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

KAITLYNN MASTERS,

Plaintiff,

vs.

MY PET MOBILE VET INC. dba GREEN  
 DOG DENTAL & WELLNESS; RENE  
 GARCIA; and DOES 1 to 25, inclusive,

Defendants.

) CASE NO.: 22STCV00032

) **COMPLAINT FOR DAMAGES FOR:**

- 1) **FAILURE TO COMPENSATE FOR ALL HOURS WORKED;**
- 2) **FAILURE TO PAY MINIMUM WAGES;**
- 3) **FAILURE TO PAY OVERTIME;**
- 4) **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS;**
- 5) **FAILURE TO PAY WAGES WHEN EMPLOYMENT ENDS;**
- 6) **FAILURE TO PAY WAGES OWED EVERY PAY PERIOD;**
- 7) **VIOLATION OF LABOR CODE SECTION 558;**
- 8) **FAILURE TO MAINTAIN ACCURATE RECORDS;**
- 9) **FAILURE TO GIVE REST BREAKS;**
- 10) **FAILURE TO GIVE MEAL BREAKS**
- 11) **PRIVATE ATTORNEYS GENERAL ACT ("PAGA");**
- 12) **FAILURE TO REIMBURSE FOR BUSINESS EXPENSES;**
- 13) **FAILURE TO PROVIDE PERSONNEL FILE**
- 14) **FAILURE TO PROVIDE PAY RECORDS;**
- 15) **SEXUAL HARASSMENT IN VIOLATION OF FAIR EMPLOYMENT AND HOUSING**

**ACT (“FEHA”);**

**16) FAILURE TO PREVENT HARASSMENT IN VIOLATION OF FEHA;**

**17) VIOLATION OF CALIFORNIA BUSINESS AND PROFESSIONS CODE SECTION 17200.**

**DEMAND FOR JURY TRIAL**

COMES NOW Plaintiff, KAITLYNN MASTERS (hereinafter “Plaintiff”), and alleges as follows:

## PARTIES, JURISDICTION, VENUE

1. Jurisdiction and Venue are proper in this Court and this action is properly filed in the County of Los Angeles in this judicial district because Defendants MY PET MOBILE VET INC. dba GREEN DOG DENTAL & WELLNESS; RENE GARCIA and DOES 1 to 25, inclusive, do business in the County of Los Angeles and because Defendants' obligations and liabilities arise therein, and because the work that was performed by Plaintiff in the County of Los Angeles is the subject of this action. Moreover, Plaintiff's damages sought herein exceed \$25,000.

2. Plaintiff is a female resident of the County of Los Angeles, State of California.

3. Plaintiff is informed and believes that at all times herein mentioned, Defendant MY PET MOBILE VET, INC. dba GREEN DOG DENTAL & WELLNESS is and was a Nevada corporation, doing business in Los Angeles County, California at various locations including Sherman Oaks, Santa Monica, and West Hollywood, and which employed Plaintiff.

4. Plaintiff is informed and believes that at all times herein mentioned, Defendant RENE

1 GARCIA, who is a Veterinarian (also referred to as Dr. Garcia hereinafter) is and was a male  
2 resident of the County of Los Angeles, State of California, and the owner, principal, director,  
3 and/or managing agent of MY PET MOBILE VET INC. dba GREEN DOG DENTAL &  
4 WELLNESS. Defendant RENE GARCIA (hereinafter “Rene Garcia” or “Garcia”) is being  
5 included in this lawsuit pursuant to Labor Code Section 558.1 in that he was involved in the  
6 day-to-day operations of the business and controlled the wages, hours, and/or working  
7 conditions of Plaintiff and other similarly situated hourly, non-exempt employees. MY PET  
8 MOBILE VET INC. dba GREEN DOG DENTAL & WELLNESS and RENE GARCIA are  
9 collectively referred to as “Defendant(s)” or “GREEN DOG”.

11 5. Plaintiff is ignorant of the true names and capacities, whether individual, corporate, or  
12 associate of those defendants fictitiously sued as DOES 1 to 25, inclusive, and so Plaintiff sues  
13 them by these fictitious names. Plaintiff is informed and believes that each of the DOE  
14 defendants, numbers 1 to 25, reside in the State of California and are in some manner  
15 responsible for the conduct alleged herein. Upon discovering the true names and capacities of  
16 these fictitiously named defendants, Plaintiff will amend this complaint to show the true names  
17 and capacities of these fictitiously named defendants.

19 6. Unless otherwise alleged in this complaint, Plaintiff is informed, and on the basis of  
20 that information and belief, alleges that at all times herein mentioned, each of the remaining  
21 codefendants, in doing the things hereinafter alleged, were acting within the course, scope, and  
22 under the authority of their agency, employment, or representative capacity, with the consent  
23 of his/her codefendants.

### 25 **GENERAL ALLEGATIONS**

26 7. Plaintiff started working for GREEN DOG approximately 8 years ago as a Dental  
27 Technician.

1 8. Plaintiff was recently (mid-2020) paid an hourly rate, however, that was not always the  
2 case during her employment tenure. Plaintiff stopped providing services for GREEN DOG in or  
3 around July 2021.

4 9. Prior to being paid hourly, Plaintiff was paid approximately \$35.00 per dog as a piece-  
5 rate type compensation. It is Plaintiff's position that Plaintiff has been misclassified as an  
6 independent contractor throughout her entire employment tenure at GREEN DOG.

7 10. GREEN DOG has committed numerous labor code violations against Plaintiff and other  
8 similarly situated aggrieved employees.

9 11. GREEN DOG violated Labor Code section 226.8. Pursuant to Labor Code section  
10 226.8(a)(1), it is unlawful for any person or employer to willfully misclassify an individual as  
11 an independent contractor. "Willful misclassification means avoiding employee status for an  
12 individual by voluntarily and knowingly misclassifying that individual as an independent  
13 contractor." Cal. Lab. Code Section 226.8(i)(4). If a person or employer has willfully  
14 misclassified an individual as an independent contractor, the person or employer shall be subject  
15 to a civil penalty of not less than five thousand dollars (\$5,000) and not more than fifteen  
16 thousand dollars (\$15,000) for each violation, in addition to any other penalties or fines permitted  
17 by law. Cal. Lab. Code Section 226.8(b). If the person or employer has engaged in or is engaging  
18 in a pattern or practice of willfully misclassifying individuals as independent contractors, the  
19 person or employer shall be subject to a civil penalty of not less than ten thousand dollars  
20 (\$10,000) and not more than twenty-five thousand dollars (\$25,000) for each violation, in  
21 addition to any other penalties or fines permitted by law. Cal. Lab. Code Section 226.8(c).

