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

12 MICHELLE MCGOVERN, as an individual
13 and on behalf of all others similarly situated,

14 Plaintiff,

15 v.

16 DR. HARIDY VETERINARY
17 EMERGENCY AND TRAUMA SERVICES,
18 CALIFORNIA, INC., a California
19 corporation; and DOES 1 through 100,
20 inclusive,

21 Defendants.

FILED

Superior Court of California
County of Los Angeles

09/29/2021

Sherri R. Carter, Executive Officer / Clerk of Court

By: C. Vaughn Deputy

Case No. 21STCV04089

**Amended As a Matter of Right Pursuant
to Labor Code Section 2699.3(a)(2)(C)**

**FIRST AMENDED REPRESENTATIVE
ACTION COMPLAINT:**

- (1) **MINIMUM WAGE VIOLATIONS
(LABOR CODE §§ 1182.12, 1194,
1194.2, 1197);**
- (2) **FAILURE TO PAY ALL
OVERTIME WAGES (LABOR
CODE §§ 204, 510, 558, 1194, AND
1198);**
- (3) **MEAL PERIOD VIOLATIONS
(LABOR CODE §§ 226.7 AND 512);**
- (4) **REST PERIOD VIOLATIONS
(LABOR CODE §§ 226.7 AND 516);**
- (5) **WAITING TIME PENALTIES
(LABOR CODE §§ 201-203);**
- (6) **WAGE STATEMENT VIOLATIONS
(LABOR CODE § 226, *et seq.*);**
- (7) **UNFAIR COMPETITION (BUS &
PROF CODE § 17200, *et seq.*);**
- (8) **FAILURE TO REIMBURSE FOR
NECESSARY BUSINESS
EXPENSES (LABOR CODE § 2802);
AND**

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(9) CIVIL PENALTIES UNDER THE
PRIVATE ATTORNEYS GENERAL
ACT (LABOR CODE § 2698 *et seq.*).

DEMAND FOR JURY TRIAL
UNLIMITED CIVIL CASE

1 Plaintiff Michelle McGovern (hereinafter "Plaintiff"), an individual, hereby brings this
2 First Amended Representative Action Complaint ("Complaint") against Dr. Haridy Veterinary
3 Emergency and Trauma Services, California, Inc., a California corporation, and DOES 1 to 100,
4 inclusive (collectively "Defendants"), and on information and belief alleges as follows:

5 **JURISDICTION**

6 1. Plaintiff hereby brings this Complaint for recovery of unpaid wages and penalties
7 under California Business and Professions Code § 17200 *et seq.*, Labor Code §§ 201-203, 204,
8 226 *et seq.*, 226.7, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2698 *et seq.*, and
9 2802; and Industrial Welfare Commission Wage Order 4 ("Wage Order 4"), in addition to seeking
10 declaratory relief and restitution. This Complaint is brought pursuant to California Code of Civil
11 Procedure § 382. This Court has jurisdiction over Defendants' violations of the California Labor
12 Code because the amount in controversy exceeds this Court's jurisdictional minimum.

13 **VENUE**

14 2. Venue is proper in this judicial district pursuant to California Code of Civil
15 Procedure §§ 395(a) and 395.5, as at least some of the acts and omissions complained of herein
16 occurred in the County of Los Angeles. Defendants own, maintain offices, transact business, have
17 an agent or agents within the County of Los Angeles, and/or otherwise are found within the
18 County of Los Angeles, and Defendants are within the jurisdiction of this Court for purposes of
19 service of process.

