Labor requires Defendant to pay its employees all wages due within the  
2 time specified by law.

3           96.     As a consequence of Defendant's willful conduct of not timely or properly paying  
4 compensation for all hours worked, Plaintiff, on behalf of the State of California and the  
5 Aggrieved Employees, seeks civil penalties, attorneys' fees and costs, and any other appropriate  
6 relief under PAGA.

7                                   **TENTH CAUSE OF ACTION**

8                   **PAGA Penalties for Wage Statement and Record-Keeping Violations**  
9                   **(Brought by Plaintiff on Behalf of Herself and Aggrieved Employees)**

10          97.     Plaintiff realleges and incorporates by reference all allegations in all preceding  
11 paragraphs.

12          98.     The foregoing conduct, as alleged, constituted a violation of California Labor  
13 Code § 226, which provides requirements for properly itemized wage statements.

14          99.     Defendant knowingly and intentionally failed to provide timely, accurate, and  
15 itemized wage statements including, *inter alia*, hours worked, to Plaintiff and Aggrieved  
16 Employees in accordance with California Wage Order Nos. 4-2001 and 7-2001 and California  
17 Labor Code § 226(a) and to engaged in other recordkeeping violations. Such failure caused injury  
18 to Plaintiff and the Aggrieved Employees, by, among other things, impeding them from knowing  
19 the amount of wages to which they are and were entitled.

20          100.    Plaintiff, on behalf of the State of California and the Aggrieved Employees, seeks  
21 to recover the appropriate civil penalties set out in Labor Code §§ 226.3 and 2699, as well as  
22 attorneys' fees and costs.

23                                   **ELEVENTH CAUSE OF ACTION**

24                   **PAGA Penalties for Meal and Rest Period Violations**  
25                   **Cal. Labor Code §§ 218.5, 226.7 & 512, Wage Order Nos. 4-2001 & 7-2001**  
26                   **(Brought by Plaintiff on Behalf of Herself and Aggrieved Employees)**

27          101.    Plaintiff realleges and incorporates by reference all allegations in all preceding  
28 paragraphs.

          102.    Plaintiff and Aggrieved Employees were regularly denied proper meal and rest  
breaks to which they were entitled.

103. Plaintiff, on behalf of the State of California and the Aggrieved Employees, seeks to recover the appropriate civil penalties, attorneys' fees and costs, and any other appropriate relief pursuant to the PAGA.

**TWELFTH CAUSE OF ACTION**  
**PAGA Penalties for Failure to Indemnify for Necessary Business Expenses**  
**California Labor Code §§ 2802, *et seq.*, 221, 225.5**  
**(Brought by Plaintiff Individually and on Behalf of Aggrieved Employees)**

104. Plaintiff realleges and incorporates by reference all allegations in all preceding paragraphs.

105. During the relevant period, Defendant failed to indemnify Plaintiff and Aggrieved Employees for all necessary business expenses in violation of the California Labor Code, including Labor Code sections 2802, 221, and 225.5.

106. Plaintiff, on behalf of the State of California and the Aggrieved Employees, seeks to recover the appropriate civil penalties, attorneys' fees and costs, and any other appropriate relief pursuant to the PAGA.

## PRAYER FOR RELIEF

**WHEREFORE**, Plaintiff, individually and on behalf of the Class and Aggrieved Employees request the following relief:

- A. Certification of this action as a class action on behalf of the Class;
- B. Designation of Plaintiff as Representative of the Class she seeks to represent;
- C. Designation of Plaintiff's counsel of record as Class Counsel for the Class;
- D. An award of damages, liquidated damages, and restitution, to be paid by Defendant according to proof;
- E. Appropriate statutory penalties;
- F. Civil penalties provided, per violation, under the California Private Attorney General Act, California Labor Code §§ 2698, *et seq.*;
- G. Appropriate equitable and injunctive relief to remedy violations, including but not

necessarily limited to an order enjoining Defendant from continuing its unlawful practices under the California Wage Laws and/or a declaration that Defendant's acts violate the California Wage Laws;

H. Reasonable service awards for Plaintiff to compensate her for the time she spent attempting to recover wages for the Class members and for the risks she took in doing so;

I. Attorneys' fees and costs of suit;

J. Pre- and post-judgment interest, as provided by law; and

K. Such other relief as this Court deems necessary, just, and proper.

**JURY DEMAND**

Plaintiff demands a trial by jury on all issues so triable.

Dated: May 14, 2025

Respectfully submitted,

By: /s/ Jahan Sagafi

Jahan C. Sagafi (SBN 224887)

Kaelyn Mahar (SBN 338257)

Mohsin Mirza (SBN 342444)

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