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Superior Court of California
County of Los Angeles

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES—SPRING STREET COURTHOUSE

STEVEN AGUILAR, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiff,

vs.

ANIMAL SUPPLY COMPANY LLC, a
California limited liability company; and
DOES 1 through 100, inclusive,

Defendants.

Case No.: 19STCV31413

**FIRST AMENDED CLASS ACTION
AND REPRESENTATIVE ACTION
COMPLAINT**

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
- (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages);
- (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid);
- (6) Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment);
- (7) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements);
- (8) Violation of California Labor Code § 1174(d) (Failure To Keep Requisite Payroll Records);
- (9) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses);
- (10) Violation of Cal. Labor Code § 227.3 (Failure to Pay Accrued Vacation)
- (11) Violation of California Business & Professions Code §§ 17200, et

seq.
(12) Violation of California Labor
Code §2699 et sq. Private Attorneys
General Act.

DEMAND FOR JURY TRIAL

COMES NOW, Plaintiff STEVEN AGUILAR (“Plaintiff”), individually, and on behalf
of other members of the general public similarly situated, and as a private attorney general
alleges as follows:

JURISDICTION AND VENUE

1. This class action is brought pursuant to the California Code of Civil Procedure
section 382. The monetary damages and restitution sought by Plaintiff exceeds the minimal
jurisdiction limits of the Superior Court and will be established according to proof at trial.

2. This Court has jurisdiction over this action pursuant to the California
Constitution, Article VI, Section 10, which grants the superior court “original jurisdiction in all
other causes” except those given by statute to other courts. The statutes under which this
action is brought do not specify any other basis for jurisdiction.

3. This Court has jurisdiction over Defendant because, upon information and
belief, Defendant is a citizen of California, has sufficient minimum contacts in California, or
otherwise intentionally avails itself of the California market so as to render the exercise of
jurisdiction over it by California courts consistent with traditional notions of fair play and
substantial justice.

4. Venue is proper in this Court because, upon information and belief, Defendant
maintains offices, has agents, employs individuals, and/or transacts business in the State of
California, County of Los Angeles. The majority of acts and omissions alleged herein relating to
Plaintiff and the other class members took place in the State of California, including the County
of Los Angeles.

PARTIES

5. Plaintiff STEVEN AGUILAR is an individual residing in the State of

1 California.

2 6. Defendant ANIMAL SUPPLY COMPANY LLC, at all times herein mentioned,
3 was and is, upon information and belief, a California limited liability company and, at all times
4 herein mentioned, an employer whose employees are engaged throughout the State of
5 California, including the County of Los Angeles.

6 7. At all relevant times, Defendant ANIMAL SUPPLY COMPANY LLC was the
7 “employer” of Plaintiff within the meaning of all applicable California laws and statutes.

8 8. At all times herein relevant, Defendants ANIMAL SUPPLY COMPANY LLC,
9 and DOES 1 through 100, and each of them, were the agents, partners, joint venturers, joint
10 employers, representatives, servants, employees, successors-in-interest, co-conspirators and/or
11 assigns, each of the other, and at all times relevant hereto were acting within the course and
12 scope of their authority as such agents, partners, joint venturers, joint employers,
13 representatives, servants, employees, successors, co-conspirators and/or assigns, and all acts or
14 omissions alleged herein were duly committed with the ratification, knowledge, permission,
15 encouragement, authorization and/or consent of each defendant designated as a DOE herein.

16 9. The true names and capacities, whether corporate, associate, individual or
17 otherwise, of defendants DOES 1 through 100, inclusive, are unknown to Plaintiff who sue
18 said defendants by such fictitious names. Plaintiff is informed and believes, and based on that
19 information and belief alleges, that each of the defendants designated as a DOE is legally
20 responsible for the events and happenings referred to in this Complaint, and unlawfully caused
21 the injuries and damages to Plaintiff and the other class members as alleged in this Complaint.
22 Plaintiff will seek leave of court to amend this Complaint to show the true names and
23 capacities when the same have been ascertained.

24 10. Defendant ANIMAL SUPPLY COMPANY LLC and DOES 1 through 100 will
25 hereinafter collectively be referred to as “Defendants.”

26 11. Plaintiff further alleges that Defendants directly or indirectly controlled or
27 affected the working conditions, wages, working hours, and conditions of employment of
28 Plaintiff and the other class members and aggrieved employees so as to make each of said

Defendants employers liable under the statutory provisions set forth herein.

CLASS ACTION ALLEGATIONS

12. Plaintiff bring this action on his own behalf and on behalf of all other members of the general public similarly situated, and, thus, seeks class certification under California Code of Civil Procedure section 382.

13. The proposed class is defined as follows:

All current and former hourly-paid or non-exempt employees who worked for any of the Defendants within the State of California at any time during the period from September 5, 2015, to final judgment and who reside in California.

14. Plaintiff reserves the right to establish subclasses as appropriate.

15. The class is ascertainable and there is a well-defined community of interest in the litigation:

a. Numerosity: The class members are so numerous that joinder of all class members is impracticable. The membership of the entire class is unknown to Plaintiff at this time; however, the class is estimated to be greater than fifty (50) individuals and the identity of such membership is readily ascertainable by inspection of Defendants' employment records.

b. Typicality: Plaintiff's claims are typical of all other class members' as demonstrated herein. Plaintiff will fairly and adequately protect the interests of the other class members with whom he has a well-defined community of interest.

c. Adequacy: Plaintiff will fairly and adequately protect the interests of each class member, with whom he has a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiff has no interest that is antagonistic to the other class members. Plaintiff's attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiff has incurred, and during the pendency of this action will continue to incur,

costs and attorneys' fees, that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each class member.

d. Superiority: A class action is superior to other available methods for the fair and efficient adjudication of this litigation because individual joinder of all class members is impractical.

e. Public Policy Considerations: Certification of this lawsuit as a class action will advance public policy objectives. Employers of this great state violate employment and labor laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. However, class actions provide the class members who are not named in the complaint anonymity that allows for the vindication of their rights.

