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FILED
SUPERIOR COURT of CALIFORNIA
COUNTY of SANTA BARBARA
04/08/2021
Darrel E. Parker, Executive Officer
BY Chavez, Terri
Deputy Clerk

*Attorneys for Plaintiff,
BRET CHECKETTS and the putative Class*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SANTA BARBARA – SOUTH COUNTY**

BRET CHECKETTS, an individual, on
behalf of himself, on behalf of all persons
similarly situated

Plaintiffs,

vs.

ADVANCED VETERINARY SPECIALTY,
INC., a California corporation; ANDREA L.
WELLS, an individual; MATT
HERNANDEZ, an individual; and DOES 1
through 50 inclusive

Defendants.

Case No. 20CV03056

CLASS ACTION

Hon. Thomas P. Anderle, SB Dept. 3

**STIPULATION REGARDING REQUEST
FOR LEAVE TO AMEND COMPLAINT;
~~PROPOSED~~ ORDER**

Complaint filed: September 22, 2020
Trial Date: None Set

TO THE HONORABLE THOMAS P. ANDERLE:

Plaintiff BRET CHECKETTS and Defendants ADVANCED VETERINARY
SPECIALTY, INC., ANDREA L. WELLS, and MATT HERNANDEZ (“the Parties”) hereby
stipulate to and request the following:

WHEREAS, the Parties have reached a settlement in principle of Plaintiff’s class
claims, as well as for his representative claim for civil penalties under the Private
Attorneys General Act (“PAGA”), and pursuant to the Parties’ settlement have agreed to

1 stipulate to Plaintiff's filing of a First Amended Complaint in the above-referenced matter
2 for purposes of settlement only;

3 **WHEREAS**, the First Amended Complaint which the Parties have agreed to file
4 for settlement purposes only is attached hereto as EXHIBIT 1;

5 **WHEREAS**, a "redline" comparison of changes between the original Complaint
6 and First Amended Complaint is attached hereto as EXHIBIT 2;

7 **WHEREAS**, for settlement purposes only, the Parties have agreed that Sergio
8 Garcia shall be added as a named plaintiff to this action;

9 **WHEREAS**, the Parties are in the process of finalizing a long form settlement
10 agreement to confirm the terms of the class and PAGA settlement, and counsel for
11 Plaintiff and Sergio Garcia (collectively, "Plaintiffs") will file a motion for preliminary
12 approval to be heard on May 18, 2021;

13 **WHEREAS**, pursuant to the terms of the Parties' settlement, if the Court does not
14 grant preliminary or final approval of the Parties' class and PAGA settlement, or if the
15 settlement does not proceed or is invalidated for any reason, Sergio Garcia agrees to
16 dismiss all claims he asserts in the First Amended Complaint without prejudice and within
17 three business days of the Court's order denying approval of the settlement or within three
18 business days of the settlement's termination or invalidation;

19 **WHEREAS**, pursuant to the terms of the Parties' settlement, if Sergio Garcia is
20 required to dismiss his claims without prejudice because the settlement does not proceed,
21 is invalidated, or is not approved by the Court, all applicable statutes of limitations for his
22 claims shall be tolled from March 15, 2021 to the filing date of a separate lawsuit under
23 PAGA or ten days after either Garcia or Defendants give notice of the termination of the
24 tolling agreement, whichever first occurs.

25 **WHEREAS**, Defendants reserve all challenges to the the First Amended
26 Complaint.

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1 **THEREFORE, IT IS HEREBY STIPULATED AND AGREED** that:

2 1. The First Amended Complaint shall be deemed filed as of the date that the
3 Court approves this Stipulation.

4 2. In light of the Parties' Settlement, Defendants shall not be required to respond
5 or answer the First Amended Complaint within 30 days; rather, only if the Court denies
6 preliminary or final approval of the Parties' class or PAGA settlement, shall Defendants then
7 have 30 days from the date of the Court's order denying approval to respond to the First
8 Amended Complaint.

9 3. Pursuant to the terms of the Parties' settlement, if the Court does not grant
10 preliminary or final approval of the Parties' class and PAGA settlement, or if the settlement
11 does not proceed or is invalidated for any reason, Sergio Garcia agrees to dismiss all claims he
12 asserts in the First Amended Complaint against Defendants without prejudice and within three
13 business days of the Court's order denying approval of the settlement or within three business
14 days of the settlement's termination or invalidation.

15 4. Pursuant to the terms of the Parties' settlement, if Sergio Garcia is required to
16 dismiss his claims without prejudice because the settlement does not proceed, is invalidated, or
17 is not approved by the Court, all applicable statutes of limitations for his claims shall be tolled
18 from March 15, 2021 to the filing date or the separate lawsuit or ten days after either Garcia or
19 Defendants give notice of the termination of the tolling agreement, whichever first occurs.

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5. Defendants reserve all challenges the First Amended Complaint.

Dated: April 2, 2021

THE LAW OFFICES OF DAVID R. GREIFINGER

By: DAVID R. GREIFINGER
Attorneys for Plaintiff BRET CHECKETTS

Dated: April 5, 2021

JACKSON LEWIS P.C.

By: ANDREA F. OXMAN
MICHAEL A. HOOD
JONATHAN D. KENT
Attorneys for Defendants ADVANCED
 VETERINARY SPECIALTY, INC.,
 ANDREA L. WELLS, MATT
 HERNANDEZ

1 **PROPOSED ORDER**

2 The Court having reviewed the foregoing Stipulation, and good cause appearing:

3 **IT IS HEREBY ORDERED** that:

4 1. For settlement purposes only, the First Amended Complaint attached hereto as
5 EXHIBIT 1 is deemed filed as of the date of this Order.

6 2. In light of the Parties' class and PAGA settlement, Defendants are not required
7 to respond or answer the First Amended Complaint within 30 days; rather, only if the Court
8 denies preliminary or final approval of the Parties' class or PAGA settlement, shall
9 Defendants then have 30 days from the date of the Court's order denying approval to respond
10 to the First Amended Complaint.

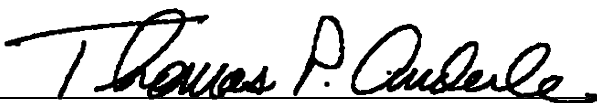
11 3. Pursuant to the terms of the Parties' settlement, if the Court does not grant
12 preliminary or final approval of the Parties' class and PAGA settlement, or if the settlement
13 does not proceed or is invalidated for any reason, Sergio Garcia agrees to dismiss all claims he
14 asserts against Defendants in the First Amended Complaint without prejudice and within three
15 business days of the Court's order denying approval of the settlement or within three business
16 days of the settlement's termination or invalidation.

17 4. Pursuant to the terms of the Parties' settlement, if Sergio Garcia is required to
18 dismiss his claims without prejudice because the settlement does not proceed, is invalidated, or
19 is not approved by the Court, all applicable statutes of limitations for his claims shall be tolled
20 from March 15, 2021 to the filing date or the separate lawsuit or ten days after either Garcia or
21 Defendants give notice of the termination of the tolling agreement, whichever first occurs.

22 5. Defendants reserve all of their rights to challenge the contents of the First
23 Amended Complaint and shall file a responsive pleading pursuant to the Code of Civil
24 Procedure.

25 **IT IS SO ORDERED.**

26 Dated: 04/07/2021



27 THE HONORABLE THOMAS P. ANDERLE

EXHIBIT 1

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*Attorneys for Plaintiff,
BRET CHECKETTS, SERGIO GARCIA
and the putative Class*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SANTA BARBARA – SOUTH COUNTY**

BRET CHECKETTS, an individual, on behalf
of himself, and on behalf of all persons
similarly situated; and SERGIO GARCIA, an
individual, on behalf of himself, and on behalf
of all persons similarly situated,

Plaintiffs,

vs.

ADVANCED VETERINARY SPECIALTY,
INC., a California corporation; ANDREA L.
WELLS, an individual; MATT HERNANDEZ,
an individual; and DOES 1 through 50
inclusive

Defendants.

Case No. 20CV03056

CLASS ACTION

**FIRST AMENDED CLASS ACTION
COMPLAINT & ENFORCEMENT
ACTION UNDER THE PRIVATE
ATTORNEYS GENERAL ACT,
CALIFORNIA LABOR CODE §§ 2698,
ET SEQ.:**

- 1. FAILURE TO PROPERLY
INSTITUTE AN ALTERNATIVE
WORKWEEK SCHEDULE [CAL.
LAB. CODE § 511]**
- 2. FAILURE TO PAY OVERTIME
COMPENSATION AND
LIQUIDATED DAMAGES [CAL.
LAB. CODE §§ 510, 1194, 1194.2,
and 1198];**
- 3. FAILURE TO PAY MINIMUM
WAGES AND LIQUIDATED
DAMAGES [CAL. LAB. CODE §§
1182.12, 1194; 1194.2; 1197; 1197.1;
and 1198 and 8 CAL. CODE REGS. §§
11050];**
- 4. FAILURE TO PROVIDE MEAL
PERIODS [CAL. LAB. CODE §§
226.7 and 512, and 8 CAL. CODE
REGS. §§ 11050];**
- 5. FAILURE TO PROVIDE REST
PERIODS [CAL. LAB. CODE §§
226.7 and 512, and 8 CAL. CODE
REGS. §§ 11050];**
- 6. FAILURE TO PROVIDE
ITEMIZED STATEMENTS AND
MAINTAIN ACCURATE**

- PAYROLL RECORDS [CAL. LAB. CODE §§ 226(a), 1174(d), and 1198];
7. VIOLATIONS OF THE CALIFORNIA OCCUPATIONAL SAFETY AND HEALTH ACT OF 1973 [CAL. LAB. CODE §§ 6300, et seq.];
 8. FAILURE TO PAY WAGES UPON TERMINATION OF EMPLOYMENT [CAL. LAB. CODE § 203];
 9. VIOLATION OF CALIFORNIA LABOR CODE § 558;
 10. FAILURE TO REIMBURSE BUSINESS EXPENSES [CAL. LAB. CODE §§ 2800, 2802];
 11. FAILURE TO PROVIDE ADEQUATE SEATING [CAL. LAB. CODE § 1198];
 12. UNFAIR COMPETITION [CAL. BUS. & PROF. CODE §§ 17200 et seq.]; and,
 13. CIVIL PENALTIES FOR VIOLATIONS OF THE CALIFORNIA LABOR CODE, PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT [CAL. LAB. CODE §§ 2698, et seq.]

DEMAND FOR A JURY TRIAL

Complaint filed: September 22, 2020
Trial Date: None Set

All allegations in this First Amended Complaint are based upon information and belief except for those allegations which pertain to the Plaintiffs named herein and his counsel. Each allegation has evidentiary support, or is likely to have evidentiary support, after a reasonable opportunity for further investigation and discovery.

I.

JURISDICTION AND VENUE

1. The Court has jurisdiction over this Complaint under CAL. CIV. PROC. CODE § 410.10. The action is brought under CAL. CIV. PROC. CODE. § 382, the procedural provisions of FED. RULES OF CIV. PROC., RULE 23, and CAL. BUS. & PROF. CODE §§ 17200 et seq. Plaintiffs bring this complaint on their own behalf, and on behalf of all persons in

1 the putative Class as defined in Paragraph 16 below, and as aggrieved employees on behalf
2 of all aggrieved employees.

3 2. Venue is proper in the Court pursuant to CAL. CIV. PROC. CODE §§ 395 and
4 395.5 because the claims made, and the CAL. LAB. CODE violations as against the persons
5 identified herein, occurred in the County of Santa Barbara, South County. Further, each of
6 the Defendants owned and operated their businesses in the County of Santa Barbara, South
7 County.

8 3. The Private Attorney Generals Act (“PAGA”) authorizes aggrieved employees
9 to sue directly as the proxy of the State of California for civil penalties for violations of
10 various provisions in the CAL. LAB. CODE.

11 II.

12 **THE PARTIES**

13 **PLAINTIFFS**

14 4. BRET CHECKETTS is, and at all material times mentioned was:

- 15 (a) An individual who resides in the County of Santa Barbara, California;
- 16 (b) Jointly employed as an hourly paid employee by ADVANCED
17 VETERINARY SPECIALTY, INC; ANDREA L. WELLS; MATT
18 HERNANDEZ; and/or DOES 1 through 50 (“DEFENDANTS”), from
19 on or about August 9, 2018 to on or about August 5, 2020;
- 20 (c) Was subjected to a non-compliant alternative workweek schedule;
- 21 (d) Was not properly paid for overtime hours worked;
- 22 (e) Was not properly paid minimum wages for hours worked;
- 23 (f) Did not receive compliant meal periods or meal period premiums;
- 24 (g) Did not receive compliant rest periods or rest period premiums;
- 25 (h) Did not receive accurate itemized wage statements;
- 26 (i) Was subjected to an unhealthy and unsafe workplace in violation of
27 the California Occupational Safety and Health Act of 1973;
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(j) When terminated from his employment, was not paid for overtime wages owed, minimum wages owed, and meal period wages owed, and rest period wages owed within the time limits prescribed by CAL.

LABOR CODE § 201

5. SERGIO GARCIA is, and at all material times mentioned was:

- (a) An individual who resides in Ventura County, California;
- (b) Jointly employed as an hourly paid employee by ADVANCED VETERINARY SPECIALTY, INC; ANDREA L. WELLS; MATT HERNANDEZ; and/or DOES 1 through 50 (“DEFENDANTS”), from on or about October 2019 to on or about May 2020;
- (c) Was subjected to a non-compliant alternative workweek schedule;
- (d) Was not properly paid for overtime hours worked;
- (e) Was not properly paid minimum wages for hours worked;
- (f) Did not receive compliant meal periods or meal period premiums;
- (g) Did not receive compliant rest periods or rest period premiums;
- (h) Did not receive accurate itemized wage statements;
- (i) Was subjected to an unhealthy and unsafe workplace in violation of the California Occupational Safety and Health Act of 1973;
- (j) Did not receive reimbursements for necessary business expenses incurred in the course and scope of his employment;
- (k) Did not receive adequate seating;
- (l) When terminated from his employment, was not paid for overtime wages owed, minimum wages owed, and meal period wages owed, and rest period wages owed within the time limits prescribed by CAL.

LABOR CODE § 201

6. BRET CHECKETTS and SERGIO GARCIA are referred to as “PLAINTIFFS” throughout this Complaint.

1 **DEFENDANTS**

2 7. PLAINTIFFS are informed and believe, and based upon that information and
3 belief allege, that Defendant ADVANCED VETERINARY SPECIALTY, INC., is, and at
4 all times mentioned was:

- 5 (a) A California corporation authorized to conduct business, and actually
6 conducting business, in Santa Barbara County, California;
- 7 (b) The owner and operator of a veterinary facility in Santa Barbara
8 County, California;
- 9 (c) Along with ANDREA L. WELLS, MATT HERNANDEZ, and DOES
10 1 through 50, inclusive, was the former joint employer of
11 PLAINTIFFS, the putative Class, and all aggrieved employees, as
12 ADVANCED VETERINARY SPECIALTY, INC., ANDREA L.
13 WELLS, MATT HERNANDEZ, and DOES 1 through 50 controlled
14 PLAINTIFFS', the putative Class', and all aggrieved employees'
15 wages, hours, working conditions, and how PLAINTIFFS, the
16 putative Class, and all aggrieved employees were paid;
- 17 (d) Failed to properly implement a compliant alternative workweek
18 schedule for PLAINTIFFS, the putative Class, and all aggrieved
19 employees;
- 20 (e) Failed to properly pay PLAINTIFFS, the putative Class, and all
21 aggrieved employees for overtime wages, for minimum wages, for
22 missed meal periods, for missed rest periods, failed to provide
23 PLAINTIFFS, the putative Class, and all aggrieved employees with
24 accurate itemized wage statements, failed to provide PLAINTIFFS,
25 the putative Class, and all aggrieved employees with a safe and
26 healthy workplace in violation of the California Occupational Safety
27 and Health Act of 1973, and failed to pay PLAINTIFFS, the putative
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Class, and all aggrieved employees for wages due upon termination.
Each of these transgressions violated the CAL. LAB. CODE.

- (f) Failed to provide SERGIO GARCIA, the putative Class, and aggrieved employees with reimbursement of necessary business expenses incurred in employees' course and scope of employment and failed to provide SERGIO GARCIA the putative Class, and aggrieved employees with adequate seating. Each of these transgressions violated the CAL. LAB. CODE.

8. PLAINTIFFS are informed and believe, and based upon that information and belief allege, that Defendant ANDREA L. WELLS is, and at all times mentioned was:

- (a) An individual who resides in Santa Barbara County, California;
- (b) The owner and operator of ADVANCED VETERINARY SPECIALITY, INC;
- (c) The owner and operator of a veterinary facility in Santa Barbara County, California;
- (d) Along with ADVANCED VETERINARY SPECIALTY, INC., MATT HERNANDEZ and DOES 1 through 50, inclusive, was the former joint employer of PLAINTIFFS, the putative Class, and all aggrieved employees, as ANDREA L. WELLS, ADVANCED VETERINARY SPECIALITY, INC, MATT HERNANDEZ and DOES 1 through 50 controlled PLAINTIFFS', the putative Class', and all aggrieved employees' wages, hours, working conditions, and how PLAINTIFFS, the putative Class, and all aggrieved employees were paid;
- (e) Failed to properly implement a compliant alternative workweek schedule for PLAINTIFFS, the putative Class, and all aggrieved employees;
- (f) Failed to properly pay PLAINTIFFS, the putative Class, and all aggrieved employees for overtime wages, for minimum wages, for

missed meal periods, for missed rest periods, failed to provide PLAINTIFFS, the putative Class, and all aggrieved employees with accurate itemized wage statements, failed to provide PLAINTIFFS, the putative Class, and all aggrieved employees, with a safe and healthy workplace in violation of the California Occupational Safety and Health Act of 1973, and failed to pay PLAINTIFFS, the putative Class, and all aggrieved employees for wages due upon termination. Each of these transgressions violated the CAL. LAB. CODE.

- (g) Failed to provide SERGIO GARCIA, the putative Class, and aggrieved employees with reimbursement of necessary business expenses incurred in employees' course and scope of employment and failed to provide SERGIO GARCIA the putative Class, and aggrieved employees with adequate seating. Each of these transgressions violated the CAL. LAB. CODE.

9. PLAINTIFFS are informed and believe, and based upon that information and belief allege, that Defendant MATT HERNANDEZ is, and at all times mentioned was:

- (a) An individual who resides in Santa Barbara County, California;
- (b) The owner and operator of ADVANCED VETERINARY SPECIALITY, INC.;
- (c) The owner and operator of a veterinary facility in Santa Barbara County, California;
- (d) Along with ADVANCED VETERINARY SPECIALTY, INC., ANDREA L. WELLS, and DOES 1 through 50, inclusive, was the former joint employer of PLAINTIFFS, the putative Class, and all aggrieved employees, as ANDREA L. WELLS, ADVANCED VETERINARY SPECIALITY, INC, MATT HERNANDEZ and DOES 1 through 50 controlled PLAINTIFFS', the putative Class', and all aggrieved employees' wages, hours, working conditions, and how

1 PLAINTIFFS, the putative Class, and all aggrieved employees were
2 paid;

3 (e) Failed to properly implement a compliant alternative workweek schedule
4 for PLAINTIFFS, the putative Class, and all aggrieved employees;

5 (f) Failed to properly pay PLAINTIFFS, the putative Class, and all
6 aggrieved employees for overtime wages, for minimum wages, for
7 missed meal periods, for missed rest periods, failed to provide
8 PLAINTIFFS, the putative Class, and all aggrieved employees with
9 accurate itemized wage statements, failed to provide PLAINTIFFS, the
10 putative Class, and all aggrieved employees with a safe and healthy
11 workplace in violation of the California Occupational Safety and Health
12 Act of 1973, and failed to pay PLAINTIFFS, the putative Class, and all
13 aggrieved employees for wages due upon termination. Each of these
14 transgressions violated the CAL. LAB. CODE.

15 (g) Failed to provide SERGIO GARCIA, the putative Class, and aggrieved
16 employees with reimbursement of necessary business expenses incurred
17 in employees' course and scope of employment and failed to provide
18 SERGIO GARCIA the putative Class, and aggrieved employees with
19 adequate seating. Each of these transgressions violated the CAL. LAB.
20 CODE.

21 10. ADVANCED VETERINARY SPECIALTY, INC, ANDREA L. WELLS,
22 MATT HERNANDEZ, and, DOES 1 through 50 are collectively referred to as
23 "DEFENDANTS" throughout this Complaint.

24 11. The true names and capacities, whether individual, corporate, subsidiary,
25 partnership, associate or otherwise of Defendant DOES 1 through 50, inclusive, are
26 unknown to the PLAINTIFFS, who therefore sue these Defendants by those fictitious
27 names under CAL. CIV. PROC. § 474. PLAINTIFFS will seek leave to amend the Complaint
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1 to allege the true names and capacities of DOES 1 through 50, inclusive, when they are
2 ascertained.

3 12. PLAINTIFFS are informed and believes, and based upon that information and
4 belief allege, that Defendant DOES 1 through 50 are persons, corporations or other entities
5 which reside in, or are otherwise doing business in the State of California. Each of the
6 Defendant DOES 1 through 50 was the managerial agent, employee, predecessor,
7 successor, joint-venturer, co-conspirator, alter ego and/or representative of one or more of
8 the other Defendants named herein, and acted with permission, authorization and/or
9 ratification and consent of other Defendants.

10 13. PLAINTIFFS are informed and believe, and based upon that information and
11 belief allege, that the Defendants named in this Complaint, including DOES 1 through 50,
12 inclusive, are responsible in some manner for one or more of the events and happenings
13 that proximately caused the injuries and damages hereinafter alleged.

14 14. PLAINTIFFS are informed and believe, and based upon that information and
15 belief allege, that the Defendants named in this Complaint, including DOES 1 through 50,
16 inclusive, are, and at all times mentioned herein were, the agents, servants, and/or
17 employees of each of the other Defendants, and that each Defendant was acting within the
18 course of scope of his, hers, or its authority as the agent, servant and/or employee of each
19 of the other Defendants. Consequently, all the Defendants are jointly and severally liable to
20 PLAINTIFFS, the putative Class, and all aggrieved employees for their damages sustained
21 as a proximate result of Defendants' conduct.

22 15. PLAINTIFFS are informed and believe, and based upon that information and
23 belief allege, that the Defendants named in this Complaint, including DOES 1 through 50,
24 inclusive, knowingly and willfully acted in concert, conspired and agreed together among
25 themselves and entered into a combination and systemized campaign of activity to *inter*
26 *alia* damage PLAINTIFFS, the putative Class, and all aggrieved employees and to
27 otherwise consciously and/or recklessly act in derogation of PLAINTIFFS', the putative
28 Class', and all aggrieved employees' rights, and the trust reposed by PLAINTIFFS, the

1 putative Class, and all aggrieved employees in each of the Defendants, the acts being
2 negligently and/or intentionally inflicted. Their conspiracy, and Defendants' concerted
3 actions, were such that, to PLAINTIFFS' information and belief, and to all appearances,
4 Defendants represented a unified body so that the actions of one Defendant were
5 accomplished in concert with, and with the knowledge, ratification, authorization and
6 approval of each of the other Defendants.

7 **ALTER-EGO ALLEGATIONS**

8 16. PLAINTIFFS are informed and believe, and based upon that information and
9 belief allege, that:

10 (a) ADVANCED VETERINARY SPECIALTY, INC, and DOES 1 through 50,
11 are, and at all relevant times were, mere shells without capital, assets, stock or
12 stockholders;

13 (b) Defendants ADVANCED VETERINARY SPECIALTY, INC, and DOES 1
14 through 50 are, and at all relevant times were, the alter ego of Defendants ANDREA L.
15 WELLS, MATT HERNANDEZ, and DOES 1 through 50, inclusive, and each of them, who
16 were the controlling shareholders, officers, and directors of ADVANCED VETERINARY
17 SPECIALTY, INC, and DOES 1 through 50;

18 (c) There is, and at all relevant times was, a unity of interest and/or ownership
19 between all of these Defendants so that any individuality or separateness between them has
20 ceased to exist in that ADVANCED VETERINARY SPECIALTY, INC, and DOES 1
21 through 50, inclusive were and are under their control and domination; and,

22 (d) ADVANCED VETERINARY SPECIALTY, INC, and DOES 1 through 50,
23 inclusive are, and at all relevant times were, completely controlled, dominated, managed
24 and operated by ANDREA L. WELLS, MATT HERNANDEZ, and Defendants DOES 1
25 through 50, inclusive, and each of them, so that ADVANCED VETERINARY
26 SPECIALTY, INC, and DOES 1 through 50 were mere shells, instrumentalities, and/or
27 conduits through which each of these Defendants conducted some or all of their/its
28 business. Adherence to the fiction of the separate existence of ADVANCED

VETERINARY SPECIALTY, INC, and DOES 1 through 50, inclusive as entities distinct from ANDREA L. WELLS, MATT HERNANDEZ, Defendants DOES 1 through 50, inclusive, or any of them, would permit an abuse of the corporate privilege and sanction fraud or promote injustice in that, among other things, it would enable each of these Defendants to avoid liability and to defraud his, her, or its creditors, the effect of which would be to render each Defendant financially unable to respond to a monetary judgment awarded against each or any of them in the action.

17. PLAINTIFFS and all persons employed by DEFENDANTS in California who received at least one wage statement are “aggrieved employees” as defined by CAL. LAB. CODE § 2699 in that they are all current or former employees of DEFENDANTS, and one or more of the alleged violations was committed against them.

III.

CLASS ALLEGATIONS

A. The Definition Of The Class

18. The Class (“the Class”) consists of:

All persons who are or were hourly paid employees of ADVANCED VETERINARY SPECIALTY, INC, ANDREA L. WELLS, and/or MATT HERNANDEZ, in the State of California, at any time during the period commencing on the date that is within four years prior to the filing of this complaint and continuing thereafter (the “Class Period”).

B. Maintenance Of The Action

19. PLAINTIFFS bring the action individually on behalf of all similarly situated persons under CAL. BUS. & PROF. CODE §§ 17203 and 17204 and CAL. CIV. PROC. CODE § 382.

C. The Class Requisites

20. At all material times, PLAINTIFFS were members of the putative Class.

21. This class action meets the statutory prerequisites for maintaining a class action under CAL. CIV. PROC. CODE § 382, in that:

- 1 (a) The persons who comprise the Class are so numerous that the joinder
2 of all those persons is impracticable and the disposition of their
3 claims as a class will benefit the parties and the court;
- 4 (b) Nearly all factual, legal, statutory, declaratory, and injunctive-relief
5 issues that are raised in this complaint are common to the Class and
6 will apply uniformly to every Class member;
- 7 (c) The claims of the representative Plaintiffs are typical of the claims of
8 each Class member. PLAINTIFFS, like all other putative Class
9 members, have sustained damages arising from DEFENDANTS'
10 violations of the laws of the State of California. PLAINTIFFS, and
11 the putative Class members, were and are similarly or identically
12 harmed by the same unlawful, deceptive, unfair, systematic and
13 pervasive pattern of misconduct engaged in by the DEFENDANTS;
- 14 (d) The representative Plaintiffs have, and will continue to, fairly and
15 adequately represent and protect the interests of the Class, and have
16 retained counsel who is competent and experienced in class action
17 litigation. There are no material conflicts between the claims of the
18 representative Plaintiffs and the Class members that would make class
19 certification inappropriate. Counsel for the Class will vigorously
20 assert the claims of all Class members.

21 22. The persons who comprise the Class are so numerous that joining all of them
22 is impracticable, and jointly adjudicating their claims will benefit the parties and the court.
23 PLAINTIFFS' claims are typical of the claims of the Class that PLAINTIFFS seek to
24 represent. PLAINTIFFS will fairly and adequately protect the interests of the Class that he
25 seeks to represent. PLAINTIFFS do not have any interests that are antagonistic to the Class
26 that they seek to represent. Counsel for PLAINTIFFS are experienced, qualified, and
27 generally able to conduct complex class action litigation.

