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ERICK RIVAS, IRIS RIVAS, and JUAN VASQUEZ*

FILED
Superior Court of California
County of Los Angeles

02/25/2021

Sherri R. Carter, Executive Officer / Clerk of Court

By: T. De La Paz Deputy

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

ERICK RIVAS, an individual, and on behalf of
all aggrieved employees; IRIS RIVAS, an
individual, and on behalf of all aggrieved
employees; and JUAN VASQUEZ, an
individual

Plaintiffs,

vs.

CASTAIC CANINE CAMP, LLC, a California
corporation; LINDA CHISHOLM, an
individual; and DOES 1 through 50 inclusive

Defendants.

Case No. 20STCV35030

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

- 1. FAILURE TO PAY OVERTIME
COMPENSATION AND
LIQUIDATED DAMAGES [CAL.
LAB. CODE §§ 510, 1194, 1194.2,
and 1198];**
- 2. 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];**
- 3. FAILURE TO PAY REPORTING
TIME WAGES AND
LIQUIDATED DAMAGES [CAL.
LAB. CODE § 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. FAILURE TO REIMBURSE BUSINESS EXPENSES [CAL. LAB. CODE §§ 2800, 2802];
 8. VIOLATIONS OF THE CALIFORNIA OCCUPATIONAL SAFETY AND HEALTH ACT OF 1973 [CAL. LAB. CODE §§ 6300, *et seq.*];
 9. CONVERSION - IMPROPER RECEIPT AND DISTRIBUTION OF GRATUITIES [CAL. LAB. CODE § 351];
 10. FAILURE TO PAY WAGES UPON TERMINATION OF EMPLOYMENT [CAL. LAB. CODE § 203];
 11. VIOLATION OF CALIFORNIA LABOR CODE § 558;
 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 14, 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 their 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 Plaintiffs bring this Complaint on their own behalf and on behalf of all aggrieved employees.

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 Los Angeles. Further, each of the Defendants owned and operated their businesses in the County of Los Angeles.

II.

THE PARTIES

PLAINTIFFS

3. ERICK RIVAS is, and at all material times mentioned was:

- (a) An individual who resides in the County of Los Angeles, California;
- (b) Jointly employed as an hourly paid employee by CASTAIC CANINE CAMP, LLC; LINDA CHISHOLM; and/or DOES 1 through 50 (“DEFENDANTS”), from on or about 2008 to March 17, 2020;
- (c) Was misclassified as an “independent contractor”;
- (d) Was not properly paid for overtime hours worked;
- (e) Was not properly paid minimum wages for hours worked;
- (f) Was not properly paid reporting time wages;
- (g) Did not receive compliant meal periods or meal period premiums;
- (h) Did not receive compliant rest periods or rest period premiums;
- (i) Did not receive accurate itemized wage statements;
- (j) Did not receive proper reimbursements for business expenses incurred in the course and scope of his employment;
- (k) Was subjected to an unhealthy and unsafe workplace in violation of the California Occupational Safety and Health Act of 1973;
- (l) Was not properly provided all gratuities received by DEFENDANTS and / or was subject to improper deductions from wages for gratuities directly received;
- (m) When terminated from his employment, was not paid for overtime wages owed, minimum wages owed, reporting time wages owed, and

meal period wages owed, and rest period wages owed within the time limits prescribed by CAL. LABOR CODE § 201

4. IRIS RIVAS is, and at all material times mentioned was:

- (a) An individual who resides in the County of Los Angeles, California;
- (b) Jointly employed as an hourly paid employee by CASTAIC CANINE CAMP, LLC; LINDA CHISHOLM; and/or DOES 1 through 50 (“DEFENDANTS”), from on or about 2002 to March 20, 2020;
- (c) Was misclassified as an “independent contractor”;
- (d) Was not properly paid for overtime hours worked;
- (e) Was not properly paid minimum wages for hours worked;
- (f) Was not properly paid reporting time wages;
- (g) Did not receive compliant meal periods or meal period premiums;
- (h) Did not receive compliant rest periods or rest period premiums;
- (i) Did not receive accurate itemized wage statements;
- (j) Did not receive proper reimbursements for business expenses incurred in the course and scope of his employment;
- (k) Was subjected to an unhealthy and unsafe workplace in violation of the California Occupational Safety and Health Act of 1973;
- (l) Was not properly provided all gratuities received by DEFENDANTS and / or was subject to improper deductions from wages for gratuities directly received;
- (m) When terminated from her employment, was not paid for overtime wages owed, minimum wages owed, reporting time wages owed, and meal period wages owed, and rest period wages owed within the time limits prescribed by CAL. LABOR CODE § 201

5. JUAN VASQUEZ is, and at all material times mentioned was:

- (a) An individual who resides in the County of Los Angeles, California;

- (b) Jointly employed as an hourly paid employee by CASTAIC CANINE CAMP, LLC; LINDA CHISHOLM; and/or DOES 1 through 50 (“DEFENDANTS”), from on or about 2015 to March 20, 2020;
- (c) Was misclassified as an “independent contractor”;
- (d) Was not properly paid for overtime hours worked;
- (e) Was not properly paid minimum wages for hours worked;
- (f) Was not properly paid reporting time wages;
- (g) Did not receive compliant meal periods or meal period premiums;
- (h) Did not receive compliant rest periods or rest period premiums;
- (i) Did not receive accurate itemized wage statements;
- (j) Did not receive proper reimbursements for business expenses incurred in the course and scope of his employment;
- (k) Was subjected to an unhealthy and unsafe workplace in violation of the California Occupational Safety and Health Act of 1973;
- (l) Was not properly provided all gratuities received by DEFENDANTS and / or was subject to improper deductions from wages for gratuities directly received;
- (m) When terminated from his employment, was not paid for overtime wages owed, minimum wages owed, reporting time wages owed, and meal period wages owed, and rest period wages owed within the time limits prescribed by CAL. LABOR CODE § 201

6. ERICK RIVAS, IRIS RIVAS, and JUAN VASQUEZ are collectively referred to as “PLAINTIFFS” throughout this Complaint.

DEFENDANTS

7. PLAINTIFFS are informed and believe, and based upon that information and belief allege, that Defendant CASTAIC CANINE CAMP, LLC, is, and at all times mentioned was:

- 1 (a) A California corporation authorized to conduct business, and actually
2 conducting business, in Los Angeles County, California;
- 3 (b) The owner and operator of a pet boarding facility in Castaic,
4 California;
- 5 (c) Along with LINDA CHISHOLM, and DOES 1 through 50, inclusive,
6 was the former joint employer of PLAINTIFFS, and all aggrieved
7 employees, as CASTAIC CANINE CAMP, LLC, LINDA
8 CHISHOLM, and DOES 1 through 50 controlled PLAINTIFFS', and
9 all aggrieved employees', wages, hours, working conditions, and how
10 PLAINTIFFS, and all aggrieved employees, were paid;
- 11 (d) Failed to properly pay PLAINTIFFS, and all aggrieved employees, for
12 overtime wages, for minimum wages, for reporting time wages, for
13 missed meal periods, and for missed rest periods, failed to provide
14 PLAINTIFFS, and all aggrieved employees, with accurate itemized
15 wage statements, failed to reimburse PLAINTIFFS, and all aggrieved
16 employees, for business expenses incurred in the course of their
17 employment, failed to provide PLAINTIFFS, and all aggrieved
18 employees, with a safe and healthy workplace in violation of the
19 California Occupational Safety and Health Act of 1973, failed to
20 properly distribute all gratuities received on behalf of PLAINTIFFS,
21 and all aggrieved employees, and failed to pay PLAINTIFFS, and all
22 aggrieved employees, for wages due upon termination. Each of these
23 transgressions violated the CAL. LAB. CODE.