22 12. In a very important decision, Dynamex Operations v. Superior Court (2018) 4 Cal. 5th  
23 903, the Supreme Court developed the "ABC TEST" to determine whether an independent  
24 contractor is an employee. Under the ABC TEST, a worker will be deemed to have been  
25 "suffered or permitted to work," and thus, an employee for wage order purposes, unless the  
26 putative employer proves:

27 (A) that the worker is free from the control and direction of the hiring entity in connection with  
28 the performance of the work, both under the contract for the performance of the work and in fact;

1 (B) that the worker performs work that is outside the usual course of the hiring entity's business;  
2 and

3 (C) that the worker is customarily engaged in an independently established trade, occupation, or  
4 business of the same nature as the work performed.

5 Note that each of these requirements need to be met in order for the presumption that a worker  
6 is an employee to be rebutted, and for a court to recognize that a worker has been properly  
7 classified as an independent contractor.

8 13. Here, it is unequivocally clear that GREEN DOG would not be able to get past the second  
9 part of the test since Plaintiff and others, who were employed as technicians, were unequivocally  
10 doing work related to GREEN DOG's core business of being a dental practice for dogs. As such,  
11 GREEN DOG willfully misclassified Plaintiff and other aggrieved employees as independent  
12 contractors. Moreover, there was plenty of control by GREEN DOG as it related to Plaintiff's  
13 and other aggrieved employees' schedules and working conditions in terms of scheduling and  
14 work duties. Moreover, the tools and instrumentalities used to do the dental work was provided  
15 by GREEN DOG.

16 14. GREEN DOG did not provide Plaintiff and other similarly situated aggrieved employees  
17 with the minimum wages to which they were entitled for all work performed and did not  
18 compensate her and others for all hours worked pursuant to California Labor Code sections 1194,  
19 1197 and 1197.1. This is so because Plaintiff and others would not receive hourly pay and were  
20 paid per dog. In addition, and with the advent of a time-keeping system only recently, Plaintiff  
21 and others consistently worked "off the clock" and were not compensated for this time, including  
22 being approached by owner Dr. Garcia and being asked work-related questions AFTER she had  
23 already clocked out. Moreover, the company had a policy of rounding down hours to the  
24 detriment of employees who would not be paid for all hours worked. Moreover, Plaintiff would  
25 have to work from home in drafting training manuals and was not paid for this time. In addition,  
26 Plaintiff was forced to come in for meetings "off the clock" and would be forced to come in on  
27 her days off without being paid at all. Additionally, and to the extent that Plaintiff worked  
28 through her meal breaks while "clocked out", she was not paid the minimum wage for all hours

1 worked. Consequently, Plaintiff was not being paid for all hours worked and was not being paid  
2 the minimum wage for all hours worked.

3 15. Due to the above , including the “off the clock” work, GREEN DOG also violated Labor  
4 Code §510 because it failed to pay Plaintiff and other similarly situated aggrieved employees  
5 overtime, even though they worked more than 8 hours per day, 12 hours per day, and/or 40 hours  
6 per week throughout their employment. This is so because GREEN DOG misclassified Plaintiff  
7 and others as independent contractors at a certain point during their employment tenure when  
8 they should have been classified as hourly, non-exempt employees who would be entitled to  
9 overtime compensation. After switching Plaintiff and others over to hourly employees, the  
10 company still not compensate Plaintiff and others for overtime hours worked. As mentioned  
11 above, Plaintiff and other similarly situated aggrieved employees worked more than 8 hours per  
12 day, 12 hours per day, and/or 40 hours per week, however, they were not compensated for their  
13 overtime hours. Overtime compensation did not exist since Plaintiff and the others were not even  
14 paid on an hourly basis for a large majority of their employment tenure (paid per dog irrespective  
15 of the number of hours worked) and even when they were paid on an hourly basis, overtime  
16 compensation was not enforced.

17 16. GREEN DOG violated Labor Code §§ 512 and 226.7 along with the applicable Industrial  
18 Welfare Commission Wage Order (no. 4 or 5) because it failed to provide Plaintiff and other  
19 similarly situated aggrieved employees the requisite 30-minute, uninterrupted meal periods for  
20 every five (5) hours of work throughout their employment, and Plaintiff did not validly waive  
21 said meal periods. GREEN DOG did not completely relieve Plaintiff of all duties during said  
22 meal periods. GREEN DOG did not pay to Plaintiff one additional hour of pay at Plaintiff’s  
23 regular rate of compensation for each workday that one or more statutory meal periods was not  
24 provided. Due to the misclassification and due to company policy, it was not part of the company  
25 culture for employees such as Plaintiff and others to take any breaks at all, much less timely,  
26 uninterrupted meal breaks before the 5<sup>th</sup> hour worked. As such, the culture at GREEN DOG in  
27 continuously engaging in gardening work did not lend itself to the employees receiving statutory  
28 breaks wherein they were relieved of all work duties. It was the normal practice and custom of

1 GREEN DOG not to authorize, permit, and enforce statutory meal periods, especially due to the  
2  
3 fact that Plaintiff and others were misclassified as independent contractors, who are not  
4 necessarily entitled to meal breaks as a matter of law. In addition, there were too many dogs  
5 coming in at a very high rate and, as such, Plaintiff and others simply did not have the opportunity  
6 get timely meal breaks before the 5<sup>th</sup> hour or even take breaks at all. Moreover, even if Plaintiff  
7 was able to get a lunch, it would often be interrupted since she would have to go in and monitor  
8 someone in training or help hold down a dog or have to chat with Dr. Garcia. As such, the  
9 environment and culture at GREEN DOG, along with the misclassification of employees as  
10 independent contractors was not conducive to receiving statutory meal breaks under California  
11 law.