28 23. The Court should permit the action to be maintained as a class action under

CAL. CIV. PROC. CODE § 382 because:

- (a) The questions of law and fact common to the Class predominate over any question affecting only individual members;
- (b) A class action is superior to any other available method for fairly and efficiently adjudicating the claims of the Class;
- (c) The Class members are so numerous that it is impractical to bring all of them before the Court;
- (d) PLAINTIFFS and the other Class members will not be able to obtain effective and economic legal redress unless the action is maintained as a class action;
- (e) There is a community of interest in obtaining appropriate legal and equitable relief for the statutory violations, and in obtaining adequate compensation for the damages and injuries for which DEFENDANTS are responsible in an amount sufficient to adequately compensate the Class members;
- (f) Without Class certification, the prosecution of separate actions by individual Class members would create a risk of:
 - i. Inconsistent or varying adjudications for individual Class members that would establish incompatible standards of conduct for DEFENDANTS; and/or,
 - ii. Adjudications for individual Class members that would, as a practical matter, dispose of other non-party members' interests, or that would substantially impair or impede the non-parties' ability to protect their interests, by, for example, potentially exhausting the funds available from DEFENDANTS; and,
- (g) DEFENDANTS have acted or refused to act on grounds generally applicable to the Class, making final injunctive relief appropriate for the Class as a whole.

24. PLAINTIFFS contemplate eventually issuing notice to the proposed Class members that would set forth the subject and nature of the action. The DEFENDANTS' own business records may be utilized for assisting to prepare and issue the contemplated notice. To the extent that any further notices may be required, PLAINTIFFS would contemplate using additional media and/or mailings.

IV.

PAGA REPRESENTATIVE ALLEGATIONS

25. At all times herein set forth, PAGA provides that any provision of law under the CAL. LAB. CODE and applicable IWC Wage Order that provides for a civil penalty to be assessed and collected by the LWDA for violations of the CAL. LAB. CODE and applicable IWC Wage Order may, as an alternative, be recovered by aggrieved employees in a civil action brought on behalf of themselves and other current or former employees pursuant to procedures outlined in CAL. LAB. CODE § 2699.3.

26. PAGA defines an “aggrieved employee” in Labor Code section 2699(c) as “any person who was employed by the alleged violator and against whom one or more of the alleged violations was committed.”

27. PLAINTIFFS and other current and former employees of DEFENDANTS are “aggrieved employees” as defined by Labor Code section 2699(c) in that they are all Defendants’ current or former employees and one or more of the alleged violations were committed against them.

28. On September 15, 2020, BRET CHECKETTS provided written notice by online filing to the LWDA and by Certified Mail to DEFENDANTS of the specific provisions of the California Labor Code alleged to have been violated, including facts and theories to support the alleged violations, in accordance with CAL. LAB. CODE § 2699.3. BRET CHECKETTS's notice was accompanied with the applicable filing fee of seventy-five dollars (\$75). The LWDA PAGA Administrator confirmed receipt of BRET CHECKETTS's written notice and assigned BRET CHECKETTS the PAGA Case Number LWDA-CM-806380-20.

1 29. On December 30, 2020, SERGO GARCIA provided written notice by online filing
2 to the LWDA and by Certified Mail to DEFENDANTS of the specific provisions of the
3 California Labor Code alleged to have been violated, including facts and theories to support the
4 alleged violations, in accordance with CAL. LAB. CODE § 2699.3. SERGO GARCIA's notice
5 was accompanied with the applicable filing fee of seventy-five dollars (\$75). The LWDA
6 PAGA Administrator confirmed receipt of SERGO GARCIA's written notice and assigned
7 SERGO GARCIA the PAGA Case Number LWDA-CM-817488-20.

8 30. PLAINTIFFS have satisfied the administrative prerequisites under CAL. LAB.
9 CODE §§ 2699.3(a) and 2699.3(c) to recover civil penalties against DEFENDANTS for
10 violations of CAL. LAB. CODE §§ 201, 202, 203, 226, 226.7, 227.3, 510, 512, 558, 1174, 1194,
11 1194.2, 1198, 2800, 2802, 6300, 6400, 6401.7, 6402, 6403, and 6404, and the applicable
12 regulations.

13 31. CAL. LAB. CODE § 558(a) provides, "Any employer or other person acting on
14 behalf of an employer who violates, or causes to be violated, a section of this chapter or any
15 provision regulating hours and days of work in any order of the Industrial Welfare Commission
16 shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for
17 each underpaid employee for each pay period for which the employee was underpaid.... (2) For
18 each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each
19 pay period for which the employee was underpaid...." Labor Code section 558(d) provides,
20 "The civil penalties provided for in this section are in addition to any other civil or criminal
21 penalty provided by law."

22 32. DEFENDANTS, at all times relevant to this complaint, were employers or persons
23 acting on behalf of an employer(s) who violated PLAINTIFFS' and other aggrieved employees'
24 rights by violating various sections of the CAL. LAB. CODE as set forth above.

25 33. As set forth below, DEFENDANTS have violated numerous provisions of both the
26 CAL. LAB. CODE sections regulating hours and days of work as well as the applicable IWC
27 Wage Order.
28

34. Pursuant to PAGA, and in particular, CAL. LAB. CODE §§ 2699(a), 2699.3(a), 2699.3(c), and 2699.5, and section 558, PLAINTIFFS, acting in the public interest as private attorneys generals, seek assessment and collection of civil penalties for themselves, all other aggrieved employees, and the State of California against DEFENDANTS for violations of CAL. LAB. CODE §§ 201, 202, 203, 226, 226.7, 227.3, 510, 512, 558, 1174, 1194, 1194.2, 1198, 2800, 2802, 6300, 6400, 6401.7, 6402, 6403, and 6404, and the applicable regulations.

V.

THE CONDUCT

35. DEFENDANTS operate a veterinary facility in Santa Barbara County, California.

36. DEFENDANTS’ business requires the use of “non-exempt” employees as defined by the California Labor Code and IWC Wage Order No. 5-2001 (as amended), including registered veterinary technicians, veterinary assistants, technician assistants, client-patient liaisons, janitors, receptionists, and other support and office staff.

37. DEFENDANTS jointly employed BRET CHECKETTS from on or about August 9, 2018, to on or about August 5, 2020, as a registered veterinary technician.

38. From August 2018 to March 2020, BRET CHECKETTS regularly worked from 8:00 a.m. to 7:00 p.m., or 7:00 a.m. to 6:00 p.m. on Friday through Monday, or from Saturday through Tuesday. Beginning in March 2020, DEFENDANTS changed BRET CHECKETTS's hours to 7:00 a.m. to 6:00 p.m., Friday through Sunday. DEFENDANTS also kept BRET CHECKETTS "on call" from 7:00 p.m. to 7:00 a.m. each Friday, Saturday, and Sunday. BRET CHECKETTS's pay was \$27 per hour during his regular shifts when his employment with DEFENDANTS ended. When BRET CHECKETTS was on call, DEFENDANTS paid BRET CHECKETTS \$15 for an entire shift and an additional \$150 when he assisted with a surgery. Each surgery would typically last for 3.5 to 4.5 hours. BRET CHECKETT's job duties included, among other things, monitoring veterinary patient vital signs, obtaining diagnostic samples, performing x-rays, and assisting with surgeries at DEFENDANT's veterinary facilities.

1 39. DEFENDANTS jointly employed SERGIO GARCIA from on or about October
2 2019, to on or about May 2020, as a doctor's assistant.

3 40. From October 2019 to March 2020, SERGIO GARCIA typically worked from
4 7:00 a.m. to 6:00 p.m. on Sunday through Wednesday. Beginning in March 2020,
5 DEFENDANTS changed SERGIO GARCIA's hours to 7:00 a.m. to 6:00 p.m., Friday
6 through Sunday. When SERGIO GARCIA's employment with DEFENDANTS ended, his
7 pay was \$21.00 per hour.

8 41. SERGIO GARCIA's job duties included, without limitation, performing
9 estimates, sending patient records to other veterinary providers, facilitating patient visits
10 with owners, assisting with patient discharges, filling medications, taking payments, and
11 answering phone calls at DEFENDANTS' veterinary facilities.

12 42. During PLAINTIFFS', the putative Class', and all aggrieved employees'
13 employment, DEFENDANTS exercised complete and unfettered control over
14 PLAINTIFFS', the putative Class', and all aggrieved employees' work schedules; their
15 hours worked; their rate of pay and method of payment; dictated how PLAINTIFFS, the
16 putative Class, and all aggrieved employees would actually perform their job duties; and
17 dictated when PLAINTIFFS, the putative Class, and all aggrieved employees could or
18 could not take lunch or rest breaks. PLAINTIFFS, the putative Class, and all aggrieved
19 employees could not exercise discretion and independent judgment in performing their
20 tasks. PLAINTIFFS, the putative Class, and all aggrieved employees had to obtain approval
21 on all actions they took on their jobs. Additionally, DEFENDANTS did not pay
22 PLAINTIFFS, the putative Class, and all aggrieved employees salaries twice the state
23 minimum wage for full-time employment. CAL. CODE REGS. § 11050, including the
24 applicable California Wage Order apply to PLAINTIFFS, the putative Class, and all
25 aggrieved employees. PLAINTIFFS, the putative Class, and all aggrieved employees were
26 not exempt employees or independent contractors.

27 43. CAL. LAB. CODE § 511 provides that, in order for an alternative work-week
28 schedule, such as a work-week schedule that includes ten-hour work days without the

1 payment of overtime wages, to be valid, an employer must follow a precise implementation
2 procedure including notice to employees, a secret employee ballot, and reporting of the
3 results of the secret ballot to the Division of Labor Standards Enforcement.

4 44. During PLAINTIFFS', the putative Class', and all aggrieved employees'
5 employment, DEFENDANTS failed to properly implement a compliant alternative
6 workweek schedule by, *inter alia*, failing to provide notice to affected employees of the
7 effects of an alternative workweek schedule prior to the required secret-ballot election,
8 failing to conduct a secret-ballot election where DEFENDANTS would need to obtain two
9 thirds approval from affected employees in any identifiable work unit, and failing to report
10 the results of any secret-ballot election to the Department of Labor Standards Enforcement.

11 45. During PLAINTIFFS', the putative Class', and all aggrieved employees
12 employment, DEFENDANTS failed to properly pay PLAINTIFF, the putative Class, and
13 all aggrieved employees for overtime hours worked.

14 46. CAL. LAB. CODE § 510 provides that employees in California shall not be
15 employed more than 8 hours in any workday or 40 hours in a workweek unless they receive
16 additional compensation beyond their regular wages in amounts specified by law.

17 47. CAL. LAB. CODE. §§ 1182.12, 1194, 1194.2, 1197, 1197.1, and 1198 require
18 employers to pay employees the minimum wage fixed by the California Industrial Welfare
19 Commission. The payment of a lesser wage than the minimum so fixed is unlawful.

20 48. During PLAINTIFFS', the putative Class', and all aggrieved employees'
21 employment, DEFENDANTS failed to properly pay PLAINTIFF, the putative Class, and
22 all aggrieved employees minimum wages for all hours worked.

23 49. DEFENDANTS failed to permit PLAINTIFFS, the putative Class, and all
24 aggrieved employees to take code-complaint meal periods.

25 50. DEFENDANTS regularly failed to provide PLAINTIFFS, the putative Class,
26 and all aggrieved employees with code-compliant thirty (30) minute meal periods during
27 shifts in excess of five (5) hours, and a second meal period of at least thirty (30) minutes
28 during shifts in excess of ten (10) hours. When meal periods were provided, they were

1 shorter in duration than 30 minutes or were interrupted. DEFENDANTS effectively
2 maintained control over PLAINTIFFS, the putative Class, and all aggrieved employees
3 during the meal periods that were provided. On each day where a code-compliant thirty
4 (30) minute meal period was not provided to PLAINTIFFS, the putative Class, and all
5 aggrieved employees, DEFENDANTS failed to pay PLAINTIFFS, the putative Class, and
6 all aggrieved employees one additional hour of pay at their regular rates of pay.

7 51. DEFENDANTS refused to allow PLAINTIFFS, the putative Class, and all
8 aggrieved employees to take code-complaint rest periods.

9 52. DEFENDANTS did not provide PLAINTIFFS, the putative Class, and all
10 aggrieved employees with a code compliant 10-minute net rest period for every four (4)
11 hours or major fraction thereof worked. Where rest periods were provided, they were
12 shorter in duration than 10 minutes, were interrupted, or were not provided every four (4)
13 hours or major fraction thereof worked. DEFENDANTS effectively maintained control
14 over PLAINTIFFS, the putative Class, and all aggrieved employees during rest periods that
15 were provided. On each day when code-compliant ten (10) minute rest periods were not
16 provided to PLAINTIFFS, the putative Class, and all aggrieved employees, DEFENDANTS
17 failed to pay PLAINTIFFS, the putative Class, and all aggrieved employees one additional
18 hour of pay at their regular rates of pay.

19 53. Under California law, an employee who works more than 4 hours or major
20 fraction thereof is entitled to a compensated rest period of 10 minutes. An employee who
21 works more than 5 hours in a day is entitled to a meal period of at least 30 minutes, and a
22 second meal period of at least 30 minutes if he or she works more than 10 hours in a
23 workday. (CAL. LAB. CODE § 512(a).) An employer that fails to provide a rest or meal
24 period that satisfies the requirements of the applicable IWC Wage Order 5-2001 (as
25 amended) must pay a premium to the employee of one additional hour of pay at the
26 employee's regular rate for each day that a meal or rest period was not provided. (CAL.
27 LAB. CODE § 226.7(b).)

28 54. The wage statements that DEFENDANTS provided to PLAINTIFFS, the

1 putative Class, and all aggrieved employees did not conform with CALIFORNIA LABOR
2 CODE § 226 as those wage statements failed to accurately reflect PLAINTIFFS', the
3 putative Class', and all aggrieved employees' hours worked, including overtime wages,
4 minimum wages, missed meal periods, and rest periods, and failed to state the correct rate
5 of pay.

6 55. DEFENDANTS forced PLAINTIFFS, the putative Class, and all aggrieved
7 employees to work in deplorable, unsafe, and unhealthy conditions, and without personal
8 protective equipment, all in violation of California Occupational Safety and Health Act of
9 1973 and the CALIFORNIA CODE OF REGULATIONS. In the course of his duties at
10 DEFENDANTS' facilities, BRET CHECKETTS, the putative Class, and all aggrieved
11 employees frequently performed radiologic imaging, including x-ray imaging, of veterinary
12 patients. DEFENDANTS placed BRET CHECKETTS, the putative Class, and all aggrieved
13 employees at risk of exposure to radiologic imaging radiation as DEFENDANTS never
14 inspected x-ray protective aprons and gloves for damage at appropriate intervals.
15 DEFENDANTS also never replaced x-ray aprons and gloves and it is believed that
16 DEFENDANTS have used the same x-ray aprons and gloves since their facilities opened.
17 Additionally, DEFENDANTS did not ensure that its employees wore proper radiation-
18 exposure badges and / or did not replace the radiation-exposure badges at appropriate
19 intervals.

20 56. DEFENDANTS wrongfully placed PLAINTIFFS, the putative Class, and all
21 aggrieved employees at risk of exposure to chemotherapy radiation as there were no separate
22 laundry facilities for soiled clothing and other linens exposed to chemotherapy radiation at
23 DEFENDANTS' premises. Also, there was no signage outside of the chemotherapy room on
24 DEFENDANTS' premises warning PLAINTIFFS, the putative Class, and all aggrieved
25 employees of this hazardous area.

26 57. DEFENDANTS exposed PLAINTIFFS, the putative Class, and all aggrieved
27 employees to other hazardous conditions, including loud noises from many dogs barking in
28 confined spaces. DEFENDANTS never provided PLAINTIFFS, the putative Class, and all

1 aggrieved employees with hearing protection to mitigate these deafening noises.
2 DEFENDANTS allowed non-certified staff to operate ethylene oxide gas within
3 DEFENDANTS' building, exposing all of DEFENDANTS' employees to this hazardous gas.
4 DEFENDANTS failed to repair broken electrical outlets and electrical covers, and improperly
5 stored heavy boxes that had a risk of falling on employees at its premises. DEFENDANTS
6 failed to provide SERGIO GARCIA, the putative Class, and aggrieved employees with a
7 weightlifting belt or other tools to assist with lifting heavy boxes and items weighing from 50 to
8 70 pounds.

9 58. During the COVID-19 pandemic, DEFENDANTS failed to properly protect their
10 employees from exposure to COVID-19 infected clients. Families of up to six people without
11 face coverings were allowed into confined spaces within the hospital to accompany their pets
12 while PLAINTIFFS, the putative Class, and all aggrieved employees cared for those pets.

13 59. As evidenced by the conduct discussed, *supra*, DEFENDANTS clearly failed to
14 properly assess its workplace for hazardous conditions and implement a proper and effective
15 written injury-prevention program to protect PLAINTIFFS, the putative Class, and all aggrieved
16 employees from workplace hazards.

17 60. DEFENDANTS' conduct flagrantly violated, among other laws, the California
18 Occupational Safety and Health Act of 1973 (CALIFORNIA LABOR CODE §§ 6300, *et. seq.*)
19 and the CALIFORNIA CODE OF REGULATIONS. The California Occupational Safety and Health
20 Act of 1973 requires employers to, inter alia, furnish employment and a place of
21 employment that is safe and healthful for the employees, to establish, implement, and
22 maintain a written and effective injury prevention program, to provide and use safety
23 devices and safeguards reasonably adequate to render the employment and place of
24 employment safe, and to assess the workplace to determine if hazards are present which
25 necessitate the use of personal protective equipment and then select, purchase, and have
26 each affected employee use, the types of personal protective equipment that will protect the
27 affected employees from the hazards identified in the hazard assessment.

28 61. CAL. LAB. CODE § 201(a) provides that a discharged employee's unpaid wages

1 are due and payable immediately. Under CAL. LAB. CODE § 202(a), when an employee not
2 having a written contract for a definite period is terminated, his or her wages become
3 immediately due and payable. CAL. LAB. CODE § 203(a) provides, “If an employer willfully
4 fails to pay, without abatement or reduction, in accordance with Sections [201 and 202],
5 any wages of an employee who is discharged or who quits, the wages of the employee shall
6 continue as a penalty from the due date thereof at the same rate until paid or until an action
7 therefore is commenced; but the wages shall not continue for more than 30 days.”

8 62. As a result, under CAL. LAB. CODE § 203, PLAINTIFFS, the putative Class,
9 and all aggrieved employees are entitled to one day’s wages for each day they were not
10 timely paid all wages due, up to a maximum of 30 days’ wages. Because DEFENDANTS
11 failed to pay overtime wages, minimum wages, and meal and rest period wages to
12 PLAINTIFFS, the putative Class, and all aggrieved employees, each of these individuals
13 whose employment has been terminated during the applicable statutory period, including
14 PLAINTIFFS, are entitled to 30 days’ wages.

15 63. CAL. LAB. CODE § 1198 makes it illegal to employ an employee under
16 conditions of labor that are prohibited by the applicable wage order. California Code of
17 Regulations, Title 8, section 11050(14)(A) provides that all working employees shall be
18 provided with suitable seats when the nature of the work reasonably permits the use of
19 seats.” California Code of Regulations, Title 8, section 11050(14)(B) provides that [w]hen
20 employees are not engaged in the active duties of their employment and the nature of the
21 work requires standing, an adequate number of suitable seats shall be placed in reasonable
22 proximity to the work area and employees shall be permitted to use such seats when it does
23 not interfere with the performance of their duties.

24 64. DEFENDANTS did not properly reimburse SERGIO GARCIA, the putative
25 Class, and other aggrieved employees for all necessary expenditures incurred in the course
26 and scope of SERGIO GARCIA’s, the putative Class’, and other aggrieved employees’
27 employment, as required by CAL. LAB. CODE §§ 2800 and 2802. Necessary unreimbursed
28 business-related expenses include, but were not limited to SERGIO GARCIA, the putative

1 Class, and other aggrieved employees purchases and use of uniforms as required by
2 DEFENDANTS.

3 65. DEFENDANTS failed to provide adequate seating to SERGIO GARCIA, the
4 putative Class, and other aggrieved employees while they were on and off duty.
5 DEFENDANTS forced SERGIO GARCIA, the putative Class, and other aggrieved
6 employees to sit at an unreasonably high ledge in DEFENDANTS' treatment area.
7 DEFENDANTS provided flimsy, regular-height desk chairs to SERGIO GARCIA, the
8 putative Class, and other aggrieved employees for when they worked at the high ledge in
9 the treatment area. As a result of the ergonomic unsuitability of the chairs for the work
10 area, SERGIO GARCIA suffered pain in his wrists and transient paresthesia in his legs
11 during every shift. SERGIO GARCIA, the putative Class, and other aggrieved employees
12 were forced to work without adequate seating for the majority of their shifts.

13 **FIRST CAUSE OF ACTION**

14 **FOR FAILURE TO PROPERLY INSTITUTE AN ALTERNATIVE WORKWEEK**

15 **SCHEDULE**

16 **[CAL. LAB. CODE §§ 511]**

17 **(By PLAINTIFFS, On Their Own Behalves, On Behalf Of All Employees Similarly**
18 **Situated, and Against All DEFENDANTS)**

19 66. PLAINTIFFS and the putative Class repeat and re-allege paragraphs 1 through 65,
20 inclusive, of this Complaint and they are incorporated herein by this reference.

21 67. Under the applicable IWC Wage Order 5-2001 (as amended), DEFENDANTS
22 were the joint employers of PLAINTIFFS, and the putative Class.

23 68. CALIFORNIA LABOR CODE § 511(a) provides that, in order for an alternative
24 work-week schedule, such as a work-week schedule that includes ten-hour work days
25 without the payment of overtime wages, to be valid, an employer must follow a precise
26 implementation procedure including notice to employees, and a secret employee ballot:

27 Upon the proposal of an employer, the employees of an employer may
28 adopt a regularly scheduled alternative workweek that authorizes

work by the affected employees for no longer than 10 hours per day within a 40-hour workweek without the payment to the affected employees of an overtime rate of compensation pursuant to this section. A proposal to adopt an alternative workweek schedule shall be deemed adopted only if it receives approval in a secret ballot election by at least two-thirds of affected employees in a readily identifiable work unit. The regularly scheduled alternative workweek proposed by an employer for adoption by employees may be a single work schedule that would become the standard schedule for workers in the work unit, or a menu of work schedule options, from which each employee in the unit would be entitled to choose.

Notwithstanding subdivision (c) of Section 500, the menu of work schedule options may include a regular schedule of eight-hour days that are compensated in accordance with subdivision (a) of Section 510. Employees who adopt a menu of work schedule options may, with employer consent, move from one schedule option to another on a weekly basis.

69. CALIFORNIA LABOR CODE § 511(e) provides that the results of an alternative workweek election shall be reported by the employer to the Division of Labor Standards Enforcement within 30 days after the results are final.

70. 8 CAL. CODE REGS. § 11050(3)(B)(1) provides, “No employer shall not be deemed to have violated the daily overtime provisions by instituting, pursuant to the election procedures set forth in this wage order, a regularly scheduled alternative workweek schedule of not more than ten (10) hours per day within a 40 hour workweek without the payment of an overtime rate of compensation....”

71. 8 CAL. CODE REGS. § 11050(3)(C) provides the various alternative workweek schedule election procedures that an employer must follow in order for an alternative workweek schedule to be compliant: Election procedures for the adoption and repeal of alternative workweek schedules require the following:

(1) Each proposal for an alternative workweek schedule shall be in the form of a written agreement proposed by the employer. The proposed agreement must designate a regularly scheduled alternative workweek in which the specified number of workdays and work hours are regularly recurring. The actual days worked within that alternative workweek schedule need not be specified. The employer may propose a single work schedule that would become the standard schedule for workers in the work unit, or a menu of work schedule options, from

1 which each employee in the unit would be entitled to choose. If the
2 employer proposes a menu of work schedule options, the employee
3 may, with the approval of the employer, move from one menu option
4 to another.

5 (2) In order to be valid, the proposed alternative workweek schedule
6 must be adopted in a secret ballot election, before the performance of
7 work, by at least a two-thirds (2/3) vote of the affected employees in
8 the work unit. The election shall be held during regular working hours
9 at the employees' work site. For purposes of this subsection, "affected
10 employees in the work unit" may include all employees in a readily
11 identifiable work unit, such as a division, a department, a job
12 classification, a shift, a separate physical location, or a recognized
13 subdivision of any such work unit. A work unit may consist of an
14 individual employee as long as the criteria for an identifiable work
15 unit in this subsection is met.

16 (3) Prior to the secret ballot vote, any employer who proposed to
17 institute an alternative workweek schedule shall have made a
18 disclosure in writing to the affected employees, including the effects
19 of the proposed arrangement on the employees' wages, hours, and
20 benefits. Such a disclosure shall include meeting(s), duly noticed,
21 held at least fourteen (14) days prior to voting, for the specific
22 purpose of discussing the effects of the alternative workweek
23 schedule. An employer shall provide that disclosure in a non-English
24 language, as well as in English, if at least five (5) percent of the
25 affected employees primarily speak that non-English language. The
26 employer shall mail the written disclosure to employees who do not
27 attend the meeting. Failure to comply with this paragraph shall make
28 the election null and void.

(4) Any election to establish or repeal an alternative workweek
schedule shall be held at the work site of the affected employees. The
employer shall bear the costs of conducting any election held pursuant
to this section. Upon a complaint by an affected employee, and after
an investigation by the Labor Commissioner, the Labor Commissioner
may require the employer to select a neutral third party to conduct the
election.

...

(6) Only secret ballots may be cast by affected employees in the work
unit at any election held pursuant to this section. The results of any
election conducted pursuant to this section shall be reported by the
employer to the Division of Labor Statistics and Research within 30
days after the results are final, and the report of election results shall
be a public document. The report shall include the final tally of the

1 vote, the size of the unit, and the nature of the business of the
2 employer.

3 72. While employed by DEFENDANTS, PLAINTIFFS, and the putative Class worked
4 10- hour shifts, four days per week. DEFENDANTS implemented these non-compliant
5 alternative workweek schedules without following any of the procedures required by the
6 CALIFORNIA LABOR CODE or the CAL. CODE REGS.

7 73. DEFENDANTS never made any disclosures to affected employees regarding the
8 effects of the proposed alternative workweek schedule prior to the time a secret-ballot election
9 was required. DEFENDANTS never conducted a secret- ballot election and consequently did
10 not obtain the requisite two thirds approval from affected employees in any identifiable work
11 unit. As no election was held, DEFENDANTS failed to report the results of any secret-ballot
12 election to the Department of Labor Standards Enforcement. As a result, the Department of
13 Industrial Relations has no record of any alternative workweek elections by employees of
14 DEFENDANTS in the Alternative Workweek Elections Database.

15 74. Because DEFENDANTS failed to properly implement compliant alternative
16 workweek schedules for PLAINTIFFS, and the putative Class, DEFENDANTS' alternative
17 workweek schedules are invalid and DEFENDANTS have violated all applicable daily overtime
18 wage and minimum- wage payment requirements for PLAINTIFFS, and the putative Class.

19 75. PLAINTIFFS, individually, and on behalf of the putative Class, seek to
20 recover overtime wages and minimum wages according to proof, interest, and the
21 assessment of all applicable statutory penalties against DEFENDANTS, in a sum as
22 provided by the CAL. LAB. CODE and/or other statutes. PLAINTIFFS, individually, and on
23 behalf of the putative Class, seek to recover liquidated damages as provided by CAL. LAB.
24 CODE § 1194.2, and reasonable attorneys' fees and costs.