24 8. PLAINTIFFS are informed and believe, and based upon that information and
25 belief allege, that Defendant LINDA CHISHOLM is, and at all times mentioned was:

- 26 (a) An individual who resides in Los Angeles County, California;
- 27 (b) The owner and operator of CASTAIC CANINE CAMP, LLC;
- 28

- 1 (c) The owner and operator of a pet boarding facility in Castaic,
2 California;
- 3 (d) Along with CASTAIC CANINE CAMP, LLC, and DOES 1 through
4 50, inclusive, was the former joint employer of PLAINTIFFS, and all
5 aggrieved employees, as LINDA CHISHOLM, CASTAIC CANINE
6 CAMP, LLC, and DOES 1 through 50 controlled PLAINTIFFS', and
7 all aggrieved employees', wages, hours, working conditions, and how
8 PLAINTIFFS, and all aggrieved employees, were paid;
- 9 (e) Failed to properly pay PLAINTIFFS, and all aggrieved employees, for
10 overtime wages, for minimum wages, for reporting time wages, for
11 missed meal periods, and for missed rest periods, failed to provide
12 PLAINTIFFS, and all aggrieved employees, with accurate itemized
13 wage statements, failed to reimburse PLAINTIFFS, and all aggrieved
14 employees, for business expenses incurred in the course of their
15 employment, failed to provide PLAINTIFFS, and all aggrieved
16 employees, with a safe and healthy workplace in violation of the
17 California Occupational Safety and Health Act of 1973, failed to
18 properly distribute all gratuities received on behalf of PLAINTIFFS,
19 and all aggrieved employees, and failed to pay PLAINTIFFS, and all
20 aggrieved employees, for wages due upon termination. Each of these
21 transgressions violated the CAL. LAB. CODE.

22 9. CASTAIC CANINE CAMP, LLC; LINDA CHISHOLM; and, DOES 1 through
23 50 are collectively referred to as "DEFENDANTS" throughout this Complaint.

24 10. 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 such fictitious names
27 pursuant to CAL. CIV. PROC. § 474. PLAINTIFFS will seek leave to amend their Complaint
28

1 to allege the true names and capacities of DOES 1 through 50, inclusive, when they are
2 ascertained.

3 11. PLAINTIFFS are informed and believe, 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 12. 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 13. 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, and all aggrieved employees, for their damages sustained as a proximate
21 result of Defendants' conduct.

22 14. 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, and all aggrieved employees, and to otherwise consciously
27 and/or recklessly act in derogation of PLAINTIFFS', and all aggrieved employees', rights,
28 and the trust reposed by PLAINTIFFS, and all aggrieved employees, in each of the

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

6 ///

7 **ALTER-EGO ALLEGATIONS**

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

10 (a) CASTAIC CANINE CAMP, LLC, and DOES 1 through 50, are, and at all
11 relevant times were, mere shells without capital, assets, stock or stockholders;

12 (b) Defendants CASTAIC CANINE CAMP, LLC, and DOES 1 through 50 are,
13 and at all relevant times were, the alter ego of Defendants LINDA CHISHOLM, and DOES
14 1 through 50, inclusive, and each of them, who were the controlling shareholders, officers,
15 and directors of CASTAIC CANINE CAMP, LLC, and DOES 1 through 50;

16 (c) There is, and at all relevant times was, a unity of interest and/or ownership
17 between all of these Defendants so that any individuality or separateness between them has
18 ceased to exist in that CASTAIC CANINE CAMP, LLC, and DOES 1 through 50, inclusive
19 were and are under their control and domination; and,

20 (d) CASTAIC CANINE CAMP, LLC, and DOES 1 through 50, inclusive are,
21 and at all relevant times were, completely controlled, dominated, managed and operated by
22 LINDA CHISHOLM, and Defendants DOES 1 through 50, inclusive, and each of them, so
23 that CASTAIC CANINE CAMP, LLC, and DOES 1 through 50 were mere shells,
24 instrumentalities, and/or conduits through which each of these Defendants conducted some
25 or all of their/its business. Adherence to the fiction of the separate existence of CASTAIC
26 CANINE CAMP, LLC, and DOES 1 through 50, inclusive as entities distinct from LINDA
27 CHISHOLM, Defendants DOES 1 through 50, inclusive, or any of them, would permit an
28 abuse of the corporate privilege and sanction fraud or promote injustice in that, among

1 other things, it would enable each of these Defendants to avoid liability and to defraud his,
2 her, or its creditors, the effect of which would be to render each Defendant financially
3 unable to respond to a monetary judgment awarded against each or any of them in the
4 action.

5 III.

6 PAGA REPRESENTATIVE ALLEGATIONS

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

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

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

20 19. On September 3, 2020, ERICK RIVAS provided written notice by online filing to
21 the LWDA and by Certified Mail to DEFENDANTS of the specific provisions of the California
22 Labor Code alleged to have been violated, including facts and theories to support the alleged
23 violations, in accordance with CAL. LAB. CODE § 2699.3. ERICK RIVAS’s notice was
24 accompanied with the applicable filing fee of seventy-five dollars (\$75). The LWDA PAGA
25 Administrator confirmed receipt of Plaintiff’s written notice and assigned Plaintiff PAGA Case
26 Number LWDA-CM-804955-20.

27 20. ERICK RIVAS has satisfied the administrative prerequisites under CAL. LAB.
28 CODE §§ 2699.3(a) and 2699.3(c) to recover civil penalties against DEFENDANTS for

1 violations of CAL. LAB. CODE §§ 201, 202, 203, 226, 226.7, 227.3, 510, 512, 558, 1174, 1194,
2 1194.2, 1198, 2800, 2802, 6300, 6400, 6401.7, 6402, 6403 6404.

3 21. On September 3, 2020, IRIS RIVAS provided written notice by online filing to the
4 LWDA and by Certified Mail to DEFENDANTS of the specific provisions of the California
5 Labor Code alleged to have been violated, including facts and theories to support the alleged
6 violations, in accordance with CAL. LAB. CODE § 2699.3. IRIS RIVAS's notice was
7 accompanied with the applicable filing fee of seventy-five dollars (\$75). The LWDA PAGA
8 Administrator confirmed receipt of Plaintiff's written notice and assigned Plaintiff PAGA Case
9 Number LWDA-CM-804955-20.

10 22. IRIS RIVAS has satisfied the administrative prerequisites under CAL. LAB. CODE
11 §§ 2699.3(a) and 2699.3(c) to recover civil penalties against DEFENDANTS for violations of
12 CAL. LAB. CODE §§ 201, 202, 203, 226, 226.7, 227.3, 510, 512, 558, 1174, 1194, 1194.2, 1198,
13 2800, 2802, 6300, 6400, 6401.7, 6402, 6403 6404.

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

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

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

26. Pursuant to PAGA, and in particular, CAL. LAB. CODE §§ 2699(a), 2699.3(a), 2699.3(c), and 2699.5, and section 558, PLAINTIFF, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for himself, 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, 6300, 6400, 6401.7, 6402, 6403 6404.

IV. THE CONDUCT

27. DEFENDANTS operate a pet boarding facility in Los Angeles County, California.

28. 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)..

29. DEFENDANTS employed ERICK RIVAS from on or about 2008 to on or about March 17, 2020, as a laborer and maintenance worker. ERICK RIVAS's job duties included, without limitation, pet training, pet caretaking, pet grooming, checking water bowls, cleaning kennels, grounds maintenance, removal of snakes, and driving dogs to and from veterinary appointments.