12 17. Similarly, GREEN DOG violated Labor Code § 226.7 along with the applicable  
13 Industrial Welfare Commission Wage Order (no. 4 or 5) because it failed to provide Plaintiff and  
14 other similarly situated aggrieved employees 10-minute rest periods for every four hours of  
15 work, or majority portion thereof, throughout their employment. GREEN DOG did not  
16 completely relieve Plaintiff of all duty during said rest periods. GREEN DOG did not pay to  
17 Plaintiff one additional hour of pay at Plaintiff's regular rate of compensation for each workday  
18 that one or more statutory rest periods was not provided. Like the situation involving meal breaks  
19 and due to issues surrounding misclassification of workers as independent contractors, it was not  
20 company policy and not part of the company culture for employees such as Plaintiff and others  
21 to take rest breaks. As such, the culture at GREEN DOG did not lend itself to the employees  
22 receiving statutory breaks wherein they were relieved of all work duties. It was the normal  
23 practice and custom of GREEN DOG not to authorize, permit, and enforce statutory rest periods.  
24 As such, the environment and culture at GREEN DOG was not conducive to receiving statutory  
25 rest breaks under California law, especially due to the workload and the number of dogs coming  
26 in for cleanings and dental work.

27 18. Furthermore, during the relevant time period, and due to the violations as alleged above,  
28 GREEN DOG failed to pay Plaintiff and other similarly situated aggrieved employees all wages

1 due to them within any time period specified by California Labor Code section 204. GREEN  
2 DOG was also in violation of California Labor Code section 226(a) by failing to include pertinent  
3 information on the wage statements, including but not limited to, all hours worked, all hourly  
4 rates in effect, overtime hours worked, gross wages earned, premium pay for missed meal and  
5 rest breaks, all deductions, net wages earned, gross wages earned, all deductions, the correct  
6 name and address of the employing entity (including MY PET MOBILE VET, INC.), the start  
7 and end of the pay period, and reimbursement for business expenses, among others. In fact, due  
8 to Plaintiff and others being misclassified as independent contractors, GREEN DOG did not  
9 provide Plaintiff and other aggrieved employee with any paystubs at all. As such, GREEN DOG  
10 did not provide Plaintiff and other similarly situated aggrieved employees with complete,  
11 accurate itemized wage statements during the PAGA period.

12 19. GREEN DOG violated Labor Code § 203 because it willfully failed to pay Plaintiff and  
13 other similarly situated aggrieved employees their earned and due wages upon separation of  
14 employment, either immediately upon involuntary termination, or within 72 hours of resignation.  
15 These earned but unpaid wages include compensation for all hours worked, overtime  
16 compensation, premium pay for missed meal and rest breaks, and business expense  
17 reimbursement, among others.

18 20. During the relevant time period, GREEN DOG also failed to keep accurate and complete  
19 payroll records showing the hours worked by Plaintiff and other similarly situated aggrieved  
20 employees as well as the correct wages paid to Plaintiff and other aggrieved employees pursuant  
21 to California Labor Code sections 1174(d).

22 21. Moreover, Plaintiff and other aggrieved employees incurred necessary, business-related  
23 expenses and costs that were not reimbursed by GREEN DOG. These costs include, but are not  
24 limited to, use of personal cell phones for work purposes, including using the application on their  
25 phone to clock and out (“WhenIWork” application). Accordingly, GREEN DOG was in violation  
26 of California Labor Code sections 2800 and 2802.

27 22. Moreover, GREEN DOG failed to provide sick pay pursuant to Labor Code section 246  
28

1 and also failed to provide Worker's Compensation coverage for Plaintiff and other aggrieved  
2 employees in violation of Labor Code Section 3700.5.

3 23. During her employment tenure at GREEN DOG, Plaintiff experienced sexual harassment  
4 at the workplace, especially at the hands of Defendant Rene Garcia.

5 24. Defendant Rene Garcia would approach Plaintiff at office parties and put his hands on  
6 Plaintiff's leg while making comments about Plaintiff's body and touching Plaintiff's hair. In  
7 fact, Defendant Rene Garcia made it a habit to inappropriately touch Plaintiff at the workplace  
8 and during work hours. Defendant Garcia would quite literally run his fingers through Plaintiff's  
9 ponytail. On one occasion, Plaintiff was in the break room, and she had just gotten her haircut  
10 and had her hair in a ponytail. Defendant Garcia came up from behind Plaintiff, grabbed her  
11 ponytail and ran his fingers through it while telling Plaintiff that he loved her natural hair color.  
12 Furthermore, Defendant Garcia would also act inappropriately with other women at the  
13 workplace, including his mistress at work. Furthermore, Defendant Garcia would always rub  
14 Plaintiff's shoulders or touch her thigh, which became the normal practice on how Defendant  
15 Garcia interacted with Plaintiff.

16 25. On one specific occasion, Defendant Rene Garcia told Plaintiff that one stipulation to her  
17 coming back to work after Plaintiff had left GREEN DOG for a year was that Plaintiff could not  
18 be with her husband.

19 26. Throughout Plaintiff's employment tenure, Defendant Rene Garcia would consistently  
20 ask about Plaintiff's sex life, which made Plaintiff feel extremely uncomfortable. Defendant  
21 Garcia would also make comments about Plaintiff's personal relationships. For instance,  
22 Defendant Garcia advised Plaintiff not to date her current boyfriend, "Cody". It was clear that  
23 Defendant Garcia enjoyed having women employees around him. In fact, he had not hired a male  
24 employee in years until he finally hired one – his cousin.

25 27. There was also other sexual harassment incidents at the office, involving co-workers. For  
26 instance, there was an incident where "Nick" rated all the women employees in the office based  
27 on their attractiveness and sex appeal in front of Plaintiff. Plaintiff was very uncomfortable with  
28

1 this and reported it to her manager, “Rhett”, whose response was “boys will be boys”.

2 28. On December 30, 2021, Plaintiff filed a complaint with the Department of Fair  
3 Employment and Housing (“DFEH”), alleging claims in this complaint. The DFEH immediately  
4 issued to Plaintiff a right to sue letter.

5 **FIRST CAUSE OF ACTION**

6 **FAILURE TO COMPENSATE FOR ALL HOURS WORKED**

7 **(California Industrial Welfare Commission Order 4-2001/5-2001, California Code of**  
8 **Regulations Title 8 Section 11040/11050, and California Labor Code Section 1198)**  
9 **(Plaintiff against all named defendants and all DOE defendants)**

10 29. Plaintiff re-alleges and incorporates by reference each and every allegation in  
11 paragraphs 1 through 28, inclusive, of this Complaint as though fully set forth herein.