25 ///

26 ///

27 ///

SECOND CAUSE OF ACTION
FOR FAILURE TO PAY OVERTIME COMPENSATION AND LIQUIDATED
DAMAGES

[CAL. LAB. CODE §§ 510, 1194, 1194.2 and 1198]

**(By PLAINTIFFS, On Their Own Behalves, On Behalf Of All Employees Similarly
Situated, and Against All DEFENDANTS)**

76. PLAINTIFFS and the putative Class repeat and re-allege paragraphs 1 through 75, inclusive, of this Complaint and they are incorporated herein by this reference.

77. Under the applicable IWC Wage Order 5-2001 (as amended), DEFENDANTS were the joint employers of PLAINTIFFS, and the putative Class.

78. CAL. LAB. CODE § 510 provides that employees in California shall not be employed more than 8 hours in any workday or 40 hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

79. CAL. CODE REGS. § 11050(3)(A)(3) provides that overtime hours shall be compensated at: (a) One and one-half (1 ½) times the employee's regular rate of pay for all hours worked in excess of eight (8) hours up to and including 12 hours in any workday, and for the first eight (8) hours worked on the seventh (7th) consecutive day of work in a workweek; and (b) Double the employee's regular rate of pay for all hours worked in excess of 12 hours in any workday and for all hours worked in excess of eight (8) hours on the seventh (7th) consecutive day of work in a workweek.

80. CAL. LAB. CODE § 1194 establishes an employee's right to recover unpaid overtime compensation, interest thereon, together with the costs of suit, and attorneys' fees. CAL. LAB. CODE § 1198 states that the employment of an employee for longer hours than those fixed by the Industrial Welfare Commission is unlawful.

81. CAL. LAB. CODE § 1194.2 establishes an employee's right to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon in an action for payment of a wage less than the minimum wage fixed by the Industrial Welfare Commission or by statute.

82. At all times relevant hereto, PLAINTIFFS, and the putative Class worked more than 8 hours in a workday and/or 40 hours in a workweek as employees of DEFENDANTS. At all times relevant hereto, PLAINTIFFS, and the putative Class were paid on an hourly basis.

83. At all times relevant hereto, DEFENDANTS failed to pay overtime compensation to PLAINTIFFS, and the putative Class for the hours they worked in excess of maximum hours permissible by law as required by CAL. LAB. CODE §§ 510, 1194, and 1198.

84. DEFENDANTS acted intentionally, oppressively, and maliciously toward PLAINTIFFS, and the putative Class, with a conscious disregard of their rights, or the consequences to them, with the intent of depriving them of property and legal rights and otherwise causing them injury. By virtue of DEFENDANTS' unlawful failure to pay overtime wages, PLAINTIFFS, and the putative Class have suffered, and will continue to suffer, damages in the amounts which are presently unknown to them but which exceed the jurisdictional limits of the court and which will be ascertained according to proof at trial.

85. PLAINTIFFS, individually, and on behalf of the putative Class, seek to recover overtime wages according to proof, interest, as well as the assessment of all applicable statutory penalties against DEFENDANTS, in a sum as provided by the CAL. LAB. CODE and/or other statutes. PLAINTIFFS, individually, and on behalf of the putative Class, also seek to recover liquidated damages as provided by CAL. LAB. CODE § 1194.2, and reasonable attorneys' fees and costs.

THIRD CAUSE OF ACTION

FOR FAILURE TO PAY MINIMUM WAGES AND LIQUIDATED DAMAGES

[CAL. LAB. CODE §§ 1182.12, 1194; 1194.2; 1197; 1197.1; 1198]

(By BRET CHECKETTS, on his own behalf and on behalf of all employees similarly situated, and Against All DEFENDANTS)

86. BRET CHECKETTS and the putative Class repeat and re-allege paragraphs 1 through 85, inclusive, of this Complaint and they are incorporated herein by this reference.

1 87. Under the applicable IWC Wage Order 5-2001 (as amended), DEFENDANTS
2 were the joint employers of BRET CHECKETTS, and the putative Class.

3 88. CAL. LAB. CODE §§ 1182.12, 1197, and 1197.1 require employers to pay
4 employees the minimum wage fixed by the California Industrial Welfare Commission. The
5 payment of a lesser wage than the minimum so fixed is unlawful.

6 89. Compensable work time is defined in Industrial Wage Order No. 5 as “the time
7 during which an employee is subject to the control of an employer, and includes all the
8 time the employee is suffered or permitted to work, whether or not required to do so.” (8
9 CAL. CODE REGS. §§ 11050(2)(K) [defining “Hours Worked”]).

10 90. CAL. LAB. CODE § 1194 establishes an employee’s right to recover unpaid
11 wage compensation, interest thereon, together with the costs of suit, and attorneys’ fees.

12 91. CAL. LAB. CODE § 1194.2 establishes an employee’s right to recover liquidated
13 damages in an amount equal to the wages unlawfully unpaid and interest thereon in an
14 action for payment of a wage less than the minimum wage fixed by the Industrial Welfare
15 Commission or by statute.

16 92. At all times relevant hereto, DEFENDANTS paid BRET CHECKETTS, and
17 the putative Class on an hourly basis. BRET CHECKETTS, and the putative Class did not
18 reside at the place of employment.

19 93. During BRET CHECKETTS’s, and the putative Class’ employment,
20 DEFENDANTS failed to properly pay BRET CHECKETTS for all hours worked at the
21 legal minimum wage.

22 94. DEFENDANTS acted intentionally, oppressively, and maliciously toward
23 PLAINTIFFS, and the putative Class, with a conscious disregard of their rights, or the
24 consequences to them, with the intent of depriving them of property and legal rights and
25 otherwise causing them injury. By virtue of DEFENDANTS’ unlawful failure to pay
26 wages, BRET CHECKETTS, and the putative Class have suffered, and will continue to
27 suffer damages in an amount that is presently unknown to them but which exceeds the
28 jurisdictional limits of the court and which will be ascertained according to proof at trial.

95. BRET CHECKETTS, individually, and on behalf of the putative Class, seeks to recover minimum wages according to proof, interest, and the assessment of all applicable statutory penalties against DEFENDANTS, in a sum as provided by the CAL. LAB. CODE and/or other statutes. BRET CHECKETTS, individually, and on behalf of the putative Class, also seeks to recover liquidated damages as provided by CAL. LAB. CODE § 1194.2, and reasonable attorneys' fees and costs.

FOURTH CAUSE OF ACTION

FOR FAILURE TO PROVIDE MEAL PERIODS

[CAL. LAB. CODE §§ 226.7 and 512, and 8 CAL. CODE REGS. § 11050]

(By PLAINTIFFS, On Their Own Behalves, On Behalf Of All Employees Similarly Situated, and Against All DEFENDANTS)

96. PLAINTIFFS and the putative Class repeats and re-alleges paragraphs 1 through 95, inclusive, of this Complaint and they are incorporated herein by this reference.

97. Under the applicable IWC Wage Order 5-2001 (as amended), DEFENDANTS were the joint employers of PLAINTIFFS, the putative Class.

98. CAL. LAB. CODE §§ 226.7 and 512, and 8 CAL. CODE REGS. §§ 11050(11)(A) provide that an employee who works more than five (5) hours in a day is entitled to a meal period of at least thirty (30) minutes, and a second meal period of at least thirty (30) minutes if he or she works more than ten (10) hours in a workday.

99. CAL. LAB. CODE § 226.7 and 8 CAL. CODE REGS. §§ 11050(11)(D) provide that if an employer fails to provide an employee a meal period in accordance with the section, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided.

100. At all times relevant hereto, PLAINTIFFS, and the putative Class worked more than five (5) hours in a workday for DEFENDANTS.

101. At all times relevant hereto, PLAINTIFFS, and the putative Class worked more than ten (10) hours in a workday for DEFENDANTS.

1 102. DEFENDANTS regularly failed to provide PLAINTIFFS, and the putative
2 Class with compliant thirty (30) minute meal periods during shifts in excess of five (5)
3 hours and compliant second meal periods of at least thirty (30) minutes during shifts in
4 excess of ten (10) hours. When meal periods were provided, they were shorter in duration
5 than 30 minutes or were interrupted. DEFENDANTS effectively maintained control over
6 PLAINTIFFS, and the putative Class during the meal periods that were provided. On each
7 day where a compliant thirty (30) minute meal period was not provided to PLAINTIFFS,
8 and the putative Class, DEFENDANTS failed to pay PLAINTIFFS, and the putative Class
9 one additional hour of pay at PLAINTIFFS', and the putative Class' regular rates of pay.

10 103. DEFENDANTS have intentionally and improperly denied meal periods to
11 PLAINTIFFS, and the putative Class, in violation of CAL. LAB. CODE §§ 226.7 and 512 and
12 8 CAL. CODE REGS. § 11050(11)(A) and other regulations and statutes.

13 104. By virtue of the DEFENDANTS' unlawful failure to provide meal periods to
14 PLAINTIFFS, and the putative Class, PLAINTIFFS, and the putative Class, have suffered,
15 and will continue to suffer, damages in amounts which are presently unknown to
16 PLAINTIFFS, and the putative Class, but which damages exceed the jurisdictional limits of
17 the court and which will be ascertained according to proof at trial.

18 105. PLAINTIFFS are informed and believe, and based upon that information and
19 belief allege, that DEFENDANTS purposely elected not to provide meal periods to their
20 hourly paid employees. DEFENDANTS acted intentionally, oppressively, and maliciously
21 toward PLAINTIFFS, and the putative Class, with a conscious disregard of their rights, or
22 the consequences to PLAINTIFFS, and the putative Class, with the intent of depriving
23 PLAINTIFFS, and the putative Class of property and legal rights and otherwise causing
24 PLAINTIFFS, and the putative Class injury.

25 106. PLAINTIFFS, individually, and on behalf of the putative Class, seek to
26 recover meal-period compensation according to proof, interest, all applicable statutory
27 penalties against DEFENDANTS, in a sum as provided by the CAL. LAB. CODE and/or other
28 statutes, and reasonable attorneys' fees and costs.

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FIFTH CAUSE OF ACTION
FOR FAILURE TO PROVIDE REST PERIODS
[CAL. LAB. CODE §§ 226.7 and 512, and 8 CAL. CODE REGS. §§ 11050]
(By PLAINTIFFS, On Their Own Behalves, On Behalf Of All Employees Similarly
Situated, and Against All DEFENDANTS)

107. PLAINTIFFS and the putative class repeat and re-allege paragraphs 1 through 106, inclusive, of this Complaint and they are incorporated herein by this reference.

108. Under the applicable IWC Wage Order 5-2001 (as amended), DEFENDANTS were the joint employers of PLAINTIFFS, and the putative Class.

109. CAL. LAB. CODE §§ 226.7 and 8 CAL. CODE REGS. §§ 11050 (12)(A) provide that employers shall authorize and permit all employees to take rest periods at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof, of work.

110. CAL. LAB. CODE §§ 226.7 and 8 CAL. CODE REGS. §§ 11050(12)(B) provide that if an employer fails to provide an employee with rest periods in accordance with those statutes, the employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each workday that the rest period was not provided. The Wage Order provides a separate remedy for violations of meal period requirements and violations of rest period requirements” and section 226.7 allows recovery of up to two premium payments per work day – one for each type of violation. (*United Parcel Service, Inc., v. Superior Court* (2011) 196 Cal.App.4th 57, 69.)

111. At all times relevant hereto, PLAINTIFF, and the putative Class worked more than four hours in a workday for DEFENDANTS.

112. At all times relevant hereto, DEFENDANTS failed to provide rest periods to PLAINTIFF, and the putative Class as required by CAL. LAB. CODE §§ 226.7 and 8 CAL. CODE REGS. §§ 11050(12)(A).

113. DEFENDANTS did not provide PLAINTIFFS, and the putative Class with a 10-minute net rest period for every four (4) hours or major fraction thereof worked. Where rest periods were provided, they were shorter in duration than 10 minutes, were interrupted,

1 or were not provided every four (4) hours or major fraction thereof worked.

2 DEFENDANTS effectively maintained control over PLAINTIFFS, and the putative Class
3 during rest periods that were provided. On each day where compliant ten (10) minute rest
4 periods were not provided to PLAINTIFFS, and the putative Class, DEFENDANTS failed
5 to pay PLAINTIFF, and the putative Class one additional hour of pay at their regular rates
6 of pay.

7 114. DEFENDANTS have intentionally and improperly denied rest periods to
8 PLAINTIFF, and the putative Class, in violation of CAL. LAB. CODE §§ 226.7 and 512 and
9 8 CAL. CODE OF REGS. §§ 11050(12)(A).

10 115. By virtue of the DEFENDANTS' unlawful failure to provide rest periods to the
11 PLAINTIFFS, and the putative Class, PLAINTIFFS, and the putative Class have suffered,
12 and will continue to suffer, damages in amounts that are presently unknown to
13 PLAINTIFFS, and the putative Class, but which exceed the jurisdictional limits of the court
14 and which will be ascertained according to proof at trial.

15 116. PLAINTIFFS are informed and believe, and based upon that information and
16 belief allege, that DEFENDANTS knew or should have known that PLAINTIFFS, and the
17 putative Class were entitled to rest periods and purposely elected not to provide rest
18 periods. DEFENDANTS acted intentionally, oppressively, and maliciously toward
19 PLAINTIFFS, and the putative Class, with a conscious disregard of their rights, or the
20 consequences to PLAINTIFFS, and the putative Class, with the intent of depriving
21 PLAINTIFFS, and the putative Class of property and legal rights and otherwise causing
22 PLAINTIFFS, and the putative Class injury.

23 117. PLAINTIFFS, individually, and on behalf of the putative Class, seek to
24 recover rest-period compensation according to proof, interest, all applicable statutory
25 penalties against DEFENDANTS, in a sum as provided by the CAL. LAB. CODE and/or other
26 statutes, and reasonable attorneys' fees and costs.

SIXTH CAUSE OF ACTION
FOR FAILURE TO PROVIDE ITEMIZED STATEMENTS AND MAINTAIN
ACCURATE PAYROLL RECORDS

[CAL. LAB. CODE §§ 226(a), 1174(d), and 1198]

**(By PLAINTIFFS, On Their Own Behalves, On Behalf Of All Employees Similarly
Situated, and Against All DEFENDANTS)**

118. PLAINTIFFS and the putative Class repeat and re-allege paragraphs 1 through 117, inclusive, of this Complaint and they are incorporated herein by this reference.

119. Under the applicable IWC Wage Order 5-2001 (as amended), DEFENDANTS were the joint employers of PLAINTIFFS, and the putative Class.

120. CAL. LAB. CODE § 226(a) requires employers to provide non-exempt employees with detailed and accurate wage statements (*i.e.* “pay stubs”). Specifically, the statute provides:

Every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee’s wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee and, beginning July 1, 2013, if the employer is a temporary services employer as defined in Section 201.3, the rate of pay and total hours worked for each temporary services assignment.

1 121. For violations of CAL. LAB. CODE § 226, CAL. LAB. CODE § 226(e) provides
2 that an employee: (a) is entitled to recover the greater of all actual damages or minimum
3 statutory damages of \$50 for the initial pay period in which a violation occurs and \$100 for
4 each subsequent violation, up to a maximum of \$4,000.

5 122. Additionally, CAL. LAB. CODE § 1174(d) provides, “Every person employing
6 labor in this state shall...[k]eep a record showing the names and addresses of all employees
7 employed and the ages of all minors” and “[k]eep, at a central location in the state or at the
8 plants or establishments at which employees are employed, payroll records showing the
9 hours worked daily by and the wages paid to, and the number of piece-rate units earned by
10 and any applicable piece rate paid to, employees employed at the respective plants or
11 establishments....”

12 123. CAL. LAB. CODE § 1174.5 provides that employers are subject to a \$500 civil
13 penalty if they fail to maintain accurate and complete records as required by section
14 1174(d).

15 124. DEFENDANTS intentionally failed to furnish to PLAINTIFFS, and the
16 putative Class, upon the payment of wages, itemized wage statements in conformity with
17 CALIFORNIA LABOR CODE § 226. The wage statements failed to accurately reflect
18 PLAINTIFFS’, and the putative Class’ hours worked, including overtime wages, minimum
19 wages, missed meal periods and rest periods, and failed to state the correct rate of pay.

20 125. PLAINTIFFS, and the putative Class were damaged by these failures because,
21 among other things, the failures led PLAINTIFFS, and the putative Class to believe that
22 they were not entitled to be paid for all hours worked even though they were so entitled,
23 and because these failures hindered PLAINTIFFS, and the putative Class from determining
24 the amounts of wages owed to them.

25 126. PLAINTIFFS are also informed and believe, and based upon that information
26 and belief allege, that DEFENDANTS willfully failed to maintain accurate payroll records
27 showing the daily hours PLAINTIFFS, and the putative Class worked and the wages that
28 should have been paid as a result of failing to record hours that PLAINTIFFS, the putative

1 Class worked, as well as PLAINTIFFS', and the putative Class' missed meal periods and
2 rest periods.

3 127. PLAINTIFFS, individually, and on behalf of the putative Class, seek to
4 recover damages, penalties, and interest under CAL. LAB. CODE §§ 226, 1174, and 1198,
5 and reasonable attorneys' fees and costs.

6 **SEVENTH CAUSE OF ACTION**
7 **FOR VIOLATIONS OF THE CALIFORNIA OCCUPATIONAL SAFETY AND**
8 **HEALTH ACT OF 1973**

9 [CAL. LAB. CODE §§ 6300, et seq.]

10 **(By PLAINTIFFS, On Their Own Behalves, On Behalf Of All Employees Similarly**
11 **Situated, and Against All DEFENDANTS)**

12 128. PLAINTIFFS and the putative Class repeat and re-allege paragraphs 1 through
13 127, inclusive, of this Complaint and they are incorporated herein by this reference.

14 129. Under the applicable IWC Wage Order 5-2001 (as amended), DEFENDANTS
15 were the joint employers of PLAINTIFFS, and the putative Class.

16 130. CALIFORNIA LABOR CODE sections 6400(a), 6402, and 6404 state that every
17 employer shall furnish employment and a place of employment that is safe and healthful for
18 the employees and that no employer shall require, or permit any employee to go or be in
19 any employment or place of employment which is not safe and healthful or occupy or
20 maintain a place of employment that is not safe and healthful.

21 131. In order to ensure a safe and healthy working environment for employees,
22 CALIFORNIA LABOR CODE section 6401 states:

23 Every employer shall furnish and use safety devices and safeguards, and shall
24 adopt and use practices, means, methods, operations, and processes which are
25 reasonably adequate to render such employment and place of employment
26 safe and healthful. Every employer shall do every other thing reasonably
27 necessary to protect the life, safety, and health of employees.

28 132. CALIFORNIA LABOR CODE section 6401.7 requires that an employer establish,
implement, and maintain a written and effective injury-prevention program, correct unsafe and

1 unhealthy conditions and work practices in a timely manner based on the severity of the hazard,
2 and train employees on occupational hazards.

3 133. CALIFORNIA LABOR CODE section 6403 requires employers to: (a) To provide and
4 use safety devices and safeguards reasonably adequate to render the employment and place of
5 employment safe; (b) to adopt and use methods and processes reasonably adequate to render the
6 employment and place of employment safe; and, (c) to do every other thing reasonably
7 necessary to protect the life, safety, and health of employees.

8 134. CALIFORNIA CODE OF REGULATIONS section 3380(f), "Hazard assessment and
9 equipment selection," requires an employer to assess the workplace to determine if hazards are
10 present, or are likely to be present, which necessitate the use of personal protective equipment
11 (PPE). If such hazards are present, or likely to be present, the employer shall: "(A) Select, and
12 have each affected employee use, the types of PPE that will protect the affected employee from
13 the hazards identified in the hazard assessment; (B) Communicate selection decisions to each
14 affected employee; and, (C) Select PPE that properly fits each affected employee."

15 135. An employer is required to pay for personal protective equipment if the law
16 requires that the employer to provide the equipment. (*Bendix Forest Products Corporation v.*
17 *Division of Occupational Safety and Health* (1979) 25 Cal.3d 465, 473.)

18 136. DEFENDANTS forced PLAINTIFFS, and the putative Class to work in
19 deplorable, unsafe, and unhealthy conditions, and without personal protective equipment, all in
20 violation of California Occupational Safety and Health Act of 1973 and the CALIFORNIA CODE
21 OF REGULATIONS.

22 137. In the course of their duties at DEFENDANTS' facilities, BRET
23 CHECKETTS, and the putative Class frequently performed radiologic imaging, including
24 x-ray imaging, of veterinary patients. DEFENDANTS placed BRET CHECKETTS, and the
25 putative Class at risk of exposure to radiologic imaging radiation as DEFENDANTS never
26 inspected x-ray protective aprons and gloves for damage at appropriate intervals.
27 DEFENDANTS also never replaced x-ray aprons and gloves and it is believed that
28 DEFENDANTS have used the same x-ray aprons and gloves since their facilities opened.

1 Additionally, DEFENDANTS did not ensure that its employees wore proper radiation-
2 exposure badges and / or did not replace the radiation-exposure badges at appropriate
3 intervals.

4 138. DEFENDANTS wrongfully placed PLAINTIFFS, and the putative Class at risk of
5 exposure to chemotherapy radiation as there were no separate laundry facilities for soiled
6 clothing and other linens exposed to chemotherapy radiation at DEFENDANTS' premises.
7 Also, there was no signage outside of the chemotherapy room on DEFENDANTS' premises
8 warning PLAINTIFFS, and the putative Class of this hazardous area.

9 139. DEFENDANTS exposed PLAINTIFFS, and the putative Class to other hazardous
10 conditions including loud noises from many dogs barking in confined spaces. DEFENDANTS
11 never provided PLAINTIFFS, and the putative Class with hearing protection to help mitigate
12 these deafening noises. DEFENDANTS allowed non-certified staff to operate ethylene oxide
13 gas within DEFENDANTS' building, exposing all of DEFENDANTS' employees to this
14 hazardous gas. DEFENDANTS failed to repair broken electrical outlets and electrical covers,
15 and improperly stored heavy boxes that had a risk of falling on employees at its premises.

16 140. DEFENDANTS failed to provide SERGIO GARCIA and the putative Class with a
17 weightlifting belt or other tools to assist with lifting heavy boxes and items weighing from 50 to
18 70 pounds.

19 141. During the COVID-19 pandemic, DEFENDANTS failed to properly protect their
20 employees from exposure to COVID-19 infected clients. Families of up to six people without
21 face coverings were allowed into confined spaces within the hospital to accompany their pets
22 while PLAINTIFFS, and the putative Class cared for those pets.

23 142. As evidenced by the conduct discussed, *supra*, DEFENDANTS clearly failed to
24 properly assess its workplace for hazardous conditions and implement a proper and effective
25 written injury-prevention program to protect PLAINTIFFS, and the putative Class from
26 workplace hazards.

27 143. DEFENDANTS' conduct flagrantly violated, among other laws, the California
28 Occupational Safety and Health Act of 1973 (CALIFORNIA LABOR CODE §§ 6300, *et. seq.*)

1 and the CALIFORNIA CODE OF REGULATIONS. The California Occupational Safety and
2 Health Act of 1973 requires employers to, inter alia, furnish employment and a place of
3 employment that is safe and healthful for the employees, to establish, implement, and
4 maintain a written and effective injury prevention program, to provide and use safety
5 devices and safeguards reasonably adequate to render the employment and place of
6 employment safe, and to assess the workplace to determine if hazards are present which
7 necessitate the use of personal protective equipment and then select, purchase, and have
8 each affected employee use, the types of personal protective equipment that will protect the
9 affected employee from the hazards identified in the hazard assessment.

10 144. DEFENDANTS' conduct flagrantly violated, among other laws, the California
11 Occupational Safety and Health Act of 1973 (CALIFORNIA LABOR CODE §§ 6300, *et. seq.*) and
12 the CALIFORNIA CODE OF REGULATIONS. PLAINTIFFS, individually, and on behalf of the
13 putative Class, request recovery of civil penalties, attorney's fees, costs, and interest thereon.

14 **EIGHTH CAUSE OF ACTION**
15 **FOR FAILURE TO PAY WAGES UPON TERMINATION OF EMPLOYMENT**

16 **[CAL. LAB. CODE § 203]**

17 **(By PLAINTIFFS, On Their Own Behalves, On Behalf Of All Employees Similarly**
18 **Situated, and Against All DEFENDANTS)**

19 145. PLAINTIFFS and the putative Class repeat and re-allege paragraphs 1 through
20 144, inclusive, of this Complaint and they are incorporated herein by this reference.

21 146. Under the applicable IWC Wage Order 5-2001 (as amended), DEFENDANTS
22 were the joint employers of PLAINTIFFS, and the putative Class.

23 147. CAL. LAB. CODE § 201(a) provides that a discharged employee's unpaid wages
24 are due and payable immediately. Under CAL. LAB. CODE § 202(a), when an employee not
25 having a written contract for a definite period is terminated, his or her wages become
26 immediately due and payable.

27 148. CAL. LAB. CODE § 203 (a) provides, "If an employer willfully fails to pay,
28 without abatement or reduction, in accordance with Sections [201 and 202], any wages of

1 an employee who is discharged or who quits, the wages of the employee shall continue as a
2 penalty from the due date thereof at the same rate until paid or until an action therefore is
3 commenced; but the wages shall not continue for more than 30 days.”

4 149. PLAINTIFFS, and the putative Class did not have a written contract for
5 definite terms of employment. DEFENDANTS discharged PLAINTIFFS, and members of
6 the putative Class from their employment within the applicable statute of limitations.
7 DEFENDANTS willfully failed to pay PLAINTIFFS, and members of the putative Class
8 the wages due to them—without abatement or reduction.

9 150. Under CAL. LAB. CODE § 203, PLAINTIFFS, and members of the putative
10 Class are entitled to one day’s wages for each day they were not timely paid all wages due,
11 up to a maximum of 30 days’ wages. Because DEFENDANTS failed to pay overtime wages
12 owed, minimum wages owed, meal period wages owed, and rest period wages owed,
13 PLAINTIFFS, individually, and on behalf of members of the putative Class, seek to recover
14 30 days’ wages, and applicable penalties. PLAINTIFFS, individually, and on behalf of the
15 putative Class, also seek reasonable attorneys’ fees and costs.

16 **NINTH CAUSE OF ACTION**
17 **FOR VIOLATION OF CALIFORNIA LABOR CODE SECTION 558**

18 **[CAL. LAB. CODE § 558]**

19 **(By PLAINTIFFS, On Their Own Behalves, On Behalf Of All Employees Similarly**
20 **Situated, and Against All DEFENDANTS)**

21 151. PLAINTIFFS and the putative Class repeat and re-allege paragraphs 1 through
22 150, inclusive, of this Complaint and they are incorporated herein by this reference.

23 152. Under the applicable IWC Wage Order 5-2001 (as amended), DEFENDANTS
24 were the joint employers of PLAINTIFFS, and the putative Class.

25 153. CAL. LAB. CODE § 558(a) provides, “Any employer or other person acting on
26 behalf of an employer who violates, or causes to be violated, a section of this chapter or
27 any provision regulating hours and days of work in any order of the Industrial Welfare
28 Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty

dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages.” CAL. LAB. CODE § 558(d) provides, “The civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law.”

154. At all relevant times, DEFENDANTS violated the rights of PLAINTIFFS, and the putative Class by violating various sections of the CAL. LAB. CODE. PLAINTIFFS, individually, and on behalf of the putative Class, seek the remedies set forth in CAL. LAB. CODE § 558.