30. ERICK RIVAS was misclassified by DEFENDANTS as an “independent contractor.” DEFENDANTS paid ERICK RIVAS \$100 per day, regardless of the hours he worked. ERICK RIVAS typically worked for DEFENDANTS from 8:00 a.m. to 9:00 p.m., Monday through Sunday. During the holiday season, from approximately November through January, Mr. Rivas would typically work from 6:00 a.m. to 9:00 p.m. Monday through Sunday.

DEFENDANTS employed IRIS RIVAS from on or about 2002 to on or about March 20, 2020, as an assistant, laborer, and maintenance worker. IRIS RIVAS's job duties included, without limitation, pet training, pet caretaking, pet grooming, checking water bowls, cleaning kennels, grounds maintenance, removal of snakes, bookkeeping, answering

1 phones, performing intakes of animals, and driving animals to and from daycare
2 appointments and veterinary appointments.

3 31. IRIS RIVAS was misclassified by DEFENDANTS as an “independent
4 contractor.” DEFENDANTS paid IRIS RIVAS approximately \$700 per week, regardless of
5 the hours she worked. IRIS RIVAS typically worked for DEFENDANTS from 7:00 a.m. to
6 8:00 p.m., Monday through Saturday. IRIS RIVAS also occasionally worked from 7:00
7 a.m. to 8:00 p.m. on Sundays without pay. From March 5, 2020, to March 15, 2020, IRIS
8 RIVAS worked 24 hours per day.

9 32. DEFENDANTS employed JUAN VASQUEZ from on or about 2015 to on or
10 about March 20, 2020, as a laborer and maintenance worker. JUAN VASQUEZ’s job duties
11 included, without limitation, pet training, pet caretaking, pet grooming, checking water
12 bowls, cleaning kennels, grounds maintenance, and removal of snakes.

13 33. JUAN VASQUEZ was misclassified by DEFENDANTS as an “independent
14 contractor.” DEFENDANTS paid JUAN VASQUEZ \$100 per day week, regardless of the
15 hours he worked. JUAN VASQUEZ typically worked for DEFENDANTS from 7:00 a.m.
16 to 8:00 p.m., Monday through Saturday. During the holiday season, from approximately
17 November through January, Mr. Rivas would typically work from 6:00 a.m. to 8:00 p.m.
18 Monday through Saturday. From March 5, 2020, to March 15, 2020, JUAN VASQUEZ
19 worked 24 hours per day.

20 During PLAINTIFFS’, and all aggrieved employees’, employment, DEFENDANTS
21 exercised complete and unfettered control over PLAINTIFFS’, and all aggrieved
22 employees’, work schedules; their hours worked; their rate of pay and method of payment;
23 dictated how PLAINTIFFS, and all aggrieved employees, would actually perform their
24 jobs; and, dictated when PLAINTIFFS, and all aggrieved employees, could or could not
25 take lunch or rest breaks. During PLAINTIFFS’, and all aggrieved employees’,
26 employment with DEFENDANTS, PLAINTIFFS, and all aggrieved employees, could not
27 exercise discretion and independent judgment regarding the tasks they performed.
28

1 PLAINTIFFS, and all aggrieved employees, had to obtain approval on any action taken in
2 the course of their employment. The work PLAINTIFFS, and all aggrieved employees
3 performed including, but not limited to, pet training, pet caretaking, pet grooming,
4 checking water bowls, cleaning kennels, grounds maintenance, removal of snakes, and
5 driving dogs to and from veterinary appointments was integral to DEFENDANTS'
6 business. PLAINTIFFS, and all aggrieved employees, worked on a regular schedule for
7 DEFENDANTS and were not paid for each individual job that they performed nor did they
8 bill for each individual job that they performed, nor did they set a price for each individual
9 job that they performed. Additionally, DEFENDANTS failed to pay PLAINTIFFS, and all
10 aggrieved employees, a salary twice the state minimum wage for full-time employment.
11 CAL. CODE REGS. § 11050, including the applicable California Wage Order applies to
12 PLAINTIFFS, and all aggrieved employees. PLAINTIFFS, and all aggrieved employees,
13 were not exempt employees or independent contractors.

14
15 34. During PLAINTIFFS', and all aggrieved employees, employment,
16 DEFENDANTS failed to properly pay PLAINTIFFS, and all aggrieved employees, for
17 overtime hours worked.

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

21 36. During PLAINTIFFS', and all aggrieved employees', employment,
22 DEFENDANTS failed to properly pay PLAINTIFFS, and all aggrieved employees,
23 minimum wages for all hours worked.

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

27 38. During PLAINTIFFS', and all aggrieved employees, employment,
28 DEFENDANTS failed to properly pay PLAINTIFFS, and all aggrieved employees,

1 reporting time wage compensation when PLAINTIFFS, and all aggrieved employees,
2 reported to work for their scheduled shifts but were put to work for less than half of their
3 regular shift times.

4 39. 8 CAL. CODE REGS. § 11050(5)(A) provides, “Each workday an employee is
5 required to report for work and does report, but is not put to work or is furnished less than
6 half said employee’s usual or scheduled day’s work, the employee shall be paid for half the
7 usual or scheduled day’s work, but in no event for less than two (2) hours nor more than
8 four (4) hours, at the employee’s regular rate of pay, which shall not be less than the
9 minimum wage.”

10 40. DEFENDANTS refused to allow PLAINTIFFS, and all aggrieved employees,
11 to take code-complaint meal periods.

12 41. DEFENDANTS regularly failed to provide PLAINTIFFS, and all aggrieved
13 employees, with code-compliant thirty (30) minute meal periods during shifts in excess of
14 five (5) hours, and a second meal period of at least thirty (30) minutes during shifts in
15 excess of ten (10) hours. When meal periods were provided, they were shorter in duration
16 than 30 minutes or were interrupted. Additionally, PLAINTIFFS, and all aggrieved
17 employees, were not allowed to leave DEFENDANTS’ premises during these times.
18 DEFENDANTS effectively maintained control over PLAINTIFFS, and all aggrieved
19 employees, during the meal periods that were provided. On each day where a code-
20 compliant thirty (30) minute meal period was not provided to PLAINTIFFS, and all
21 aggrieved employees, DEFENDANTS failed to pay PLAINTIFFS, and all aggrieved
22 employees, one additional hour of pay at their regular rate of pay.

23 42. DEFENDANTS refused to allow PLAINTIFFS, and all aggrieved employees,
24 to take code-complaint rest periods.

25 43. DEFENDANTS did not provide PLAINTIFFS, and all aggrieved employees,
26 with a code compliant 10-minute net rest period for every four (4) hours or major fraction
27 thereof worked. Where rest periods were provided, they were shorter in duration than 10
28 minutes, were interrupted, or were not provided every four (4) hours or major fraction

1 thereof worked. Additionally, employees were not allowed to leave DEFENDANTS'
2 premises during their rest periods. DEFENDANTS effectively maintained control over
3 PLAINTIFFS, and all aggrieved employees, during rest periods that were provided. On
4 each day when code-compliant ten (10) minute rest periods were not provided to
5 PLAINTIFFS, and all aggrieved employees, DEFENDANTS failed to pay PLAINTIFFS,
6 and all aggrieved employees, one additional hour of pay at their regular rate of pay.

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

16 45. DEFENDANTS never provided PLAINTIFFS, and all aggrieved employees,
17 accurate itemized wage statements, in writing, showing any of the information required by
18 CAL. LAB. CODE § 226. Where wage statements were provided, the statements were not in
19 conformity with CALIFORNIA LABOR CODE § 226 as the wage statements failed to
20 accurately reflect PLAINTIFFS', and all aggrieved employees', hours worked, including
21 overtime wages, minimum wages, reporting time wages, missed meal periods and rest
22 periods, and failed to state the correct rate of pay.