16. There are common questions of law and fact as to the class members that predominate over questions affecting only individual members. The following common questions of law or fact, among others, exist as to the members of the class:

- a. Whether Defendants' failure to pay wages, without abatement or reduction, in accordance with the California Labor Code, was willful;
- b. Whether Defendants' had a corporate policy and practice of failing to pay their hourly-paid or non-exempt employees within the State of California for all hours worked and missed (short, late, interrupted, and/or missed altogether) meal periods and rest breaks in violation of California law;
- c. Whether Defendants required Plaintiff and the other class members to work over eight (8) hours per day and/or over forty (40) hours per week and failed to pay the legally required overtime compensation to Plaintiff and the other class members;
- d. Whether Defendants deprived Plaintiff and the other class members of

- meal and/or rest periods or required Plaintiff and the other class members to work during meal and/or rest periods without compensation;
- e. Whether Defendants failed to pay minimum wages to Plaintiff and the other class members for all hours worked;
 - f. Whether Defendants failed to pay all wages due to Plaintiff and the other class members within the required time upon their discharge or resignation;
 - g. Whether Defendants failed to timely pay all wages due to Plaintiff and the other class members during their employment;
 - h. Whether Defendants complied with wage reporting as required by the California Labor Code; including, *inter alia*, section 226;
 - i. Whether Defendants kept complete and accurate payroll records as required by the California Labor Code, including, *inter alia*, section 1174(d);
 - j. Whether Defendants failed to reimburse Plaintiff and the other class members for necessary business-related expenses and costs;
 - k. Whether Defendants failed to pay Plaintiff and the other class members for all earned and unused and accrued vacation time at their final rate of pay at the time of termination of their employment;
 - l. Whether Defendants' conduct was willful or reckless;
 - m. Whether Defendants engaged in unfair business practices in violation of California Business & Professions Code section 17200, et seq.;
 - n. The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendants' violation of California law; and
 - o. Whether Plaintiff and the other class members are entitled to compensatory damages pursuant to the California Labor Code.

GENERAL ALLEGATIONS

17. At all relevant times set forth herein, Defendants employed Plaintiff and other

1 persons as hourly-paid or non-exempt employees within the State of California, including the
2 County of Los Angeles.

3 18. Defendants, jointly and severally, employed Plaintiff as an hourly-paid, non-
4 exempt employee, from approximately October 2014 to approximately February 2018, in the
5 State of California, County of Los Angeles.

6 19. Defendants hired Plaintiff and the other class members and aggrieved
7 employees and classified them as hourly-paid or non-exempt employees, and failed to
8 compensate them for all hours worked and missed meal periods and/or rest breaks.

9 20. Defendants had the authority to hire and terminate Plaintiff and the other class
10 members and aggrieved employees, to set work rules and conditions governing Plaintiff's and
11 the other class members' employment, and to supervise their daily employment activities.

12 21. Defendants exercised sufficient authority over the terms and conditions of
13 Plaintiff's and the other class members' and aggrieved employees employment for them to be
14 joint employers of Plaintiff and the other class members.

15 22. Defendants directly hired and paid wages and benefits to Plaintiff and the other
16 class members and aggrieved employees.

17 23. Defendants continue to employ hourly-paid or non-exempt employees within the
18 State of California.

19 24. Plaintiff and the other class members and aggrieved employees worked over
20 eight (8) hours in a day, and/or forty (40) hours in a week during their employment with
21 Defendants.

22 25. Plaintiff is informed and believes, and based thereon alleges, that Defendants
23 engaged in a pattern and practice of wage abuse against their hourly-paid or non-exempt
24 employees within the State of California. This pattern and practice involved, *inter alia*, failing
25 to pay them for all regular and/or overtime wages earned and for missed meal periods and rest
26 breaks in violation of California law.

27 26. Plaintiff is informed and believes, and based thereon alleges, that Defendants
28 knew or should have known that Plaintiff and the other class members and aggrieved

1 employees were entitled to receive certain wages for overtime compensation and that they
2 were not receiving accurate overtime compensation for all overtime hours worked.

3 27. Plaintiff is informed and believes, and based thereon alleges, that Defendants
4 failed to provide Plaintiff and the other class members and aggrieved employees all required
5 rest and meal periods during the relevant time period as required under the Industrial Welfare
6 Commission Wage Orders and thus they are entitled to any and all applicable penalties.

7 28. Plaintiff is informed and believes, and based thereon alleges, that Defendants
8 knew or should have known that Plaintiff and the other class members and aggrieved
9 employees were entitled to receive all meal periods or payment of one additional hour of pay at
10 Plaintiff's and the other class member's and aggrieved employee's regular rate of pay when a
11 meal period was missed, and they did not receive all meal periods or payment of one additional
12 hour of pay at Plaintiff's and the other class member's and aggrieved employees regular rate of
13 pay when a meal period was missed.

14 29. Plaintiff is informed and believes, and based thereon alleges, that Defendants
15 knew or should have known that Plaintiff and the other class members and aggrieved
16 employees were entitled to receive all rest periods or payment of one additional hour of pay at
17 Plaintiff's and the other class member and aggrieved employee's regular rate of pay when a
18 rest period was missed, and they did not receive all rest periods or payment of one additional
19 hour of pay at Plaintiff's and the other class members' or aggrieved employees regular rate of
20 pay when a rest period was missed.

21 30. Plaintiff is informed and believes, and based thereon alleges, that Defendants
22 knew or should have known that Plaintiff and the other class members and aggrieved
23 employees were entitled to receive at least minimum wages for compensation and that they
24 were not receiving at least minimum wages for all hours worked.

25 31. Plaintiff is informed and believes, and based thereon alleges, that Defendants
26 knew or should have known that Plaintiff and the other class members and aggrieved
27 employees were entitled to receive all wages owed to them upon discharge or resignation,
28 including overtime and minimum wages and meal and rest period premiums, and they did not,

1 in fact, receive all such wages owed to them at the time of their discharge or resignation.

2 32. Plaintiff is informed and believes, and based thereon alleges, that Defendants
3 knew or should have known that Plaintiff and the other class members and aggrieved
4 employees were entitled to receive all wages owed to them during their employment. Plaintiff
5 and the other class members and aggrieved employees did not receive payment of all wages,
6 including overtime and minimum wages and meal and rest period premiums, within any time
7 permissible under California Labor Code section 204.

8 33. Plaintiff is informed and believes, and based thereon alleges, that Defendants
9 knew or should have known that Plaintiff and the other class members and aggrieved
10 employees were entitled to receive complete and accurate wage statements in accordance with
11 California law, but, in fact, they did not receive complete and accurate wage statements from
12 Defendants. The deficiencies included, *inter alia*, the failure to include the total number of
13 hours worked by Plaintiff and the other class members and aggrieved employees.

14 34. Plaintiff is informed and believes, and based thereon alleges, that Defendants
15 knew or should have known that Defendants had to keep complete and accurate payroll records
16 for Plaintiff and the other class members and aggrieved employees in accordance with
17 California law, but, in fact, did not keep complete and accurate payroll records.

18 35. Plaintiff is informed and believes, and based thereon alleges, that Defendants
19 knew or should have known that Plaintiff and the other class members and aggrieved
20 employees were entitled to reimbursement for necessary business-related expenses.

21 36. Plaintiff is informed and believes, and based thereon alleges, that Defendants
22 knew or should have known that they had a duty to compensate Plaintiff and the other class
23 members and aggrieved employees pursuant to California law, and that Defendants had the
24 financial ability to pay such compensation, but willfully, knowingly, and intentionally failed to
25 do so, and falsely represented to Plaintiff and the other class members and aggrieved
26 employees that they were properly denied wages, all in order to increase Defendants' profits.