TENTH CAUSE OF ACTION
FOR FAILURE TO REIMBURSE BUSINESS EXPENSES

[CAL. LAB. CODE §§ 2800 and 2802]

**(By SERGIO GARCIA, On His Own Behalf, On Behalf Of All Employees Similarly
Situated, and Against All DEFENDANTS)**

155. SERGIO GARCIA repeats and re-alleges paragraphs 1 through 154, inclusive, of this Complaint and they are incorporated herein by this reference.

156. Under the applicable IWC Wage Order 5-2001 (as amended), DEFENDANTS were the joint employers of SERGIO GARCIA, and the putative Class.

157. CAL. LAB. CODE §§ 2800 and 2802 provide that an employer must reimburse employees for all necessary expenditures incurred in an employee’s course and scope of employment.

158. SERGIO GARCIA, and the putative Class, incurred necessary business-related expenses and costs that were not fully reimbursed by DEFENDANTS.

159. Necessary unreimbursed business-related expenses include, but were not limited to SERGIO GARCIA’s, and the putative Class’s purchases and use of uniforms as required by DEFENDANTS.

1 160. DEFENDANTS maintained a policy of requiring their employees to wear
2 specialized uniforms. DEFENDANTS, however, did not reimburse SERGIO GARCIA, and
3 the putative Class, for the cost of these necessary items.

4 161. DEFENDANTS have intentionally and willfully failed to fully reimburse
5 SERGIO GARCIA, and the putative Class, for necessary business-related expenses and
6 costs in violation of CAL. LAB. CODE §§ 2800 and 2802.

7 162. Under CAL. LAB. CODE §§ 2800 and 2802, SERGIO GARCIA, on his own
8 behalf, and on behalf of the putative Class, seeks to recover their business-related expenses
9 incurred during the course and scope of their employment with DEFENDANTS, plus
10 interest and penalties. SERGIO GARCIA, on his own behalf, and on behalf of the putative
11 Class, also seeks reasonable attorneys' fees and costs.

12 **ELEVENTH CAUSE OF ACTION**

13 **FAILURE TO PROVIDE ADEQUATE SEATING**

14 **(Labor Code § 1198; Cal. Code of Regs. § 11010(14))**

15 **(By SERGIO GARCIA, On His Own Behalf, On Behalf Of All Employees Similarly**
16 **Situated, and Against All DEFENDANTS)**

17 163. SERGIO GARCIA repeats and re-alleges paragraphs 1 through 162, inclusive, of
18 this Complaint and they are incorporated herein by this reference.

19 164. Under the applicable IWC Wage Order 5-2001 (as amended),
20 DEFENDANTS were the joint employers of SERGIO GARCIA, and the putative Class.

21 165. CAL. LAB. CODE § 1198 makes it illegal to employ an employee under
22 conditions of labor that are prohibited by the applicable wage order.

23 166. CAL. LAB. CODE § 1198 requires that "...the standard conditions of labor
24 fixed by the commission shall be the . . . standard conditions of labor for employees. The
25 employment of any employee...under conditions of labor prohibited by the order is
26 unlawful."
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1 167. CAL. CODE REGS., Title 8, section 11010(14)(A) provides, All working
2 employees shall be provided with suitable seats when the nature of the work reasonably
3 permits the use of seats.”

4 168. CAL. CODE REGS, Title 8, section 11010(14)(B) provides “When employees
5 are not engaged in the active duties of their employment and the nature of the work requires
6 standing, an adequate number of suitable seats shall be placed in reasonable proximity to
7 the work area and employees shall be permitted to use such seats when it does not interfere
8 with the performance of their duties.”

9 169. DEFENDANTS violated CAL. LAB. CODE § 1198 and CAL. CODE REGS, Title
10 8, section 11010(14) because DEFENDANTS failed to provide adequate seating to
11 SERGIO GARCIA, and the putative Class, while they were on and off duty.
12 DEFENDANTS forced SERGIO GARCIA, and the putative Class, to sit at an unreasonably
13 high ledge in DEFENDANTS’ treatment area. DEFENDANTS provided flimsy, regular-
14 height desk chairs to SERGIO GARCIA, and other aggrieved employees for when they
15 worked at the high ledge in the treatment area. As a result of the ergonomic unsuitability of
16 the chairs for the work area, SERGIO GARCIA suffered pain in his wrists and transient
17 paresthesia in his legs during every shift. SERGIO GARCIA, and the putative Class, were
18 forced to work without adequate seating for the majority of their shifts.

19 170. SERGIO GARCIA and the putative Class are therefore entitled to recover all
20 remedies available for violations of CAL. LAB. CODE § 1198 and CAL. CODE REGS, Title 8,
21 section 11010(14).

22 **TWELFTH CAUSE OF ACTION**

23 **FOR UNFAIR COMPETITION**

24 **[CAL. BUS. & PROF. CODE § 17200 et seq.]**

25 **(By PLAINTIFFS, On Their Own Behalves, On Behalf Of All Employees Similarly**
26 **Situated, and Against All DEFENDANTS)**

27 171. PLAINTIFFS and the putative Class repeat and re-allege paragraphs 1 through
28 170, inclusive, of this Complaint and they are incorporated herein by this reference.

1 172. Under the applicable IWC Wage Order 5-2001 (as amended), DEFENDANTS
2 were the joint employers of PLAINTIFFS, and the putative Class. DEFENDANTS are also
3 a “person” as that term is defined under CAL. BUS. & PROF. CODE § 17021.

4 173. CAL. BUS. & PROF. CODE section 17200 defines unfair competition as any
5 unlawful, unfair, or fraudulent business act or practice. At all times relevant hereto, by and
6 through the conduct described herein, DEFENDANTS have engaged in unfair and unlawful
7 practices by, among other violations, failing to properly implement an alternative
8 workweek schedule, failing to pay overtime wages to PLAINTIFFS, and the putative Class,
9 failing to pay minimum wages to BRET CHECKETTS, and the putative Class, failing to
10 provide compliant meal and rest periods to PLAINTIFFS, and the putative Class, failing to
11 provide accurate wage statements to PLAINTIFFS, and the putative Class, failing to
12 provide PLAINTIFFS, and the putative Class with a healthy and safe workplace compliant
13 with the California Occupational Safety and Health Act of 1973, and failing to provide
14 wages due upon termination of employment to PLAINTIFFS, and members of the putative
15 Class, under the applicable CAL. LAB. CODE, and Industrial Welfare Commission
16 requirements in violation of CAL. BUS. & PROF. CODE § 17200 et seq., failing to provide
17 reimbursement of necessary business expenses incurred in the course and scope of
18 PLAINTIFFS’ and the putative Class’ employment, and failing to provide SERGIO
19 GARCIA, and the putative Class, with adequate seating, and have thereby deprived
20 PLAINTIFFS, and the putative Class of fundamental rights and privileges.

21 174. By and through the unfair and unlawful business practices described herein,
22 DEFENDANTS have obtained valuable property, money, and services from PLAINTIFFS,
23 and the putative Class and have deprived them of valuable rights and benefits guaranteed
24 by law, all to the detriment of PLAINTIFFS, and the putative Class.

25 175. All the acts described herein are violations of, among other things, the CAL.
26 LAB. CODE, CAL. CODE REGS., and Industrial Welfare Commission Wage Order 5; are
27 unlawful and in violation of public policy; and in addition are immoral, unethical,
28

1 oppressive, and unscrupulous, and thereby constitute unfair and unlawful business practices
2 in violation of CAL. BUS. & PROF. CODE § 17200 et seq.

3 176. PLAINTIFFS, and the putative Class are entitled to and seek such relief as
4 may be necessary to restore to them the money and property that DEFENDANTS have
5 acquired, or of which PLAINTIFFS, and the putative Class have been deprived, by means
6 of the above-described unfair and unlawful business practices.

7 177. PLAINTIFFS, and the putative Class are further entitled to seek a declaration
8 that the above-described business practices are unfair and unlawful and that an injunctive
9 relief should be issued restraining DEFENDANTS from engaging in any of the above-
10 described unfair and unlawful business practices in the future.

11 178. PLAINTIFFS, and the putative Class have no plain, speedy, and/or adequate
12 remedy at law to redress the injuries that they have suffered as a consequence of
13 DEFENDANTS' unfair and unlawful business practices. As a result of the unfair and
14 unlawful business practices described above, PLAINTIFFS, and the putative Class have
15 suffered and will continue to suffer irreparable harm unless DEFENDANTS are restrained
16 from continuing to engage in these unfair and unlawful business practices. In addition,
17 DEFENDANTS should be required to disgorge the unpaid moneys to PLAINTIFFS, and
18 the putative Class.

19 **THIRTEENTH CAUSE OF ACTION**
20 **FOR PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT**

21 **[California Labor Code § 2698, et seq.]**

22 **(By PLAINTIFFS, On Their Own Behalves, and As Private Attorneys Generals for All**
23 **Aggrieved Employees, and Against All DEFENDANTS)**

24 179. PLAINTIFFS repeats and re-alleges paragraphs 1 through 178, inclusive, of this
25 Complaint and they are incorporated herein by this reference.

26 180. CAL. LAB. CODE §§ 2698-2699, the Private Attorneys General Act of 2004
27 expressly establishes that any provision of the CAL. LAB. CODE which provides for a civil
28 penalty to be assessed and collected by the Labor and Workforce Development Agency

1 (“LWDA”), or any of its departments, divisions, commissions, boards, agencies or employees
2 for a violation of the CAL. LAB. CODE, may be recovered through a civil action brought by an
3 aggrieved employee on behalf of himself or herself, and other current or former employees.

4 181. Whenever the LWDA, or any of its departments, divisions, commissions, boards,
5 agencies, or employees has discretion to assess a civil penalty, a court in a civil action is
6 authorized to exercise the same discretion, subject to the same limitations and conditions, to
7 assess a civil penalty.

8 182. PLAINTIFFS and all persons employed by DEFENDANTS as hourly paid
9 employees, are “aggrieved employees” as defined by CAL. LAB. CODE § 2699 in that they are all
10 current or former employees of DEFENDANTS, and one or more of the alleged violations was
11 committed against them.

12 183. PLAINTIFFS assert all of their claims in this Complaint on their own behalves and
13 on behalf of all aggrieved employees in their capacity as Private Attorneys Generals, and seek
14 all statutory penalties available under CAL. LAB. CODE §§ 2698-2699.

15 184. On September 15, 2020, BRET CHECKETTS gave written notice by certified mail
16 to and Defendants ADVANCED VETERINARY SPECIALTY, INC, ANDREA L. WELLS,
17 and MATT HERNANDEZ of the specific code provisions alleged to have been violated, as
18 required by CAL. LAB. CODE § 2699.3. On the same date, BRET CHECKETTS submitted a
19 “PAGA Claim Notice” to the Labor and Workforce Development Agency (“LWDA”) through
20 its online portal. BRET CHECKETT’s PAGA Notice Letter and LWDA Claim Submissions
21 indicated that he, “as an aggrieved employee, on his own behalf and on behalf of other
22 employees of Advanced Veterinary Specialty, Inc., Andrea L. Wells, Matt Hernandez, and any
23 other affiliated entity (“AVS”), intends to seek civil penalties, attorney’s fees, costs, and other
24 available relief for violations of the California Labor Code, which are recoverable under the
25 CALIFORNIA LABOR CODE PRIVATE ATTORNEY GENERAL ACT OF 2004 (“the Act”) (CAL. LABOR
26 CODE §2698 et seq.).” The statutory waiting period for BRET CHECKETTS to add these
27 allegations to the Complaint has expired. As a result, pursuant to CAL. LAB. CODE § 2699.3,
28 BRET CHECKETTS, on behalf of himself and all aggrieved employees, may now commence a

1 representative civil action pursuant to CAL. LAB. CODE § 2699 as the proxy of the State of
2 California.

3 185. On December 30, 2020, SERGIO GARCIA gave written notice by certified mail to
4 and Defendants ADVANCED VETERINARY SPECIALTY, INC, ANDREA L. WELLS, and
5 MATT HERNANDEZ of the specific code provisions alleged to have been violated, as required
6 by CAL. LAB. CODE § 2699.3. On the same date, SERGIO GARCIA submitted a “PAGA Claim
7 Notice” to the Labor and Workforce Development Agency (“LWDA”) through its online portal.
8 SERGIO GARCIA’s PAGA Notice Letter and LWDA Claim Submissions indicated that he, “as
9 an aggrieved employee, on his own behalf and on behalf of other employees of Advanced
10 Veterinary Specialty, Inc., Andrea L. Wells, Matt Hernandez, and any other affiliated entity
11 (“AVS”), intends to seek civil penalties, attorney’s fees, costs, and other available relief for
12 violations of the California Labor Code, which are recoverable under the CALIFORNIA LABOR
13 CODE PRIVATE ATTORNEY GENERAL ACT OF 2004 (“the Act”) (CAL. LABOR CODE §2698 et
14 seq.).” The statutory waiting period for SERGIO GARCIA to add these allegations to the
15 Complaint has expired. As a result, pursuant to CAL. LAB. CODE § 2699.3, SERGIO GARCIA,
16 on behalf of himself and all aggrieved employees, may now commence a representative civil
17 action pursuant to CAL. LAB. CODE § 2699 as the proxy of the State of California.

18 186. DEFENDANTS’ conduct, as alleged herein, violates numerous sections of the
19 CAL. LAB. CODE , including, but not limited to, the following: :

20 Violations of CAL. LAB. CODE § 511 for DEFENDANTS’ failure to properly institute an
21 alternative workweek schedule for PLAINTIFF, and other aggrieved employees;

22 (a) Violations of CAL. LAB. CODE §§ 510, 1194, 1194.2, and 1198 for
23 DEFENDANTS’ failure to pay overtime compensation and liquidated damages
24 to PLAINTIFF, and other aggrieved employees;

25 (b) Violations of CAL. LAB. CODE §§ 1182.12, 1194; 1194.2; 1197; 1197.1; and
26 1198 and 8 CAL. CODE REGS. §§ 11050 for DEFENDANTS’ failure to pay
27 minimum wages and liquidated damages to PLAINTIFF, and other aggrieved
28 employees;

- 1 (c) Violations of CAL. LAB. CODE § 511 for DEFENDANTS' failure to properly
2 institute an alternative workweek schedule for PLAINTIFFS, and other
3 aggrieved employees;
- 4 (d) Violations of CAL. LAB. CODE §§ 510, 1194, 1194.2, and 1198 for
5 DEFENDANTS' failure to pay overtime compensation and liquidated damages
6 to PLAINTIFFS, and other aggrieved employees;
- 7 (e) Violations of CAL. LAB. CODE §§ 1182.12, 1194; 1194.2; 1197; 1197.1; and
8 1198 and 8 CAL. CODE REGS. §§ 11050 for DEFENDANTS' failure to pay
9 minimum wages and liquidated damages to BRET CHECKETTS, and other
10 aggrieved employees;
- 11 (f) Violations of CAL. LAB. CODE §§ 226.7 and 512, and 8 CAL. CODE REGS. §§
12 11050 for DEFENDANTS' failure to provide meal periods to PLAINTIFFS,
13 and other aggrieved employees;
- 14 (g) Violations of CAL. LAB. CODE §§ 226.7 and 512, and 8 CAL. CODE REGS. §§
15 11050 for DEFENDANTS' failure to provide rest periods to PLAINTIFFS, and
16 other aggrieved employees;
- 17 (h) Violations of CAL. LAB. CODE §§ 226(a), 1174(d), and 1198 for
18 DEFENDANTS' failure to provide accurate itemized wage statements to
19 PLAINTIFFS, and other aggrieved employees and to maintain accurate payroll
20 records for PLAINTIFFS and other aggrieved employees;
- 21 (i) Violations of CAL. LAB. CODE §§ 6300, et seq. for DEFENDANTS' failure to
22 provide a safe and healthy workplace in violation of the California Occupational
23 Safety and Health Act of 1973 to PLAINTIFFS, and other aggrieved employees;
- 24 (j) Violations of CAL. LAB. CODE § 203 for DEFENDANTS' failure to timely pay
25 wages to PLAINTIFF, and other aggrieved employees;
- 26 (k) Violations of CAL. LAB. CODE §§ 2800 and 2802 for DEFENDANTS' failure to
27 reimburse necessary business expenses incurred by SERGIO GARCIA, and
28 other aggrieved employees in the course and scope of their employment; and,

1 (l) Violations of CAL. LAB. CODE § 1198 for DEFENDANTS' failure to provide
2 adequate seating to SERGIO GARCIA and other aggrieved employees.

3 187. Therefore, PLAINTIFFS, on their own behalves and on behalf of all aggrieved
4 employees, can and hereby do seek recovery of all civil penalties as prescribed by the CAL. LAB.
5 CODE §§ 2698-2699, the Private Attorneys General Act of 2004, as representatives of the State
6 of California, for the illegal conduct perpetrated on PLAINTIFFS, and all aggrieved employees
7 by DEFENDANTS.

8 **PRAYER**

9 WHEREFORE, PLAINTIFFS, individually, and on behalf of the putative Class,
10 pray for judgment against each Defendant, jointly and severally, as follows:

11 **1. ON THE FIRST CAUSE OF ACTION:**

- 12 (a) For compensatory damages;
13 (b) For an award of interest, including prejudgment interest at the legal
14 rate; and,
15 (c) For statutory penalties, interest, costs of suit, and attorneys' fees.

16 **2. ON THE SECOND CAUSE OF ACTION:**

- 17 (a) For overtime wage compensation and liquidated damages;
18 (b) For an award of interest, including prejudgment interest at the legal
19 rate; and,
20 (c) For statutory penalties, interest, costs of suit and attorneys' fees.

21 **3. ON THE THIRD CAUSE OF ACTION:**

- 22 (a) For minimum wage compensation and liquidated damages;
23 (b) For an award of interest, including prejudgment interest at the legal
24 rate; and,
25 (c) For statutory penalties, interest, costs of suit, and attorneys' fees.

26 **4. ON THE FOURTH, FIFTH, SIXTH, SEVENTH, EIGHTH, AND NINTH**
27 **CAUSES OF ACTION:**

- 28 (a) For compensatory damages, including lost wages;

(b) For an award of interest, including prejudgment interest at the legal rate; and,

(c) For statutory penalties, interest, costs of suit, and attorneys' fees.

5. ON THE TENTH CAUSE OF ACTION:

(a) For all unreimbursed business expenses and such general and special damages as may be appropriate;

(b) For all actual, consequential and incidental losses and damages, according to proof; and,

(c) For statutory penalties, interest, costs of suit, and attorneys' fees.

6. ON THE ELEVENTH CAUSE OF ACTION:

(a) For statutory penalties, interest, costs of suit and attorneys' fees.

7. ON THE TWELFTH CAUSE OF ACTION:

(a) For restitution and disgorgement;

(b) For injunctive relief ordering the continuing unfair business acts and practices to cease, or as the Court otherwise deems just and proper; and,

(c) For other injunctive relief ordering DEFENDANTS to notify Plaintiff and the Class that they have not been paid the proper amounts required in accordance with California law.

8. ON THE THIRTEENTH CAUSE OF ACTION:

(a) That the Court declare, adjudge and decree that DEFENDANTS violated the following CAL. LAB. CODE provisions as to PLAINTIFF and/or other aggrieved employees:

1. CAL. LAB. CODE § 511 for DEFENDANTS' failure to properly institute an alternative workweek schedule for PLAINTIFF, and other aggrieved employees;

2. CAL. LAB. CODE §§ 510, 1194, 1194.2, and 1198 for DEFENDANTS' failure to pay overtime compensation and

1 liquidated damages to PLAINTIFF, and other aggrieved
2 employees;

- 3 3. CAL. LAB. CODE §§ 1182.12, 1194; 1194.2; 1197; 1197.1; and
4 1198 and 8 CAL. CODE REGS. §§ 11050 for DEFENDANTS'
5 failure to pay minimum wages and liquidated damages to
6 PLAINTIFF, and other aggrieved employees;
- 7 4. CAL. LAB. CODE §§ 226.7 and 512, and 8 CAL. CODE REGS. §§
8 11050 for DEFENDANTS' failure to provide meal periods to
9 PLAINTIFF, and other aggrieved employees;
- 10 5. CAL. LAB. CODE §§ 226.7 and 512, and 8 CAL. CODE REGS. §§
11 11050 for DEFENDANTS' failure to provide rest periods to
12 PLAINTIFF, and other aggrieved employees;
- 13 6. CAL. LAB. CODE §§ 226(a), 1174(d), and 1198 for
14 DEFENDANTS' failure to provide accurate itemized wage
15 statements to PLAINTIFF, and other aggrieved employees and
16 to maintain accurate payroll records for PLAINTIFF and other
17 aggrieved employees;
- 18 7. CAL. LAB. CODE §§ 6300, et seq. for DEFENDANTS' failure
19 to provide a safe and healthy workplace in violation of the
20 California Occupational Safety and Health Act of 1973 to
21 PLAINTIFF, and other aggrieved employees;
- 22 8. CAL. LAB. CODE § 203 for DEFENDANTS' failure to timely
23 pay wages to PLAINTIFF, and other aggrieved employees,
- 24 9. CAL. LAB. CODE § 2800, and 2802 for DEFENDANTS' failure
25 to reimburse necessary business expenses; and,
- 26 10. CAL. LAB. CODE § 1198 for DEFENDANTS' failure to provide
27 adequate seating
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- (b) For civil penalties under CAL. LAB. CODE §§ 210, 226.3, 256, 558, 1174.5, 1197.1, and/or 2699(a), (f) and (g), for violations of CAL. LAB. CODE §§ 201, 202, 203, 226, 226.7, 227.3, 510, 511, 512, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 6300, 6400, 6401.7, 6402, 6403 6404;
- (c) For attorneys' fees and costs under California Labor Code section 2699(g)(1), and any and all other relevant statutes, for Defendant's violations of CAL. LAB. CODE §§ 201, 202, 203, 226, 226.7, 227.3, 510, 511, 512, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 6300, 6400, 6401.7, 6402, 6403 6404;
- (d) For pre-judgment and post-judgment interest as provided by law; and
- (e) For such other and further relief as the Court may deem equitable and appropriate.

9. ON ALL CAUSES OF ACTION:

- (a) For reasonable attorneys' fees;
- (b) For costs of suit;
- (c) For prejudgment interest; and,
- (d) For other and further relief their court deems just and proper.

Dated: April 2, 2021

LAW OFFICES OF DAVID R. GREIFINGER

By: DAVID R. GREIFINGER
Attorneys for Plaintiffs and the putative Class

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DEMAND FOR JURY TRIAL

PLAINTIFF demands a jury trial on issues triable to a jury.

Dated: April 2, 2021

LAW OFFICES OF DAVID R. GREIFINGER

By: DAVID R. GREIFINGER
*Attorneys for Plaintiffs and the putative
Class*

EXHIBIT 2

David R. Greifinger, Esq. (SBN 105242)
LAW OFFICES OF DAVID R. GREIFINGER
15515 W. Sunset Boulevard, Unit 214
Pacific Palisades, California 90272
Telephone: (424) 330-0193
Facsimile: (831) 920-4864
tracklaw@me.com

*Attorneys for Plaintiff,
BRET CHECKETTS, SERGIO GARCIA
and the putative Class*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SANTA BARBARA – SOUTH COUNTY**

BRET CHECKETTS, an individual, on behalf
of himself, and on behalf of all persons
similarly situated; and SERGIO GARCIA, an
individual, on behalf of himself, and on behalf
of all persons similarly situated,

Plaintiffs,

vs.

ADVANCED VETERINARY SPECIALTY,
INC., a California corporation; ANDREA L.
WELLS, an individual; MATT HERNANDEZ,
an individual; and DOES 1 through 50
inclusive

Defendants.

Case No. 20CV03056

CLASS ACTION

**FIRST AMENDED- CLASS ACTION
COMPLAINT & ENFORCEMENT
ACTION UNDER THE PRIVATE
ATTORNEYS GENERAL ACT,
CALIFORNIA LABOR CODE §§ 2698,
ET SEQ. COMPLAINT FOR DAMAGES
AND INJUNCTIVE RELIEF:**

1. **FAILURE TO PROPERLY
INSTITUTE AN ALTERNATIVE
WORKWEEK SCHEDULE [CAL.
LAB. CODE § 511]**
2. **FAILURE TO PAY OVERTIME
COMPENSATION AND
LIQUIDATED DAMAGES [CAL.
LAB. CODE §§ 510, 1194, 1194.2,
and 1198];**
3. **FAILURE TO PAY MINIMUM
WAGES AND LIQUIDATED
DAMAGES [CAL. LAB. CODE §§
1182.12, 1194; 1194.2; 1197; 1197.1;
and 1198 and 8 CAL. CODE REGS. §§
11050];**
4. **FAILURE TO PROVIDE MEAL
PERIODS [CAL. LAB. CODE §§
226.7 and 512, and 8 CAL. CODE
REGS. §§ 11050];**
5. **FAILURE TO PROVIDE REST
PERIODS [CAL. LAB. CODE §§
226.7 and 512, and 8 CAL. CODE
REGS. §§ 11050];**
6. **FAILURE TO PROVIDE
ITEMIZED STATEMENTS AND**

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- MAINTAIN ACCURATE
PAYROLL RECORDS [CAL. LAB.
CODE §§ 226(a), 1174(d), and
1198];
7. VIOLATIONS OF THE
CALIFORNIA OCCUPATIONAL
SAFETY AND HEALTH ACT OF
1973 [CAL. LAB. CODE §§ 6300, et
seq.];
8. FAILURE TO PAY WAGES
UPON TERMINATION OF
EMPLOYMENT [CAL. LAB. CODE
§ 203];
9. VIOLATION OF CALIFORNIA
LABOR CODE § 558; ~~and;~~
10. FAILURE TO REIMBURSE
BUSINESS EXPENSES [CAL. LAB.
CODE §§ 2800, 2802];
9, 11. FAILURE TO PROVIDE
ADEQUATE SEATING [CAL. LAB.
CODE § 1198];
12. UNFAIR COMPETITION [CAL.
BUS. & PROF. CODE §§ 17200 et
seq.]; and,
10, 13. CIVIL PENALTIES FOR
VIOLATIONS OF THE
CALIFORNIA LABOR CODE,
PURSUANT TO THE PRIVATE
ATTORNEYS GENERAL ACT
[CAL. LAB. CODE §§ 2698, et seq.]

DEMAND FOR A JURY TRIAL

Complaint filed: September 22, 2020

Trial Date: None Set

All allegations in this First Amended Complaint are based upon information and belief except for those allegations which pertain to the Plaintiffs named herein and his counsel. Each allegation has evidentiary support, or is likely to have evidentiary support, after a reasonable opportunity for further investigation and discovery.

I.

JURISDICTION AND VENUE

1. The Court has jurisdiction over this Complaint under CAL. CIV. PROC. CODE § 410.10. The action is brought under CAL. CIV. PROC. CODE. § 382, the procedural provisions of FED. RULES OF CIV. PROC., RULE 23, and CAL. BUS. & PROF. CODE §§ 17200

et seq. Plaintiffs brings this complaint on ~~their~~ own behalf, and on behalf of all persons in the putative Class as defined in Paragraph 165 below, and as an aggrieved employees on behalf of all aggrieved employees.

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2. Venue is proper in the Court pursuant to CAL. CIV. PROC. CODE §§ 395 and 395.5 because the claims made, and the CAL. LAB. CODE violations as against the persons identified herein, occurred in the County of Santa Barbara, South County. Further, each of the Defendants owned and operated their businesses in the County of Santa Barbara, South County.

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~~2.3.~~ The Private Attorney Generals Act ("PAGA") authorizes aggrieved employees to sue directly as the proxy of the State of California for civil penalties for violations of various provisions in the CAL. LAB. CODE.

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II.