23 46. DEFENDANTS did not properly reimburse PLAINTIFFS, and all aggrieved
24 employees, for all necessary expenditures incurred in the course and scope of
25 PLAINTIFFS', and all aggrieved employees', employment, as required by CAL. LAB. CODE
26 §§ 2800 and 2802. Necessary unreimbursed business-related expenses include, but were not
27 limited to PLAINTIFFS', and all aggrieved employees', purchases and use of personal
28 protective equipment, tools, lawn equipment, parts and fuel for lawn equipment, and

1 personal vehicles for work purposes as required by DEFENDANTS.

2 47. DEFENDANTS forced PLAINTIFFS, and all aggrieved employees, to work in
3 deplorable, unsafe, and unhealthy conditions, and without personal protective equipment,
4 all in violation of California Occupational Safety and Health Act of 1973 and the
5 CALIFORNIA CODE OF REGULATIONS. In the course of their duties in maintaining
6 DEFENDANTS' facilities, PLAINTIFFS, and all aggrieved employees, were forced to
7 clean up dog feces without any personal protective equipment. LINDA CHISHOLM even
8 made comments such as "thanks for cleaning my poop." PLAINTIFFS then believed that
9 they were then cleaning human feces. On one occasion, DEFENDANTS had PLAINTIFFS
10 clean human blood at the facilities without personal protective equipment after LINDA
11 CHISHOLM shot an intruder at the facilities. Additionally, in the course of their duties in
12 maintaining DEFENDANTS' facilities, PLAINTIFFS, and all aggrieved employees, were
13 forced to traverse the rugged terrain at the facilities where rattle snakes typically needed to
14 be removed twice per day. As noted *supra*, PLAINTIFFS, and all aggrieved employees,
15 needed to purchase their own personal protective equipment to protect themselves from
16 rattlesnakes.

17 48. 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
20 Health 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 employee from the hazards identified in the hazard assessment.

28 49. DEFENDENTS' business catered to wealthier clients who were appreciative of

1 the services that DEFENDANTS' employees provided and these clients frequently left
2 gratuities to DEFENDANTS for distribution to PLAINTIFFS, and all aggrieved employees.

3 50. DEFENDANTS failed to account for gratuities left by DEFENDANTS' clients
4 that were meant for PLAINTIFFS, and all aggrieved employees, and provide those
5 gratuities to PLAINTIFFS, and all aggrieved employees, and / or deducted pay in a
6 corresponding amount of any gratuities directly left to PLAINTIFFS, and all aggrieved
7 employees, by DEFENDANTS' clients in violation of CALIFORNIA LABOR CODE section
8 351, which states:

9 No employer or agent shall collect, take, or receive any gratuity or a part thereof that is
10 paid, given to, or left for an employee by a patron, or deduct any amount from wages
11 due an employee on account of a gratuity, or require an employee to credit the amount,
12 or any part thereof, of a gratuity against and as a part of the wages due the employee
from the employer. Every gratuity is hereby declared to be the sole property of the
employee or employees to whom it was paid, given, or left for....

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

21 52. As a result, under CAL. LAB. CODE § 203, PLAINTIFFS, and other aggrieved
22 employees, are entitled to one day's wages for each day they were not timely paid all wages
23 due, up to a maximum of 30 days' wages. Because DEFENDANTS failed to pay overtime
24 wages, minimum wages, reporting time wages, and meal and rest period wages to
25 PLAINTIFFS, and other aggrieved employees, PLAINTIFFS, and other aggrieved
26 employees, are entitled to 30 days' wages.

27 ///

28 ///

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

[CAL. LAB. CODE §§ 510, 1194, 1194.2 and 1198]
(By PLAINTIFFS and Against All DEFENDANTS)

53. PLAINTIFFS repeat and re-allege paragraphs 1 through 52, inclusive, of this Complaint and they are incorporated herein by this reference.

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

55. 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.

56. 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.

57. 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.

58. 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.

1 59. At all times relevant hereto, PLAINTIFFS worked more than 8 hours in a
2 workday and/or 40 hours in a workweek, as employees of DEFENDANTS. Further, at all
3 times relevant hereto, PLAINTIFFS were paid on an hourly basis.

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

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

14 62. PLAINTIFFS request recovery of overtime wages according to proof, interest,
15 as well as the assessment of any statutory penalties against DEFENDANTS, in a sum as
16 provided by the CAL. LAB. CODE and/or other statutes. PLAINTIFFS also seek to recover
17 liquidated damages as provided by CAL. LAB. CODE § 1194.2, and reasonable attorneys'
18 fees and costs.

19 **SECOND CAUSE OF ACTION**

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

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

22 **(By PLAINTIFFS and Against All DEFENDANTS)**

23 63. PLAINTIFFS repeat and re-allege paragraphs 1 through 62, inclusive, of this
24 Complaint and they are incorporated herein by this reference.

25 64. Under the applicable IWC Wage Order 5-2001 (as amended), DEFENDANTS
26 were the joint employers of PLAINTIFFS.

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

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

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

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

14 69. At all times relevant hereto, PLAINTIFFS were paid by DEFENDANTS on an
15 hourly basis. Additionally, PLAINTIFFS did not reside at the place of employment.

16 70. During PLAINTIFFS’ employment, DEFENDANTS failed to properly pay
17 PLAINTIFFS for all hours worked at the legal minimum wage.

18 71. DEFENDANTS acted intentionally, oppressively, and maliciously toward
19 PLAINTIFFS with a conscious disregard of them, or the consequences to them, with the
20 intent of depriving them of property and legal rights and otherwise causing them injury. By
21 virtue of DEFENDANTS’ unlawful failure to pay wages, PLAINTIFFS have suffered, and
22 will continue to suffer damages in an amount which is presently unknown to them but
23 which exceeds the jurisdictional limits of the court and which will be ascertained according
24 to proof at trial.

25 72. PLAINTIFFS seek to recover minimum wages according to proof, interest, and
26 the assessment of all applicable statutory penalties against DEFENDANTS, in a sum as
27 provided by the CAL. LAB. CODE and/or other statutes. PLAINTIFFS seek to recover
28

1 liquidated damages as provided by CAL. LAB. CODE § 1194.2, and reasonable attorneys’
2 fees and costs.

3 **THIRD CAUSE OF ACTION**
4 **FOR FAILURE TO PAY REPORTING TIME PAY AND LIQUIDATED DAMAGES**

5 **[Cal. Lab. Code § 1198 and 8 Cal. Code Regs. §11050]**

6 **(By PLAINTIFFS and Against All DEFENDANTS)**

7 73. PLAINTIFFS repeat and re-allege paragraphs 1 through 72, inclusive, of this
8 Complaint and they are incorporated herein by this reference.

9 74. Under the applicable IWC Wage Order 5-2001 (as amended) DEFENDANTS
10 were the joint employers of PLAINTIFFS.

11 75. CALIFORNIA LABOR CODE § 1198 dictates that no employer may employ an
12 employee under conditions of labor that are prohibited by the applicable IWC Wage Order.

13 76. 8 CAL. CODE REGS. § 11050(5)(A) provides, “Each workday an employee is
14 required to report for work and does report, but is not put to work or is furnished less than
15 half said employee’s usual or scheduled day’s work, the employee shall be paid for half the
16 usual or scheduled day’s work, but in no event for less than two (2) hours nor more than
17 four (4) hours, at the employee’s regular rate of pay, which shall not be less than the
18 minimum wage.”

19 77. The purpose of the reporting time regulation is “to guarantee at least partial
20 compensation for employees who report to work expecting to work a specified number of
21 hours, and who are deprived of that amount because of inadequate scheduling or lack of
22 proper notice by the employer.” (*Aleman v. AirTouch Cellular* (2012) 209 Cal.App.4th 556,
23 572.)