20 **PARTIES**

21 3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
22 Plaintiff was and currently is a California resident. During the four years immediately preceding
23 the filing of the Complaint in this action and within the statute of limitations periods applicable
24 to each cause of action pled herein, Plaintiff was employed by Defendants as a non-exempt
25 employee. Plaintiff was and is a victim of Defendants' policies and/or practices complained of
26 herein, lost money and/or property, and has been deprived of the rights guaranteed by Labor Code
27 §§ 201-203, 204, 226 *et seq.*, 226.7, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2698
28 *et seq.*, and 2802; California Business and Professions Code § 17200 *et seq.* ("Unfair Competition

1 Law”), and Wage Order 4, which sets employment standards for the professional industries.

2 4. Plaintiff is informed and believes, and based thereon allege, that during the four
3 years preceding the filing of the Complaint and continuing to the present, Defendants did (and
4 continue to do) business by owning and operating veterinary facilities that provide emergency
5 veterinary services and other veterinary care, employed Plaintiff within Los Angeles County and
6 the state of California and, therefore, were (and are) doing business in Los Angeles County and
7 the State of California.

8 5. Plaintiff does not know the true names or capacities, whether individual, partner,
9 or corporate, of the defendants sued herein as DOES 1 to 100, inclusive, and for that reason, said
10 defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to
11 amend this Complaint when such true names and capacities are discovered. Plaintiff is informed,
12 and believe, and based thereon allege, that each of said fictitious defendants, whether individual,
13 partners, or corporate, were responsible in some manner for the acts and omissions alleged herein,
14 and proximately caused Plaintiff to be subjected to the unlawful employment practices, wrongs,
15 injuries and damages complained of herein.

16 6. Plaintiff is informed, and believes, and thereon alleges, that at all times mentioned
17 herein, Defendants were and are the employers of Plaintiff.

18 7. At all times herein mentioned, each of said Defendants participated in the doing
19 of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the
20 Defendants, and each of them, were the agents, servants, and employees of each and every one of
21 the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned
22 were acting within the course and scope of said agency and employment. Defendants, and each
23 of them, approved of, condoned, and/or otherwise ratified each and every one of the acts or
24 omissions complained of herein.

25 8. At all times mentioned herein, Defendants, and each of them, were members of
26 and engaged in a joint venture, partnership, and common enterprise, and acting within the course
27 and scope of, and in pursuance of said joint venture, partnership, and common enterprise. Further,
28 Plaintiff alleges that all Defendants were joint employers for all purposes towards Plaintiff.

GENERAL FACTUAL ALLEGATIONS

9. Plaintiff was hired by Defendants in approximately July 2019, and worked as a non-exempt employee with the title of "Lead Registered Veterinary Technician" at Defendants' veterinary facilities, located in Bellflower, California. Plaintiff was unlawfully terminated by Defendants in approximately August 2020, because of her medical condition/disability. Plaintiff worked a varied schedule that generally equated to around 40 hours per week. However, Plaintiff would frequently be made to work on-call at the whims of Defendants on dates where she was not scheduled to work as well as before/after her scheduled shifts, almost always time that was unpaid and uncredited by Defendants.

10. Plaintiff generally began her shifts between 2pm and 4pm and would work until at least 10pm and often past closing time at 12:00 am. Plaintiff's duties included making sure that all treatments were properly scheduled for the day, setting up and scheduling surgeries, intake of new patients, performing bloodwork on patients, taking x-rays, and administering medications amongst other duties.

11. Throughout the duration of Plaintiff's employment, Plaintiff and other aggrieved employees were not paid for all hours worked. For example, Defendants would routinely call Plaintiff and other aggrieved employees to come work off-the-clock when there was not enough staff present at the facility to adequately take care of all of the patients. Furthermore, Defendants would track the hours of Plaintiff and other aggrieved employees weekly, and as soon as they reached 40 hours worked for the week, Defendants would instruct Plaintiff and other aggrieved employees to clock out and continue working so as to avoid paying overtime. This unlawful practice was a weekly occurrence. Furthermore, Defendants as a matter of policy/practice refused to pay Plaintiff and other aggrieved employees at the proper overtime rate of pay for all hours worked in excess of 8.0 hours on a given shift. Rather, it was Defendants' policy that they were not under any obligation to pay Plaintiff and other aggrieved employees their proper overtime rate of pay until they reached 40 hours of work for the week and would instead pay them straight time wages for daily hours worked in excess of 8.0. Further, as explained above, even on those occasions where Plaintiff or any other of the aggrieved employees reached 40 hours for the week,