THE PARTIES

PLAINTIFFS

3.4. BRET CHECKETTS is, and at all material times mentioned was:

- (a) An individual who resides in the County of Santa Barbara, California;
- (b) Jointly employed as an hourly paid employee by ADVANCED VETERINARY SPECIALTY, INC; ANDREA L. WELLS; MATT HERNANDEZ; and/or DOES 1 through 50 ("DEFENDANTS"), from on or about August 9, 2018 to on or about August 5, 2020;
- (c) Was subjected to a non-compliant alternative workweek schedule;
- (d) Was not properly paid for overtime hours worked;
- (e) Was not properly paid minimum wages for hours worked;
- (f) Did not receive compliant meal periods or meal period premiums;
- (g) Did not receive compliant rest periods or rest period premiums;
- (h) Did not receive accurate itemized wage statements;
- (i) Was subjected to an unhealthy and unsafe workplace in violation of the California Occupational Safety and Health Act of 1973;

- 1 (j) When terminated from his employment, was not paid for overtime
2 wages owed, minimum wages owed, and meal period wages owed,
3 and rest period wages owed within the time limits prescribed by CAL.
4 LABOR CODE § 201

5 5. SERGIO GARCIA is, and at all material times mentioned was:

- 6 (a) An individual who resides in Ventura County, California;
7 (b) Jointly employed as an hourly paid employee by ADVANCED
8 VETERINARY SPECIALTY, INC; ANDREA L. WELLS; MATT
9 HERNANDEZ; and/or DOES 1 through 50 ("DEFENDANTS"), from
10 on or about October 2019 August 9, 2018 to -on or about- May
11 2020 August 5, 2020;
12 (c) Was subjected to a non-compliant alternative workweek schedule;
13 (d) Was not properly paid for overtime hours worked;
14 (e) Was not properly paid minimum wages for hours worked;
15 (f) Did not receive compliant meal periods or meal period premiums;
16 (g) Did not receive compliant rest periods or rest period premiums;
17 (h) Did not receive accurate itemized wage statements;
18 (i) Was subjected to an unhealthy and unsafe workplace in violation of
19 the California Occupational Safety and Health Act of 1973;
20 (j) Did not receive reimbursements for necessary business expenses
21 incurred in the course and scope of his employment;
22 (k) Did not receive adequate seating;
23 (l) When terminated from his employment, was not paid for overtime
24 wages owed, minimum wages owed, and meal period wages owed,
25 and rest period wages owed within the time limits prescribed by CAL.
26 LABOR CODE § 201

27 4.6. BRET CHECKETTS and SERGIO GARCIA are referred to as
28 "PLAINTIFFS" throughout this Complaint.

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1 **DEFENDANTS**

2 ~~5-7.~~ PLAINTIFFS ~~are~~ informed and believes, and based upon that information
3 and belief alleges, that Defendant ADVANCED VETERINARY SPECIALTY, INC., is,
4 and at all times mentioned was:

- 5 (a) A California corporation authorized to conduct business, and actually
6 conducting business, in Santa Barbara County, California;
- 7 (b) The owner and operator of a veterinary facility in Santa Barbara
8 County, California;
- 9 (c) Along with ANDREA L. WELLS, MATT HERNANDEZ, and DOES
10 1 through 50, inclusive, was the former joint employer of
11 PLAINTIFFS, ~~and~~ the putative Class, ~~and all aggrieved employees~~, as
12 ADVANCED VETERINARY SPECIALTY, INC., ANDREA L.
13 WELLS, MATT HERNANDEZ, and DOES 1 through 50 controlled
14 PLAINTIFFS', ~~and~~ the putative Class', ~~and all aggrieved~~
15 ~~employees'~~ wages, ~~hours~~, working conditions, and how
16 PLAINTIFFS, ~~and~~ the putative Class, ~~and all aggrieved employees~~
17 were paid;
- 18 (d) Failed to properly implement a compliant alternative workweek
19 schedule for ~~PLAINTIFFS, Plaintiff and~~ the putative Class, ~~and all~~
20 ~~aggrieved employees~~;
- 21 (e) Failed to properly pay PLAINTIFFS, ~~and~~ the putative Class, ~~and all~~
22 ~~aggrieved employees~~ for overtime wages, for minimum wages, for
23 missed meal periods, for missed rest periods, failed to provide
24 PLAINTIFFS, ~~and~~ the putative Class, ~~and all aggrieved employees~~
25 with accurate itemized wage statements, failed to provide
26 PLAINTIFFS, ~~and~~ the putative Class, ~~and all aggrieved employees~~
27 with a safe and healthy workplace in violation of the California
28 Occupational Safety and Health Act of 1973, and failed to pay

1 PLAINTIFFS, ~~and~~ the putative Class, and all aggrieved employees
2 for wages due upon termination. Each of these transgressions violated
3 the CAL. LAB. CODE.

4 ~~(e)(f)~~ Failed to provide SERGIO GARCIA, the putative Class, and
5 aggrieved employees with reimbursement of necessary business
6 expenses incurred in employees' course and scope of employment and
7 failed to provide SERGIO GARCIA the putative Class, and aggrieved
8 employees with adequate seating. Each of these transgressions
9 violated the CAL. LAB. CODE.

10 6-8. PLAINTIFFS ~~are~~ informed and believes, and based upon that information
11 and belief alleges, that Defendant ANDREA L. WELLS is, and at all times mentioned was:

- 12 (a) An individual who resides in Santa Barbara County, California;
- 13 (b) The owner and operator of ADVANCED VETERINARY
- 14 SPECIALITY, INC;
- 15 (c) The owner and operator of a veterinary facility in Santa Barbara
- 16 County, California;
- 17 (d) Along with ADVANCED VETERINARY SPECIALTY, INC., MATT
- 18 HERNANDEZ and DOES 1 through 50, inclusive, was the former
- 19 joint employer of PLAINTIFFS, ~~and~~ the putative Class, and all
- 20 aggrieved employees, as ANDREA L. WELLS, ADVANCED
- 21 VETERINARY SPECIALITY, INC, MATT HERNANDEZ and
- 22 DOES 1 through 50 controlled PLAINTIFFS' ~~s~~, ~~and~~ the putative
- 23 Class', and all aggrieved employees' wages, hours, working
- 24 conditions, and how PLAINTIFFS, ~~and~~ the putative Class, and all
- 25 aggrieved employees were paid;
- 26 (e) Failed to properly implement a compliant alternative workweek
- 27 schedule for PLAINTIFFS, ~~and~~ the putative Class, and all aggrieved
- 28 employees;

1 (f) Failed to properly pay PLAINTIFFS, ~~and~~ the putative Class, and all
2 aggrieved employees for overtime wages, for minimum wages, for
3 missed meal periods, for missed rest periods, failed to provide
4 PLAINTIFFS, ~~and~~ the putative Class, and all aggrieved employees
5 with accurate itemized wage statements, failed to provide
6 PLAINTIFFS, ~~and~~ the putative Class, and all aggrieved employees,
7 with a safe and healthy workplace in violation of the California
8 Occupational Safety and Health Act of 1973, and failed to pay
9 PLAINTIFFS, ~~and~~ the putative Class, and all aggrieved employees for
10 wages due upon termination. Each of these transgressions violated the
11 CAL. LAB. CODE.

12 (f)(g) Failed to provide SERGIO GARCIA, the putative Class, and
13 aggrieved employees with reimbursement of necessary business
14 expenses incurred in employees' course and scope of employment and
15 failed to provide SERGIO GARCIA the putative Class, and aggrieved
16 employees with adequate seating. Each of these transgressions
17 violated the CAL. LAB. CODE.

18 7.9 PLAINTIFFS ~~is~~are informed and believes, and based upon that information
19 and belief alleges, that Defendant MATT HERNANDEZ is, and at all times mentioned was:

- 20 (a) An individual who resides in Santa Barbara County, California;
21 (b) The owner and operator of ADVANCED VETERINARY SPECIALTY,
22 INC;
23 (c) The owner and operator of a veterinary facility in Santa Barbara County,
24 California;
25 (d) Along with ADVANCED VETERINARY SPECIALTY, INC.,
26 ANDREA L. WELLS, and DOES 1 through 50, inclusive, was the
27 former joint employer of PLAINTIFFS, ~~and~~ the putative Class, and all
28 aggrieved employees, as ANDREA L. WELLS, ADVANCED

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1 VETERINARY SPECIALITY, INC, MATT HERNANDEZ and DOES 1
2 through 50 controlled PLAINTIFFS ~~S's, -and the putative Class', and all~~
3 ~~aggrieved employees'~~ wages, hours, working conditions, and how
4 PLAINTIFFS ~~S, -and the putative Class, and all aggrieved employees~~ were
5 paid;

6 (e) Failed to properly implement a compliant alternative workweek schedule
7 for PLAINTIFFS ~~S, -and the putative Class, and all aggrieved employees;~~

8 ~~(f)~~ Failed to properly pay PLAINTIFFS ~~S, -and the putative Class, and all~~
9 ~~aggrieved employees~~ for overtime wages, for minimum wages, for
10 missed meal periods, for missed rest periods, failed to provide
11 PLAINTIFFS ~~S, -and the putative Class, and all aggrieved employees~~ with
12 accurate itemized wage statements, failed to provide PLAINTIFFS ~~S, and~~
13 the putative Class, ~~and all aggrieved employees~~ with a safe and healthy
14 workplace in violation of the California Occupational Safety and Health
15 Act of 1973, and failed to pay PLAINTIFFS ~~S, -and the putative Class, and~~
16 ~~all aggrieved employees~~ for wages due upon termination. Each of these
17 transgressions violated the CAL. LAB. CODE.

18 ~~(f)(g)~~ Failed to provide SERGIO GARCIA, the putative Class, and
19 ~~aggrieved employees with reimbursement of necessary business~~
20 ~~expenses incurred in employees' course and scope of employment and~~
21 ~~failed to provide SERGIO GARCIA the putative Class, and aggrieved~~
22 ~~employees with adequate seating. Each of these transgressions violated~~
23 ~~the CAL. LAB. CODE.~~

24 ~~8.10.~~ ADVANCED VETERINARY SPECIALTY, INC, ANDREA L. WELLS,
25 MATT HERNANDEZ, and, DOES 1 through 50 are collectively referred to as
26 "DEFENDANTS" throughout this Complaint.

27 ~~9.11.~~ The true names and capacities, whether individual, corporate, subsidiary,
28 partnership, associate or otherwise of Defendant DOES 1 through 50, inclusive, are

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1 unknown to the PLAINTIFFS, who therefore sues these Defendants by those fictitious
2 names under CAL. CIV. PROC. § 474. PLAINTIFFS will seek leave to amend the Complaint
3 to allege the true names and capacities of DOES 1 through 50, inclusive, when they are
4 ascertained.

5 ~~40-12.~~ PLAINTIFFS ~~are~~ informed and believes, and based upon that information
6 and belief alleges, that Defendant DOES 1 through 50 are persons, corporations or other
7 entities which reside in, or are otherwise doing business in the State of California. Each of
8 the Defendant DOES 1 through 50 was the managerial agent, employee, predecessor,
9 successor, joint-venturer, co-conspirator, alter ego and/or representative of one or more of
10 the other Defendants named herein, and acted with permission, authorization and/or
11 ratification and consent of other Defendants.

12 ~~41-13.~~ PLAINTIFFS ~~are~~ informed and believes, and based upon that information
13 and belief alleges, that the Defendants named in this Complaint, including DOES 1 through
14 50, inclusive, are responsible in some manner for one or more of the events and happenings
15 that proximately caused the injuries and damages hereinafter alleged.

16 ~~42-14.~~ PLAINTIFFS ~~are~~ informed and believes, and based upon that information
17 and belief alleges, that the Defendants named in this Complaint, including DOES 1 through
18 50, inclusive, are, and at all times mentioned herein were, the agents, servants, and/or
19 employees of each of the other Defendants, and that each Defendant was acting within the
20 course of scope of his, hers, or its authority as the agent, servant and/or employee of each
21 of the other Defendants. Consequently, all the Defendants are jointly and severally liable to
22 PLAINTIFFS, ~~and~~ the putative Class, ~~and all aggrieved employees~~ for their damages
23 sustained as a proximate result of Defendants' conduct.

24 ~~43-15.~~ PLAINTIFFS ~~are~~ informed and believes, and based upon that information
25 and belief alleges, that the Defendants named in this Complaint, including DOES 1 through
26 50, inclusive, knowingly and willfully acted in concert, conspired and agreed together
27 among themselves and entered into a combination and systemized campaign of activity to
28 *inter alia* damage PLAINTIFFS, ~~and~~ the putative Class, ~~and all aggrieved employees~~ and to

1 otherwise consciously and/or recklessly act in derogation of PLAINTIFFS's and the
2 putative Class', and all aggrieved employees' rights, and the trust reposed by
3 PLAINTIFFS, and the putative Class, and all aggrieved employees in each of the
4 Defendants, the acts being negligently and/or intentionally inflicted. Their conspiracy, and
5 Defendants' concerted actions, were such that, to PLAINTIFFS's information and belief,
6 and to all appearances, Defendants represented a unified body so that the actions of one
7 Defendant were accomplished in concert with, and with the knowledge, ratification,
8 authorization and approval of each of the other Defendants.

9 **ALTER-EGO ALLEGATIONS**

10 ~~14.16~~ PLAINTIFFS are informed and believes, and based upon that information
11 and belief alleges, that:

12 (a) ADVANCED VETERINARY SPECIALTY, INC, and DOES 1 through 50,
13 are, and at all relevant times were, mere shells without capital, assets, stock or
14 stockholders;

15 (b) Defendants ADVANCED VETERINARY SPECIALTY, INC, and DOES 1
16 through 50 are, and at all relevant times were, the alter ego of Defendants ANDREA L.
17 WELLS, MATT HERNANDEZ, and DOES 1 through 50, inclusive, and each of them, who
18 were the controlling shareholders, officers, and directors of ADVANCED VETERINARY
19 SPECIALTY, INC, and DOES 1 through 50;

20 (c) There is, and at all relevant times was, a unity of interest and/or ownership
21 between all of these Defendants so that any individuality or separateness between them has
22 ceased to exist in that ADVANCED VETERINARY SPECIALTY, INC, and DOES 1
23 through 50, inclusive were and are under their control and domination; and,

24 (d) ADVANCED VETERINARY SPECIALTY, INC, and DOES 1 through 50,
25 inclusive are, and at all relevant times were, completely controlled, dominated, managed
26 and operated by ANDREA L. WELLS, MATT HERNANDEZ, and Defendants DOES 1
27 through 50, inclusive, and each of them, so that ADVANCED VETERINARY
28 SPECIALTY, INC, and DOES 1 through 50 were mere shells, instrumentalities, and/or

1 conduits through which each of these Defendants conducted some or all of their/its
2 business. Adherence to the fiction of the separate existence of ADVANCED
3 VETERINARY SPECIALTY, INC, and DOES 1 through 50, inclusive as entities distinct
4 from ANDREA L. WELLS, MATT HERNANDEZ, Defendants DOES 1 through 50,
5 inclusive, or any of them, would permit an abuse of the corporate privilege and sanction
6 fraud or promote injustice in that, among other things, it would enable each of these
7 Defendants to avoid liability and to defraud his, her, or its creditors, the effect of which
8 would be to render each Defendant financially unable to respond to a monetary judgment
9 awarded against each or any of them in the action.

10 17. PLAINTIFFS and all persons employed by DEFENDANTS in California who
11 received at least one wage statement are "aggrieved employees" as defined by CAL. LAB.
12 CODE § 2699 in that they are all current or former employees of DEFENDANTS, and one
13 or more of the alleged violations was committed against them.

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14 III.

15 CLASS ALLEGATIONS

16 A. The Definition Of The Class

17 ~~15-18.~~ The Class ("the Class") consists of:

18 All persons who are or were hourly paid employees of ADVANCED
19 VETERINARY SPECIALTY, INC, ANDREA L. WELLS, and/or
20 MATT HERNANDEZ, in the State of California, at any time during
21 the period commencing on the date that is within four years prior to
22 the filing of this complaint and continuing thereafter (the "Class
Period").

23 B. Maintenance Of The Action

24 ~~16-19.~~ PLAINTIFFS brings the action individually on behalf of all similarly situated
25 persons under CAL. BUS. & PROF. CODE §§ 17203 and 17204 and CAL. CIV. PROC. CODE §
26 382.

27 C. The Class Requisites

28 ~~17-20.~~ At all material times, PLAINTIFFS ~~were~~ members a member of the

1 putative Class.

2 ~~18-21~~ This class action meets the statutory prerequisites for maintaining a class
3 action under CAL. CIV. PROC. CODE § 382, in that:

- 4 (a) The persons who comprise the Class are so numerous that the joinder
5 of all those persons is impracticable and the disposition of their
6 claims as a class will benefit the parties and the court;
- 7 (b) Nearly all factual, legal, statutory, declaratory, and injunctive-relief
8 issues that are raised in this complaint are common to the Class and
9 will apply uniformly to every Class member;
- 10 (c) The claims of the representative Plaintiffs are typical of the claims of
11 each Class member. PLAINTIFFS, like all other putative Class
12 members, have sustained damages arising from DEFENDANTS'
13 violations of the laws of the State of California. PLAINTIFFS, and
14 the putative Class members, were and are similarly or identically
15 harmed by the same unlawful, deceptive, unfair, systematic and
16 pervasive pattern of misconduct engaged in by the DEFENDANTS;
- 17 (d) The representative Plaintiffs have, and will continue to, fairly and
18 adequately represent and protect the interests of the Class, and have
19 retained counsel who is competent and experienced in class action
20 litigation. There are no material conflicts between the claims of the
21 representative Plaintiffs and the Class members that would make class
22 certification inappropriate. Counsel for the Class will vigorously
23 assert the claims of all Class members.

24 ~~19-22~~ The persons who comprise the Class are so numerous that joining all of them
25 is impracticable, and jointly adjudicating their claims will benefit the parties and the court.
26 PLAINTIFFS's claims are typical of the claims of the Class that PLAINTIFFS seeks to
27 represent. PLAINTIFFS will fairly and adequately protect the interests of the Class that he
28 seeks to represent. PLAINTIFFS does not have any interests that are antagonistic to the

1 Class that ~~they~~ he seeks to represent. Counsel for PLAINTIFFS ~~are~~ is experienced,
2 qualified, and generally able to conduct complex class action litigation.

3 ~~20-23~~. The Court should permit the action to be maintained as a class action under
4 CAL. CIV. PROC. CODE § 382 because:

- 5 (a) The questions of law and fact common to the Class predominate over
6 any question affecting only individual members;
- 7 (b) A class action is superior to any other available method for fairly and
8 efficiently adjudicating the claims of the Class;
- 9 (c) The Class members are so numerous that it is impractical to bring all
10 of them before the Court;
- 11 (d) PLAINTIFFS and the other Class members will not be able to obtain
12 effective and economic legal redress unless the action is maintained as
13 a class action;
- 14 (e) There is a community of interest in obtaining appropriate legal and
15 equitable relief for the statutory violations, and in obtaining adequate
16 compensation for the damages and injuries for which DEFENDANTS
17 are responsible in an amount sufficient to adequately compensate the
18 Class members;
- 19 (f) Without Class certification, the prosecution of separate actions by
20 individual Class members would create a risk of:
 - 21 i. Inconsistent or varying adjudications for individual Class
22 members that would establish incompatible standards of
23 conduct for DEFENDANTS; and/or,
 - 24 ii. Adjudications for individual Class members that would, as a
25 practical matter, dispose of other non-party members' interests,
26 or that would substantially impair or impede the non-parties'
27 ability to protect their interests, by, for example, potentially
28 exhausting the funds available from DEFENDANTS; and,

(g) DEFENDANTS have acted or refused to act on grounds generally applicable to the Class, making final injunctive relief appropriate for the Class as a whole.

IV. PLAINTIFFS contemplates eventually issuing notice to the proposed Class members that would set forth the subject and nature of the action. The DEFENDANTS' own business records may be utilized for assisting to prepare and issue the contemplated notice. To the extent that any further notices may be required, PLAINTIFFS would contemplate using additional media and/or mailings.

24.

IV.

PAGA REPRESENTATIVE ALLEGATIONS

PAGA REPRESENTATIVE ALLEGATIONS

25. At all times herein set forth, PAGA provides that any provision of law under the CAL. LAB. CODE and applicable IWC Wage Order that provides for a civil penalty to be assessed and collected by the LWDA for violations of the CAL. LAB. CODE and applicable IWC Wage Order may, as an alternative, be recovered by aggrieved employees in a civil action brought on behalf of themselves and other current or former employees pursuant to procedures outlined in CAL. LAB. CODE § 2699.3.

26. PAGA defines an "aggrieved employee" in Labor Code section 2699(c) as "any person who was employed by the alleged violator and against whom one or more of the alleged violations was committed."

27. PLAINTIFFS and other current and former employees of DEFENDANTS are "aggrieved employees" as defined by Labor Code section 2699(c) in that they are all Defendants' current or former employees and one or more of the alleged violations were committed against them.

28. On September 15, 2020, BRET CHECKETTS PLAINTIFF provided written notice by online filing to the LWDA and by Certified Mail to DEFENDANTS of the specific

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1 provisions of the California Labor Code alleged to have been violated, including facts and
2 theories to support the alleged violations, in accordance with CAL. LAB. CODE § 2699.3. BRET
3 CHECKETTS PLAINTIFF's notice was accompanied with the applicable filing fee of seventy-
4 five dollars (\$75). The LWDA PAGA Administrator confirmed receipt of BRET
5 CHECKETTS PLAINTIFF's written notice and assigned BRET CHECKETTS the PLAINTIFF PAGA
6 Case Number LWDA-CM-806380-20.

7 29. On December 30, 2020, SERGO GARCIA provided written notice by online filing
8 to the LWDA and by Certified Mail to DEFENDANTS of the specific provisions of the
9 California Labor Code alleged to have been violated, including facts and theories to support the
10 alleged violations, in accordance with CAL. LAB. CODE § 2699.3. SERGO GARCIA's notice
11 was accompanied with the applicable filing fee of seventy-five dollars (\$75). The LWDA
12 PAGA Administrator confirmed receipt of SERGO GARCIA's written notice and assigned
13 SERGO GARCIA the PAGA Case Number LWDA-CM-817488-20.

14 30. PLAINTIFFS have satisfied the administrative prerequisites under CAL. LAB.
15 CODE §§ 2699.3(a) and 2699.3(c) to recover civil penalties against DEFENDANTS for
16 violations of CAL. LAB. CODE §§ 201, 202, 203, 226, 226.7, 227.3, 510, 512, 558, 1174, 1194,
17 1194.2, 1198, 2800, 2802, 6300, 6400, 6401.7, 6402, 6403, and 6404, and the applicable
18 regulations.

19 31. CAL. LAB. CODE § 558(a) provides, "A[ny] employer or other person acting on
20 behalf of an employer who violates, or causes to be violated, a section of this chapter or any
21 provision regulating hours and days of work in any order of the Industrial Welfare Commission
22 shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for
23 each underpaid employee for each pay period for which the employee was underpaid..... (2)
24 For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for
25 each pay period for which the employee was underpaid....." Labor Code section 558(de)
26 provides, "The civil penalties provided for in this section are in addition to any other civil or
27 criminal penalty provided by law."

1 32. DEFENDANTS, at all times relevant to this complaint, were employers or persons
2 acting on behalf of an employer(s) who violated PLAINTIFFS'S and other aggrieved
3 employees' rights by violating various sections of the CAL. LAB. CODE as set forth above.

4 33. As set forth below, DEFENDANTS have violated numerous provisions of both the
5 CAL. LAB. CODE sections regulating hours and days of work as well as the applicable IWC
6 Wage Order.

7 34. Pursuant to PAGA, and in particular, CAL. LAB. CODE §§ 2699(a), 2699.3(a),
8 2699.3(c), and 2699.5, and section 558, PLAINTIFFS, acting in the public interest as a private
9 attorneys generals, seeks assessment and collection of civil penalties for themselveshimself, all
10 other aggrieved employees, and the State of California against DEFENDANTS for violations of
11 CAL. LAB. CODE §§ 201, 202, 203, 226, 226.7, 227.3, 510, 512, 558, 1174, 1194, 1194.2, 1198,
12 2800, 2802, 6300, 6400, 6401.7, 6402, 6403, and 6404, and the applicable regulations.

13 V.

14 THE CONDUCT

15 V.

16 THE CONDUCT

17 24-35. DEFENDANTS operate a veterinary facility in Santa Barbara County,
18 California.

19 22-36. DEFENDANTS' business requires the use of "non-exempt" employees as
20 defined by the California Labor Code and IWC Wage Order No. 5-2001 (as amended),
21 including registered veterinary technicians, veterinary assistants, technician assistants,
22 client-patient liaisons, janitors, receptionists, and other support and office staff.

23 23-37. DEFENDANTS jointly employed PLAINTIFFBRET CHECKETTS from on
24 or about August 9, 2018, to on or about August 5, 2020, as a registered veterinary
25 technician.

26 24. From August 2018 to March 2020, BRET CHECKETTSPLAINTIFF regularly
27 worked from 8:00 a.m. to 7:00 p.m., or 7:00 a.m. to 6:00 p.m. on Friday through Monday,
28 or from Saturday through Tuesday. Beginning in March 2020, DEFENDANTS changed

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1 BRET CHECKETTSPLAINTIFF's hours to 7:00 a.m. to 6:00 p.m., Friday through Sunday.
2 DEFENDANTS also kept BRET CHECKETTSPLAINTIFF "on call" from 7:00 p.m. to
3 7:00 a.m. each Friday, Saturday, and Sunday. BRET CHECKETTSPLAINTIFF's pay was
4 \$27 per hour during his regular shifts when his employment with DEFENDANTS ended.
5 When BRET CHECKETTSPLAINTIFF was on call, DEFENDANTS paid BRET
6 CHECKETTSPLAINTIFF \$15 for an entire shift and an additional \$150 when he assisted
7 with a surgery. Each surgery would typically last for 3.5 to 4.5 hours.

8 38. BRET CHECKETT's PLAINTIFF's job duties included, among other things,
9 monitoring veterinary patient vital signs, obtaining diagnostic samples, performing x-rays,
10 and assisting with surgeries at DEFENDANT's veterinary facilities.

11 39. DEFENDANTS jointly employed SERGIO GARCIA from on or about October
12 2019, to on or about May 2020, as a doctor's assistant.

13 40. From October 2019 to March 2020, SERGIO GARCIA typically worked from
14 7:00 a.m. to 6:00 p.m. on Sunday through Wednesday. Beginning in March 2020,
15 DEFENDANTS changed SERGIO GARCIA's hours to 7:00 a.m. to 6:00 p.m., Friday
16 through Sunday. When SERGIO GARCIA's employment with DEFENDANTS ended, his
17 pay was \$21.00 per hour.

18 25-41. SERGIO GARCIA's job duties included, without limitation, performing
19 estimates, sending patient records to other veterinary providers, facilitating patient visits
20 with owners, assisting with patient discharges, filling medications, taking payments, and
21 answering phone calls at DEFENDANTS' veterinary facilities.

22 26-42. During PLAINTIFF'S's, the putative Class', and all aggrieved employees'
23 employment, DEFENDANTS exercised complete and unfettered control over
24 PLAINTIFFS' PLAINTIFF's, and the putative Class', and all aggrieved employees' work
25 schedules; their hours worked; their rate of pay and method of payment; dictated how
26 PLAINTIFFSPLAINTIFF, and the putative Class, and all aggrieved employees would
27 actually perform their job duties; and dictated when PLAINTIFFS, and the putative Class,
28 and all aggrieved employees could or could not take lunch or rest breaks. PLAINTIFFS,

1 ~~and~~ the putative Class, and all aggrieved employees could not exercise discretion and
2 independent judgment in performing their tasks. PLAINTIFFS, ~~and~~ the putative Class, and
3 all aggrieved employees had to obtain approval on all actions they took on their jobs.
4 Additionally, DEFENDANTS did not pay PLAINTIFFS, ~~and~~ the putative Class, and all
5 aggrieved employees -salaries twice the state minimum wage for full-time employment.
6 CAL. CODE REGS. § 11050, including the applicable California Wage Order apply to
7 PLAINTIFFS, ~~and~~ the putative Class, and all aggrieved employees. PLAINTIFFS, ~~and~~
8 the putative Class, and all aggrieved employees were not exempt employees or independent
9 contractors.