24 78. CALIFORNIA LABOR CODE § 1194.2 further establishes an employee’s right to
25 recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest
26 thereon in an action for payment of a wage less than the minimum wage fixed by the
27 Industrial Welfare Commission or by statute.

79. At all times relevant hereto, PLAINTIFFS were paid by DEFENDANTS on an hourly basis. Additionally, PLAINTIFFS did not reside at the place of employment.

80. During PLAINTIFFS' employment, DEFENDENTS failed to pay PLAINTIFFS reporting time pay when PLAINTIFFS, an all aggrieved employees, reported to work for their scheduled shifts but were put to work for less than half of their regular shift times.

81. DEFENDANTS would cause PLAINTIFFS to report to shifts only to be turned away and not provided shifts on those days. In these instances, DEFENDENTS would not pay PLAINTIFFS wages for half of their scheduled shifts.

82. DEFENDANTS acted intentionally, oppressively, and maliciously toward PLAINTIFFS, with a conscious disregard of them, 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 reporting time wages, PLAINTIFFS have suffered, and will continue to suffer damages in an amount which is presently unknown to them but which exceeds the jurisdictional limits of the court and which will be ascertained according to proof at trial.

83. PLAINTIFFS seek to recover reporting-time wages according to proof, interest, and all applicable statutory penalties against DEFENDANTS, in a sum as provided by the CAL. LAB. CODE and/or other statutes. PLAINTIFFS, on own behalf and on behalf of all aggrieved employees, also seek to recover of 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, and Against All DEFENDANTS)

84. PLAINTIFFS repeat and re-allege paragraphs 1 through 83, inclusive, of this Complaint and they are incorporated herein by this reference.

1 85. Under the applicable IWC Wage Order 5-2001 (as amended), DEFENDANTS
2 were the joint employers of PLAINTIFFS.

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

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

11 88. At all times relevant hereto, PLAINTIFFS worked more than five (5) hours in
12 a workday for DEFENDANTS.

13 89. At all times relevant hereto, PLAINTIFFS worked more than ten (10) hours in
14 a workday for DEFENDANTS.

15 90. DEFENDANTS regularly failed to provide PLAINTIFFS with compliant thirty
16 (30) minute meal periods during shifts in excess of five (5) hours and compliant second
17 meal periods of at least thirty (30) minutes during shifts in excess of ten (10) hours. When
18 meal periods were provided, they were shorter in duration than 30 minutes or were
19 interrupted. Additionally, PLAINTIFFS were not allowed to leave DEFENDANTS'
20 premises during these times. DEFENDANTS effectively maintained control over
21 PLAINTIFFS during the meal periods that were provided. On each day where a compliant
22 thirty (30) minute meal period was not provided to PLAINTIFFS, DEFENDANTS failed to
23 pay PLAINTIFFS one additional hour of pay at PLAINTIFFS' regular rates of pay.

24 91. DEFENDANTS have intentionally and improperly denied meal periods to
25 PLAINTIFFS, in violation of CAL. LAB. CODE §§ 226.7 and 512 and 8 CAL. CODE REGS. §
26 11050(11)(A) and other regulations and statutes.

27 92. By virtue of the DEFENDANTS' unlawful failure to provide meal periods to
28 PLAINTIFFS, PLAINTIFFS, have suffered, and will continue to suffer, damages in

1 amounts which are presently unknown to PLAINTIFFS, but which damages exceed the
2 jurisdictional limits of the court and which will be ascertained according to proof at trial.

3 93. PLAINTIFFS are informed and believe, and based upon that information and
4 belief allege, that DEFENDANTS purposely elected not to provide meal periods to their
5 hourly paid employees. DEFENDANTS acted intentionally, oppressively and maliciously
6 toward PLAINTIFFS, with a conscious disregard of their rights, or the consequences to
7 PLAINTIFFS, with the intent of depriving PLAINTIFFS of property and legal rights and
8 otherwise causing PLAINTIFFS injury.

9 94. PLAINTIFFS seek to recover meal-period compensation according to proof,
10 interest, all applicable statutory penalties against DEFENDANTS, in a sum as provided by
11 the CAL. LAB. CODE and/or other statutes, and reasonable attorneys' fees and costs.

12 **FIFTH CAUSE OF ACTION**

13 **FOR FAILURE TO PROVIDE REST PERIODS**

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

15 **(By PLAINTIFFS, and Against All DEFENDANTS)**

16 95. PLAINTIFFS repeat and re-allege paragraphs 1 through 94, inclusive, of this
17 Complaint and they are incorporated herein by this reference.

18 96. Under the applicable IWC Wage Order 5-2001 (as amended), DEFENDANTS
19 were the joint employers of PLAINTIFFS.

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

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

1 payments per work day – one for each type of violation. (*United Parcel Service, Inc., v.*
2 *Superior Court (2011)* 196 Cal.App.4th 57, 609.)

3 99. At all times relevant hereto, PLAINTIFFS worked more than four hours in a
4 workday for DEFENDANTS.

5 100. At all times relevant hereto, DEFENDANTS failed to provide rest periods as
6 required by CAL. LAB. CODE §§ 226.7 and 8 CAL. CODE REGS. §§ 11050(12)(A).

7 101. DEFENDANTS did not provide PLAINTIFFS with a 10-minute net rest period
8 for every four (4) hours or major fraction thereof worked. Where rest periods were
9 provided, they were shorter in duration than 10 minutes, were interrupted, or were not
10 provided every four (4) hours or major fraction thereof worked. Additionally, employees
11 were not allowed to leave DEFENDANTS' premises during their rest periods.

12 DEFENDANTS effectively maintained control over PLAINTIFFS during rest periods that
13 were provided. On each day where compliant ten (10) minute rest periods were not
14 provided to PLAINTIFFS, DEFENDANTS failed to pay PLAINTIFFS one additional hour
15 of pay at each employee's regular rate of pay.

16 102. DEFENDANTS have intentionally and improperly denied rest periods to
17 PLAINTIFFS, in violation of CAL. LAB. CODE §§ 226.7 and 512 and 8 CAL. CODE OF REGS.
18 §§ 11050(12)(A).

19 103. By virtue of the DEFENDANTS' unlawful failure to provide rest periods to the
20 PLAINTIFFS, PLAINTIFFS have suffered, and will continue to suffer, damages in
21 amounts which are presently unknown to PLAINTIFFS, but which exceed the jurisdictional
22 limits of the court and which will be ascertained according to proof at trial.

23 104. PLAINTIFFS are informed and believe, and based upon that information and
24 belief allege, that DEFENDANTS knew or should have known that PLAINTIFFS were
25 entitled to rest periods and purposely elected not to provide rest periods. DEFENDANTS
26 acted intentionally, oppressively and maliciously toward PLAINTIFFS, with a conscious
27 disregard of their rights, or the consequences to PLAINTIFFS, with the intent of depriving
28 PLAINTIFFS of property and legal rights and otherwise causing PLAINTIFFS injury.

105. PLAINTIFFS seek to recover rest-period compensation according to proof, interest, all applicable statutory penalties against DEFENDANTS, in a sum as provided by the CAL. LAB. CODE and/or other 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, and Against All DEFENDANTS)

106. PLAINTIFFS repeat and re-allege paragraphs 1 through 105, inclusive, of this Complaint and they are incorporated herein by this reference.

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

108. 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

1 pay and total hours worked for each temporary services assignment.

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

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

13 111. CAL. LAB. CODE § 1174.5 provides that employers are subject to a \$500 civil
14 penalty if they fail to maintain accurate and complete records as required by section
15 1174(d).

16 112. DEFENDANTS intentionally completely failed to furnish to PLAINTIFFS,
17 upon the payment of wages, itemized wage statements accurately showing any of the
18 information required by CAL. LAB. CODE § 226. When wage statements were provided, the
19 statements were not in conformity with CALIFORNIA LABOR CODE § 226. The wage
20 statements failed to accurately reflect PLAINTIFFS’ hours worked, including overtime
21 wages, minimum wages, reporting time wages, missed meal periods and rest periods, and
22 failed to state the correct rate of pay.