12 30. At all times relevant herein, Defendants were required to compensate its employees for  
13 all hours worked upon reporting for work at the appointed time stated by the employer  
14 pursuant to Industrial Welfare Commission Order 4-2001/5-2001, California Code of  
15 Regulations, Title 8, Section 11040/11050.

16 31. For the three (3) years preceding filing of this action, Defendants failed to compensate  
17 Plaintiff for all hours worked.

18 32. Under the aforementioned wage order and regulations, Plaintiff is to recover  
19 compensation for all hours worked but not paid by Defendants for the three (3) years  
20 preceding the filing of this Complaint.

21 33. As a proximate result of the aforementioned violations, Plaintiff has been damaged in  
22 an amount according to proof at time of trial, but in an amount in excess of the jurisdiction of  
23 this Court.

24 34. Defendants’ conduct described herein violates Labor Code Section 512, 558, 1194, and  
25 1198. Therefore, pursuant to Labor Code Sections 218.5, 512, 558, and 1194, Plaintiff is  
26 entitled to recover damages for the nonpayment of wages for all hours worked, penalties, plus  
27 reasonable attorney’s fees and costs of suit.  
28

1 35. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged  
2 along with any allowable interest, penalties, attorney's fees, and costs which will equal an  
3 amount known to Plaintiff once he has obtained all of her payroll records from  
4 Defendants.

5 **SECOND CAUSE OF ACTION**

6 **FAILURE TO PAY MINIMUM WAGES**

7 **(California Labor Code Sections 1194, 1194.2, 1197)**

8 **(Plaintiff against all named defendants and all DOE defendants)**

9 36. Plaintiff re-alleges and incorporates by reference each and every allegation in  
10 paragraphs 1 through 35, inclusive, of this Complaint as though fully set forth herein.

11 37. Pursuant to Labor Code Sections 1194, 1194.2 and 1197, it is unlawful for an employer  
12 to suffer or permit a California employee to work without paying wages at the minimum wage  
13 rate for all hours worked as required by the applicable Industrial Welfare Commission  
14 (hereinafter "IWC") Wage Order No. 4-2001/5-2001, codified at California Code of  
15 Regulations, Title 8, Section 11040/11050, subdivision 4.

16 38. Pursuant to IWC Wage Order no. 4-2001/5-2001, subdivision 2(K)/(H), at all relevant  
17 times, "hours worked" included "the time during which an employee is subject to the control of  
18 an employer, and includes all the time the employee is suffered or permitted to work, whether  
19 or not required to do so..."

20 39. During her employment, Plaintiff was regularly required as a matter of uniform  
21 policy and practice to work, and in fact worked, as an employee of Defendants and Plaintiff  
22 was paid less than the minimum wage rate by Defendants for hours worked in violation of  
23 California Labor Code Section 1197 and the applicable California Industrial Wage  
24 Commission wage order(s).

25 40. Plaintiff was, at all relevant times, under the control of Defendants and suffered or  
26 permitted to work by Defendants. Defendants' acts or omissions in failing to adequately  
27 compensate Plaintiff were not in good faith nor were there reasonable grounds for Defendants  
28

1 to believe that their acts or omissions were not contrary to California law.

2 41. For all hours worked by Plaintiff for which he was paid less than the minimum wage  
3 rate by Defendants, Plaintiff is entitled to not less than the applicable California minimum  
4 wage rate and, pursuant to Labor Code Section 1194.2(a), liquidated damages in an amount  
5 equal to unpaid minimum wages and interests thereon. Pursuant to Labor Code Section 1194,  
6 Plaintiff is also entitled to attorney's fees, costs and interests according to proof.

7 42. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged  
8 along with any allowable interest, penalties, attorney's fees, and costs according to proof at  
9 trial.

10  
11 **THIRD CAUSE OF ACTION**

12 **FAILURE TO PAY OVERTIME**

13 **(California Industrial Welfare Commission Order 4-2001/5-2001, California Code of**  
14 **Regulations Title 8 Section 11040/11050; California Labor Code Section 510)**  
15 **(Plaintiff against all named defendants and all DOE defendants)**

16 43. Plaintiff re-alleges and incorporates by reference each and every allegation in  
17 paragraphs 1 through 42, inclusive, of this Complaint as though fully set forth herein.

18 44. Pursuant to Industrial Welfare Commission Order No. 4-2001/5-2001, Cal. Code of  
19 Regs., Title 8, Section 11040/11050, for the period of Plaintiff's employment, Defendants were  
20 required to compensate Plaintiff for all overtime, which is calculated at one and one-half (1.5)  
21 times the regular rate of pay for hours worked in excess of eight (8) in a day or forty (40) hours  
22 in a week, and two (2) times the regular rate of pay for hours worked in excess of twelve (12)  
23 hours in a day or hours worked in excess of eight (8) on the seventh consecutive work day in a  
24 week.

25 45. Plaintiff was a non-exempt employee entitled to the protections of the California  
26 Industrial Welfare Commission Order No. 4-2001/5-2001, California Code of Regulations,  
27 Title 8, Section 11040/11050.  
28

1 46. Plaintiff worked more than eight (8) hours in a single workday, twelve (12) hours in a  
2 single workday or forty (40) hours in a single workweek on numerous occasions.

3 47. Plaintiff was entitled to the above overtime premiums.

4 48. Defendants did not pay Plaintiff premium wages of at least one and one-half times  
5 Plaintiff's regular rate of pay for hours worked past eight (8) in a day. Defendants did not pay  
6 Plaintiff premium wages of at least twice Plaintiff's regular rate of pay for hours worked past  
7 twelve (12) in a day.

8 49. Defendants did not pay Plaintiff premium wages of at least one and one-half times  
9 Plaintiff's regular rate of pay for hours worked past forty (40) in a week.

10 50. Plaintiff worked at least one pay period in which he was not properly paid overtime  
11 within the three (3) years prior to the initiation of this lawsuit.

12 51. Defendants know or should know the actual dates of overtime worked, the amount of  
13 overtime worked, and the amount of unpaid overtime due.

14 52. As a proximate result of Defendants' violations, Plaintiff has been damaged in an  
15 amount according to proof at time of trial, but in an amount in excess of the jurisdiction of this  
16 Court.