10 ~~27-43.~~ CAL. LAB. CODE § 511 provides that, in order for an alternative work-week
11 schedule, such as a work-week schedule that includes ten-hour work days without the
12 payment of overtime wages, to be valid, an employer must follow a precise implementation
13 procedure including notice to employees, a secret employee ballot, and reporting of the
14 results of the secret ballot to the Division of Labor Standards Enforcement.

15 ~~28-44.~~ During PLAINTIFFS' ~~s,~~ ~~and~~ the putative Class', and all aggrieved
16 employees' employment, DEFENDANTS failed to properly implement a compliant
17 alternative workweek schedule by, *inter alia*, failing to provide notice to affected
18 employees of the effects of an alternative workweek schedule prior to the required secret-
19 ballot election, failing to conduct a secret-ballot election where DEFENDANTS would
20 need to obtain two thirds approval from affected employees in any identifiable work unit,
21 and failing to report the results of any secret-ballot election to the Department of Labor
22 Standards Enforcement.

23 ~~29-45.~~ During PLAINTIFFS' ~~s,~~ ~~and~~ the putative Class', and all aggrieved
24 employees employment, DEFENDANTS failed to properly pay PLAINTIFF, ~~and~~ the
25 putative Class, and all aggrieved employees for overtime hours worked.

26 ~~30-46.~~ CAL. LAB. CODE § 510 provides that employees in California shall not be
27 employed more than 8 hours in any workday or 40 hours in a workweek unless they receive
28 additional compensation beyond their regular wages in amounts specified by law.

1 ~~31-47.~~ CAL. LAB. CODE. §§ 1182.12, 1194, 1194.2, 1197, 1197.1, and 1198 require
2 employers to pay employees the minimum wage fixed by the California Industrial Welfare
3 Commission. The payment of a lesser wage than the minimum so fixed is unlawful.

4 ~~32-48.~~ During PLAINTIFF'S's, ~~and~~ the putative Class', ~~and all aggrieved~~
5 ~~employees'~~ employment, DEFENDANTS failed to properly pay PLAINTIFF, ~~and~~ the
6 putative Class, ~~and all aggrieved employees~~ minimum wages for all hours worked.

7 ~~33-49.~~ DEFENDANTS failed to permit PLAINTIFFS, ~~and~~ the putative Class, ~~and all~~
8 ~~aggrieved employees~~ to take code-complaint meal periods.

9 ~~34-50.~~ DEFENDANTS regularly failed to provide PLAINTIFFS, ~~and~~ the putative
10 Class, ~~and all aggrieved employees~~ with code-compliant thirty (30) minute meal periods
11 during shifts in excess of five (5) hours, and a second meal period of at least thirty (30)
12 minutes during shifts in excess of ten (10) hours. When meal periods were provided, they
13 were shorter in duration than 30 minutes or were interrupted. DEFENDANTS effectively
14 maintained control over PLAINTIFFS, ~~and~~ the putative Class, ~~and all aggrieved employees~~
15 during the meal periods that were provided. On each day where a code-compliant thirty
16 (30) minute meal period was not provided to PLAINTIFFS, ~~and~~ the putative Class, ~~and all~~
17 ~~aggrieved employees~~, DEFENDANTS failed to pay PLAINTIFFS, ~~and~~ the putative Class,
18 ~~and all aggrieved employees~~ one additional hour of pay at their regular rates of pay.

19 ~~35-51.~~ DEFENDANTS refused to allow PLAINTIFFS, ~~and~~ the putative Class, ~~and~~
20 ~~all aggrieved employees~~ to take code-complaint rest periods.

21 ~~36-52.~~ DEFENDANTS did not provide PLAINTIFFS, ~~and~~ the putative Class, ~~and~~
22 ~~all aggrieved employees~~ with a code compliant 10-minute net rest period for every four (4)
23 hours or major fraction thereof worked. Where rest periods were provided, they were
24 shorter in duration than 10 minutes, were interrupted, or were not provided every four (4)
25 hours or major fraction thereof worked. DEFENDANTS effectively maintained control
26 over PLAINTIFFS, ~~and~~ the putative Class, ~~and all aggrieved employees~~ during rest periods
27 that were provided. On each day when code-compliant ten (10) minute rest periods were
28 not provided to PLAINTIFFS, ~~and~~ the putative Class, ~~and all aggrieved employees~~,

1 DEFENDANTS failed to pay PLAINTIFFS~~S~~, and the putative Class, and all aggrieved
2 employees one additional hour of pay at their regular rates of pay.

3 ~~37-53~~. Under California law, an employee who works more than 4 hours or major
4 fraction thereof is entitled to a compensated rest period of 10 minutes. An employee who
5 works more than 5 hours in a day is entitled to a meal period of at least 30 minutes, and a
6 second meal period of at least 30 minutes if he or she works more than 10 hours in a
7 workday. (CAL. LAB. CODE § 512(a).) An employer that fails to provide a rest or meal
8 period that satisfies the requirements of the applicable IWC Wage Order 5-2001 (as
9 amended) must pay a premium to the employee of one additional hour of pay at the
10 employee's regular rate for each day that a meal or rest period was not provided. (CAL.
11 LAB. CODE § 226.7(b).)

12 ~~38-54~~. The wage statements that DEFENDANTS provided to PLAINTIFFS~~S~~, and the
13 putative Class, and all aggrieved employees did not conform with CALIFORNIA LABOR
14 CODE § 226 as those wage statements failed to accurately reflect PLAINTIFFS'~~S~~, and the
15 putative Class', and all aggrieved employees' hours worked, including overtime wages,
16 minimum wages, missed meal periods, and rest periods, and failed to state the correct rate
17 of pay.

18 ~~39-55~~. DEFENDANTS forced PLAINTIFFS~~S~~, and the putative Class, and all
19 aggrieved employees to work in deplorable, unsafe, and unhealthy conditions, and without
20 personal protective equipment, all in violation of California Occupational Safety and
21 Health Act of 1973 and the CALIFORNIA CODE OF REGULATIONS. In the course of his duties
22 at DEFENDANTS' facilities, ~~BRET CHECKETTS~~PLAINTIFF, and the putative Class, and
23 all aggrieved employees frequently performed radiologic imaging, including x-ray imaging,
24 of veterinary patients. DEFENDANTS placed ~~BRET CHECKETTS~~PLAINTIFF, and the
25 putative Class, and all aggrieved employees at risk of exposure to radiologic imaging
26 radiation as DEFENDANTS never inspected x-ray protective aprons and gloves for damage
27 at appropriate intervals. DEFENDANTS also never replaced x-ray aprons and gloves and it
28 is believed that DEFENDANTS have used the same x-ray aprons and gloves since their

1 facilities opened. Additionally, DEFENDANTS did not ensure that its employees wore
2 proper radiation-exposure badges and / or did not replace the radiation-exposure badges at
3 appropriate intervals.

4 ~~40-56.~~ DEFENDANTS wrongfully placed PLAINTIFFS~~S~~, ~~and~~ the putative Class, ~~and all~~
5 ~~aggrieved employees~~ at risk of exposure to chemotherapy radiation as there were no separate
6 laundry facilities for soiled clothing and other linens exposed to chemotherapy radiation at
7 DEFENDANTS' premises. Also, there was no signage outside of the chemotherapy room on
8 DEFENDANTS' premises warning PLAINTIFFS~~S~~, ~~and~~ the putative Class, ~~and all aggrieved~~
9 ~~employees~~ of this hazardous area.

10 ~~41-57.~~ DEFENDANTS exposed PLAINTIFFS~~S~~, ~~and~~ the putative Class, ~~and all aggrieved~~
11 ~~employees~~ to other hazardous conditions, including loud noises from many dogs barking in
12 confined spaces. DEFENDANTS never provided PLAINTIFFS~~S~~, ~~and~~ the putative Class, ~~and all~~
13 ~~aggrieved employees~~ with hearing protection to mitigate these deafening noises.

14 DEFENDANTS allowed non-certified staff to operate ethylene oxide gas within
15 DEFENDANTS' building, exposing all of DEFENDANTS' employees to this hazardous gas.
16 DEFENDANTS failed to repair broken electrical outlets and electrical covers, and improperly
17 stored heavy boxes that had a risk of falling on employees at its premises. ~~DEFENDANTS~~
18 ~~failed to provide SERGIO GARCIA, the putative Class, and aggrieved employees with a~~
19 ~~weightlifting belt or other tools to assist with lifting heavy boxes and items weighing from 50 to~~
20 ~~70 pounds.~~

21 ~~42-58.~~ During the COVID-19 pandemic, DEFENDANTS failed to properly protect their
22 employees from exposure to COVID-19 infected clients. Families of up to six people without
23 face coverings were allowed into confined spaces within the hospital to accompany their pets
24 while PLAINTIFFS~~S~~, ~~and~~ the putative Class, ~~and all aggrieved employees~~ cared for those pets.

25 ~~43-59.~~ As evidenced by the conduct discussed, *supra*, DEFENDANTS clearly failed to
26 properly assess its workplace for hazardous conditions and implement a proper and effective
27 written injury-prevention program to protect PLAINTIFFS~~S~~, ~~and~~ the putative Class, ~~and all~~
28 ~~aggrieved employees~~ from workplace hazards.

1 ~~44-60.~~ DEFENDANTS' conduct flagrantly violated, among other laws, the
2 California Occupational Safety and Health Act of 1973 (CALIFORNIA LABOR CODE §§ 6300,
3 *et. seq.*) and the CALIFORNIA CODE OF REGULATIONS. The California Occupational Safety
4 and Health Act of 1973 requires employers to, inter alia, furnish employment and a place of
5 employment that is safe and healthful for the employees, to establish, implement, and
6 maintain a written and effective injury prevention program, to provide and use safety
7 devices and safeguards reasonably adequate to render the employment and place of
8 employment safe, and to assess the workplace to determine if hazards are present which
9 necessitate the use of personal protective equipment and then select, purchase, and have
10 each affected employee use, the types of personal protective equipment that will protect the
11 affected employees from the hazards identified in the hazard assessment.

12 ~~45-61.~~ CAL. LAB. CODE § 201(a) provides that a discharged employee's unpaid
13 wages are due and payable immediately. Under CAL. LAB. CODE § 202(a), when an
14 employee not having a written contract for a definite period is terminated, his or her wages
15 become immediately due and payable. CAL. LAB. CODE § 203(a) provides, "If an employer
16 willfully fails to pay, without abatement or reduction, in accordance with Sections [201 and
17 202], any wages of an employee who is discharged or who quits, the wages of the employee
18 shall continue as a penalty from the due date thereof at the same rate until paid or until an
19 action therefore is commenced; but the wages shall not continue for more than 30 days."

20 62. As a result, under CAL. LAB. CODE § 203, PLAINTIFFS~~S~~, and the putative
21 Class, and all aggrieved employees are entitled to one day's wages for each day they were
22 not timely paid all wages due, up to a maximum of 30 days' wages. Because
23 DEFENDANTS failed to pay overtime wages, minimum wages, and meal and rest period
24 wages to PLAINTIFFS~~S~~, and the putative Class, and all aggrieved employees, each of these
25 individuals whose employment has been terminated during the applicable statutory period,
26 including PLAINTIFFS~~S~~, are entitled to 30 days' wages.

27 63. CAL. LAB. CODE § 1198 makes it illegal to employ an employee under
28 conditions of labor that are prohibited by the applicable wage order. California Code of

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1 Regulations, Title 8, section 11050(14)(A) provides that all working employees shall be
2 provided with suitable seats when the nature of the work reasonably permits the use of
3 seats.” California Code of Regulations, Title 8, section 11050(14)(B) provides that [w]hen
4 employees are not engaged in the active duties of their employment and the nature of the
5 work requires standing, an adequate number of suitable seats shall be placed in reasonable
6 proximity to the work area and employees shall be permitted to use such seats when it does
7 not interfere with the performance of their duties.

8 64. DEFENDANTS did not properly reimburse SERGIO GARCIA, the putative
9 Class, and other aggrieved employees for all necessary expenditures incurred in the course
10 and scope of SERGIO GARCIA’s, the putative Class’, and other aggrieved employees’
11 employment, as required by CAL. LAB. CODE §§ 2800 and 2802. Necessary unreimbursed
12 business-related expenses include, but were not limited to SERGIO GARCIA, the putative
13 Class, and other aggrieved employees purchases and use of uniforms as required by
14 DEFENDANTS.

15 46-65. DEFENDANTS failed to provide adequate seating to SERGIO GARCIA, the
16 putative Class, and other aggrieved employees while they were on and off duty.
17 DEFENDANTS forced SERGIO GARCIA, the putative Class, and other aggrieved
18 employees ~~aggrieved employees~~ to sit at an unreasonably high ledge in DEFENDANTS’
19 treatment area. DEFENDANTS provided flimsy, regular-height desk chairs to SERGIO
20 GARCIA, the putative Class, and other aggrieved employees for when they worked at the
21 high ledge in the treatment area. As a result of the ergonomic unsuitability of the chairs for
22 the work area, SERGIO GARCIA ~~would~~ suffered pain in his wrists and transient
23 paresthesia in his legs during every shift. SERGIO GARCIA, the putative Class, and other
24 aggrieved employees ~~and other aggrieved employees~~ were forced to work without adequate
25 seating for the majority of their shifts.

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26 **FIRST CAUSE OF ACTION**

27 **FOR FAILURE TO PROPERLY INSTITUTE AN ALTERNATIVE WORKWEEK**

28 **SCHEDULE**

[CAL. LAB. CODE §§ 511]

(By PLAINTIFFS, ~~On Their Own Behalf~~, and ~~On Behalf Of All~~
~~Employees Similarly Situated~~, and Against All DEFENDANTS)

~~47-66.~~ PLAINTIFFS and the putative Class repeat and re-allege paragraphs 1 through
~~65587487~~, inclusive, of this Complaint and they are incorporated herein by this reference.

~~48-67.~~ Under the applicable IWC Wage Order 5-2001 (as amended),
DEFENDANTS were the joint employers of PLAINTIFFS, and the putative Class.

~~49-68.~~ CALIFORNIA LABOR CODE § 511(a) provides that, in order for an alternative
work-week schedule, such as a work-week schedule that includes ten-hour work days
without the payment of overtime wages, to be valid, an employer must follow a precise
implementation procedure including notice to employees, and a secret employee ballot:

Upon the proposal of an employer, the employees of an employer may
adopt a regularly scheduled alternative workweek that authorizes
work by the affected employees for no longer than 10 hours per day
within a 40-hour workweek without the payment to the affected
employees of an overtime rate of compensation pursuant to this
section. A proposal to adopt an alternative workweek schedule shall
be deemed adopted only if it receives approval in a secret ballot
election by at least two-thirds of affected employees in a readily
identifiable work unit. The regularly scheduled alternative workweek
proposed by an employer for adoption by employees may be a single
work schedule that would become the standard schedule for workers
in the work unit, or a menu of work schedule options, from which
each employee in the unit would be entitled to choose.

Notwithstanding subdivision (c) of Section 500, the menu of work
schedule options may include a regular schedule of eight-hour days
that are compensated in accordance with subdivision (a) of Section
510. Employees who adopt a menu of work schedule options may,
with employer consent, move from one schedule option to another on
a weekly basis.

~~50-69.~~ CALIFORNIA LABOR CODE § 511(e) provides that the results of an alternative
work- week election shall be reported by the employer to the Division of Labor Standards
Enforcement within 30 days after the results are final.

~~51-70.~~ 8 CAL. CODE REGS. § 11050(3)(B)(1) provides, "No employer shall not be
deemed to have violated the daily overtime provisions by instituting, pursuant to the election

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1 procedures set forth in this wage order, a regularly scheduled alternative workweek schedule of
2 not more than ten (10) hours per day within a 40 hour workweek without the payment of an
3 overtime rate of compensation....”

4 ~~52.~~ 8 CAL. CODE REGS. § 11050(3)(C) provides the various alternative workweek
5 schedule election procedures that an employer must follow in order for an alternative workweek
6 schedule to be compliant:

7 ~~53.~~

8 ~~71.~~ Election procedures for the adoption and repeal of alternative workweek schedules
9 require the following:

10 (1) Each proposal for an alternative workweek schedule shall be in the
11 form of a written agreement proposed by the employer. The proposed
12 agreement must designate a regularly scheduled alternative workweek
13 in which the specified number of work-days and work hours are
14 regularly recurring. The actual days worked within that alternative
15 workweek schedule need not be specified. The employer may propose
16 a single work schedule that would become the standard schedule for
17 workers in the work unit, or a menu of work schedule options, from
18 which each employee in the unit would be entitled to choose. If the
19 employer proposes a menu of work schedule options, the employee
20 may, with the approval of the employer, move from one menu option
21 to another.

22 (2) In order to be valid, the proposed alternative workweek schedule
23 must be adopted in a secret ballot election, before the performance of
24 work, by at least a two-thirds (2/3) vote of the affected employees in
25 the work unit. The election shall be held during regular working hours
26 at the employees’ work site. For purposes of this subsection, "affected
27 employees in the work unit" may include all employees in a readily
28 identifiable work unit, such as a division, a department, a job
classification, a shift, a separate physical location, or a recognized
subdivision of any such work unit. A work unit may consist of an
individual employee as long as the criteria for an identifiable work
unit in this subsection is met.

(3) Prior to the secret ballot vote, any employer who proposed to
institute an alternative workweek schedule shall have made a
disclosure in writing to the affected employees, including the effects
of the proposed arrangement on the employees’ wages, hours, and
benefits. Such a disclosure shall include meeting(s), duly noticed,

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1 held at least fourteen (14) days prior to voting, for the specific
2 purpose of discussing the effects of the alternative workweek
3 schedule. An employer shall provide that disclosure in a non-English
4 language, as well as in English, if at least five (5) percent of the
5 affected employees primarily speak that non-English language. The
6 employer shall mail the written disclosure to employees who do not
7 attend the meeting. Failure to comply with this paragraph shall make
8 the election null and void.

9 (4) Any election to establish or repeal an alternative workweek
10 schedule shall be held at the work site of the affected employees. The
11 employer shall bear the costs of conducting any election held pursuant
12 to this section. Upon a complaint by an affected employee, and after
13 an investigation by the Labor Commissioner, the Labor Commissioner
14 may require the employer to select a neutral third party to conduct the
15 election.

16 (6) Only secret ballots may be cast by affected employees in the work
17 unit at any election held pursuant to this section. The results of any
18 election conducted pursuant to this section shall be reported by the
19 employer to the Division of Labor Statistics and Research within 30
20 days after the results are final, and the report of election results shall
21 be a public document. The report shall include the final tally of the
22 vote, the size of the unit, and the nature of the business of the
23 employer.

24 ~~54-72.~~ While employed by DEFENDANTS, PLAINTIFFS, and the putative Class
25 worked 10- hour shifts, four days per week. DEFENDANTS implemented these non-compliant
26 alternative workweek schedules without following any of the procedures required by the
27 CALIFORNIA LABOR CODE or the CAL. CODE REGS.

28 ~~55-73.~~ DEFENDANTS never made any disclosures to affected employees regarding the
effects of the proposed alternative workweek schedule prior to the time a secret-ballot election
was required. DEFENDANTS never conducted a secret- ballot election and consequently did
not obtain the requisite two thirds approval from affected employees in any identifiable work
unit. As no election was held, DEFENDANTS failed to report the results of any secret-ballot
election to the Department of Labor Standards Enforcement. As a result, the Department of

1 Industrial Relations has no record of any alternative workweek elections by employees of
2 DEFENDANTS in the Alternative Workweek Elections Database.

3 ~~56-74.~~ Because DEFENDANTS failed to properly implement compliant alternative
4 workweek schedules for PLAINTIFFS, and the putative Class, DEFENDANTS' alternative
5 workweek schedules are invalid and DEFENDANTS have violated all applicable daily overtime
6 wage and minimum- wage payment requirements for PLAINTIFFS, and the putative Class.

7 — PLAINTIFFS, individually, and on behalf of the putative Class, seeks to
8 recover overtime wages and minimum wages according to proof, interest, and the
9 assessment of all applicable statutory penalties against DEFENDANTS, in a sum as
10 provided by the CAL. LAB. CODE and/or other statutes. PLAINTIFFS, individually, and on
11 behalf of the putative Class, seeks to recover liquidated damages as provided by CAL. LAB.
12 CODE § 1194.2, and reasonable attorneys' fees and costs.

13 75.

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22 **SECOND CAUSE OF ACTION**

23 **FOR FAILURE TO PAY OVERTIME COMPENSATION AND LIQUIDATED**

24 **DAMAGES**

25 [CAL. LAB. CODE §§ 510, 1194, 1194.2 and 1198]

26 **(By PLAINTIFFS, On TheirHis Own Behalvesf, On Behalf Of All Employees**

27 **Similarly Situated, On-Behalf Of All Aggrieved Employees, and Against All**

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~~DEFENDANTS~~ By PLAINTIFF, on his own behalf and on behalf of all employees similarly situated, and Against All DEFENDANTS)

~~57-76.~~ PLAINTIFFS and the putative Class repeat and re-allege paragraphs 1 through ~~756587~~, inclusive, of this Complaint and they are incorporated herein by this reference.

~~58-77.~~ Under the applicable IWC Wage Order 5-2001 (as amended), DEFENDANTS were the joint employers of PLAINTIFFS, and the putative Class.

—CAL. LAB. CODE § 510 provides that employees in California shall not be employed more than 8 hours in any workday or 40 hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

~~78.~~

~~79.~~ ~~54.~~ —CAL. CODE REGS. § 11050(3)(A)(3) provides that overtime hours shall be compensated at: (a) One and one-half (1 ½) times the employee's regular rate of pay for all hours worked in excess of eight (8) hours up to and including 12 hours in any workday, and for the first eight (8) hours worked on the seventh (7th) consecutive day of work in a workweek; and (b) Double the employee's regular rate of pay for all hours worked in excess of 12 hours in any workday and for all hours worked in excess of eight (8) hours on the seventh (7th) consecutive day of work in a workweek.

~~59-80.~~ CAL. LAB. CODE § 1194 establishes an employee's right to recover unpaid overtime compensation, interest thereon, together with the costs of suit, and attorneys' fees. CAL. LAB. CODE § 1198 states that the employment of an employee for longer hours than those fixed by the Industrial Welfare Commission is unlawful.

~~60-81.~~ CAL. LAB. CODE § 1194.2 establishes an employee's right to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon in an action for payment of a wage less than the minimum wage fixed by the Industrial Welfare Commission or by statute.

~~61-82.~~ At all times relevant hereto, PLAINTIFFS, and the putative Class worked more than 8 hours in a workday and/or 40 hours in a workweek as employees of

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1 DEFENDANTS. At all times relevant hereto, PLAINTIFFS, and the putative Class were
2 paid on an hourly basis.

3 ~~62-83.~~ At all times relevant hereto, DEFENDANTS failed to pay overtime
4 compensation to PLAINTIFFS, and the putative Class for the hours they worked in excess
5 of maximum hours permissible by law as required by CAL. LAB. CODE §§ 510, 1194, and
6 1198.

7 ~~63-84.~~ DEFENDANTS acted intentionally, oppressively, and maliciously toward
8 PLAINTIFFS, and the putative Class, with a conscious disregard of their rights, or the
9 consequences to them, with the intent of depriving them of property and legal rights and
10 otherwise causing them injury. By virtue of DEFENDANTS' unlawful failure to pay
11 overtime wages, PLAINTIFFS, and the putative Class have suffered, and will continue to
12 suffer, damages in the amounts which are presently unknown to them but which exceed the
13 jurisdictional limits of the court and which will be ascertained according to proof at trial.

14 ~~85.~~ PLAINTIFFS, individually, and on behalf of the putative Class, seeks to
15 recover overtime wages according to proof, interest, as well as the assessment of all
16 applicable statutory penalties against DEFENDANTS, in a sum as provided by the CAL.
17 LAB. CODE and/or other statutes. PLAINTIFFS, individually, and on behalf of the putative
18 Class, also seeks to recover liquidated damages as provided by CAL. LAB. CODE § 1194.2,
19 and reasonable attorneys' fees and costs.

20 ~~_____ III~~

21 ~~_____ III~~

22 ~~_____ III~~

23 ~~_____ III~~

24 ~~64. _____ III~~

25 **THIRD CAUSE OF ACTION**

26 **FOR FAILURE TO PAY MINIMUM WAGES AND LIQUIDATED DAMAGES**

27 [CAL. LAB. CODE §§ 1182.12, 1194; 1194.2; 1197; 1197.1; 1198]
28

1 (By BRET CHECKETTS, on his own behalf and on behalf of all employees similarly
2 situated, and Against All DEFENDANTS)

3 ~~65-86.~~ BRET CHECKETTS and the putative Class repeat and re-allege paragraphs 1
4 through ~~85787686~~, inclusive, of this Complaint and they are incorporated herein by this
5 reference.

6 ~~66-87.~~ Under the applicable IWC Wage Order 5-2001 (as amended),
7 DEFENDANTS were the joint employers of BRET CHECKETTS, and the putative Class.

8 ~~67-88.~~ CAL. LAB. CODE §§ 1182.12, 1197, and 1197.1 require employers to pay
9 employees the minimum wage fixed by the California Industrial Welfare Commission. The
10 payment of a lesser wage than the minimum so fixed is unlawful.

11 ~~68-89.~~ Compensable work time is defined in Industrial Wage Order No. 5 as “the
12 time during which an employee is subject to the control of an employer, and includes all
13 the time the employee is suffered or permitted to work, whether or not required to do so.”
14 (8 CAL. CODE REGS. §§ 11050(2)(K) [defining “Hours Worked”]).

15 ~~69-90.~~ CAL. LAB. CODE § 1194 establishes an employee’s right to recover unpaid
16 wage compensation, interest thereon, together with the costs of suit, and attorneys’ fees.

17 ~~70-91.~~ CAL. LAB. CODE § 1194.2 establishes an employee’s right to recover
18 liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon
19 in an action for payment of a wage less than the minimum wage fixed by the Industrial
20 Welfare Commission or by statute.

21 ~~71-92.~~ At all times relevant hereto, DEFENDANTS paid BRET CHECKETTS, and
22 the putative Class on an hourly basis. BRET CHECKETTS, and the putative Class did not
23 reside at the place of employment.

24 ~~72-93.~~ During BRET CHECKETTS’s’s, and the putative Class’ employment,
25 DEFENDANTS failed to properly pay BRET CHECKETTS for all hours worked at the
26 legal minimum wage.

27 ~~73-94.~~ DEFENDANTS acted intentionally, oppressively, and maliciously toward
28 PLAINTIFFS, and the putative Class, with a conscious disregard of their rights, or -the

1 consequences to them, with the intent of depriving them of property and legal rights and
2 otherwise causing them injury. By virtue of DEFENDANTS' unlawful failure to pay
3 wages, BRET CHECKETTS, and the putative Class have suffered, and will continue to
4 suffer damages in an amount that is presently unknown to them but which exceeds the
5 jurisdictional limits of the court and which will be ascertained according to proof at trial.

6 95. BRET CHECKETTS, individually, and on behalf of the putative Class, seeks
7 to recover minimum wages according to proof, interest, and the assessment of all applicable
8 statutory penalties against DEFENDANTS, in a sum as provided by the CAL. LAB. CODE
9 and/or other statutes. BRET CHECKETTS, individually, and on behalf of the putative
10 Class, also seeks to recover liquidated damages as provided by CAL. LAB. CODE § 1194.2,
11 and reasonable attorneys' fees and costs.