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

27 114. PLAINTIFFS are also informed and believe, and based upon that information
28 and belief allege, that DEFENDANTS willfully failed to maintain accurate payroll records

1 showing the daily hours PLAINTIFFS worked and the wages paid thereto as a result of
2 failing to record hours that PLAINTIFFS worked, as well as PLAINTIFFS' missed meal
3 periods and rest periods.

4 115. PLAINTIFFS seek to recover of damages, penalties, and interest pursuant to
5 CAL. LAB. CODE §§ 226, 1174, and 1198, and reasonable attorneys' fees and costs.

6 **SEVENTH CAUSE OF ACTION**
7 **FOR FAILURE TO REIMBURSE BUSINESS EXPENSES**

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

9 **(By PLAINTIFFS, and Against All DEFENDANTS)**

10 116. PLAINTIFFS repeat and re-allege paragraphs 1 through 115, inclusive, of this
11 Complaint and they are incorporated herein by this reference.

12 117. Under the applicable IWC Wage Order 5-2001 (as amended), DEFENDANTS
13 were the joint employers of PLAINTIFFS.

14 118. CAL. LAB. CODE §§ 2800 and 2802 provide that an employer must reimburse
15 employees for all necessary expenditures incurred in an employee's course and scope of
16 employment.

17 119. PLAINTIFFS incurred necessary business-related expenses and costs that were
18 not fully reimbursed by DEFENDANTS.

19 120. Necessary unreimbursed business-related expenses include, but were not
20 limited to PLAINTIFFS' purchases and use of personal protective equipment, tools, lawn
21 equipment, parts and fuel for lawn equipment, and personal vehicles for work purposes as
22 required by DEFENDANTS.

23 121. DEFENDANTS maintained a policy of requiring their employees to use their
24 personal own personal protective equipment, tools, lawn equipment, parts, and fuel for
25 lawn equipment, and personal vehicles for work purposes. DEFENDANTS, however, did
26 not reimburse PLAINTIFFS for the cost of these necessary items.

122. DEFENDANTS have intentionally and willfully failed to fully reimburse PLAINTIFFS for necessary business-related expenses and costs in violation of CAL. LAB. CODE §§ 2800 and 2802.

123. Under CAL. LAB. CODE §§ 2800 and 2802, PLAINTIFFS seek to recover their business-related expenses incurred during the course and scope of their employment with DEFENDANTS, plus interest and penalties. PLAINTIFFS also seek reasonable attorneys' fees and costs.

EIGHTH CAUSE OF ACTION
FOR VIOLATIONS OF THE CALIFORNIA OCCUPATIONAL SAFETY AND
HEALTH ACT OF 1973

[CAL. LAB. CODE §§ 6300, *et. seq*]

(By PLAINTIFFS, and Against All DEFENDANTS)

124. PLAINTIFFS repeat and re-allege paragraphs 1 through 123, inclusive, of this Complaint and they are incorporated herein by this reference.

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

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

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

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

1 128. CALIFORNIA LABOR CODE section 6401.7 requires that an employer establish,
2 implement, and maintain a written and effective injury prevention program, correct unsafe and
3 unhealthy conditions and work practices in a timely manner based on the severity of the hazard,
4 and train employees on occupational hazards.

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

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

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

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

23 133. In the course of their duties in maintaining DEFENDANTS' facilities,
24 PLAINTIFFS were forced to clean up dog feces without any personal protective equipment.
25 LINDA CHISHOLM even made comments such as "thanks for cleaning my poop."
26 PLAINTIFFS then believed that they were then cleaning human feces. On one occasion,
27 DEFENDANTS had PLAINTIFFS clean human blood at the facilities without personal
28 protective equipment after LINDA CHISHOLM shot an intruder at the facilities. Additionally,

1 in the course of their duties in maintaining DEFENDANTS' facilities, PLAINTIFFS were
2 forced to traverse the rugged terrain at the facilities where rattle snakes typically needed to be
3 removed twice per day. As noted *supra*, PLAINTIFFS needed to purchase their own personal
4 protective equipment to protect themselves from rattlesnakes.

5 134. DEFENDANTS' conduct flagrantly violated, among other laws, the California
6 Occupational Safety and Health Act of 1973 (CALIFORNIA LABOR CODE §§ 6300, *et. seq.*) and
7 the CALIFORNIA CODE OF REGULATIONS. PLAINTIFFS are entitled to recover and seek civil
8 penalties, attorney's fees, costs, and interest thereon.

9 **NINTH CAUSE OF ACTION**

10 **CONVERSION - IMPROPER RECEIPT AND DISTRIBUTION OF GRATUITIES**

11 **[CAL. LAB. CODE § 351]**

12 **(By PLAINTIFFS, and Against All DEFENDANTS)**

13 135. PLAINTIFFS repeat and re-allege paragraphs 1 through 1344, inclusive, of this
14 Complaint and they are incorporated herein by this reference.

15 136. Under the applicable IWC Wage Order 5-2001 (as amended),
16 DEFENDANTS were the joint employers of PLAINTIFFS.

17 137. CAL. LAB. CODE § 351 states, "No employer or agent shall collect, take, or
18 receive any gratuity or a part thereof that is paid, given to, or left for an employee by a
19 patron, or deduct any amount from wages due an employee on account of a gratuity, or
20 require an employee to credit the amount, or any part thereof, of a gratuity against and as a
21 part of the wages due the employee from the employer. Every gratuity is hereby declared to
22 be the sole property of the employee or employees to whom it was paid, given, or left for."

23 138. DEFENDANTS' business catered to wealthy clients who were often
24 appreciative of the services that DEFENDANTS' employees provided.

25 139. DEFENDANTS violated CAL. LAB. CODE § 351 by failing to account for
26 gratuities left by DEFENDANTS' clients that were meant for PLAINTIFFS and provide
27 those gratuities to PLAINTIFFS.
28

140. DEFENDANTS violated CAL. LAB. CODE § 351 by deducting pay in a corresponding amount of any gratuities directly left to PLAINTIFFS.

141. PLAINTIFFS are entitled to and seek all remedies available for violations of CAL. LAB. CODE § 351.

TENTH CAUSE OF ACTION

FOR FAILURE TO PAY WAGES UPON TERMINATION OF EMPLOYMENT

[CAL. LAB. CODE § 203]

(By PLAINTIFFS, and Against All DEFENDANTS)

142. PLAINTIFFS repeat and re-allege paragraphs 1 through 141, inclusive, of this Complaint and they are incorporated herein by this reference.

143. Under the applicable IWC Wage Order 5-2001 (as amended), DEFENDANTS were the joint employers of PLAINTIFFS, and 11 aggrieved employees.

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

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

146. PLAINTIFFS did not have a written contract for definite terms of employment. PLAINTIFFS were discharged from their employment with DEFENDANTS within the applicable statute of limitations. DEFENDANTS willfully failed to pay PLAINTIFFS the wages due to them—without abatement or reduction.

147. Under CAL. LAB. CODE § 203, PLAINTIFFS are entitled to one day's wages for each day they were not timely paid all wages due, up to a maximum of 30 days' wages. Because DEFENDANTS failed to pay overtime wages owed, minimum wages owed,

1 reporting time wages owed, meal period wages owed, and rest period wages owed,
2 PLAINTIFFS are entitled to and do seek 30 days' wages, and applicable penalties.
3 PLAINTIFFS also seek reasonable attorneys' fees and costs.