1 Defendants did not pay at the proper overtime rate of pay and instead instructed Plaintiff and
2 other aggrieved employees to work off-the-clock. Plaintiff worked at least 10 hours every shift
3 between July 2019 and August 2020, but Defendants would only pay Plaintiff straight time wages
4 for this time worked. Due to Defendants' timekeeping and payment policies and practices that
5 failed to compensate for all hours worked, Plaintiff and other aggrieved employees have been
6 deprived of all required minimum and overtime wages earned.

7 12. In addition, Plaintiff and other aggrieved employees was not provided all legally
8 compliant meal periods due to Defendants' meal period policies/practices which fail to provide a
9 timely duty-free first meal period (i.e. a first meal period commencing before the end of the fifth
10 hour of work). For example, Plaintiff estimates that she and other aggrieved employees were only
11 able to exercise a full duty-free meal period of thirty minutes on about one quarter of their shifts.
12 Due to Defendants' intentional understaffing of the facility and intense workload imposed on
13 Plaintiff and other aggrieved employees, they were unable to clock out and exercise the use of a
14 statutorily compliant meal period on at least half of their shifts worked and would work through
15 the entirety of their shifts. The remaining quarter of the shifts that Plaintiff and other aggrieved
16 employees worked for Defendants, they would clock out for a meal period, but Defendants would
17 cut their meal period short and call them back into work prematurely. Plaintiff and other
18 aggrieved employees also were not allowed to leave the facility during her meal periods, further
19 resulting in Defendants' failure to provide duty-free meal periods. In addition, Defendants did
20 not provide a second meal period to Plaintiff and other aggrieved employees when they worked
21 shifts in excess of 10.0 hours despite the fact that they did so on a regular basis. Plaintiff and other
22 aggrieved employees' missed, late, and on-duty meal periods were a direct result of Defendants'
23 policy/practice. In addition, on those occasions when Plaintiff and other aggrieved employees
24 were not provided with all legally-compliant meal periods to which they were entitled, Defendants
25 failed to compensate Plaintiff and other aggrieved employees with the required meal period
26 premiums for each workday in which they experienced a meal period violation, as mandated by
27 Labor Code § 226.7.

28 13. Defendants have also failed to authorize and permit Plaintiff and other aggrieved

1 employees to take all statutorily mandated rest periods. For example, Defendants did not
2 authorize or permit Plaintiff and other aggrieved employees to take any statutorily required rest
3 periods at any point during their employment. Rather, due to the intense understaffing issues,
4 overwhelming workload, company culture, and lack of staff to cover for them, Plaintiff and other
5 aggrieved employees were not permitted the use of any rest periods. Defendants' policy/practice
6 prohibited Plaintiff and other aggrieved employees from leaving Defendants' facilities during
7 their rest periods, and therefore, failed to authorize and permit Plaintiff and other aggrieved
8 employees to take duty-free paid rest periods for every four-hour period worked, or major fraction
9 thereof. Further, upon information and belief during at least a portion of the relevant time period,
10 Defendants maintained no payroll code or other mechanism for the payment of rest period
11 premium payments under Labor Code § 226.7 in the event that a legally compliant rest period
12 was not authorized or permitted to their non-exempt employees.

13 14. As a result of Defendants' failure to pay all minimum and overtime wages, and
14 meal and rest period premium wages, Defendants maintained inaccurate payroll records, and
15 issued inaccurate and deficient wage statements. Further, for at least a portion of Plaintiff's
16 employment, Defendants issued facially deficient wage statements that did not include the name
17 of the legal entity employing Plaintiff and other non-exempt employees, ("Dr. Haridy Veterinary
18 Emergency and Trauma Services, California, Inc.") and instead contained the business name "Dr
19 Haridy VeterinaryEmergency And".