12 **FOURTH CAUSE OF ACTION**

13 **FOR FAILURE TO PROVIDE MEAL PERIODS**

14 [CAL. LAB. CODE §§ 226.7 and 512, and 8 CAL. CODE REGS. § 11050]

15 ~~(By PLAINTIFFS, On TheirHis Own Behalvesf, On Behalf Of All Employees~~
16 ~~Similarly Situated, On Behalf Of All Aggrieved Employees, and Against All~~
17 ~~DEFENDANTSBy PLAINTIFF, on his own behalf and on behalf of all employees~~
18 ~~similarly situated, and Against All DEFENDANTS)~~

19 ~~74-96.~~ PLAINTIFFS and the putative Class repeats and re-alleges paragraphs 1 through
20 ~~95887786~~, inclusive, of this Complaint and they are incorporated herein by this reference.

21 ~~75-97.~~ Under the applicable IWC Wage Order 5-2001 (as amended),
22 DEFENDANTS were the joint employers of PLAINTIFFS, the putative Class.

23 ~~76-98.~~ CAL. LAB. CODE §§ 226.7 and 512, and 8 CAL. CODE REGS. §§ 11050(11)(A)
24 provide that an employee who works more than five (5) hours in a day is entitled to a meal
25 period of at least thirty (30) minutes, and a second meal period of at least thirty (30)
26 minutes if he or she works more than ten (10) hours in a work-day.

27 ~~77-99.~~ CAL. LAB. CODE § 226.7 and 8 CAL. CODE REGS. §§ 11050(11)(D) provide
28 that if an employer fails to provide an employee a meal period in accordance with the

1 section, the employer shall pay the employee one (1) hour of pay at the employee's regular
2 rate of compensation for each workday that the meal period is not provided.

3 ~~78-100.~~ At all times relevant hereto, PLAINTIFFS₂ ~~and, and~~ the putative
4 Class worked more than five (5) hours in a workday for DEFENDANTS.

5 ~~79-101.~~ At all times relevant hereto, PLAINTIFFS₂ and the putative Class
6 worked more than ten (10) hours in a workday for DEFENDANTS.

7 ~~80-102.~~ DEFENDANTS regularly failed to provide PLAINTIFFS₂ and the
8 putative Class with compliant thirty (30) minute meal periods during shifts in excess of five
9 (5) hours and compliant second meal periods of at least thirty (30) minutes during shifts in
10 excess of ten (10) hours. When meal periods were provided, they were shorter in duration
11 than 30 minutes or were interrupted. DEFENDANTS effectively maintained control over
12 PLAINTIFFS₂ and the putative Class during the meal periods that were provided. On each
13 day where a compliant thirty (30) minute meal period was not provided to PLAINTIFFS₂
14 and the putative Class, DEFENDANTS failed to pay PLAINTIFFS₂ and the putative Class
15 one additional hour of pay at PLAINTIFFS₂ and the putative Class' regular rates of pay.

16 ~~81-103.~~ DEFENDANTS have intentionally and improperly denied meal
17 periods to PLAINTIFFS₂ and the putative Class, in violation of CAL. LAB. CODE §§ 226.7
18 and 512 and 8 CAL. CODE REGS. § 11050(11)(A) and other regulations and statutes.

19 ~~82-104.~~ By virtue of the DEFENDANTS' unlawful failure to provide meal
20 periods to PLAINTIFFS₂ and the putative Class, PLAINTIFFS₂ and the putative Class, have
21 suffered, and will continue to suffer, damages in amounts which are presently unknown to
22 PLAINTIFFS₂ and the putative Class, but which damages exceed the jurisdictional limits of
23 the court and which will be ascertained according to proof at trial.

24 ~~83-105.~~ PLAINTIFFS are informed and believe, and based upon that
25 information and belief allege, that DEFENDANTS purposely elected not to provide meal
26 periods to their hourly paid employees. DEFENDANTS acted intentionally, oppressively,
27 and maliciously toward PLAINTIFFS₂ and the putative Class, with a conscious disregard of
28 their rights, or the consequences to PLAINTIFFS₂ and the putative Class, with the intent of

1 depriving PLAINTIFFS_s and the putative Class -of property and legal rights and otherwise
2 causing PLAINTIFFS_s and the putative Class injury.

3 ~~84-106.~~ PLAINTIFFS, individually, and on behalf of the putative Class, seek
4 to recover meal-period compensation according to proof, interest, all applicable statutory
5 penalties against DEFENDANTS, in a sum as provided by the CAL. LAB. CODE and/or other
6 statutes, and reasonable attorneys' fees and costs.

7 **FIFTH CAUSE OF ACTION**

8 **FOR FAILURE TO PROVIDE REST PERIODS**

9 [CAL. LAB. CODE §§ 226.7 and 512, and 8 CAL. CODE REGS. §§ 11050]

10 ~~(By PLAINTIFFS, On TheirHis Own Behalvesf, On Behalf Of All Employees~~
11 ~~Similarly Situated, On Behalf Of All Aggrieved Employees, and Against All~~
12 ~~DEFENDANTSBy PLAINTIFF, on his own behalf and on behalf of all employees~~
13 ~~similarly situated, and Against All DEFENDANTS)~~

14 ~~§5-107.~~ PLAINTIFFS and the putative class repeat and re-allege paragraphs 1
15 through ~~106998897~~, inclusive, of this Complaint and they are incorporated herein by this
16 reference.

17 ~~86-108.~~ Under the applicable IWC Wage Order 5-2001 (as amended),
18 DEFENDANTS were the joint employers of PLAINTIFFS_s and the putative Class.

19 ~~87-109.~~ CAL. LAB. CODE §§ 226.7 and 8 CAL. CODE REGS. §§ 11050 (12)(A)
20 provide that employers shall authorize and permit all employees to take rest periods at the
21 rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof, of work.

22 ~~88-110.~~ CAL. LAB. CODE §§ 226.7 and 8 CAL. CODE REGS. §§ 11050(12)(B)
23 provide that if an employer fails to provide an employee with rest periods in accordance
24 with those statutes, the employer shall pay the employee one (1) hour of pay at the
25 employee's regular rate of compensation for each workday that the rest period was not
26 provided. The Wage Order provides a separate remedy for violations of meal period
27 requirements and violations of rest period requirements" and section 226.7 allows recovery
28

1 of up to two premium payments per work day – one for each type of violation. (*United*
2 *Parcel Service, Inc., v. Superior Court* (2011) 196 Cal.App.4th 57, 69.)

3 ~~89-111.~~ At all times relevant hereto, PLAINTIFF₂ and the putative Class
4 worked more than four hours in a workday for DEFENDANTS.

5 ~~90-112.~~ At all times relevant hereto, DEFENDANTS failed to provide rest
6 periods to PLAINTIFF₂ and the putative Class as required by CAL. LAB. CODE §§ 226.7 and
7 8 CAL. CODE REGS. §§ 11050(12)(A).

8 ~~91-113.~~ DEFENDANTS did not provide PLAINTIFFS₂ and the putative Class
9 with a 10-minute net rest period for every four (4) hours or major fraction thereof worked.
10 Where rest periods were provided, they were shorter in duration than 10 minutes, were
11 interrupted, or were not provided every four (4) hours or major fraction thereof worked.
12 DEFENDANTS effectively maintained control over PLAINTIFFS₂ and the putative Class
13 during rest periods that were provided. On each day where compliant ten (10) minute rest
14 periods were not provided to PLAINTIFFS₂ and the putative Class, DEFENDANTS failed
15 to pay PLAINTIFF₂ and the putative Class one additional hour of pay at their regular rates
16 of pay.

17 ~~92-114.~~ DEFENDANTS have intentionally and improperly denied rest periods
18 to PLAINTIFF₂ and the putative Class, in violation of CAL. LAB. CODE §§ 226.7 and 512
19 and 8 CAL. CODE OF REGS. §§ 11050(12)(A).

20 ~~93-115.~~ By virtue of the DEFENDANTS' unlawful failure to provide rest
21 periods to the PLAINTIFFS₂ and the putative Class, PLAINTIFFS₂ and the putative Class
22 have suffered, and will continue to suffer, damages in amounts that are presently unknown
23 to PLAINTIFFS₂ and the putative Class, but which exceed the jurisdictional limits of the
24 court and which will be ascertained according to proof at trial.

25 ~~94-116.~~ PLAINTIFFS₂ ~~are~~ informed and believes, and based upon that
26 information and belief alleges, that DEFENDANTS knew or should have known that
27 PLAINTIFFS₂ and the putative Class were entitled to rest periods and purposely elected not
28 to provide rest periods. DEFENDANTS acted intentionally, oppressively, and maliciously

1 toward PLAINTIFFS~~S~~, and the putative Class, with a conscious disregard of their rights, or
2 the consequences to PLAINTIFFS~~S~~, and the putative Class, with the intent of depriving
3 PLAINTIFFS~~S~~, and the putative Class of property and legal rights and otherwise causing
4 PLAINTIFFS~~S~~, and the putative Class injury.

5 ~~95-117.~~ PLAINTIFFS~~S~~, individually, and on behalf of the putative Class, seeks
6 to recover rest-period compensation according to proof, interest, all applicable statutory
7 penalties against DEFENDANTS, in a sum as provided by the CAL. LAB. CODE and/or other
8 statutes, and reasonable attorneys' fees and costs.

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12 **SIXTH CAUSE OF ACTION**

13 **FOR FAILURE TO PROVIDE ITEMIZED STATEMENTS AND MAINTAIN**
14 **ACCURATE PAYROLL RECORDS**

15 [CAL. LAB. CODE §§ 226(a), 1174(d), and 1198]

16 **(By PLAINTIFFS, On TheirHis Own Behalvesf, On Behalf Of All Employees**
17 **Similarly Situated, On-Behalf Of All Aggrieved Employees, and Against All**
18 **DEFENDANTSBy PLAINTIFF, on his own behalf and on behalf of all employees**
19 **similarly situated, and Against All DEFENDANTS)**

20 ~~96-118.~~ PLAINTIFFS~~S~~ and the putative Class repeat and re-allege paragraphs 1
21 through ~~1170000098~~, inclusive, of this Complaint and they are incorporated herein by this
22 reference.

23 ~~97-119.~~ Under the applicable IWC Wage Order 5-2001 (as amended),
24 DEFENDANTS were the joint employers of PLAINTIFFS~~S~~, and the putative Class.

25 ~~98-120.~~ CAL. LAB. CODE § 226(a) requires employers to provide non-exempt
26 employees with detailed and accurate wage statements (*i.e.* "pay stubs"). Specifically, the
27 statute provides:

28 Every employer shall, semimonthly or at the time of each payment of

1 wages, furnish each of his or her employees, either as a detachable
2 part of the check, draft, or voucher paying the employee's wages, or
3 separately when wages are paid by personal check or cash, an
4 accurate itemized statement in writing showing (1) gross wages
5 earned, (2) total hours worked by the employee, except for any
6 employee whose compensation is solely based on a salary and who is
7 exempt from payment of overtime under subdivision (a) of Section
8 515 or any applicable order of the Industrial Welfare Commission,
9 (3)) the number of piece-rate units earned and any applicable piece
10 rate if the employee is paid on a piece-rate basis, (4) all deductions,
11 provided that all deductions made on written orders of the employee
12 may be aggregated and shown as one item, (5) net wages earned, (6)
13 the inclusive dates of the period for which the employee is paid, (7)
14 the name of the employee and only the last four digits of his or her
15 social security number or an employee identification number other
16 than a social security number, (8) the name and address of the legal
17 entity that is the employer and, if the employer is a farm labor
18 contractor, as defined in subdivision (b) of Section 1682, the name
19 and address of the legal entity that secured the services of the
20 employer, and (9) all applicable hourly rates in effect during the pay
21 period and the corresponding number of hours worked at each hourly
22 rate by the employee and, beginning July 1, 2013, if the employer is a
23 temporary services employer as defined in Section 201.3, the rate of
24 pay and total hours worked for each temporary services assignment.

25 ~~99-121.~~ For violations of CAL. LAB. CODE § 226, CAL. LAB. CODE § 226(e)
26 provides that an employee: (a) is entitled to recover the greater of all actual damages or
27 minimum statutory damages of \$50 for the initial pay period in which a violation occurs
28 and \$100 for each subsequent violation, up to a maximum of \$4,000.

1 ~~100-122.~~ Additionally, CAL. LAB. CODE § 1174(d) provides, "Every person
2 employing labor in this state shall...[k]eep a record showing the names and addresses of all
3 employees employed and the ages of all minors" and "[k]eep, at a central location in the
4 state or at the plants or establishments at which employees are employed, payroll records
5 showing the hours worked daily by and the wages paid to, and the number of piece-rate
6 units earned by and any applicable piece rate paid to, employees employed at the respective
7 plants or establishments...."

8 ~~101-123.~~ CAL. LAB. CODE § 1174.5 provides that employers are subject to a
9 \$500 civil penalty if they fail to maintain accurate and complete records as required by
10 section 1174(d).

1 ~~102.124.~~ DEFENDANTS intentionally failed to furnish to PLAINTIFFS, and
2 the putative Class, upon the payment of wages, itemized wage statements in conformity
3 with CALIFORNIA LABOR CODE § 226. The wage statements failed to accurately reflect
4 PLAINTIFFS's, and the putative Class' hours worked, including overtime wages,
5 minimum wages, missed meal periods and rest periods, and failed to state the correct rate
6 of pay.

7 ~~103.125.~~ PLAINTIFFS, and the putative Class were damaged by these failures
8 because, among other things, the failures led PLAINTIFFS, and the putative Class to
9 believe that they were not entitled to be paid for all hours worked even though they were so
10 entitled, and because these failures hindered PLAINTIFFS, and the putative Class from
11 determining the amounts of wages owed to them.

12 ~~104.126.~~ PLAINTIFFS are also informed and believes, and based upon that
13 information and belief alleges, that DEFENDANTS willfully failed to maintain accurate
14 payroll records showing the daily hours PLAINTIFFS, and the putative Class worked and
15 the wages that should have been paid as a result of failing to record hours that
16 PLAINTIFFS, and the putative Class worked, as well as PLAINTIFFS's, and the putative
17 Class' missed meal periods and rest periods.

18 127. PLAINTIFFS, individually, and on behalf of the putative Class, seeks to
19 recover damages, penalties, and interest under CAL. LAB. CODE §§ 226, 1174, and 1198,
20 and reasonable attorneys' fees and costs.

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22 ____ ///

23 ____ ///

24 ____ ///

25 ____ ///

26 ~~105.~~ _____ ///

27 **SEVENTH CAUSE OF ACTION**

1 **FOR VIOLATIONS OF THE CALIFORNIA OCCUPATIONAL SAFETY AND**
2 **HEALTH ACT OF 1973**

3 [CAL. LAB. CODE §§ 6300, et seq.]

4 ~~(By PLAINTIFFS, On Their His Own Behalfves, On Behalf Of All Employees~~
5 ~~Similarly Situated, On Behalf Of All Aggrieved Employees, and Against All~~
6 ~~DEFENDANTS~~By PLAINTIFF, on his own behalf and on behalf of all employees
7 ~~similarly situated, and Against All DEFENDANTS)~~

8 ~~106.128.~~ PLAINTIFFS and the putative Class repeat and re-allege paragraphs 1
9 through ~~127019008~~, inclusive, of this Complaint and they are incorporated herein by this
10 reference.

11 ~~107.129.~~ Under the applicable IWC Wage Order 5-2001 (as amended),
12 DEFENDANTS were the joint employers of PLAINTIFFS, and the putative Class.

13 ~~108.130.~~ CALIFORNIA LABOR CODE sections 6400(a), 6402, and 6404 state that
14 every employer shall furnish employment and a place of employment that is safe and
15 healthful for the employees and that no employer shall require, or permit any employee to
16 go or be in any employment or place of employment which is not safe and healthful or
17 occupy or maintain a place of employment that is not safe and healthful.

18 ~~109.131.~~ In order to ensure a safe and healthy working environment for
19 employees, CALIFORNIA LABOR CODE section 6401 states:

20 Every employer shall furnish and use safety devices and safeguards, and shall
21 adopt and use practices, means, methods, operations, and processes which are
22 reasonably adequate to render such employment and place of employment
23 safe and healthful. Every employer shall do every other thing reasonably
24 necessary to protect the life, safety, and health of employees.

25 ~~110.132.~~ CALIFORNIA LABOR CODE section 6401.7 requires that an employer
26 establish, implement, and maintain a written and effective injury-prevention program, correct
27 unsafe and unhealthy conditions and work practices in a timely manner based on the severity of
28 the hazard, and train employees on occupational hazards.

1 ~~111~~133. CALIFORNIA LABOR CODE section 6403 requires employers to: (a) To
2 provide and use safety devices and safeguards reasonably adequate to render the employment
3 and place of employment safe; (b) to adopt and use methods and processes reasonably adequate
4 to render the employment and place of employment safe; and, (c) to do every other thing
5 reasonably necessary to protect the life, safety, and health of employees.

6 ~~112~~134. CALIFORNIA CODE OF REGULATIONS section 3380(f), "Hazard assessment
7 and equipment selection," requires an employer to assess the workplace to determine if hazards
8 are present, or are likely to be present, which necessitate the use of personal protective
9 equipment (PPE). If such hazards are present, or likely to be present, the employer shall: "(A)
10 Select, and have each affected employee use, the types of PPE that will protect the affected
11 employee from the hazards identified in the hazard assessment; (B) Communicate selection
12 decisions to each affected employee; and, (C) Select PPE that properly fits each affected
13 employee."

14 ~~113~~135. An employer is required to pay for personal protective equipment if the
15 law requires that the employer to provide the equipment. (*Bendix Forest Products Corporation*
16 *v. Division of Occupational Safety and Health* (1979) 25 Cal.3d 465, 473.)

17 ~~114~~136. DEFENDANTS forced PLAINTIFFS, and the putative Class to work in
18 deplorable, unsafe, and unhealthy conditions, and without personal protective equipment, all in
19 violation of California Occupational Safety and Health Act of 1973 and the CALIFORNIA CODE
20 OF REGULATIONS.

21 ~~115~~137. In the course of their duties at DEFENDANTS' facilities, BRET
22 CHECKETTSPLAINTIFF, and the putative Class frequently performed radiologic imaging,
23 including x-ray imaging, of veterinary patients. DEFENDANTS placed BRET
24 CHECKETTSPLAINTIFF, and the putative Class at risk of exposure to radiologic imaging
25 radiation as DEFENDANTS never inspected x-ray protective aprons and gloves for damage
26 at appropriate intervals. DEFENDANTS also never replaced x-ray aprons and gloves and it
27 is believed that DEFENDANTS have used the same x-ray aprons and gloves since their
28 facilities opened. Additionally, DEFENDANTS did not ensure that its employees wore

1 proper radiation-exposure badges and / or did not replace the radiation-exposure badges at
2 appropriate intervals.

3 ~~116-138.~~ DEFENDANTS wrongfully placed PLAINTIFFS, and the putative Class
4 at risk of exposure to chemotherapy radiation as there were no separate laundry facilities for
5 soiled clothing and other linens exposed to chemotherapy radiation at DEFENDANTS'
6 premises. Also, there was no signage outside of the chemotherapy room on DEFENDANTS'
7 premises warning PLAINTIFFS, and the putative Class of this hazardous area.

8 139. DEFENDANTS exposed PLAINTIFFS, and the putative Class to other hazardous
9 conditions including loud noises from many dogs barking in confined spaces. DEFENDANTS
10 never provided PLAINTIFFS, and the putative Class with hearing protection to help mitigate
11 these deafening noises. DEFENDANTS allowed non-certified staff to operate ethylene oxide
12 gas within DEFENDANTS' building, exposing all of DEFENDANTS' employees to this
13 hazardous gas. DEFENDANTS failed to repair broken electrical outlets and electrical covers,
14 and improperly stored heavy boxes that had a risk of falling on employees at its premises.

15 ~~117-140.~~ DEFENDANTS failed to provide SERGIO GARCIA and the putative
16 Class with a weightlifting belt or other tools to assist with lifting heavy boxes and items
17 weighing from 50 to 70 pounds.

18 ~~118-141.~~ During the COVID-19 pandemic, DEFENDANTS failed to properly
19 protect their employees from exposure to COVID-19 infected clients. Families of up to six
20 people without face coverings were allowed into confined spaces within the hospital to
21 accompany their pets while PLAINTIFFS, and the putative Class cared for those pets.

22 ~~119-142.~~ As evidenced by the conduct discussed, *supra*, DEFENDANTS clearly
23 failed to properly assess its workplace for hazardous conditions and implement a proper and
24 effective written injury-prevention program to protect PLAINTIFFS, and the putative Class
25 from workplace hazards.

26 ~~120-143.~~ DEFENDANTS' conduct flagrantly violated, among other laws, the
27 California Occupational Safety and Health Act of 1973 (CALIFORNIA LABOR CODE §§ 6300,
28 *et. seq.*) and the CALIFORNIA CODE OF REGULATIONS. The California Occupational Safety

1 and Health Act of 1973 requires employers to, inter alia, furnish employment and a place of
2 employment that is safe and healthful for the employees, to establish, implement, and
3 maintain a written and effective injury prevention program, to provide and use safety
4 devices and safeguards reasonably adequate to render the employment and place of
5 employment safe, and to assess the workplace to determine if hazards are present which
6 necessitate the use of personal protective equipment and then select, purchase, and have
7 each affected employee use, the types of personal protective equipment that will protect the
8 affected employee from the hazards identified in the hazard assessment.

9 ~~121-144.~~ DEFENDANTS' conduct flagrantly violated, among other laws, the
10 California Occupational Safety and Health Act of 1973 (CALIFORNIA LABOR CODE §§ 6300, *et*
11 *seq.*) and the CALIFORNIA CODE OF REGULATIONS. PLAINTIFFS, individually, and on behalf of
12 the putative Class, request recovery of civil penalties, attorney's fees, costs, and interest
13 thereon.

14 **EIGHTH CAUSE OF ACTION**

15 **FOR FAILURE TO PAY WAGES UPON TERMINATION OF EMPLOYMENT**

16 [CAL. LAB. CODE § 203]

17 ~~(By PLAINTIFFS, On TheirHis Own Behalvesf, On Behalf Of All Employees~~
18 ~~Similarly Situated, On Behalf Of All Aggrieved Employees, and Against All~~
19 ~~DEFENDANTSBy PLAINTIFF, on his own behalf and on behalf of all employees~~
20 ~~similarly situated, and Against All DEFENDANTS)~~

21 ~~122-145.~~ PLAINTIFFS and the putative Class repeat and re-allege paragraphs 1
22 through ~~144365264~~, inclusive, of this Complaint and they are incorporated herein by this
23 reference.

24 ~~123-146.~~ Under the applicable IWC Wage Order 5-2001 (as amended),
25 DEFENDANTS were the joint employers of PLAINTIFFS, and the putative Class.

26 ~~124-147.~~ CAL. LAB. CODE § 201(a) provides that a discharged employee's
27 unpaid wages are due and payable immediately. Under CAL. LAB. CODE § 202(a), when an
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1 employee not having a written contract for a definite period is terminated, his or her wages
2 become immediately due and payable.

3 ~~125-148.~~ CAL. LAB. CODE § 203 (a) provides, "If an employer willfully fails to
4 pay, without abatement or reduction, in accordance with Sections [201 and 202], any wages
5 of an employee who is discharged or who quits, the wages of the employee shall continue
6 as a penalty from the due date thereof at the same rate until paid or until an action therefore
7 is commenced; but the wages shall not continue for more than 30 days."

8 ~~126-149.~~ PLAINTIFFS~~S~~ and the putative Class did not have a written contract
9 for definite terms of employment. DEFENDANTS discharged PLAINTIFFS~~S~~ and members
10 of the putative Class from their employment within the applicable statute of limitations.
11 DEFENDANTS willfully failed to pay PLAINTIFFS~~S~~ and members of the putative Class
12 the wages due to them—without abatement or reduction.

13 ~~127-150.~~ Under CAL. LAB. CODE § 203, PLAINTIFFS~~S~~ and members of the
14 putative Class are entitled to one day's wages for each day ~~they~~~~he~~ were not timely paid all
15 wages due, up to a maximum of 30 days' wages. Because DEFENDANTS failed to pay
16 overtime wages owed, minimum wages owed, meal period wages owed, and rest period
17 wages owed, PLAINTIFFS~~S~~, individually, and on behalf of members of the putative Class,
18 seeks to recover 30 days' wages, and applicable penalties. PLAINTIFFS~~S~~, individually, and
19 on behalf of the putative Class, also seeks reasonable attorneys' fees and costs.

20 **NINTH CAUSE OF ACTION**

21 **FOR VIOLATION OF CALIFORNIA LABOR CODE SECTION 558**

22 [CAL. LAB. CODE § 558]

23 ~~(By PLAINTIFFS, On TheirHis Own Behalfves, On Behalf Of All Employees~~
24 ~~Similarly Situated, On-Behalf-Of-All-Aggrieved-Employees, and Against All~~
25 ~~DEFENDANTSBy PLAINTIFF, on his own behalf and on behalf of all employees~~
26 ~~similarly situated, and Against All DEFENDANTS)~~
27
28

1 ~~128-151.~~ PLAINTIFFS and the putative Class repeat and re-allege paragraphs 1
2 through ~~150421320~~, inclusive, of this Complaint and they are incorporated herein by this
3 reference.

4 ~~129-152.~~ Under the applicable IWC Wage Order 5-2001 (as amended),
5 DEFENDANTS were the joint employers of PLAINTIFFS, and the putative Class.

6 ~~130-153.~~ CAL. LAB. CODE § 558(a) provides, "Any employer or other person
7 acting on behalf of an employer who violates, or causes to be violated, a section of this
8 chapter or any provision regulating hours and days of work in any order of the Industrial
9 Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial
10 violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the
11 employee was underpaid in addition to an amount sufficient to recover underpaid wages.
12 (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee
13 for each pay period for which the employee was underpaid in addition to an amount
14 sufficient to recover underpaid wages." CAL. LAB. CODE § 558(d) provides, "The civil
15 penalties provided for in this section are in addition to any other civil or criminal penalty
16 provided by law."

17 — At all relevant times, DEFENDANTS violated the rights of PLAINTIFFS, and
18 the putative Class by violating various sections of the CAL. LAB. CODE. PLAINTIFFS,
19 individually, and on behalf of the putative Class, seeks the remedies set forth in CAL. LAB.
20 CODE § 558.

21 154.

22 **TENTH CAUSE OF ACTION**
23 **FOR FAILURE TO REIMBURSE BUSINESS EXPENSES**

24 **[CAL. LAB. CODE §§ 2800 and 2802]**

25 **(By SERGIO GARCIA PLAINTIFFS, On His Own Behalf, On Behalf Of All**
26 **Employees Similarly Situated, and Against All DEFENDANTS and Against All**
27 **DEFENDANTS)**

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1 155. SERGIO GARCIA~~PLAINTIFFS~~ repeats and re-alleges paragraphs 1 through
2 154~~15~~, inclusive, of this Complaint and they are incorporated herein by this reference.

3 156. Under the applicable IWC Wage Order 5-2001 (as amended), DEFENDANTS
4 were the joint employers of SERGIO GARCIA, and the putative Class. PLAINTIFFS.

5 157. CAL. LAB. CODE §§ 2800 and 2802 provide that an employer must reimburse
6 employees for all necessary expenditures incurred in an employee's course and scope of
7 employment.

8 158. SERGIO GARCIA, and the putative Class,~~PLAINTIFFS~~ incurred necessary
9 business-related expenses and costs that were not fully reimbursed by DEFENDANTS.

10 159. Necessary unreimbursed business-related expenses include, but were not
11 limited to SERGIO GARCIA's, and the putative Class's ~~PLAINTIFFS'~~ purchases and use
12 of ~~of uniforms~~ personal protective equipment, tools, lawn equipment, parts and fuel for lawn
13 equipment, and personal vehicles for work purposes as required by DEFENDANTS.