27 37. During the relevant time period, Defendants failed to pay overtime wages to
28 Plaintiff and the other class members and aggrieved employees for all overtime hours worked.

1 Plaintiff and the other class members and aggrieved employees were required to work more
2 than eight (8) hours per day and/or forty (40) hours per week without overtime compensation
3 for all overtime hours worked.

4 38. During the relevant time period, Defendants failed to provide all requisite
5 uninterrupted meal and rest periods to Plaintiff and the other class members and aggrieved
6 employees.

7 39. During the relevant time period, Defendants failed to pay Plaintiff and the other
8 class members and aggrieved employees at least minimum wages for all hours worked.

9 40. During the relevant time period, Defendants failed to pay Plaintiff and the other
10 class members and aggrieved employees all wages owed to them upon discharge or
11 resignation.

12 41. During the relevant time period, Defendants failed to pay Plaintiff and the other
13 class members and aggrieved employees all wages within any time permissible under
14 California law, including, *inter alia*, California Labor Code section 204.

15 42. During the relevant time period, Defendants failed to provide complete or
16 accurate wage statements to Plaintiff and the other class members and aggrieved employees

17 43. During the relevant time period, Defendants failed to keep complete or accurate
18 payroll records for Plaintiff and the other class members and aggrieved employees.

19 44. During the relevant time period, Defendants failed to reimburse Plaintiff and the
20 other class members and aggrieved employees for all necessary business-related expenses and
21 costs.

22 45. During the relevant time period, Defendants failed to properly compensate
23 Plaintiff and the other class members and aggrieved employees pursuant to California law in
24 order to increase Defendants' profits.

25 46. California Labor Code section 218 states that nothing in Article 1 of the Labor
26 Code shall limit the right of any wage claimant to "sue directly . . . for any wages or penalty
27 due to him [or her] under this article."

28 **FIRST CAUSE OF ACTION**

(Violation of California Labor Code §§ 510 and 1198)

(Against ANIMAL SUPPLY COMPANY LLC and DOES 1 through 100)

47. Plaintiff incorporates by reference the allegations above and each and every part thereof with the same force and effect as though fully set forth herein.

48. California Labor Code section 1198 and the applicable Industrial Welfare Commission (“IWC”) Wage Order provide that it is unlawful to employ persons without compensating them at a rate of pay either time-and-one-half or two-times that person’s regular rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

49. Specifically, the applicable IWC Wage Order provides that Defendants are and were required to pay Plaintiff and the other class members employed by Defendants, and working more than eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of time-and-one-half for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek.

50. The applicable IWC Wage Order further provides that Defendants are and were required to pay Plaintiff and the other class members overtime compensation at a rate of two times their regular rate of pay for all hours worked in excess of twelve (12) hours in a day.

51. California Labor Code section 510 codifies the right to overtime compensation at one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day of work, and to overtime compensation at twice the regular hourly rate for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day of work.

52. During the relevant time period, Plaintiff and the other class members worked in excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a week.

53. During the relevant time period, Defendants intentionally and willfully failed to pay overtime wages owed to Plaintiff and the other class members. Plaintiff alleges that Defendant utilized time shaving and time rounding practices that resulted in the systematic

1 underpayment of wages, including overtime wages. Plaintiff alleges that Defendant failed to
2 pay employees for all overtime hours worked as the result of off-the-clock work and based on
3 regular rates of pay correctly calculated to include all applicable remuneration including non-
4 discretionary bonuses, shift differentials, and incentive pay.

5 54. Defendants' failure to pay Plaintiff and the other class members the unpaid
6 balance of overtime compensation, as required by California laws, violates the provisions of
7 California Labor Code sections 510 and 1198, and is therefore unlawful.

8 55. Pursuant to California Labor Code section 1194, Plaintiff and the other class
9 members are entitled to recover unpaid overtime compensation, as well as interest, costs, and
10 attorneys' fees.

11 **SECOND CAUSE OF ACTION**

12 **(Violation of California Labor Code §§ 226.7 and 512(a))**

13 **(Against ANIMAL SUPPLY COMPANY LLC and DOES 1 through 100)**

14 56. Plaintiff incorporates by reference the allegations above, and each and every
15 part thereof with the same force and effect as though fully set forth herein.

16 57. At all relevant times, the IWC Order and California Labor Code sections 226.7
17 and 512(a) were applicable to Plaintiff's and the other class members' employment by
18 Defendants.

19 58. At all relevant times, California Labor Code section 226.7 provides that no
20 employer shall require an employee to work during any meal or rest period mandated by an
21 applicable order of the California IWC.

22 59. At all relevant times, the applicable IWC Wage Order and California Labor
23 Code section 512(a) provide that an employer may not require, cause or permit an employee to
24 work for a work period of more than five (5) hours per day without providing the employee
25 with a meal period of not less than thirty (30) minutes, except that if the total work period per
26 day of the employee is no more than six (6) hours, the meal period may be waived by mutual
27 consent of both the employer and employee.

28 60. At all relevant times, the applicable IWC Wage Order and California Labor

1 Code section 512(a) further provide that an employer may not require, cause or permit an
2 employee to work for a work period of more than ten (10) hours per day without providing the
3 employee with a second uninterrupted meal period of not less than thirty (30) minutes, except
4 that if the total hours worked is no more than twelve (12) hours, the second meal period may
5 be waived by mutual consent of the employer and the employee only if the first meal period
6 was not waived.

7 61. During the relevant time period, Plaintiff and the other class members who were
8 scheduled to work for a period of time no longer than six (6) hours, and who did not waive
9 their legally-mandated meal periods by mutual consent, were required to work for periods
10 longer than five (5) hours without an uninterrupted meal period of not less than thirty (30)
11 minutes and/or rest period.

12 62. During the relevant time period, Plaintiff and the other class members who were
13 scheduled to work for a period of time in excess of six (6) hours were required to work for
14 periods longer than five (5) hours without an uninterrupted meal period of not less than thirty
15 (30) minutes and/or rest period. Further, Plaintiff and the other class members who worked in
16 excess of ten (10) hours worked through their second meal period or took their second meal
17 period after the tenth (10th) hour of work. Both first and second meal periods were frequently
18 interrupted or cut short.

19 63. Defendants' policy and culture prevented Plaintiff and other class members from
20 taking timely, uninterrupted, and duty-free rest periods because of the priority placed on
21 completing job requirements over employees' right to receive meal periods.

22 64. Defendants shift scheduling failed to ensure that there was adequate staffing to
23 allow Plaintiff and other class members to take timely, uninterrupted, and duty-free meal periods.

24 65. Defendants systemically disregarded their own purported meal period policies and
25 failed to implement legally compliant policies.

26 66. Defendants' management at various levels, affecting all hourly non-exempt
27 employees, failed and refused to implement and enforce legally compliant meal period policies
28 and practices.

67. Defendants failed to adequately inform and train Plaintiff and other putative class members regarding their right to take timely, uninterrupted, and duty-free meal periods.