20 15. Defendants failed to adequately reimburse Plaintiff for all reasonable and
21 necessary work expenditures, including failing to reimburse for the use of their personal cellular
22 phones for business purposes. All work-related business between Defendants and its non-exempt
23 employees was conducted on Plaintiff and other aggrieved employees' personal cellular phones.
24 Defendants would call Plaintiff and other aggrieved employees at all hours of the day, even when
25 they were not scheduled to work, and would require them to discuss work related matters at
26 length. At no point did Defendants ever reimburse Plaintiff and other aggrieved employees for
27 the use of their cellular phones to perform work on behalf of Defendants

28 16. As a further result of Defendants' failure to pay all minimum and overtime wages,

1 and meal and rest period premium wages, Defendants failed to pay all wages owed to Plaintiff
2 and other aggrieved employees upon their separation of employment from Defendants.

3 **FIRST CAUSE OF ACTION**

4 **MINIMUM WAGE VIOLATIONS**

5 **(AGAINST ALL DEFENDANTS)**

6 17. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

7 18. Wage Order 4, § 4 and California Labor Code §§ 1197 and 1182.12 establish the
8 right of employees to be paid minimum wages for all hours worked in amounts set by state law.
9 Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal
10 minimum wage as required by Labor Code § 1197 may recover the unpaid balance together with
11 attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid
12 wages and interest accrued thereon. At all relevant times herein, Defendants failed to conform
13 their pay practices to the requirements of the law by failing to pay Plaintiff for all hours actually
14 worked including, but not limited to, all hours she was subject to the control of Defendants and/or
15 suffered or permitted to work under the California Labor Code and Wage Order 4.

16 19. California Labor Code § 1198 makes unlawful the employment of an employee
17 under conditions that the IWC prohibits. California Labor Code §§ 1194(a) and 1194.2(a) provide
18 that an employer who has failed to pay its employees the legal minimum wage is liable to pay
19 those employees the balance of the unpaid wages as well as liquidated damages in an amount
20 equal to the wages due and interest thereon.

21 20. As a direct and proximate result of Defendants' unlawful conduct as alleged
22 herein, Plaintiff has sustained economic damages, including but not limited to, unpaid wages and
23 lost interest in an amount to be established at trial, and is are entitled to recover economic and
24 statutory damages and penalties and other appropriate relief as a result of Defendants' violations
25 of the California Labor Code and Wage Order 4.

26 21. Defendants' practice and uniform administration of corporate policy regarding
27 illegal employee compensation is unlawful and creates an entitlement to recovery by Plaintiff in
28 a civil action for the unpaid amount of minimum wages, liquidated damages, including interest

thereon, statutory penalties, and attorneys' fees and costs of suit according to California Labor Code §§ 204, 558, 1194, *et seq.*, 1197, 1198 and Code of Civil Procedure § 1021.5.

SECOND CAUSE OF ACTION

FAILURE TO PAY ALL OVERTIME WAGES

(AGAINST ALL DEFENDANTS)

22. Plaintiff re-allege and incorporates by reference all previous paragraphs.

23. This cause of action is brought pursuant to Labor Code §§ 204, 510, 558, 1194, and 1198, which provide that non-exempt employees are entitled to overtime wages for all overtime hours worked, and provide a private right of action for the failure to pay all overtime compensation for overtime work performed.

24. At all times relevant herein, Defendants were required to properly compensate Plaintiff for all overtime hours worked pursuant to California Labor Code § 1194 and Wage Order 4. Wage Order 4, § 3 requires an employer to pay an employee "one and one-half (1½) times [the] employee's regular rate of pay" for work in excess of 8 hours per work day and/or in excess of 40 hours of work in the workweek. Wage Order 4, § 3 also requires an employer to pay an employee double the employee's regular rate of pay for work in excess of 12 hours each workday and/or for work in excess of 8 hours on the seventh consecutive day of work in the workweek. Defendants caused Plaintiff to work overtime hours, but did not compensate Plaintiff at one and one-half times her regular rate of pay for such hours.