14 160. DEFENDANTS maintained a policy of requiring their employees to- wear
15 specialized uniforms ~~use their personal own personal protective equipment, tools, lawn~~
16 equipment, parts, and fuel for lawn equipment, and personal vehicles for work purposes.
17 DEFENDANTS, however, did not reimburse SERGIO GARCIA, and the putative
18 Class,~~PLAINTIFFS~~ for the cost of these necessary items.

19 161. DEFENDANTS have intentionally and willfully failed to fully reimburse
20 SERGIO GARCIA, and the putative Class, PLAINTIFFS for necessary business-related
21 expenses and costs in violation of CAL. LAB. CODE §§ 2800 and 2802.

22 162. Under CAL. LAB. CODE §§ 2800 and 2802, SERGIO GARCIA, on his own
23 behalf, and on behalf of the putative Class,~~PLAINTIFFS~~ seeks to recover their business-
24 related expenses incurred during the course and scope of their employment with
25 DEFENDANTS, plus interest and penalties. SERGIO GARCIA, on his own behalf, and on
26 behalf of the putative Class,~~PLAINTIFFS~~ also seeks reasonable attorneys' fees and costs.

27 **ELEVENTH CAUSE OF ACTION**
28 **FAILURE TO PROVIDE ADEQUATE SEATING**

(Labor Code § 1198; Cal. Code of Regs. § 11010(14))

(By SERGIO GARCIA, On His Own Behalf, On Behalf Of All Employees Similarly
Situating, and Against All DEFENDANTS By PLAINTIFF, On Her Own Behalf and On
Behalf of All Aggrieved Employees, Against All DEFENDANTS)

163. SERGIO GARCIA Plaintiff repeats and re-alleges paragraphs 1 through 16299,
inclusive, of this Complaint and they are incorporated herein by this reference.

164. Under Pursuant to the applicable IWC Wage Order 5-2001 (as amended),
DEFENDANTS were the joint employers of- SERGIO GARCIA, and the putative Class.

165. CAL. LAB. CODE § 1198 makes it illegal to employ an employee under
conditions of labor that are prohibited by the applicable wage order.

166. CAL. LAB. CODE § 1198 requires that "...the standard conditions of labor
fixed by the commission shall be the . . . standard conditions of labor for employees. The
employment of any employee...under conditions of labor prohibited by the order is
unlawful."

167. CAL. CODE REGS., Title 8, section 11010(14)(A) provides, that A "[a]ll
working employees shall be provided with suitable seats when the nature of the work
reasonably permits the use of seats."

168. CAL. CODE REGS., Title 8, section 11010(14)(B) provides that "W[hen]
employees are not engaged in the active duties of their employment and the nature of the
work requires standing, an adequate number of suitable seats shall be placed in reasonable
proximity to the work area and employees shall be permitted to use such seats when it does
not interfere with the performance of their duties."

169. DEFENDANTS violated CAL. LAB. CODE § 1198 and CAL. CODE REGS., Title
8, section 11010(14) because DEFENDANTS failed to provide adequate seating to
SERGIO GARCIA, and the putative Class, while they were on and off duty.
DEFENDANTS forced SERGIO GARCIA, and the putative Class, to sit at an unreasonably
high ledge in DEFENDANTS' treatment area. DEFENDANTS provided flimsy, regular-
height desk chairs to SERGIO GARCIA, and other aggrieved employees for when they

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1 worked at the high ledge in the treatment area. As a result of the ergonomic unsuitability of
2 the chairs for the work area, SERGIO GARCIA would suffered pain in his wrists and
3 transient paresthesia in his legs during every shift. SERGIO GARCIA, and the putative
4 Class, were forced to work without adequate seating for the majority of their shifts, who
5 was otherwise required to work standing at all times, was forced to continue to stand
6 during any time that she was not engaged in the active duties of her employment.

7 170. SERGIO GARCIA and the putative Class are Ttherefore, is entitled to
8 recover all remedies available for violations of CAL. LAB. CODE § 1198 and CAL. CODE
9 REGS, Title 8, section 11010(14).

10
11 131.—

12 **TWELFTH TENTH CAUSE OF ACTION**

13 **FOR UNFAIR COMPETITION**

14 [CAL. BUS. & PROF. CODE § 17200 et seq.]

15 **(By PLAINTIFFS, On TheirHis Own Behalvesf, On Behalf Of All Employees**
16 **Similarly Situated, On Behalf Of All Aggrieved Employees, and Against All**
17 **DEFENDANTSBy PLAINTIFF, on his own behalf and on behalf of all employees**
18 **similarly situated, and Against All DEFENDANTS)**

19 132-171. PLAINTIFFS and the putative Class repeat and re-allege paragraphs 1
20 through 170465364, inclusive, of this Complaint and they are incorporated herein by this
21 reference.

22 133-172. Under the applicable IWC Wage Order 5-2001 (as amended),
23 DEFENDANTS were the joint employers of PLAINTIFFS, and the putative Class.
24 DEFENDANTS are also a “person” as that term is defined under CAL. BUS. & PROF. CODE
25 § 17021.

26 134-173. CAL. BUS. & PROF. CODE section 17200 defines unfair competition as
27 any unlawful, unfair, or fraudulent business act or practice. At all times relevant hereto, by
28 and through the conduct described herein, DEFENDANTS have engaged in unfair and

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1 unlawful practices by, among other violations, failing to properly implement an alternative
2 workweek schedule, failing to pay overtime wages to PLAINTIFFS, and the putative Class,
3 failing to pay minimum wages to ~~BRET CHECKETTS, PLAINTIFF,~~ and the putative
4 Class, failing to provide compliant meal and rest periods to PLAINTIFFS, and the putative
5 Class, failing to provide accurate wage statements to PLAINTIFFS, and the putative Class,
6 failing to provide PLAINTIFFS, and the putative Class with a healthy and safe workplace
7 compliant with the California Occupational Safety and Health Act of 1973, and failing to
8 provide wages due upon termination of employment to PLAINTIFFS, and members of the
9 putative Class, under the applicable CAL. LAB. CODE, and Industrial Welfare Commission
10 requirements in violation of CAL. BUS. & PROF. CODE § 17200 et seq., failing to provide
11 reimbursement of necessary business expenses incurred in the course and scope of
12 PLAINTIFFS' and the putative Class' employment, and failing to provide SERGIO
13 GARCIA, and the putative Class, with adequate seating, and have thereby deprived
14 PLAINTIFFS, and the putative Class of fundamental rights and privileges.

15 ~~135-174.~~ By and through the unfair and unlawful business practices described
16 herein, DEFENDANTS have obtained valuable property, money, and services from
17 PLAINTIFFS, and the putative Class and have deprived them of valuable rights and
18 benefits guaranteed by law, all to the detriment of PLAINTIFFS, and the putative Class.

19 ~~136-175.~~ All the acts described herein are violations of, among other things, the
20 CAL. LAB. CODE, CAL. CODE REGS., and Industrial Welfare Commission Wage Order 5; are
21 unlawful and in violation of public policy; and in addition are immoral, unethical,
22 oppressive, and unscrupulous, and thereby constitute unfair and unlawful business practices
23 in violation of CAL. BUS. & PROF. CODE § 17200 et seq.

24 ~~137-176.~~ PLAINTIFFS, and the putative Class are entitled to and seek such
25 relief as may be necessary to restore to them the money and property that DEFENDANTS
26 have acquired, or of which PLAINTIFFS, and the putative Class have been deprived, by
27 means of the above-described unfair and unlawful business practices.
28

1 ~~138.~~177. PLAINTIFFS~~S~~ and the putative Class are further entitled to seek a
2 declaration that the above-described business practices are unfair and unlawful and that an
3 injunctive relief should be issued restraining DEFENDANTS from engaging in any of the
4 above-described unfair and unlawful business practices in the future.

5 178. PLAINTIFFS~~S~~ and the putative Class have no plain, speedy, and/or adequate
6 remedy at law to redress the injuries that they have suffered as a consequence of
7 DEFENDANTS' unfair and unlawful business practices. As a result of the unfair and
8 unlawful business practices described above, PLAINTIFFS~~S~~ and the putative Class have
9 suffered and will continue to suffer irreparable harm unless DEFENDANTS are restrained
10 from continuing to engage in these unfair and unlawful business practices. In addition,
11 DEFENDANTS should be required to disgorge the unpaid moneys to PLAINTIFFS~~S~~ and
12 the putative Class.

13 ~~____~~ ~~///~~

14 ~~____~~ ~~///~~

15 ~~____~~ ~~///~~

16 ~~____~~ ~~///~~

17 ~~____~~ ~~///~~

18 **THIRTEENTH ELEVENTH CAUSE OF ACTION**
19 **FOR PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT**
20 **[California Labor Code § 2698, et seq.]**
21 **(By PLAINTIFFS, On TheirHis Own Behalvesf, and As-a Private Attorneys Generals**
22 **for All Aggrieved Employees, and Against All DEFENDANTS)**

23 179. PLAINTIFFS repeats and re-alleges paragraphs 1 through 17854344, inclusive, of
24 this Complaint and they are incorporated herein by this reference.

25 180. CAL. LAB. CODE §§ 2698-2699, tThe Private Attorneys General Act of 2004
26 expressly establishes that any provision of the CAL. LAB. CODE which provides for a civil
27 penalty to be assessed and collected by the Labor and Workforce Development Agency
28 ("LWDA"), or any of its departments, divisions, commissions, boards, agencies or employees

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1 for a violation of the CAL. LAB. CODE, may be recovered through a civil action brought by an
2 aggrieved employee on behalf of himself or herself, and other current or former employees.

3 181. Whenever the LWDA, or any of its departments, divisions, commissions, boards,
4 agencies, or employees has discretion to assess a civil penalty, a court in a civil action is
5 authorized to exercise the same discretion, subject to the same limitations and conditions, to
6 assess a civil penalty.

7 182. PLAINTIFFS and all persons employed by DEFENDANTS as hourly paid
8 employees, are "aggrieved employees" as defined by CAL. LAB. CODE § 2699 in that they are all
9 current or former employees of DEFENDANTS, and one or more of the alleged violations was
10 committed against them.

11 183. PLAINTIFFS asserts all of theirhis claims in this Complaint on theirhis own
12 behalfesf and on behalf of all aggrieved employees in theirhis capacity as a Private Attorneysy
13 Generals, and seeks all statutory penalties available under CAL. LAB. CODE §§ 2698-2699.

14 184. On September 15, 2020, BRET CHECKETTS gave written notice by certified mail
15 to and Defendants ADVANCED VETERINARY SPECIALTY, INC, ANDREA L. WELLS,
16 and MATT HERNANDEZ of the specific code provisions alleged to have been violated, as
17 required by CAL. LAB. CODE § 2699.3. On the same date, BRET CHECKETTS submitted a
18 "PAGA Claim Notice" to the Labor and Workforce Development Agency ("LWDA") through
19 its online portal. BRET CHECKETT's PAGA Notice Letter and LWDA Claim Submissions
20 indicated that he, "as an aggrieved employee, on his own behalf and on behalf of other
21 employees of Advanced Veterinary Specialty, Inc., Andrea L. Wells, Matt Hernandez, and any
22 other affiliated entity ("AVS"), intends to seek civil penalties, attorney's fees, costs, and other
23 available relief for violations of the California Labor Code, which are recoverable under the
24 CALIFORNIA LABOR CODE PRIVATE ATTORNEY GENERAL ACT OF 2004 ("the Act") (CAL. LABOR
25 CODE §2698 et. seq.)." The statutory waiting period for BRET CHECKETTS PLAINTIFF to
26 add these allegations to the Complaint has expired. As a result, pursuant to CAL. LAB. CODE §
27 2699.3, BRET CHECKETTSPLAINTIFF, on behalf of himself and all aggrieved employees,
28

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1 may now commence a representative civil action pursuant to CAL. LAB. CODE § 2699 as the
2 proxy of the State of California.

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3 185. On December 30, 2020, SERGIO GARCIA gave written notice by certified mail to
4 and Defendants ADVANCED VETERINARY SPECIALTY, INC, ANDREA L. WELLS, and
5 MATT HERNANDEZ of the specific code provisions alleged to have been violated, as required
6 by CAL. LAB. CODE § 2699.3. On the same date, SERGIO GARCIA submitted a "PAGA Claim
7 Notice" to the Labor and Workforce Development Agency ("LWDA") through its online portal.
8 SERGIO GARCIA's PAGA Notice Letter and LWDA Claim Submissions indicated that he, "as
9 an aggrieved employee, on his own behalf and on behalf of other employees of Advanced
10 Veterinary Specialty, Inc., Andrea L. Wells, Matt Hernandez, and any other affiliated entity
11 ("AVS"), intends to seek civil penalties, attorney's fees, costs, and other available relief for
12 violations of the California Labor Code, which are recoverable under the CALIFORNIA LABOR
13 CODE PRIVATE ATTORNEY GENERAL ACT OF 2004 ("the Act") (CAL. LABOR CODE §2698 et
14 seq.)." The statutory waiting period for SERGIO GARCIA to add these allegations to the
15 Complaint has expired. As a result, pursuant to CAL. LAB. CODE § 2699.3, SERGIO GARCIA,
16 on behalf of himself and all aggrieved employees, may now commence a representative civil
17 action pursuant to CAL. LAB. CODE § 2699 as the proxy of the State of California.

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18 186. DEFENDANTS' conduct, as alleged herein, violates numerous sections of the
19 CAL. LAB. CODE , including, but not limited to, the following: The policies, acts and practices
20 heretofore described were and are unlawful business acts or practices because DEFENDANTS:

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21 Violations of CAL. LAB. CODE § 511 for DEFENDANTS' failure to properly
22 institute an alternative workweek schedule for PLAINTIFF, and other aggrieved
23 employees;

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24 (a) Violations of CAL. LAB. CODE §§ 510, 1194, 1194.2, and 1198 for
25 DEFENDANTS' failure to pay overtime compensation and liquidated damages
26 to PLAINTIFF, and other aggrieved employees;

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27 (b) Violations of CAL. LAB. CODE §§ 1182.12, 1194; 1194.2; 1197; 1197.1; and
28 1198 and 8 CAL. CODE REGS. §§ 11050 for DEFENDANTS' failure to pay

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1 minimum wages and liquidated damages to PLAINTIFF, and other aggrieved
2 employees;

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3 (c) Violations of CAL. LAB. CODE § 511 for DEFENDANTS' failure to properly
4 institute an alternative workweek schedule for PLAINTIFFS, and other
5 aggrieved employees;

6 (d) Violations of CAL. LAB. CODE §§ 510, 1194, 1194.2, and 1198 for
7 DEFENDANTS' failure to pay overtime compensation and liquidated damages
8 to PLAINTIFFS, and other aggrieved employees;

9 (e) Violations of CAL. LAB. CODE §§ 1182.12, 1194; 1194.2; 1197; 1197.1; and
10 1198 and 8 CAL. CODE REGS. §§ 11050 for DEFENDANTS' failure to pay
11 minimum wages and liquidated damages to BRET CHECKETTS, and other
12 aggrieved employees;

13 (f) Violations of CAL. LAB. CODE §§ 226.7 and 512, and 8 CAL. CODE REGS. §§
14 11050 for DEFENDANTS' failure to provide meal periods to PLAINTIFFS,
15 and other aggrieved employees;

16 (g) Violations of CAL. LAB. CODE §§ 226.7 and 512, and 8 CAL. CODE REGS. §§
17 11050 for DEFENDANTS' failure to provide rest periods to PLAINTIFFS, and
18 other aggrieved employees;

19 (h) Violations of CAL. LAB. CODE §§ -226(a), 1174(d), and 1198 for
20 DEFENDANTS' failure to provide accurate itemized wage statements to
21 PLAINTIFFS, and other aggrieved employees and to maintain accurate payroll
22 records for PLAINTIFFS and other aggrieved employees;

23 (i) Violations of CAL. LAB. CODE §§ 6300, et seq. for DEFENDANTS' failure to
24 provide a safe and healthy workplace in violation of the California Occupational
25 Safety and Health Act of 1973 to PLAINTIFFS, and other aggrieved employees;

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26 (j) Violations of CAL. LAB. CODE § 203 for DEFENDANTS' failure to timely pay
27 wages to PLAINTIFF, and other aggrieved employees;
28

1 (k) Violations of CAL. LAB. CODE §§ 2800 and 2802 for DEFENDANTS' failure to
2 reimburse necessary business expenses incurred by SERGIO GARCIA, and
3 other aggrieved employees in the course and scope of their employment; and,

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4 (l) Violations of CAL. LAB. CODE § 1198 for DEFENDANTS' failure to provide
5 adequate seating to SERGIO GARCIA and other aggrieved employees.

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6 139. Violations of CAL. LAB. CODE §§ 226.7 and 512, and 8 CAL. CODE REGS. §§
7 11050 for DEFENDANTS' failure to provide meal periods to PLAINTIFF, and
8 other aggrieved employees;

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9 140. Violations of CAL. LAB. CODE §§ 226.7 and 512, and 8 CAL. CODE REGS. §§
10 11050 for DEFENDANTS' failure to provide rest periods to PLAINTIFF, and
11 other aggrieved employees;

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12 141. Violations of CAL. LAB. CODE §§ 226(a), 1174(d), and 1198 for

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13 DEFENDANTS' failure to provide accurate itemized wage statements to
14 PLAINTIFF, and other aggrieved employees and to maintain accurate payroll
15 records for PLAINTIFF and other aggrieved employees;

16 — Violations of CAL. LAB. CODE §§ 6300, et seq. for DEFENDANTS' failure to
17 provide a safe and healthy workplace in violation of the California Occupational
18 Safety and Health Act of 1973 to PLAINTIFF, and other aggrieved employees;
19 and,

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20 — Violations of CAL. LAB. CODE § 203 for DEFENDANTS' failure to timely pay
21 wages to PLAINTIFF, and other aggrieved employees;

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22 — (a) failed to properly institute an alternative workweek schedule for PLAINTIFF,
23 and other aggrieved employees; (b) failed to pay overtime compensation and liquidated
24 damages to PLAINTIFF, and other aggrieved employees; (c) failed to pay minimum wages and
25 liquidated damages to PLAINTIFF, and other aggrieved employees; (d) failed to provide meal
26 periods to PLAINTIFF, and other aggrieved employees; (e) failed to provide rest periods to
27 PLAINTIFF, and other aggrieved employees; (f) failed to provide accurate itemized wage to
28 PLAINTIFF, and other aggrieved employees; (g) failed to provide a safe and healthy workplace

1 in violation of the California Occupational Safety and Health Act of 1973 to PLAINTIFF, and
2 other aggrieved employees; and, (h) failed to timely pay wages to PLAINTIFF, and other
3 aggrieved employees, all in violation of the applicable CAL. LAB. CODE sections listed in CAL.
4 LAB. CODE § 2699.5, including but not limited to CAL. LAB. CODE §§ 201, 202, 203, 226, 226.7,
5 227.3, 510, 512, 558, 1174, 1194, 1194.2, 1198, 6300, 6400, 6401.7, 6402, 6403-6404, which
6 include penalties under CAL. LAB. CODE sections, 210, 225.5, 226.3, 558, 1174.5, 1197.1, 2699
7 and the applicable Wage Order(s), and thereby giving rise to statutory penalties as a result of
8 such conduct.

9 — PLAINTIFF BRET CHECKETTS, on his own behalf and on behalf of all
10 aggrieved employees, hereby seeks recovery of civil penalties as prescribed by the CAL. LAB.
11 CODE Private Attorney General Act of 2004 as the representative of the State of California for
12 the illegal conduct perpetrated on PLAINTIFF, and all aggrieved employees by
13 DEFENDANTS.

14 142.187. Therefore, PLAINTIFFS, on theirhis own behalvesf and on behalf of all
15 aggrieved employees, can and hereby does seeks recovery of all civil penalties as prescribed by
16 the CAL. LAB. CODE §§ 2698-2699, the Private Attorneys General Act of 2004, as the
17 representatives of the State of California, for the illegal conduct perpetrated on PLAINTIFFS,
18 and all aggrieved employees by DEFENDANTS.

19 PRAYER

20 WHEREFORE, PLAINTIFFS, individually, and on behalf of the putative Class,
21 prays for judgment against each Defendant, jointly and severally, as follows:

22 1. ON THE FIRST CAUSE OF ACTION:

- 23 (a) For compensatory damages;
24 (b) For an award of interest, including prejudgment interest at the legal
25 rate; and,
26 (c) For statutory penalties, interest, costs of suit, and attorneys' fees.

27 2. ON THE SECOND CAUSE OF ACTION:

- 28 (a) For overtime wage compensation and liquidated damages;

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- (b) For an award of interest, including prejudgment interest at the legal rate; and,
- (c) For statutory penalties, interest, costs of suit and attorneys' fees.

3. ON THE THIRD CAUSE OF ACTION:

- (a) For minimum wage compensation and liquidated damages;
- (b) For an award of interest, including prejudgment interest at the legal rate; and,
- (c) For statutory penalties, interest, costs of suit, and attorneys' fees.

4. ON THE FOURTH, FIFTH, SIXTH, SEVENTH, EIGHTH, AND NINTH CAUSES OF ACTION:

- (a) For compensatory damages, including lost wages;
- (b) For an award of interest, including prejudgment interest at the legal rate; and,
- (c) For statutory penalties, interest, costs of suit, and attorneys' fees.

5. ON THE TENTH CAUSE OF ACTION:

- (a) For all unreimbursed business expenses and such general and special damages as may be appropriate;
- (b) For all actual, consequential and incidental losses and damages, according to proof; and,
- (c) For statutory penalties, interest, costs of suit, and attorneys' fees.

6. ON THE ELEVENTH CAUSE OF ACTION:

- (a) For statutory penalties, interest, costs of suit and attorneys' fees.

~~(e)-~~

5.7. ON THE TWELFTH TENTH CAUSE OF ACTION:

- (a) For restitution and disgorgement;
- (b) For injunctive relief ordering the continuing unfair business acts and practices to cease, or as the Court otherwise deems just and proper;

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and,

(c) For other injunctive relief ordering DEFENDANTS to notify Plaintiff and the Class that they have not been paid the proper amounts required in accordance with California law.

8. ON THE THIRTEENTH ELEVENTH CAUSE OF ACTION:

(a) That the Court declare, adjudge and decree that DEFENDANTS violated the following CAL. LAB. CODE ~~California Labor Code~~ provisions as to PLAINTIFF and/or other aggrieved employees;

1. CAL. LAB. CODE § 511 for DEFENDANTS' failure to properly institute an alternative workweek schedule for PLAINTIFF, and other aggrieved employees;
2. CAL. LAB. CODE §§ 510, 1194, 1194.2, and 1198 for DEFENDANTS' failure to pay overtime compensation and liquidated damages to PLAINTIFF, and other aggrieved employees;
3. CAL. LAB. CODE §§ 1182.12, 1194; 1194.2; 1197; 1197.1; and 1198 and 8 CAL. CODE REGS. §§ 11050 for DEFENDANTS' failure to pay minimum wages and liquidated damages to PLAINTIFF, and other aggrieved employees;
4. CAL. LAB. CODE §§ 226.7 and 512, and 8 CAL. CODE REGS. §§ 11050 for DEFENDANTS' failure to provide meal periods to PLAINTIFF, and other aggrieved employees;
5. CAL. LAB. CODE §§ 226.7 and 512, and 8 CAL. CODE REGS. §§ 11050 for DEFENDANTS' failure to provide rest periods to PLAINTIFF, and other aggrieved employees;
6. CAL. LAB. CODE §§ 226(a), 1174(d), and 1198 for DEFENDANTS' failure to provide accurate itemized wage statements to PLAINTIFF, and other aggrieved employees and

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to maintain accurate payroll records for PLAINTIFF and other aggrieved employees;

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7. CAL. LAB. CODE §§ 6300, et seq. for DEFENDANTS' failure to provide a safe and healthy workplace in violation of the California Occupational Safety and Health Act of 1973 to PLAINTIFF, and other aggrieved employees; and,

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8. CAL. LAB. CODE § 203 for DEFENDANTS' failure to timely pay wages to PLAINTIFF, and other aggrieved employees,

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9. CAL. LAB. CODE § 2800, and 2802 for DEFENDANTS' failure to reimburse necessary business expenses; and,

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10. CAL. LAB. CODE § 1198 for DEFENDANTS' failure to provide adequate seating

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(b) For civil penalties under ~~pursuant to~~ CAL. LAB. CODE §§ 210, 226.3, 256, 558, 1174.5, 1197.1, and/or 2699(a), (f) and (g), for violations of CAL. LAB. CODE §§ 201, 202, 203, 226, 226.7, 227.3, 510, 511, 512, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 6300, 6400, 6401.7, 6402, 6403 6404;

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(c) For attorneys' fees and costs under ~~pursuant to~~ California Labor Code section 2699(g)(1), and any and all other relevant statutes, for Defendant's violations of CAL. LAB. CODE §§ 201, 202, 203, 226, 226.7, 227.3, 510, 511, 512, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 6300, 6400, 6401.7, 6402, 6403 6404;

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(d) For pre-judgment and post-judgment interest as provided by law; and,

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(e) For such other and further relief as the Court may deem equitable and appropriate,

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~~(e) For statutory penalties, interest, costs of suit, and attorneys' fees.~~

6.9. **ON ALL CAUSES OF ACTION:**

(a) For reasonable attorneys' fees;

- (b) For costs of suit;
(c) For prejudgment interest; and,
(d) For other and further relief their court deems just and proper.

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Dated: April 2, 2021

LAW OFFICES OF DAVID R. GREIFINGER

By: DAVID R. GREIFINGER
*Attorneys for Plaintiffs and the putative
Class*

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DEMAND FOR JURY TRIAL

PLAINTIFF demands a jury trial on issues triable to a jury.

Dated: April 2, 2021

LAW OFFICES OF DAVID R. GREIFINGER

By: DAVID R. GREIFINGER
*Attorneys for Plaintiffs and the putative
Class*

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within lawsuit; my business address is 15515 W. Sunset Boulevard, Unit 214, Pacific Palisades, CA 90272.

On April 5, 2021 I served the foregoing document described as
**STIPULATION REGARDING REQUEST FOR LEAVE TO AMEND COMPLAINT;
[PROPOSED] ORDER** on the interested parties in this action by placing ☒ a true copy thereof on:

Andrea F. Oxman
Michael A. Hood
Jonathan D. Kent
JACKSON LEWIS
725 S. Figueroa Street, Suite 2500
Los Angeles, CA 90017
andrea.oxman@jacksonlewis.com
michael.hood@jacksonlewis.com
jonathan.kent@jacksonlewis.com
Attorneys for Defendants ADVANCED
VETERINARY SPECIALTY, INC,
ANDREA L. WELLS, MATT
HERNANDEZ

- ☒ (BY MAIL): as follows: I deposited the envelopes for mailing in the ordinary course of business at Los Angeles County, California. I am "readily familiar" with this firm's practice of collection and processing correspondence for mailing. Under that practice, the sealed envelopes are deposited with the U.S. Postal Service that same day in the ordinary course of business, with postage thereon fully prepaid at Los Angeles County, California.
- ☐ (BY OVERNIGHT DELIVERY): as follows: I am "readily familiar" with this firm's practice of collection and processing correspondence for overnight delivery. Under that practice, overnight packages are enclosed in a sealed envelope with a packing slip attached thereto fully prepaid. The packages are picked up by the carrier at our offices or delivered by our office to a designated collection site.
- ☒ BY E-MAIL: I hereby certify that this document was served from Los Angeles County, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address or e-mail of record in this action.

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

Executed on April 5, 2021 at Los Angeles County, California.

Calvin A. Marshall, Esq.

Type or Print Name



Signature