68. Defendants failed to adequately inform and train Plaintiff and other putative class members regarding their right to premium wages for non-compliant meal periods.

69. During the relevant time period, Defendants intentionally and willfully required Plaintiff and the other class members to work during meal periods and failed to compensate Plaintiff and the other class members the full meal period premium for work performed during meal periods.

70. During the relevant time period, Defendants failed to pay Plaintiff and the other class members the full meal period premium due pursuant to California Labor Code section 226.7.

71. Defendants' conduct violates applicable IWC Wage Order and California Labor Code sections 226.7 and 512(a).

72. Pursuant to applicable IWC Wage Order and California Labor Code section 226.7(b), Plaintiff and the other class members are entitled to recover from Defendants one additional hour of pay at the employee's regular rate of compensation for each work day that the meal or rest period is not provided.

THIRD CAUSE OF ACTION

(Violation of California Labor Code § 226.7)

(Against ANIMAL SUPPLY COMPANY LLC and DOES 1 through 100)

73. Plaintiff incorporates by reference the allegations above, and each and every part thereof with the same force and effect as though fully set forth herein.

74. At all times herein set forth, the applicable IWC Wage Order and California Labor Code section 226.7 were applicable to Plaintiff's and the other class members' employment by Defendants.

75. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC.

1 76. At all relevant times, the applicable IWC Wage Order provides that “[e]very
2 employer shall authorize and permit all employees to take rest periods, which insofar as
3 practicable shall be in the middle of each work period” and that the “rest period time shall be
4 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
5 hours or major fraction thereof” unless the total daily work time is less than three and one-half
6 (3 ½) hours.

7 77. During the relevant time period, Defendants required Plaintiff and other class
8 members to work four (4) or more hours without authorizing or permitting an uninterrupted,
9 duty-free ten (10) minute rest period per each four (4) hour period worked.

10 78. During the relevant time period, Defendants required Plaintiff and other class
11 members to work more than six (6) hours in a day, without authorizing or permitting an
12 uninterrupted, duty-free second ten (10) minute rest period.

13 79. During the relevant time period, Defendants required Plaintiff and other class
14 members to work more than ten (10) hours in a day, without authorizing or permitting an
15 uninterrupted, duty-free third ten (10) minute rest period.

16 80. In the event a rest period was taken by Plaintiff or other class members, the rest
17 periods were frequently interrupted or cut short and were never completely relieved of duty.

18 81. During the relevant time period Defendants required Plaintiff and other class
19 members to remain on the premises on the rare occasion a rest period was provided.

20 82. Defendant’s policy and culture prevented Plaintiff and other class members from
21 taking timely, uninterrupted, and duty-free rest periods because of the priority placed on
22 completing job requirements over employees’ right to receive rest periods.

23 83. Defendant failed to ensure that there was adequate staffing to allow Plaintiff and
24 other class members to take timely, uninterrupted, and duty-free rest periods.

25 84. Defendants did not have legally-compliant policies regarding the provision and
26 timing of rest periods.

27 85. Defendants’ management at various levels, affecting all hourly non-exempt
28 employees, failed and refused to implement and enforce legally compliant rest period policies

1 and practices.

2 86. Defendant failed to adequately inform and train Plaintiff and other class members
3 regarding their right to take timely, uninterrupted, and duty-free rest periods.

4 87. Defendant failed to adequately inform and train Plaintiff and other putative class
5 members about their right to premium wages for noncompliant rest periods.

6 88. During the relevant time period, Defendants willfully required Plaintiff and the
7 other class members to work during rest periods and failed to pay Plaintiff and the other class
8 members the full rest period premium for work performed during rest periods.

9 89. During the relevant time period, Defendants failed to pay Plaintiff and the other
10 class members the full rest period premium due pursuant to California Labor Code section
11 226.7

12 90. Defendants' conduct violates applicable IWC Wage Orders and California
13 Labor Code section 226.7.

14 91. Pursuant to the applicable IWC Wage Orders and California Labor Code section
15 226.7(c), Plaintiff and the other class members are entitled to recover from Defendants one
16 additional hour of pay at the employees' regular hourly rate of compensation for each work
17 day that the rest period was not provided.

18 **FOURTH CAUSE OF ACTION**

19 **(Violation of California Labor Code §§ 1194, 1197, and 1197.1)**

20 **(Against ANIMAL SUPPLY COMPANY LLC and DOES 1 through 100)**

21 92. Plaintiff incorporates by reference the allegations above, and each and every
22 part thereof with the same force and effect as though fully set forth herein.

23 93. At all relevant times, California Labor Code sections 1194, 1197, and 1197.1
24 provide that the minimum wage to be paid to employees, and the payment of a lesser wage
25 than the minimum so fixed is unlawful.

26 94. During the relevant time period, Defendants failed to pay minimum wage to
27 Plaintiff and the other class members as required, pursuant to California Labor Code sections
28 1194, 1197, and 1197.1.

95. Defendants failed to compensate employees for time spent working off-the-clock including performing work while clocked out for purported meal breaks; performing work before the start of their scheduled shift; and performing work after clocking out for the end of their shift, at Defendants' direction and as a result of work-related demands.

96. Defendants utilized time shaving and time rounding practices that resulted in the systematic underpayment of wages to Plaintiff and other putative class members.

97. Defendants' failure to pay Plaintiff and the other class members the minimum wage as required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to those sections Plaintiff and the other class members are entitled to recover the unpaid balance of their minimum wage compensation as well as interest, costs, and attorney's fees, and liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

98. Pursuant to California Labor Code section 1197.1, Plaintiff and the other class members are entitled to recover a penalty of \$100.00 for the initial failure to timely pay each employee minimum wages, and \$250.00 for each subsequent failure to pay each employee minimum wages.

99. Pursuant to California Labor Code section 1194.2, Plaintiff and the other class members are entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

FIFTH CAUSE OF ACTION

(Violation of California Labor Code §§ 201 and 202)

(Against ANIMAL SUPPLY COMPANY LLC and DOES 1 through 100)

100. Plaintiff incorporates by reference the allegations above, and each and every part thereof with the same force and effect as though fully set forth herein.

101. At all relevant times herein set forth, California Labor Code sections 201 and
202 provide that if an employer discharges an employee, the wages earned and unpaid at the
time of discharge are due and payable immediately, and if an employee quits his or her
employment, his or her wages shall become due and payable not later than seventy-two (72)
hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her

1 intention to quit, in which case the employee is entitled to his or her wages at the time of
2 quitting.

3 102. During the relevant time period, Defendants intentionally and willfully failed to
4 timely pay Plaintiff and the other class members who are no longer employed by Defendants
5 their wages, earned and unpaid, including straight time wages, minimum wages, and overtime
6 wages, within seventy-two (72) hours of their leaving Defendants' employ.