25. The foregoing policies and practices are unlawful and create entitlement to recovery by Plaintiff in a civil action for the unpaid amount of overtime premiums owing, including interest thereon, statutory penalties, and attorneys' fees and costs of suit according to California Labor Code §§ 204, 510, 558, 1194, and 1198, Wage Order 4, and Code of Civil Procedure § 1021.5.

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THIRD CAUSE OF ACTION
MEAL PERIOD VIOLATIONS
(AGAINST ALL DEFENDANTS)

26. Plaintiff re-alleges and incorporate by reference all previous paragraphs.

27. Plaintiff is informed and believe, and based thereon allege, that Defendants failed in their affirmative obligation to provide all of their non-exempt employees in California, including Plaintiff with all legally compliant meal periods in accordance with the mandates of the California Labor Code and Wage Order 4, § 11. Despite Defendants' violations, Defendants did not pay an additional hour of pay to Plaintiff at her respective regular rate of pay, in accordance with California Labor Code §§ 204, 210, 226.7, and 512.

28. As a result, Defendants are responsible for paying premium compensation for meal period violations pursuant to Labor Code §§ 226.7, 512, and 558, and Wage Order 4, including interest thereon, statutory penalties, civil penalties, and costs of suit.

FOURTH CAUSE OF ACTION
REST PERIOD VIOLATIONS
(AGAINST ALL DEFENDANTS)

29. Plaintiff re-alleges and incorporate by reference all previous paragraphs.

30. Wage Order 4, § 12 and California Labor Code §§ 226.7 and 516 establish the right of employees to be provided with a duty-free rest period of at least ten (10) minutes for each four (4) hour period worked or major fraction thereof.

31. Due to their unlawful rest period policies and/or practices, Defendants did not authorize and permit Plaintiff to take all duty-free rest periods to which she was legally entitled. Despite Defendants' violations, Defendants have not paid an additional hour of pay to Plaintiff at her respective regular rate of pay for each violation in accordance with California Labor Code § 226.7.

32. The foregoing violations create an entitlement to recovery by Plaintiff in a civil action for the unpaid amount of rest period premiums owing, including interest thereon, statutory penalties, and costs of suit pursuant to Wage Order 4, California Labor Code §§ 226.7 and 516,

1 and Civil Code §§ 3287(b) and 3289.

2 **FIFTH CAUSE OF ACTION**

3 **WAITING TIME PENALTIES**

4 **(AGAINST ALL DEFENDANTS)**

5 33. Plaintiff re-alleges and incorporate by reference all previous paragraphs.

6 34. This cause of action is brought pursuant to Labor Code §§ 201-203, which require
7 an employer to pay all wages immediately at the time of termination of employment in the event
8 the employer discharges the employee or the employee provides at least 72 hours of notice of
9 his/her intent to quit. In the event the employee provides less than 72 hours of notice of his/her
10 intent to quit, said employee's wages become due and payable not later than 72 hours upon said
11 employee's last date of employment.

12 35. Defendants failed to timely pay Plaintiff all of her final wages at the time of
13 termination, which include all minimum and overtime wages, and meal and rest period premium
14 wages. Defendants' failure to pay all final wages was willful within the meaning of Labor Code
15 § 203.

16 36. Defendants' willful failure to timely pay Plaintiff her earned wages upon
17 separation from employment results in a continued payment of wages up to thirty (30) days from
18 the time the wages were due. Therefore, Plaintiff is entitled to compensation pursuant to Labor
19 Code § 203, plus reasonable attorneys' fees and costs of suit.

20 **SIXTH CAUSE OF ACTION**

21 **WAGE STATEMENT VIOLATIONS**

22 **(AGAINST ALL DEFENDANTS)**

23 37. Plaintiff re-alleges and incorporate by reference all previous paragraphs.