17 53. Pursuant to California Labor Code Sections 218.6, 510, 1194, and California Code of  
18 Regulations, Title 8, Sections 11040/11050, Plaintiff is entitled to recover damages for the  
19 nonpayment of overtime premiums for all overtime hours worked, penalties, interest, plus  
20 reasonable attorney's fees and costs of suit.

21 54. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged  
22 along with any allowable interest, penalties, attorney's fees, and costs according to proof at  
23 trial.

24 **FOURTH CAUSE OF ACTION**

25 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

26 **(California Labor Code Section 226)**

27 **(Plaintiff against all named defendants and all DOE defendants)**  
28

1 55. Plaintiff re-alleges and incorporates by reference each and every allegation in  
2 paragraphs 1 through 54, inclusive, of this Complaint as though fully set forth herein.

3 56. Pursuant to California Labor Code Section 226, every employer must furnish each  
4 employee an itemized statement of wages and deductions at the time of payment of wages.

5 57. Defendants knowingly and intentionally did not furnish Plaintiff with any pay stubs that  
6 accurately reflected all information required by Labor Code Section 226, including but not  
7 limited to, gross wages earned, including overtime, minimum wages, and premium pay for  
8 missed meal and rest breaks, net wages earned, total hours worked by the employee, and all  
9 deductions. Therefore, Defendants failed to maintain and provide accurate itemized wage  
10 statements to Plaintiff in accordance with California Labor Code Section 226(a).

11 58. Pursuant to California Labor Code Section 226(e), Plaintiff is entitled to recover the  
12 greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation  
13 occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay  
14 period, not exceeding an aggregate amount of four thousand dollars (\$4,000), plus costs and  
15 reasonable attorney's fees. Plaintiff only claims damages under this cause of action pursuant to  
16 the 3-year period immediately preceding the date t lawsuit was filed.

17 59. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff has  
18 sustained damages, including loss of earnings, in an amount to be established at trial. As a  
19 further direct and proximate result of Defendants' unlawful conduct, as set forth herein,  
20 Plaintiff is entitled to recover penalties, in an amount to be established at trial, as well as costs  
21 and attorney's fees pursuant to statute.

22 60. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged  
23 along with any allowable interest, penalties, attorney's fees, and costs according to proof at  
24 trial.

25 **FIFTH CAUSE OF ACTION**

26 **FAILURE TO PAY WAGES WHEN EMPLOYMENT ENDS**

27 **(California Labor Code Sections 201, 203)**

**(Plaintiff against all named defendants and all DOE defendants)**

61. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 60, inclusive, of this Complaint as though fully set forth herein.

62. Pursuant to California Labor Code Section 201(a), an employer who discharges an employee must immediately pay for all compensation due and owing.

63. Pursuant to California Labor Code Section 202, when an employee resigns, the employer must pay all compensation due and owing within 72 hours of resignation, or on the employee's last day of work, if the employee gives more than 72 hours notice of resignation.

64. Pursuant to California Labor Code Section 203, if an employer willfully fails to pay, without abatement or reduction, any wages of an employee whose employment ends, the wages of the employee shall continue as a penalty from the due date at the same rate until paid or until an action is commenced; however, the wages shall not continue for more than 30 days for failure to pay an employee owed wages.

65. After Plaintiff's employment with Defendants ended, Defendants willfully refused and continue to refuse to pay her unpaid wages as required by Labor Code Section 203.

66. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged along with any allowable interest, penalties, attorney's fees, and costs according to proof at trial. Moreover, Plaintiff prays for the above-mentioned money from 3 years immediately preceding the filing of this lawsuit.

67. Under this cause of action, Plaintiff also prays for attorney's fees and costs under California Labor Code Section 218.5 for time spent pursuing the non-payment of wages as set forth herein. Plaintiff also prays for interest under California Labor Code Section 218.6.

68. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged along with any allowable interest, penalties, attorney's fees, and costs according to proof at trial.

**SIXTH CAUSE OF ACTION**

**FAILURE TO PAY WAGES OWED EVERY PAY PERIOD**

**(California Labor Code Section 204)**

**(Plaintiff against all named defendants and all DOE defendants)**

69. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 68, inclusive, of this Complaint as though fully set forth herein.

70. California Labor Code Section 204 establishes the fundamental right of all employees in the State of California to be paid wages in a timely fashion for their work.

71. At all times relevant during the liability period, Defendants failed to pay Plaintiff the full amount of all owed wages when due as required by California Labor Code Section 204.

72. Defendants failed to pay Plaintiff all wages earned each pay period. Plaintiff is informed, believes, and thereon alleges, that all times relevant during the liability period, Defendants maintained a policy or practice of not paying Plaintiff wages for all hours worked, including overtime hours, the minimum wage, and premium pay for missed meal and rest breaks.

73. As a result of Defendants' unlawful conduct, Plaintiff has suffered damages in an amount, subject to proof, to the extent he was not paid all wages each pay period. The precise amount of unpaid wages is not presently known to Plaintiff but can be determined directly from Defendants' records or indirectly based on information from Defendants' records.

74. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged along with any allowable interest, penalties, attorney's fees, and costs according to proof at trial.

**SEVENTH CAUSE OF ACTION**

**VIOLATION OF LABOR CODE SECTION 558**

**(California Labor Code Section 558)**

**(Plaintiff against all named defendants and all DOE defendants)**

75. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 74, inclusive, of this Complaint as though fully set forth herein.

76. California Labor Code Section 558 states that any person acting on behalf of an

1 employer who violates, or causes to be violated, a section of this chapter or any provision  
2 regulating hours and days of work in any order of the Industrial Welfare Commission shall be  
3 subject to a civil penalty for any initial violation, fifty dollars (\$50) for each underpaid  
4 employee for each pay period for which the employee was underpaid in addition to an amount  
5 sufficient to recover underpaid wages. The civil penalty for each subsequent violation is one  
6 hundred dollars (\$100) for each underpaid employee for each pay period for which the  
7 employee was underpaid in addition to an amount sufficient to recover underpaid wages.  
8 Plaintiff claims penalties for five (5) years immediately preceding the date this lawsuit was  
9 filed.