7 103. Defendants' failure to pay Plaintiff and the other class members who are no
8 longer employed by Defendants' their wages, earned and unpaid, within seventy-two (72)
9 hours of their leaving Defendants' employ, is in violation of California Labor Code sections
10 201 and 202.

11 104. California Labor Code section 203 provides that if an employer willfully fails to
12 pay wages owed, in accordance with sections 201 and 202, then the wages of the employee
13 shall continue as a penalty from the due date thereof at the same rate until paid or until an
14 action is commenced; but the wages shall not continue for more than thirty (30) days.

15 105. Plaintiff and the other class members are entitled to recover from Defendants the
16 statutory penalty wages for each day they were not paid, up to a thirty (30) day maximum
17 pursuant to California Labor Code section 203.

18 **SIXTH CAUSE OF ACTION**

19 **(Violation of California Labor Code § 204)**

20 **(Against ANIMAL SUPPLY COMPANY LLC and DOES 1 through 100)**

21 106. Plaintiff incorporates by reference the allegations above, and each and every
22 part thereof with the same force and effect as though fully set forth herein.

23 107. At all times herein set forth, California Labor Code section 204 provides that all
24 wages earned by any person in any employment between the 1st and 15th days, inclusive, of
25 any calendar month, other than those wages due upon termination of an employee, are due and
26 payable between the 16th and the 26th day of the month during which the labor was
27 performed.

28 108. At all times herein set forth, California Labor Code section 204 provides that all

1 wages earned by any person in any employment between the 16th and the last day, inclusive,
2 of any calendar month, other than those wages due upon termination of an employee, are due
3 and payable between the 1st and the 10th day of the following month.

4 109. At all times herein set forth, California Labor Code section 204 provides that all
5 wages earned for labor in excess of the normal work period shall be paid no later than the
6 payday for the next regular payroll period.

7 110. During the relevant time period, Defendants intentionally and willfully failed to
8 pay Plaintiff and the other class members all wages due to them, including but not limited to,
9 overtime compensation, straight time wages, minimum wages, and meal and rest period
10 premiums, within any time period permissible under California Labor Code section 204.

11 111. Plaintiff and the other class members are entitled to recover all remedies
12 available for violations of California Labor Code section 204.

13 **SEVENTH CAUSE OF ACTION**

14 **(Violation of California Labor Code § 226(a))**

15 **(Against ANIMAL SUPPLY COMPANY LLC and DOES 1 through 100)**

16 112. Plaintiff incorporates by reference the allegations above, and each and every
17 part thereof with the same force and effect as though fully set forth herein.

18 113. At all material times set forth herein, California Labor Code section 226(a)
19 provides that every employer shall furnish each of his or her employees an accurate itemized
20 statement in writing showing (1) gross wages earned, (2) total hours worked by the employee,
21 (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid
22 on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of
23 the employee may be aggregated and shown as one item, (5) net wages earned, (6) the
24 inclusive dates of the period for which the employee is paid, (7) the name of the employee and
25 his or her social security number, (8) the name and address of the legal entity that is the
26 employer, and (9) all applicable hourly rates in effect during the pay period and the
27 corresponding number of hours worked at each hourly rate by the employee. The deductions
28 made from payments of wages shall be recorded in ink or other indelible form, properly dated,

1 showing the month, day, and year, and a copy of the statement or a record of the deductions
2 shall be kept on file by the employer for at least three years at the place of employment or at a
3 central location within the State of California.

4 114. Defendants have intentionally and willfully failed to provide Plaintiff and the
5 other class members with complete and accurate wage statements. The deficiencies include,
6 but are not limited to: the failure to include the total number of hours worked by Plaintiff and
7 the other class members, the gross wages earned by Plaintiff and the other class members, and
8 the correct rates of pay for Plaintiff and the other class members.

9 115. As a result of Defendants' violation of California Labor Code section 226(a),
10 Plaintiff and the other class members have suffered injury and damage to their statutorily-
11 protected rights, including, but not limited to, being unable to calculate their correct rates of
12 pay based on their wage statement alone.

13 116. More specifically, Plaintiff and the other class members have been injured by
14 Defendants' intentional and willful violation of California Labor Code section 226(a) because
15 they were denied both their legal right to receive, and their protected interest in receiving,
16 accurate and itemized wage statements pursuant to California Labor Code section 226(a).

17 117. Plaintiff and the other class members are entitled to recover from Defendants the
18 greater of their actual damages caused by Defendants' failure to comply with California Labor
19 Code section 226(a), or an aggregate penalty not exceeding four thousand dollars per
20 employee.

21 118. Plaintiff and the other class members are also entitled to injunctive relief to
22 ensure compliance with this section, pursuant to California Labor Code section 226(h).

23 ///

24 ///

25 ///

26 **EIGHTH CAUSE OF ACTION**

27 **(Violation of California Labor Code § 1174(d))**

28 **(Against ANIMAL SUPPLY COMPANY LLC and DOES 1 through 100)**

119. Plaintiff incorporates by reference the allegations above, and each and every part thereof with the same force and effect as though fully set forth herein.

120. Pursuant to California Labor Code section 1174(d), an employer shall keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept in accordance with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years.

121. Defendants have intentionally and willfully failed to keep accurate and complete payroll records showing Plaintiff the other class members' work periods, meal periods, total daily hours, total hours worked per pay period, and total wages and compensation.

122. As a result of Defendants' violation of California Labor Code section 1174(d), Plaintiff and the other class members have suffered injury and damage to their statutorily-protected rights.

123. More specifically, Plaintiff and the other class members have been injured by Defendants' intentional and willful violation of California Labor Code section 1174(d) because they were denied both their legal right and protected interest, in having available, accurate and complete payroll records pursuant to California Labor Code section 1174(d).

NINTH CAUSE OF ACTION

(Violation of California Labor Code §§ 2800 and 2802)

(Against ANIMAL SUPPLY COMPANY LLC and DOES 1 through 100)

124. Plaintiff incorporates by reference the allegations above, and each and every part thereof with the same force and effect as though fully set forth herein.

125. Pursuant to California Labor Code sections 2800 and 2802, an employer must reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer.

1 126. Plaintiff and the other class members incurred necessary business-related
2 expenses and costs that were not fully reimbursed by Defendants, including, but not limited to,
3 the use of their personal cell phones.

4 127. Defendants have intentionally and willfully failed to reimburse Plaintiff and the
5 other class members for all necessary business-related expenses and costs.

6 128. Plaintiff and the other class members are entitled to recover from Defendants
7 their business-related expenses and costs incurred during the course and scope of their
8 employment, plus interest accrued from the date on which the employee incurred the necessary
9 expenditures at the same rate as judgments in civil actions in the State of California.

10 **TENTH CAUSE OF ACTION**

11 **(Violation of California Labor Code § 227.3)**

12 **(Against ANIMAL SUPPLY COMPANY LLC and DOES 1 through 100)**

13 129. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and
14 every allegation set forth above.