4 **ELEVENTH CAUSE OF ACTION**
5 **FOR VIOLATION OF CALIFORNIA LABOR CODE SECTION 558**

6 **[CAL. LAB. CODE § 558]**

7 **(By PLAINTIFFS, and Against All DEFENDANTS)**

8 148. PLAINTIFFS repeat and re-allege paragraphs 1 through 147, inclusive, of this
9 Complaint and they are incorporated herein by this reference.

10 149. Under the applicable IWC Wage Order 5-2001 (as amended), DEFENDANTS
11 were the joint employers of PLAINTIFFS.

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

22 151. At all relevant times, DEFENDANTS violated the rights of PLAINTIFFS by
23 violating various sections of the CAL. LAB. CODE. PLAINTIFFS seek the remedies set forth
24 in CAL. LAB. CODE § 558.

25 ///

26 ///

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TWELFTH CAUSE OF ACTION
FOR UNFAIR COMPETITION

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

(By PLAINTIFFS,) and Against All DEFENDANTS)

152. PLAINTIFFS repeat and re-allege paragraphs 1 through 151, inclusive, of this Complaint and they are incorporated herein by this reference.

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

154. CAL. BUS. & PROF. CODE section 17200 defines unfair competition as any unlawful, unfair, or fraudulent business act or practice. At all times relevant hereto, by and through the conduct described herein, DEFENDANTS have engaged in unfair and unlawful practices by, among other violations, failing to pay overtime wages to PLAINTIFFS, minimum wages to PLAINTIFFS, failing to pay reporting time wages to PLAINTIFFS, failing to provide compliant meal and rest periods to PLAINTIFFS, failing to provide accurate wage statements to PLAINTIFFS, failing to provide PLAINTIFFS with a healthy and safe workplace compliant with the California Occupational Safety and Health Act of 1973, failing to properly account for and distribute gratuities to PLAINTIFFS, and failing to provide wages due upon termination of employment to PLAINTIFFS, under the applicable CAL. LAB. CODE, and Industrial Welfare Commission requirements in violation of CAL. BUS. & PROF. CODE § 17200 *et seq.*, and have thereby deprived PLAINTIFFS of fundamental rights and privileges.

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

156. All the acts described herein are violations of, among other things, the CAL. LAB. CODE, CAL. CODE REGS., and Industrial Welfare Commission Wage Order 5; are

1 unlawful and in violation of public policy; and in addition are immoral, unethical,
2 oppressive, and unscrupulous, and thereby constitute unfair and unlawful business practices
3 in violation of CAL. BUS. & PROF. CODE § 17200 *et seq.*

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

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

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

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 ERICK RIVAS and IRIS RIVAS, On Their Own Behalves, and As**
23 **Private Attorneys Generals for All Aggrieved Employees, and Against All Defendants)**

24 160. PLAINTIFFS ERICK RIVAS and IRIS RIVAS repeat and re-alleges paragraphs 1
25 through 159, inclusive, of this Complaint and they are incorporated herein by this reference.

26 161. 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.

4 162. 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.

8 163. 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.

12 164. PLAINTIFFS ERICK RIVAS and IRIS RIVAS assert all of their claims in this
13 Complaint on their own behalf and on behalf of all aggrieved employees in their capacities as
14 Private Attorneys Generals, and seek all statutory penalties available under CAL. LAB. CODE §§
15 2698-2699.

16 165. On September 3, 2020, ERICK RIVAS gave written notice by certified mail to and
17 Defendants LINDA CHISHOLM, and CASTAIC CANINE CAMP, LLC of the specific code
18 provisions alleged to have been violated, as required by CAL. LAB. CODE § 2699.3. On the same
19 date, ERICK RIVAS submitted a “PAGA Claim Notice” to the Labor and Workforce
20 Development Agency (“LWDA”) through its online portal. ERICK RIVAS’s PAGA Notice
21 Letter and LWDA Claim Submissions indicated that he, “as an aggrieved employee, on his own
22 behalf and on behalf of other employees of Linda Chisholm, Castaic Canine Camp, LLC, and
23 any other affiliated entity (“**Chisholm**”), intends to seek civil penalties, attorney’s fees, costs,
24 and other available relief for violations of the California Labor Code, which are recoverable
25 under the CALIFORNIA LABOR CODE PRIVATE ATTORNEY GENERAL ACT OF 2004 (“the Act”)
26 (CAL. LABOR CODE §2698 *et. seq.*).” The statutory waiting period for ERICK RIVAS to add
27 these allegations to the Complaint has expired. As a result, pursuant to CAL. LAB. CODE §
28 2699.3, ERICK RIVAS, on behalf of himself and all aggrieved employees, may now commence

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

3 166. On September 3, 2020, IRIS RIVAS gave written notice by certified mail to and
4 Defendants LINDA CHISHOLM, and CASTAIC CANINE CAMP, LLC of the specific code
5 provisions alleged to have been violated, as required by CAL. LAB. CODE § 2699.3. On the same
6 date, IRIS RIVAS submitted a “PAGA Claim Notice” to the Labor and Workforce
7 Development Agency (“LWDA”) through its online portal. IRIS RIVAS’s PAGA Notice Letter
8 and LWDA Claim Submissions indicated that he, “as an aggrieved employee, on his own behalf
9 and on behalf of other employees of Linda Chisholm, Castaic Canine Camp, LLC, and any other
10 affiliated entity (“**Chisholm**”), intends to seek civil penalties, attorney’s fees, costs, and other
11 available relief for violations of the California Labor Code, which are recoverable under the
12 CALIFORNIA LABOR CODE PRIVATE ATTORNEY GENERAL ACT OF 2004 (“the Act”) (CAL. LABOR
13 CODE §2698 *et. seq.*.” The statutory waiting period for IRIS RIVAS to add these allegations to
14 the Complaint has expired. As a result, pursuant to CAL. LAB. CODE § 2699.3, IRIS RIVAS, on
15 behalf of herself and all aggrieved employees, may now commence a representative civil action
16 pursuant to CAL. LAB. CODE § 2699 as the proxy of the State of California.

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

- 19 (a) Violations of CAL. LAB. CODE §§ 510, 1194, 1194.2, and 1198 for
20 DEFENDANTS’ failure to pay overtime compensation and liquidated damages
21 to ERICK RIVAS. IRIS RIVAS, and other aggrieved employees;
- 22 (b) Violations of CAL. LAB. CODE §§ 1182.12, 1194; 1194.2; 1197; 1197.1; and
23 1198 and 8 CAL. CODE REGS. §§ 11050 for DEFENDANTS’ failure to pay
24 minimum wages and liquidated damages to ERICK RIVAS, IRIS RIVAS, and
25 other aggrieved employees;
- 26 (c) Violations of CAL. LAB. CODE § 1198 and 8 CAL. CODE REGS. §§ 11050 for
27 DEFENDANTS’ failure to pay reporting time pay to ERICK RIVAS, IRIS
28 RIVAS, and other aggrieved employees;