10 77. Plaintiff hereby alleges that named Defendants violated Labor Code Section 558. Thus,  
11 Defendants are subject to civil penalties under the following laws:

- 12 a. California Labor Code Section 558. Defendants failed to pay Plaintiff regular  
13 wages, including minimum wages, and overtime wages for overtime hours worked.  
14 Defendants also failed to Plaintiff premium pay for missed meal and rest breaks. As  
15 such, Defendants violated Section 558 under which penalties are due. Plaintiff  
16 therefore prays for penalties of \$50.00 for the first pay period and \$100.00 for each  
17 subsequent violation for each pay period for which Plaintiff was underpaid in  
18 addition to an amount sufficient to recover underpaid wages.  
19
- 20 b. California Labor Code Section 218.5 for recovery of costs and attorney's fees for  
21 relief associated with Plaintiff's prosecution of this cause of action under California  
22 Labor Code Sections 200, et seq. Defendants knowingly violated labor laws by not  
23 paying Plaintiff for her overtime hours worked and for all hours worked (including  
24 the minimum wage).  
25
- 26 c. California Labor Code Section 211 and 218.5 for recovery of costs and attorney's  
27 fees for relief associated with Plaintiff's prosecution of this cause of action under  
28

California Labor Code Sections 200, et seq.

78. Under this cause of action, Plaintiff prays for all penalties and pay otherwise due under the statutes, regulations, and wage orders alleged in this cause of action along with any allowable interest, penalties, attorney's fees, and costs according to proof at trial.

79. Plaintiff also prays for Labor Code Section 211 and 218.5 recovery of costs and attorney's fees for the time Plaintiff's attorney spent prosecuting this cause of action.

**EIGHTH CAUSE OF ACTION**

**FAILURE TO MAINTAIN ACCURATE RECORDS**

**(California Labor Code Section 1174(d))**

**(Plaintiff against all named defendants and all DOE defendants)**

80. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 79, inclusive, of this Complaint as though fully set forth herein.

81. Labor Code section 1174(d) requires that employers, including Defendants, maintain accurate records showing the hours worked daily by its employees and to whom wages were paid.

82. Additionally, the "Records" section of the applicable IWC Wage Order obligates the employer, including Defendants, to keep accurate information with respect to each one of their employees including, but not limited to, the total wages paid each payroll period, and time records showing when the employee begins and ends each work period, meal periods, split shift intervals; the total daily hours worked; the total hours worked in the payroll period, and the applicable rates of pay.

83. Pursuant to Labor Code section 1174.5, any person employing labor who willfully fails to maintain accurate and complete records required by Labor Code section 1174(d) is subject to a penalty. On information and belief, Defendants intentionally failed to maintain accurate records of Plaintiff's total daily hours, the total hours worked in the payroll period, the applicable rates of pay, and total wages earned for the payroll period.

84. As a direct result of Defendants' violations alleged herein, Plaintiff has suffered and

continues to suffer substantial losses related to Defendants' failure to record and maintain records of meal and rest periods as well as time records.

85. Plaintiff seeks all available remedies for Defendants' violations including, but not limited penalties, and costs to the extent permitted by law and according to proof at trial.

### **NINTH CAUSE OF ACTION**

#### **FAILURE TO GIVE REST BREAKS**

**(Plaintiff against all named defendants and all DOE defendants)**

86. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 85, inclusive, of this Complaint as though fully set forth herein.

87. Plaintiff brings this cause of action under the following laws, for the following reasons:

- a. Title 8 of the California Code of Regulations Sections 11040/11050(12)(A), which provides that every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period.

The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof;

- b. Title 8 of the California Code of Regulations Sections 11040/11050(12)(B), which provides that if an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at employee's regular rate of compensation for each workday that the rest period is not provided;

- c. Title 8 of the California Code of Regulations sections 11040/11050(20)(A), which penalizes the employer \$50.00 for each initial violation, per employee, of any provision of the Wage Order, and \$100.00 for each additional violation thereafter per employee; and

1 d. California Labor Code section 226.7, which states that (a) no employer shall require  
2 any employee to work during any rest period mandated by an applicable order of  
3 the Industrial Welfare Commission, and (b) if an employer fails to provide an  
4 employee a rest period in accordance with an applicable order of the Industrial  
5 Welfare Commission, the employer shall pay the employee one (1) additional hour  
6 of pay at employee's regular rate of compensation for each work day that the rest  
7 period is not provided.  
8

9 88. Plaintiff alleges that he was not authorized and permitted to take a ten (10) minute rest  
10 break after every four (4) hours of work or major fraction thereof, as required by California  
11 law.

12 89. Under this cause of action, Plaintiff prays for wages due to her under the statutes,  
13 regulations, and wage orders alleged in this cause of action along with any allowable interest,  
14 penalties, attorney's fees and costs according to proof at trial. Specifically, Plaintiff prays for  
15 the foregoing moneys calculated from 3 years immediately preceding the filing of this lawsuit.  
16

17 90. Plaintiff also prays for Labor Code section 218.5 recovery of costs and attorney's  
18 fees as well as interest under Labor Code section 218.6.

19 91. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged  
20 along with any allowable interest, penalties, attorney's fees, and costs according to proof at  
21 trial.

22 **TENTH CAUSE OF ACTION**

23 **FAILURE TO GIVE MEAL BREAKS**

24 **(Plaintiff against all named defendants and all DOE defendants)**

25 92. Plaintiff re-alleges and incorporates by reference each and every allegation in  
26 paragraphs 1 through 91, inclusive, of this Complaint as though fully set forth herein.

27 93. Plaintiff brings this cause of action under the following laws, for the following reasons:  
28