15 130. California Labor Code § 227.3 affirms “whenever a contract of employment or
16 employer policy provides for paid vacations, and an employee is terminated without having
17 taken off his vested vacation time, all vested vacation shall be paid to him as wages at his final
18 rate in accordance with such contract of employment or employer policy respecting eligibility or
19 time served.”

20 131. Defendants’ failure to pay Class Members unused and accrued vested vacation
21 time at the time of the Class Members’ separation from employment with Defendants violates
22 Labor Code § 227.3.

23 132. As a direct and proximate result of Defendants’ conduct, Plaintiff and similarly
24 situated Class Members have suffered substantial losses according to proof, as well as pre-
25 judgment interest, costs, and attorneys’ fees pursuant to statute and applicable law.

26 **ELEVENTH CAUSE OF ACTION**

27 **(Violation of California Business & Professions Code §§ 17200, et seq.)**

28 **(Against ANIMAL SUPPLY COMPANY LLC and DOES 1 through 100)**

1 133. Plaintiff incorporates by reference the allegations above, and each and every
2 part thereof with the same force and effect as though fully set forth herein.

3 134. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,
4 unlawful and harmful to Plaintiff, other class members, to the general public, and Defendants'
5 competitors. Accordingly, Plaintiff seek to enforce important rights affecting the public
6 interest within the meaning of Code of Civil Procedure section 1021.5.

7 135. Defendants' activities as alleged herein are violations of California law, and
8 constitute unlawful business acts and practices in violation of California Business &
9 Professions Code section 17200, et seq.

10 136. A violation of California Business & Professions Code section 17200, et seq.
11 may be predicated on the violation of any state or federal law. In this instant case, Defendants'
12 policies and practices of requiring employees, including Plaintiff and the other class members,
13 to work overtime without paying them proper compensation violate California Labor Code
14 sections 510 and 1198. Additionally, Defendants' policies and practices of requiring
15 employees, including Plaintiff and the other class members, to work through their meal and
16 rest periods without paying them proper compensation violate California Labor Code sections
17 226.7 and 512(a). Defendants' policies and practices of failing to pay minimum wages violate
18 California Labor Code sections 1194, 1197, and 1197.1. Moreover, Defendants' policies and
19 practices of failing to timely pay wages to Plaintiff and the other class members violate
20 California Labor Code sections 201, 202 and 204. Defendants' failure to pay Plaintiff and the
21 other class members for all earned and unused and accrued vacation time at their final rate of pay
22 at the time of termination of their employment violate California Labor Code section 227.3.
23 Defendants also violated California Labor Code sections 226(a), 1174(d), 2800 and 2802.

24 137. As a result of the herein described violations of California law, Defendants
25 unlawfully gained an unfair advantage over other businesses.

26 138. Plaintiff and the other class members have been personally injured by
27 Defendants' unlawful business acts and practices as alleged herein, including but not
28 necessarily limited to the loss of money and/or property.

139. Pursuant to California Business & Professions Code sections 17200, et seq., Plaintiff and the other class members are entitled to restitution of the wages withheld and retained by Defendants during a period that commences four years preceding the filing of this Complaint; an award of attorneys' fees pursuant to California Code of Civil procedure section 1021.5 and other applicable laws; and an award of costs.

TWELFTH CAUSE OF ACTION

(Violation of California Labor Code § 2699, Et Seq.)

(Against All Defendants)

140. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

141. Plaintiff brings his eleventh cause of action as a representative action on behalf of himself and similarly Aggrieved Employees in the capacity as a private attorney general pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, et seq. (“PAGA”). The allegations set forth in the May 17, 2021 are incorporated by reference and the letter is attached as **Exhibit A**.

142. Plaintiff brings his PAGA action on behalf of himself and in a representative capacity on behalf of the State of California and all non-exempt individuals who worked at Animal Supply Company in California, excluding drivers (“Aggrieved Employees.”)

143. PAGA specifically provides for a private right of action to recover civil penalties for violations of the Labor Code as follows: “Notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in Section 2699.3.” Cal. Lab. Code § 2699(a).

144. Plaintiff was employed by Defendants and the Labor Code violations alleged above were committed against him during his time of employment. Plaintiff is therefore, an

1 “aggrieved employee” under PAGA.

2 145. As set forth in detail above, during all times relevant to this Action, Defendant
3 has routinely subjected Plaintiff and the Aggrieved Employees to violations of California Labor
4 Codes by:

- 5 a. Failing to pay Plaintiff and the Aggrieved Employees all earned minimum wage
6 compensation in violation of Labor Code §§ 1194 and 1198 *et seq* as the result of
7 off-the-clock work and unlawful rounding and time shaving practices;
- 8 b. Failing to pay Plaintiff and the Aggrieved Employees all earned overtime
9 compensation in violation of Labor Code §§ 204, 510, 1194, and 1198 *et seq.* as
10 the result of off-the-clock work and unlawful rounding and time shaving practices
11 and failing to pay employees for all overtime hours worked based on regular rates
12 of pay correctly calculated to include all applicable remuneration including non-
13 discretionary bonuses, shift differentials, and incentive pay;
- 14 c. Failing to provide legally required meal periods to Plaintiff and the Aggrieved
15 Employees, and failing to pay Plaintiff and the Aggrieved Employees an additional
16 hour of premium pay for meal period violations in violation of Labor Code §§
17 226.7 and 512, because:
 - 18 i. Defendants’ policy and culture prevented Plaintiff and other class
19 members from taking timely, uninterrupted, and duty-free rest periods
20 because of the priority placed on completing job requirements over
21 employees’ right to receive meal periods.
 - 22 ii. Defendants’ shift scheduling failed to ensure that there was adequate
23 staffing to allow Plaintiff and other class members to take timely,
24 uninterrupted, and duty-free meal periods.
 - 25 iii. Defendants systemically disregarded their own purported meal period
26 policies and failed to implement legally compliant policies.
 - 27 iv. Defendants’ management at various levels, affecting all hourly non-
28 exempt employees, failed and refused to implement and enforce legally
compliant meal period policies and practices.

- 1 v. Defendants failed to adequately inform and train Plaintiff and other
2 putative class members regarding their right to take timely, uninterrupted,
3 and duty-free meal periods.
- 4 vi. Defendants failed to adequately inform and train Plaintiff and other
5 putative class members regarding their right to premium wages for non-
6 compliant meal periods.
- 7 d. Failing to provide authorize and permit Plaintiff and the Aggrieved Employees to
8 take duty-free rest periods, and failing to pay Plaintiff and the Aggrieved
9 Employees an additional hour of premium pay for rest period violations in
10 violation of Labor Code §§ 226.7 and 512, because
- 11 i. During the relevant time period Defendants required Plaintiff and other
12 class members to remain on the premises on the rare occasion a rest
13 period was provided.
- 14 ii. Defendant's policy and culture prevented Plaintiff and other class
15 members from taking timely, uninterrupted, and duty-free rest periods
16 because of the priority placed on completing job requirements over
17 employees' right to receive rest periods.
- 18 iii. Defendant failed to ensure that there was adequate staffing to allow
19 Plaintiff and other class members to take timely, uninterrupted, and duty-
20 free rest periods.
- 21 iv. Defendants did not have legally-compliant policies regarding the provision
22 and timing of rest periods.
- 23 v. Defendants' management at various levels, affecting all hourly non-
24 exempt employees, failed and refused to implement and enforce legally
25 compliant rest period policies and practices.
- 26 vi. Defendant failed to adequately inform and train Plaintiff and other class
27 members regarding their right to take timely, uninterrupted, and duty-free
28 rest periods.