24 38. Plaintiff is informed and believes, and based thereon alleges, that Defendants
25 knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff
26 with complete and accurate wage statements reflecting meal period premiums and rest period
27 premiums, as well as the proper legal name of the employer entity in violation of Labor Code §
28 226 *et seq.*

1 39. Defendants' failures in furnishing Plaintiff with complete and accurate itemized
2 wage statements resulted in actual injury, as said failures led to, among other things, the non-
3 payment of all overtime, meal and rest period premium wages, and deprived them of the
4 information necessary to identify the discrepancies in Defendants' reported data.

5 40. Defendants' failures create an entitlement to recovery by Plaintiff in a civil action
6 for all damages and/or penalties pursuant to Labor Code § 226 *et seq.*, including statutory
7 penalties, civil penalties, reasonable attorneys' fees, and costs of suit according to California
8 Labor Code § 226 *et seq.*

9 **SEVENTH CAUSE OF ACTION**

10 **UNFAIR COMPETITION**

11 **(AGAINST ALL DEFENDANTS)**

12 41. Plaintiff re-alleges and incorporate by reference all previous paragraphs.

13 42. Defendants have engaged and continue to engage in unfair and/or unlawful
14 business practices in California in violation of California Business and Professions Code § 17200
15 *et seq.*, by failing to pay all minimum and overtime wages, provide all required meal periods and
16 authorize and permit all rest periods, or pay premium payments in lieu thereof.

17 43. Defendants' utilization of these unfair and/or unlawful business practices deprived
18 Plaintiff of compensation to which she is legally entitled, constitutes unfair and/or unlawful
19 competition, and provides an unfair advantage over Defendants' competitors who have been
20 and/or are currently employing workers and attempting to do so in honest compliance with
21 applicable wage and hour laws.

22 44. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged
23 herein, Plaintiff seeks full restitution of monies, as necessary and according to proof, to restore
24 any and all monies withheld, acquired and/or converted by Defendants pursuant to Business and
25 Professions Code §§ 17203 and 17208.

26 45. The acts complained of herein occurred within the last four years immediately
27 preceding the filing of the Complaint in this action.

28 46. Plaintiff is compelled to retain the services of counsel to file this court action to

1 protect her interests to obtain restitution and injunctive relief on behalf of Defendants' current
2 non-exempt employees, and to enforce important rights affecting the public interest. Plaintiff has
3 thereby incurred the financial burden of attorneys' fees and costs, which they are entitled to
4 recover under Code of Civil Procedure § 1021.5.

5 **EIGHTH CAUSE OF ACTION**

6 **FAILURE TO REIMBURSE BUSINESS EXPENSES**

7 **(AGAINST ALL DEFENDANTS)**

8 47. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

9 48. At all relevant times herein, Defendants were subject to Labor Code § 2802, which
10 states that "an employer shall indemnify his or her employees for all necessary expenditures or
11 losses incurred by the employee in direct consequence of the discharge of his or her duties, or of
12 his or her obedience to the directions of the employer..."

13 49. Due to Defendants' unlawful policy and practice of requiring employees to use
14 their cellular phones in the performance of their job duties, Defendants have violated Labor Code
15 § 2802.

16 50. Plaintiff is entitled to attorneys' fees and costs of suit pursuant to Labor Code §
17 2802(c) for bringing this action.

18 51. Pursuant to Labor Code §2802(b), any action brought for the reimbursement of
19 necessary expenditures carries interest at the same rate as judgments in civil actions. Thus,
20 Plaintiff is entitled to interest, which shall accrue from the date on which she incurred the initial
21 necessary expenditure.