- 1 a. California Labor Code section 512(a), which requires that employees be given a 30-  
2 minute uninterrupted meal break after five (5) hours of work, and a second  
3 uninterrupted meal break after ten (10) hours of work;
- 4 b. California Labor Code section 226.7, which states that (a) no employer shall require  
5 any employee to work during any meal period mandated by an applicable order of  
6 the Industrial Welfare Commission, and (b) if any employer fails to provide an  
7 employee a meal period in accordance with an applicable order of the Industrial  
8 Welfare Commission, the employer shall pay the employee one (1) additional hour  
9 of pay at the employee's regular rate of compensation for each workday that the  
10 meal period is not provided;
- 11 c. California Industrial Welfare Commission Order No. 4/5 section 11(B), as codified  
12 under Title 8 of the California Code of Regulations Section 11040/11050, which  
13 states that if an employer fails to provide an employee a meal period in accordance  
14 with the applicable provisions of the Wage Order, the employer shall pay the  
15 employee one (1) hour of pay at the employee's regular rate of compensation for  
16 each workday that the meal period is not provided;
- 17 d. California Industrial Welfare Commission Wage Order No. 4/5 Section 7(A)(3), as  
18 codified under Title 8 of the California Code of Regulations Section 11040/11050,  
19 which requires an employer to maintain records documenting its employees' meal  
20 periods;
- 21 e. California Industrial Welfare Commission wage order No. 4/5 Section 20(A), as  
22 codified under California Code of Regulations Section 11040/11050, which  
23 penalizes the employer \$50.00 for each initial violation, per employee, of any  
24 provision of the Wage Order, and \$100.00 for each additional violation thereafter  
25  
26  
27  
28

per employee; and

- f. California Labor Code section 1171 and 1173, which have given the California Labor Commission jurisdiction to enact Wage Orders (such as Wage Order no. 4 and 5) as enforceable law.

94. Plaintiff alleges that he was not authorized and permitted to take relieved meal breaks after five (5) hours of work. Plaintiff further alleges that he was not authorized and permitted to take a second relieved meal break after ten (10) hours of work, as required by California law. California Labor Code section 512(a) and California Industrial Welfare Commission Order No. 4/5, as codified under California Code of Regulations Sections 11040/11050 et. seq. requires that employees receive uninterrupted meal periods every five (5) hours of consecutive work, and that the meal period be at least 30 minutes in length, wherein employee is relieved of all work duty. California Labor Code section 226.7 provides that employers may not require their employees to work through their meal periods. California Labor Code section 226.7 and California Code of Regulations section 11040/11050 requires that if the employer fails to provide the employee with an uninterrupted meal period, the employer must pay the employee one (1) hour of pay for each work day that the meal period is not given.

95. Under this cause of action, Plaintiff prays for wages due to her under the statutes, regulations, and wage orders alleged in this cause of action along with any allowable interest, penalties, attorney's fees and costs according to proof at trial. Specifically, Plaintiff prays for the foregoing moneys calculated from 3 years immediately preceding the filing of this lawsuit.

96. Plaintiff also prays for Labor Code section 218.5 recovery of costs and attorney's fees as well as interest under Labor Code section 218.6.

97. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged along with any allowable interest, penalties, attorney's fees, and costs according to proof at trial.



1 the relevant PAGA period.

2 104. Based on the acts alleged above, Plaintiff, on behalf of herself and others, seeks  
3 penalties under California Labor Code sections 2698 and 2699 because of Defendants'  
4 violations of numerous provisions of the California Labor Code as alleged in this Complaint.

5 105. Plaintiff therefore has exhausted all administrative remedies required of her under  
6 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this  
7 cause of action and pursue penalties in a representative action for Defendants' violations of the  
8 Labor Code.

9 106. California Labor Code section 2699 et seq. imposes penalties upon culpable  
10 Defendants for violating the Labor Code.

11 107. California Labor Code section 558 establishes a civil penalty as follows: Any  
12 employer or other person action on behalf of an employer who violates, or causes to be  
13 violated, a section of this chapter or any provision regulating hours and days of work in any  
14 order of the Industrial Welfare Commission (including the "Hours and Days of Work" section  
15 of the Wage Order) shall be subject to a civil penalty of (1) for any initial violation, fifty  
16 dollars (\$50) for each underpaid employee for each pay period for which the employee was  
17 underpaid ...; (2) for each subsequent violation, one hundred dollars (\$100) for each underpaid  
18 employee for each pay period for which the employee was underpaid ...;

19 108. Plaintiff seeks penalties for Defendants' misconduct as alleged herein as permitted by  
20 law, but only those penalties that are required to be shared with the LWDA as Plaintiff is not  
21 seeking individual/victim specific relief or underpaid wages under this particular cause of  
22 action.

23 109. Specifically, Plaintiff seeks penalties under California Labor Code section 2699, for  
24 the following:

25 Violations of California Labor Code sections 201, 202, 203, 204 and/or 204b, 210,  
26 226, 226.3, 226.7, 226.8, 232, 246, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1198,  
27 2802, and 3700.5 via 2698 and 2699 any other Labor Codes and Wage Orders (including  
28

no. 4/5) violated on the facts alleged in this Complaint, including section 14b.

110. Pursuant to Labor Code section 2698 et seq., Plaintiff seeks to recover attorney's fees, costs, and civil penalties on behalf of Plaintiff and other current and former aggrieved employees as alleged herein in an amount to be shown according to proof at trial and within the jurisdictional limits of this Court.

## **TWELFTH CAUSE OF ACTION**

### **FAILURE TO REIMBURSE FOR BUSINESS EXPENSES**

**(Plaintiff against all Named Defendants and DOE Defendants, and each of them)**

111. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 110, inclusive, of this Complaint as thought fully set forth herein.

112. Labor Code section 2802 provides that "[a]n employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties."

113. Beginning at least 3 years prior to the filing of this complaint, in order to discharge their duties for Defendant, Plaintiff incurred reasonable and necessary expenses in the course of completing her job duties, which were not reimbursed by Defendant. These expenses include, but are not limited to, use of personal cell phones for work purposes, including using the application on their phone to clock and out ("WhenIWork" application).

114. Plaintiff is entitled to reimbursement for these necessary expenditures, plus interest and attorney's fees and costs, under Labor Code section 2802.

## **THIRTEENTH CAUSE OF ACTION**

### **FAILURE TO PROVIDE PERSONNEL FILE**

**(Plaintiff against all named defendants and all DOE defendants)**

115. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 114, inclusive, of this Complaint as though fully set forth herein.

1 116. Labor Code section 1198.5 dictates “every current and former employee, or his or her  
2 representative, has the right to inspect and receive a copy of the personnel records that the  
3 employer maintains relating to the employee’s performance or to any grievance concerning the  
4 employee.”

5 117. Moreover, pursuant to sub-part (b)(1) of Labor Code section 1198.5, “the employer  
6 shall make the contents of those personnel records available for inspection to the current or  
7 former employee, or his or her representative, at reasonable intervals and at reasonable  
8 times...” On information and belief, Defendants intentionally failed to provide Plaintiff with  
9 personnel records when requested by Plaintiff via certified letter September 21, 2021, as  
10 required by law. Plaintiff requested her pay records in accordance with California Labor Code  
11 section 226 on September 21, 2021 via U.S. certified mail, return receipt requested. .  
12

13 118. Defendants failed to provide Plaintiff with an opportunity to inspect or copy her  
14 records within 21 days. As a direct result of Defendants’ violations alleged herein, Plaintiff has  
15 suffered and continues to suffer substantial losses related to Defendants’ failure to provide  
16 personnel records.