- 1 vii. Defendant failed to adequately inform and train Plaintiff and other
2 putative class members about their right to premium wages for
3 noncompliant rest periods.
- 4 e. Failing to timely pay Plaintiff and the Aggrieved Employees all wages, including
5 straight time wages, minimum wages, and overtime wages, at end of their
6 employment in violation of Labor Code § 203.
- 7 f. Failing to timely pay Plaintiff and the Aggrieved Employees all wages owed
8 during employment, including but not limited to, overtime compensation, straight
9 time wages, minimum wages, and meal and rest period premiums, in violation
10 of Labor Code § 204.
- 11 g. Failing to furnish Plaintiff and the Aggrieved Employees with complete, accurate,
12 itemized wage statements in violation of Labor Code § 226, including, but not
13 limited to, the failure to include the total number of hours worked by Plaintiff
14 and the other class members, the gross wages earned by Plaintiff and the other
15 class members, and the correct rates of pay for Plaintiff and the other class
16 members;
- 17 h. Failing to maintain accurate records relating to Plaintiff and the Aggrieved
18 Employees' work periods, meal periods, total daily hours, total hours worked per
19 pay period, total wages and compensation, in violation of Labor Code § 11749(d)
20 and the applicable IWC Wage Order.
- 21 i. Failing to reimburse Plaintiff and the Aggrieved Employees for necessary
22 business-related expenses, including, but not limited to the use of their personal
23 cell phones, in violation of Labor Code §§ 2800 and 2802.
- 24 j. Failure to pay Plaintiff and the Aggrieved Employees for all earned and unused
25 and accrued vacation time at their final rate of pay at the time of termination of
26 their employment in violation of Labor Code § 227.3.

26 146. Pursuant to California Labor Code sections 2699 and 2699.5, Plaintiff,
27 individually and on behalf of the Aggrieved Employees and the State of California, requests
28 and is entitled to recover penalties against Defendants for the Labor Code violations described

1 above, including but not limited to penalties under California Code of Regulations Title section
2 11010, penalties under California Labor Code sections 2699, 558, 210, 1197.1, 226, 226.3 and
3 1174.5, and any and all additional penalties and sums as provided by the California Labor
4 Code and/or other statutes. The exact amount of the applicable penalties, in all, is in an amount
5 to be shown according to proof at trial.

6 147. Plaintiff has exhausted his administrative remedies pursuant to Labor Code §
7 2699.3. On May 17, 2021, Plaintiff, through his counsel of record, by online filing with the
8 Labor and Workforce Development Agency (“LWDA”) and by certified mail to the
9 Defendants, notified Defendants and the LWDA of the specific provisions of the Labor Code
10 and IWC Wage Orders that Defendants have violated, including the facts and theories to
11 support the violations, and of Plaintiff’s intent to bring a claim for civil penalties under PAGA.
12 Plaintiff also paid the filing fee required under Labor Code § 2699.3. As of the filing of this
13 Complaint, more than 65 days have elapsed since the mailing of Plaintiff’s May 17, 2021,
14 notice, and the Labor and Workforce Development Agency has not indicated that it intends to
15 investigate the violations discussed in the notice. Accordingly, Plaintiff may commence a civil
16 action to recover penalties for himself and other Aggrieved Employees pursuant to Labor Code
17 § 2699.3.

18 148. Plaintiff was compelled to retain the services of counsel to file this court action
19 to protect his interests and the Aggrieved Employees, and to assess and collect the civil
20 penalties owed by Defendants. Plaintiff therefore seeks an award of reasonable attorney’s fees
21 and costs pursuant to Labor Code § 2699(g)(1), and any other applicable statute.

22 149. Plaintiff may amend this complaint as a matter of right pursuant to California
23 Labor Code § 2699.3 as this complaint has been filed within sixty days of the time periods
24 specified in Labor Code §2699.3

25 **DEMAND FOR JURY TRIAL**

26 Plaintiff, individually, and on behalf of other members of the general public similarly
27 situated, requests a trial by jury.

28 **PRAYER FOR RELIEF**

1 WHEREFORE, Plaintiff, individually, and on behalf of other members of the general
2 public similarly situated, prays for relief and judgment against Defendants, jointly and
3 severally, as follows:

4 **Class Certification**

- 5 1. That this action be certified as a class action;
6 2. That Plaintiff be appointed as the representative of the Class;
7 3. That counsel for Plaintiff be appointed as Class Counsel; and
8 4. That Defendants provide to Class Counsel immediately the names and most
9 current/last known contact information (address, e-mail and telephone numbers) of all class
10 members.

11 **As to the First Cause of Action**

- 12 5. That the Court declare, adjudge and decree that Defendants violated California
13 Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay
14 all overtime wages due to Plaintiff and the other class members;
15 6. For general unpaid wages at overtime wage rates and such general and special
16 damages as may be appropriate;
17 7. For pre-judgment interest on any unpaid overtime compensation commencing
18 from the date such amounts were due;
19 8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
20 California Labor Code section 1194; and
21 9. For such other and further relief as the Court may deem just and proper.

22
23 **As to the Second Cause of Action**

- 24 10. That the Court declare, adjudge and decree that Defendants violated California
25 Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to
26 provide all meal periods (including second meal periods) to Plaintiff and the other class
27 members;
28 11. That the Court make an award to Plaintiff and the other class members of one

(1) hour of pay at each employee's regular rate of compensation for each workday that a meal period was not provided;

12. For all actual, consequential, and incidental losses and damages, according to proof;

13. For premium wages pursuant to California Labor Code section 226.7(c);

14. For pre-judgment interest on any unpaid wages from the date such amounts were due;

15. For reasonable attorneys' fees and costs of suit incurred herein; and

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

As to the Third Cause of Action

17. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest periods to Plaintiff and the other class members;

18. That the Court make an award to Plaintiff and the other class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a rest period was not provided;

19. For all actual, consequential, and incidental losses and damages, according to proof;

20. For premium wages pursuant to California Labor Code section 226.7(c);

21. For pre-judgment interest on any unpaid wages from the date such amounts were due; and

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

As to the Fourth Cause of Action

23. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to Plaintiff and the other class members;

24. For general unpaid wages and such general and special damages as may be appropriate;

1 25. For statutory wage penalties pursuant to California Labor Code section 1197.1
2 for Plaintiff and the other class members in the amount as may be established according to
3 proof at trial;

4 26. For pre-judgment interest on any unpaid compensation from the date such
5 amounts were due;

6 27. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
7 California Labor Code section 1194(a);

8 28. For liquidated damages pursuant to California Labor Code section 1194.2; and

9 29. For such other and further relief as the Court may deem just and proper.