- 1 (d) Violations of CAL. LAB. CODE §§ 226.7 and 512, and 8 CAL. CODE REGS. §§
2 11050 for DEFENDANTS' failure to provide meal periods to ERICK RIVAS,
3 IRIS RIVAS, and other aggrieved employees;
- 4 (e) Violations of CAL. LAB. CODE §§ 226.7 and 512, and 8 CAL. CODE REGS. §§
5 11050 for DEFENDANTS' failure to provide rest periods to ERICK RIVAS,
6 IRIS RIVAS, and other aggrieved employees;
- 7 (f) Violations of CAL. LAB. CODE §§ 226(a), 1174(d), and 1198 for
8 DEFENDANTS' failure to provide accurate itemized wage statements to
9 ERICK RIVAS. IRIS RIVAS, and other aggrieved employees and to maintain
10 accurate payroll records for ERICK RIVAS, IRIS RIVAS, and other aggrieved
11 employees;
- 12 (g) Violations of CAL. LAB. CODE §§ 2800 and 2802 for DEFENDANTS' failure to
13 reimburse necessary business expenses incurred in the course and scope of
14 ERICK RIVAS, IRIS RIVAS, and other aggrieved employees' employment;
- 15 (h) Violations of CAL. LAB. CODE §§ 6300, et seq. for DEFENDANTS' failure to
16 provide a safe and healthy workplace in violation of the California Occupational
17 Safety and Health Act of 1973 to ERICK RIVAS, IRIS RIVAS, and other
18 aggrieved employees;
- 19 (i) Violations of CAL. LAB. CODE § 351 for DEFENDANTS' failure properly
20 receive and distribute gratuities to ERICK RIVAS, IRIS RIVAS, and other
21 aggrieved employees;
- 22 (j) Violations of CAL. LAB. CODE § 201, 202, 203 for DEFENDANTS' failure to
23 timely pay wages to ERICK RIVAS, IRIS RIVAS, and other aggrieved
24 employees; and,
- 25 (k) Violations of CAL. LAB. CODE § 2810.5 for DEFENDANTS' failure to provide
26 notice of material terms of employment to ERICK RIVAS, IRIS RIVAS, and
27 other aggrieved employees.
28

168. Therefore, ERICK RIVAS and IRIS RIVAS, on their own behalves and on behalf of all aggrieved employees, can and hereby do seek recovery of all civil penalties as prescribed by the CAL. LAB. CODE §§ 2698-2699, the Private Attorneys General Act of 2004, as the representative of the State of California, for the illegal conduct perpetrated on ERICK RIVAS. IRIS RIVAS, and all aggrieved employees by DEFENDANTS.

PRAYER

WHEREFORE, PLAINTIFFS, on their own behalf and on behalf of all aggrieved employees, pray for judgment against each Defendant, jointly and severally, as follows:

1. ON THE FIRST CAUSE OF ACTION:

- (a) For overtime 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.

2. ON THE SECOND 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.

3. ON THE THIRD CAUSE OF ACTION:

- (a) For reporting time 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, AND TENTH 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.

1 **5. ON THE SEVENTH CAUSE OF ACTION:**

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

7
8 **6. ON THE SIXTH, EIGHTH, NINTH, AND ELEVENTH CAUSES OF**
9 **ACTION:**

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

14 **7. ON THE TWELFTH CAUSE OF ACTION:**

- 15 (a) For restitution and disgorgement;
16 (b) For injunctive relief ordering the continuing unfair business acts and
17 practices to cease, or as the Court otherwise deems just and proper;
18 and,
19 (c) For other injunctive relief ordering DEFENDANTS to notify the
20 Plaintiff and the Class that they have not been paid the proper
21 amounts required in accordance with California law.

22 **8. ON ALL CAUSES OF ACTION:**

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

1 WHEREFORE, ERICK RIVAS and IRIS RIVAS, on their own behalves and on
2 behalf of all aggrieved employees, pray for judgment against each Defendant, jointly and
3 severally, as follows:

4 **1. ON THE ELEVENTH CAUSE OF ACTION:**

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

- 8 1. CAL. LAB. CODE §§ 510, 1194, 1194.2, and 1198 for
9 DEFENDANTS' failure to pay overtime compensation and
10 liquidated damages to ERICK RIVAS, IRIS RIVAS, and other
11 aggrieved employees;
- 12 2. CAL. LAB. CODE §§ 1182.12, 1194; 1194.2; 1197; 1197.1; and
13 1198 and 8 CAL. CODE REGS. §§ 11050 for DEFENDANTS'
14 failure to pay minimum wages and liquidated damages to
15 ERICK RIVAS, IRIS RIVAS, and other aggrieved employees;
- 16 3. CAL. LAB. CODE § 1198 and 8 CAL. CODE REGS. §§ 11050 for
17 DEFENDANTS' failure to pay reporting time pay to ERICK
18 RIVAS, IRIS RIVAS, and other aggrieved employees;
- 19 4. CAL. LAB. CODE §§ 226.7 and 512, and 8 CAL. CODE REGS. §§
20 11050 for DEFENDANTS' failure to provide meal periods to
21 ERICK RIVAS, IRIS RIVAS, and other aggrieved employees;
- 22 5. CAL. LAB. CODE §§ 226.7 and 512, and 8 CAL. CODE REGS. §§
23 11050 for DEFENDANTS' failure to provide rest periods to
24 ERICK RIVAS, IRIS RIVAS, and other aggrieved employees;
- 25 6. CAL. LAB. CODE §§ 226(a), 1174(d), and 1198 for
26 DEFENDANTS' failure to provide accurate itemized wage
27 statements to ERICK RIVAS, IRIS RIVAS, and other
28 aggrieved employees and to maintain accurate payroll records

1 for ERICK RIVAS, IRIS RIVAS and other aggrieved
2 employees;

3 7. CAL. LAB. CODE §§ 2800 and 2802 for DEFENDANTS' failure
4 to reimburse necessary business expenses incurred in the
5 course and scope of ERICK RIVAS, IRIS RIVAS, and other
6 aggrieved employees' employment;

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

11 9. Violations of CAL. LAB. CODE § 351 for DEFENDANTS'
12 failure properly receive and distribute gratuities to ERICK
13 RIVAS, IRIS RIVAS, and other aggrieved employees;

14 10. CAL. LAB. CODE § 201, 202, and 203 for DEFENDANTS'
15 failure to timely pay wages to ERICK RIVAS, IRIS RIVAS,
16 and other aggrieved employees; and,

17 11. Violations of CAL. LAB. CODE § 2810.5 for DEFENDANTS'
18 failure to provide notice of material terms of employment to
19 ERICK RIVAS, IRIS RIVAS, and other aggrieved employees.

20 (b) For civil penalties pursuant to CAL. LAB. CODE §§ 210, 226.3, 256,
21 558, 1174.5, 1197.1, and/or 2699(a), (f) and (g), for violations of CAL.
22 LAB. CODE §§ 201, 202, 203, 226, 226.7, 227.3, 351, 510, 511, 512,
23 558, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802,
24 2810.5, 6300, 6400, 6401.7, 6402, 6403 6404;

25 (c) For attorneys' fees and costs pursuant to California Labor Code
26 section 2699(g)(1), and any and all other relevant statutes, for
27 Defendant's violations of CAL. LAB. CODE §§ 201, 202, 203, 226,
28

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.

Dated: February 25, 2021

LAW OFFICES OF DAVID R. GREIFINGER

By: 
DAVID R. GREIFINGER
Attorneys for Plaintiffs

DEMAND FOR JURY TRIAL

PLAINTIFFS demand a jury trial on issues triable to a jury.

Dated: February 25, 2021

LAW OFFICES OF DAVID R. GREIFINGER

By: 
DAVID R. GREIFINGER
Attorneys for Plaintiffs

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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, California 90272.

On **February 25, 2021** I served the foregoing document described as **FIRST AMENDED COMPLAINT FOR DAMAGES AND INJUNCTIVE RELIEF & ENFORCEMENT ACTION UNDER THE PRIVATE ATTORNEYS GENERAL ACT, CALIFORNIA LABOR CODE §§ 2698, ET SEQ.** on the interested parties in this action by placing ☒ a true copy thereof on:

Mary Lu
Eden C Bautista
KERMISCH & PALETZ LLP
12711 Ventura Blvd., Suite 200
Studio City, CA 91604
mary@kpsclaw.com
eden@kpsclaw.com

- ☒ (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 **February 25, 2021** at Los Angeles County, California.

Calvin A. Marshall, Esq.

Type or Print Name



Signature