22 **NINETH CAUSE OF ACTION**

23 **PRIVATE ATTORNEYS GENERAL ACT**

24 **(AGAINST ALL DEFENDANTS)**

25 52. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

26 53. Defendants have committed several Labor Code violations against Plaintiff and
27 other aggrieved employees. Plaintiff, an "aggrieved employee" within the meaning of Labor Code
28

1 § 2698 *et seq.*, acting on behalf of herself and other aggrieved employees, brings this
2 representative action against Defendants to recover the civil penalties due to Plaintiff, other
3 aggrieved employees, and the State of California according to proof pursuant to Labor Code §
4 558 and § 2699 (a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for
5 each failure to pay each employee and \$200 for each subsequent violation or willful or intentional
6 violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the
7 amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent
8 violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial
9 violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per
10 employee per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent
11 violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for
12 each initial violation and \$200 for each subsequent violation per employee per pay period for
13 those violations of the Labor Code for which no civil penalty is specifically provided, based on
14 the following Labor Code:

- 15
16 a. Failing to pay minimum wages for all hours worked to Plaintiff and other
17 aggrieved employees in violation of Labor Code §§ 558, 1182.12, 1194,
18 1194.2, 1197, and 1198;
- 19 b. Failing to pay Plaintiff and other aggrieved employees all earned overtime
20 compensation in violation of Labor Code §§ 204, 510, 558, 1194, and 1198;
- 21 c. Failing to provide all legally required meal periods, and failure to pay meal
22 period premium wages, to Plaintiff and other aggrieved employees at the
23 regular rate of compensation in violation of Labor Code §§ 226.7, 512, 558,
24 and 1198;
- 25 d. Failing to authorize and permit all legally required rest periods, and failure to
26 pay rest period premium wages, to Plaintiff and other aggrieved employees at
27 the regular rate of compensation in violation of Labor Code §§ 226.7, 516,
28 558, and 1198;

- e. Failing to furnish Plaintiff and other aggrieved employees with complete, accurate, itemized wage statements in violation of Labor Code § 226;
- f. Failing to reimburse Plaintiff and other aggrieved employees for all necessary work expenses incurred in violation of Labor Code §§ 2802 and 2804;
- g. Failing to timely pay all final wages and compensation earned by Plaintiff and other aggrieved employees at the time of separation in violation of Labor Code §§ 201, 202, and 203;
- h. Failing to pay Plaintiff and other non-exempt employees all earned wages at least twice during each calendar month in violation of Labor Code § 204; and
- i. Failing to maintain accurate records on behalf of Plaintiff and other aggrieved employees in violation of Labor Code § 1174.

54. On July 14, 2021, Plaintiff notified Defendants via certified mail, and notified the California Labor and Workforce Development Agency (“LWDA”) via its website, of Defendants’ violations of the California Labor Code and Plaintiff’s intent to bring a claim for civil penalties under California Labor Code § 2698 et seq. with respect to violations of the California Labor Code identified in Paragraph 53 (a)-(i). Now that sixty-five days have passed from Plaintiff’s notifying Defendants and the LWDA of these violations, and the LWDA has not provided notice that it intends to investigate the violations, Plaintiff has exhausted her administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations.

55. Plaintiff was compelled to retain the services of counsel to file this court action to protect her interests and the interests of other similarly aggrieved employees, and to assess and collect the civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys’ fees and costs, which she is entitled to receive under California Labor Code § 2699(g).

PRAYER

WHEREFORE, Plaintiff prays for judgment against Defendants, as follows:

1. Upon the First Cause of Action, for payment of minimum wages, liquidated damages, and penalties according to proof pursuant to Labor Code §§ 1182.12, 1194, 1194.2, and

1 1197;

2 2. Upon the Second Cause of Action, for compensatory, consequential, general, and
3 special damages according to proof pursuant to Labor Code §§ 204, 510, 558, 1194, and 1198;

4 3. Upon the Third Cause of Action, for compensatory, consequential, general and
5 special damages according to proof pursuant to Labor Code §§ 226.7, 512, and 558;