10 **As to the Fifth Cause of Action**

11 30. That the Court declare, adjudge and decree that Defendants violated California
12 Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the
13 time of termination of the employment of Plaintiff and the other class members no longer
14 employed by Defendants;

15 31. For all actual, consequential, and incidental losses and damages, according to
16 proof;

17 32. For statutory wage penalties pursuant to California Labor Code section 203 for
18 Plaintiff and the other class members who have left Defendants' employ;

19 33. For pre-judgment interest on any unpaid compensation from the date such
20 amounts were due; and

21 34. For such other and further relief as the Court may deem just and proper.

22
23 **As to the Sixth Cause of Action**

24 35. That the Court declare, adjudge and decree that Defendants violated California
25 Labor Code section 204 by willfully failing to pay all compensation owed at the time required
26 by California Labor Code section 204 to Plaintiff and the other class members;

27 36. For all actual, consequential, and incidental losses and damages, according to
28 proof;

1 37. For pre-judgment interest on any unpaid compensation from the date such
2 amounts were due; and

3 38. For such other and further relief as the Court may deem just and proper.

4 **As to the Seventh Cause of Action**

5 39. That the Court declare, adjudge and decree that Defendants violated the record
6 keeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders
7 as to Plaintiff and the other class members, and willfully failed to provide accurate itemized
8 wage statements thereto;

9 40. For actual, consequential and incidental losses and damages, according to proof;

10 41. For statutory penalties pursuant to California Labor Code section 226(e);

11 42. For injunctive relief to ensure compliance with this section, pursuant to
12 California Labor Code section 226(h); and

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

14 **As to the Eighth Cause of Action**

15 44. That the Court declare, adjudge and decree that Defendants violated California
16 Labor Code section 1174(d) by willfully failing to keep accurate and complete payroll records
17 for Plaintiff and the other class members as required by California Labor Code section
18 1174(d);

19 45. For actual, consequential and incidental losses and damages, according to proof;

20 46. For statutory penalties pursuant to California Labor Code section 1174.5; and

21 47. For such other and further relief as the Court may deem just and proper.

22
23 **As to the Ninth Cause of Action**

24 48. That the Court declare, adjudge and decree that Defendants violated California
25 Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiff and the other
26 class members for all necessary business-related expenses as required by California Labor
27 Code sections 2800 and 2802;

28 49. For actual, consequential and incidental losses and damages, according to proof;

- 1 50. For the imposition of civil penalties and/or statutory penalties;
2 51. For reasonable attorneys' fees and costs of suit incurred herein; and
3 52. For such other and further relief as the Court may deem just and proper.

4 **As to the Tenth Cause of Action**

5 53. That the Court declare, adjudge and decree that Defendants violated California
6 Labor Code sections 227.3, 201, 202, and 203 by failing to pay Plaintiff and the other class
7 members for all vested and unpaid vacation wages;

- 8 54. For vested unpaid vacation wages and penalties according to proof;
9 55. For all interest on wages owed;
10 56. For all reasonable attorneys' fees and costs recoverable by law; and
11 57. For such other and further relief as the Court may deem just and proper.

12 **As to the Eleventh Cause of Action**

13 58. That the Court decree, adjudge and decree that Defendants violated California
14 Business and Professions Code sections 17200, et seq. by failing to provide Plaintiff and the
15 other class members all overtime compensation due to them, failing to provide all meal and
16 rest periods to Plaintiff and the other class members, failing to pay at least minimum wages to
17 Plaintiff and the other class members, failing to pay Plaintiff's and the other class members'
18 wages timely as required by California Labor Code section 201, 202 and 204 and by violating
19 California Labor Code sections 226(a), 1174(d), 2800 and 2802.

20 59. For restitution of unpaid wages to Plaintiff and all the other class members and
21 all pre-judgment interest from the day such amounts were due and payable;

22 60. For the appointment of a receiver to receive, manage and distribute any and all
23 funds disgorged from Defendants and determined to have been wrongfully acquired by
24 Defendants as a result of violation of California Business and Professions Code sections
25 17200, et seq.;

26 61. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
27 California Code of Civil Procedure section 1021.5;

28 62. For injunctive relief to ensure compliance with this section, pursuant to

1 California Business and Professions Code sections 17200, et seq.; and

2 63. For such other and further relief as the Court may deem just and proper.

3 **As to the Twelfth Cause of Action**

4 64. For statutory attorneys' fees and costs pursuant to 2699(g)(1) of California
5 Labor Code;

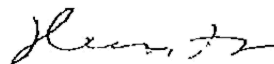
6 65. Prejudgment interest at the legal rate pursuant to California Labor Code Section
7 218.6;

8 66. For the imposition of civil penalties pursuant to California Labor Code §§ 2699,
9 210, 558, 226, 226.3, 1174.5, 1197.1, and all other penalties allowed by the California Labor
10 Code and/or other applicable statutes; and

11 67. For such other relief as the Court deems just and proper

12
13 Dated: August 13, 2021

PROTECTION LAW GROUP, LLP

14
15 By: 
16 Heather Davis
17 Attorneys for Plaintiff
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County of Los Angeles

AUG 27 2021

Sherri R. Carter, Executive Officer/Clerk of Court

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES, SPRING STREET

STEVEN AGUILAR, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiff,

vs.

ANIMAL SUPPLY COMPANY, INC., a
California limited liability company; and
DOES 1 through 100, inclusive,

Defendants.

Case No.: 19STCV31413

*Assigned for all purposes to: Hon. Yvette M.
Palazuelos, Dept. 9*

CLASS ACTION

PROOF OF SERVICE

Complaint Filed: September 5, 2019

Trial Date: Not Set

PROOF OF SERVICE

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PROOF OF SERVICE

Aguilar v. Animal Supply Company, Inc., Case No.: 19STCV31413

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 237 California Street, El Segundo, California 90245.

On August 27, 2021, I served the following document:

FIRST AMENDED COMPLAINT

on all interested parties as follows:

Jon G. Daryanani (*JDaryanani@perkinscoie.com*)

Jill L. Ripke (*Jripke@perkinscoie.com*)

Lauren M. Kulpa (*LKulpa@perkinscoie.com*)

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by submitting an electronic version of the document to CASEANYWHERE, through the user interface at www.caseanywhere.com. Based on Code of Civil Procedure §187 and California Rule of Court, Rules 2.253(a) and 3.751. The electronic notification address of the person(s) making the service is jennifer@protectionlawgroup.com

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

Executed on August 27, 2021, at El Segundo, California.



JENNIFER ONTIVEROS