6 4. Upon the Fourth Cause of Action, for compensatory, consequential, general, and
7 special damages according to proof pursuant to Labor Code §§ 226., 516, and 558;

8 5. Upon the Fifth Cause of Action, for statutory waiting time penalties pursuant to
9 Labor Code §§ 201-203;

10 6. Upon the Sixth Cause of Action, for statutory penalties pursuant to Labor Code §
11 226;

12 7. Upon the Seventh Cause of Action, for restitution to Plaintiff of all money and/or
13 property unlawfully acquired by Defendants by means of any acts or practices declared by this
14 Court to be in violation of Business and Professions Code § 17200 *et seq.*;

15 8. Upon the Eighth Cause of Action, for compensatory, consequential, general, and
16 special damages according to proof pursuant to Labor Code § 2802;

17 9. Upon the Ninth Cause of Action, (1) \$100.00 for each initial violation for each
18 failure to pay each employee and \$200 for each subsequent violation or willful or intentional
19 violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the
20 amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent
21 violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial
22 violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per
23 employee per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent
24 violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for
25 each initial violation and \$200 for each subsequent violation per employee per pay period for the
26 violations of the Labor Code Sections cited in Labor Code § 2699.5.;

27 10. Prejudgment interest on all due and unpaid wages pursuant to California Labor
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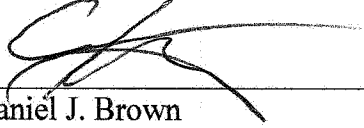
1 Code § 218.6 and Civil Code §§ 3287 and 3289;

2 11. On all causes of action, for attorneys' fees and costs as provided by Labor Code
3 §226, and Code of Civil Procedure § 1021.5; and

4 12. For such other and further relief the Court may deem just and proper.
5

6 Dated: September 29, 2021

Respectfully submitted,
STANSBURY BROWN LAW

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8 By: 

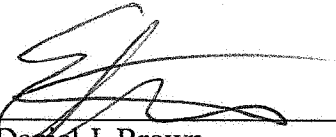
9 Daniel J. Brown
10 Ethan C. Surls
Attorneys for Plaintiff

11 **DEMAND FOR JURY TRIAL**

12 Plaintiff hereby demands a jury trial with respect to all issues triable by jury.
13

14 Dated: September 29, 2021

Respectfully submitted,
STANSBURY BROWN LAW

15
16 By: 

17 Daniel J. Brown
18 Ethan C. Surls
Attorneys for Plaintiff
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PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to the within action; my business address is 2610 ½ Abbot Kinney Blvd. Venice, CA 90212

On September 29, 2021 I served the document listed below on the parties in this action as follows:

- FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT

- ☐ (BY MAIL) I placed such envelope on the above date, with postage fully prepaid, for deposit in the U.S. Postal Service at my place of business at Venice, California, following the ordinary business practices of my place of business. I am readily familiar with the business practice at my place of business for collection and processing of correspondence for mail with the U.S. Postal Service. Under that practice, such correspondence is deposited with the U.S. Postal Service the same day it is collected and processed in the ordinary course of business.
- ☐ (BY HAND DELIVERY) I delivered to an authorized courier or driver authorized by _____ to receive documents to be delivered on the same date.
- ☐ (BY FEDERAL EXPRESS) I am readily familiar with the practice of collection and processing of correspondence for overnight delivery and know that the document(s) described herein will be deposited in a box or other facility regularly maintained by Federal Express for overnight delivery.
- X (BY EMAIL) In accordance with California Code of Civil Procedure section 1010.6 in compliance with the Judicial Council's Appendix I, Emergency Rules Related to Covid-19, Emergency Rule 12, I caused to be transmitted the document(s) described herein via the email address(s) listed on the attached service list.
- X (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on September 29, 2021 at Redondo Beach, California.



Ethan C. Surls

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SERVICE LIST

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Anaheim, CA 92809
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Inc.