17 119. Plaintiff seeks all available remedies for Defendants’ violations including, but not  
18 limited penalties, and costs to the extent permitted by law and according to proof at trial.  
19 Pursuant to Labor Code section 1198.5, Plaintiff prays for judgment against Defendants  
20 in the amount of \$750.00, along with costs and attorney’s fees.  
21

22 **FOURTEENTH CAUSE OF ACTION**

23 **FAILURE TO PROVIDE PAY RECORDS**

24 **(Plaintiff against all named defendants and all DOE defendants)**

25 120. Plaintiff re-alleges and incorporates by reference each and every allegation in  
26 paragraphs 1 through 119, inclusive, of this Complaint as though fully set forth herein.  
27  
28

1 121. Labor Code section 226 sub-section (b) dictates “an employer...shall afford current  
2 and former employees the right to inspect or copy records pertaining to their employment,  
3 upon reasonable request to the employer...”

4 122. Moreover, pursuant to sub-section (c) of Labor Code section 226, “an employer who  
5 receives a written or oral request to inspect or copy records pursuant to subdivision (b)  
6 pertaining to a current or former employee shall comply with the request as soon as  
7 practicable, but no later than 21 calendar days from the date of the request.” On information  
8 and belief, Defendants intentionally failed to provide Plaintiff with pay records when requested  
9 by Plaintiff via certified letter, return receipt requested, on September 21, 2021, and as required  
10 by law.  
11

12 123. As a direct result of Defendants’ violations alleged herein, Plaintiff has suffered and  
13 continues to suffer substantial losses related to Defendants’ failure to provide pay records.  
14 Pursuant to Labor Code section 226, Plaintiff prays for judgment against Defendants  
15 in the amount of \$750.00, along with costs and attorney’s fees.  
16

17 124. Plaintiff seeks all available remedies for Defendants’ violations including, but not  
18 limited penalties, and costs to the extent permitted by law and according to proof at trial.

19 **FIFTEENTH CAUSE OF ACTION**

20 **SEXUAL HARASSMENT IN VIOLATION OF FEHA**

21 **(Plaintiff against All Named Defendants and all DOE Defendants)**

22 125. Plaintiff re-alleges and incorporates by reference each and every allegation in  
23 paragraphs 1 through 124, inclusive, of this Complaint as thought fully set forth herein.  
24

25 126. At all times herein mentioned, FEHA, Government Code section 12900, et seq., was  
26 in full force and effect and was binding on Defendants. Specifically, Government Code section  
27 12940(j) prohibits an employer from sexually harassing an employee on the basis of her sex.  
28

1 127.The actions of owner and Defendant Rene Garcia towards Plaintiff, while in the course  
2 and scope of his employment, as well as the other conduct as described herein, created a hostile  
3 sexual environment which materially altered Plaintiff's working conditions, and which  
4 constitutes sexual harassment in violation of California Government Code section 12940(j)(1).

5 128.In engaging in the aforementioned conduct, Defendants and DOES 1 to 25, inclusive,  
6 and each of them, aided, abetted, incited, compelled, and/or coerced unlawful employment  
7 practices in violation of the announced policy of this State against such practices. Furthermore,  
8 they failed to take immediate and appropriate corrective action to prevent this harassment.

9 129. As a proximate result of the conduct of the Defendants, Plaintiff has suffered and will  
10 continue to suffer damages in terms of lost wages, lost bonuses, lost benefits, and other  
11 pecuniary loss according to proof. Plaintiff has also suffered and will continue to suffer  
12 physical and emotional injuries, including nervousness, humiliation, depression, anguish,  
13 embarrassment, fright, shock, pain, discomfort, fatigue, and anxiety. The amount of Plaintiff's  
14 damages will be ascertained at trial.

15 130. In committing the foregoing acts, Defendants have been guilty of oppression, fraud,  
16 and/or malice under California Civil Code section 3294, thereby entitling Plaintiff to punitive  
17 damages in a sum appropriate to punish and make an example out of the foregoing Defendants.

18 131. The acts of oppression, fraud, and/or malice, were engaged in by employees of  
19 Defendants. Each of the foregoing Defendants had advance knowledge of the unfitness of each  
20 employee who acted with oppression, fraud, and/or malice, and/or authorized or ratified the  
21 wrongful conduct for which an award of punitive damages is sought, and/or was personally  
22 guilty of oppression, fraud, and/or malice. The advance knowledge and conscious disregard,  
23 authorization, ratification, or act of oppression, fraud, and/or malice was committed by or on  
24 part of an officer, director, or managing agent of each of the Defendants, thereby entitling  
25 Plaintiff to punitive and exemplary damages against each of the Defendants in accordance with  
26  
27  
28

1 California Civil Code section 3294 in a sum appropriate to punish and make an example of  
2 each Defendant.

3 132. FEHA provides for an award of reasonable attorneys' fees and costs incurred by a  
4 prevailing Plaintiff in an action brought under its provisions. Plaintiff has employed and will  
5 continue to employ attorneys for the initiation and prosecution of this action. Plaintiff has  
6 incurred and will continue to incur attorneys' fees and costs herein. Plaintiff is entitled to an  
7 award of attorneys' fees and costs.  
8

9 **SIXTEENTH CAUSE OF ACTION**

10 **FAILURE TO PREVENT HARASSMENT IN VIOLATION OF FEHA**

11 **(Plaintiff against All Named Defendants and all DOE defendants)**

12 133. Plaintiff re-alleges and incorporates by reference each and every allegation in  
13 paragraphs 1 through 132, inclusive, of this Complaint as thought fully set forth herein.

14 134. FEHA requires employers to take "all reasonable steps necessary to prevent  
15 discrimination and harassment from occurring." (Gov. Code section 12940, subd. (k)).

16 135. As alleged above, Plaintiff was subjected to sexual harassment.

17 136. Defendants failed to take all reasonable steps necessary to prevent harassment. In  
18 addition, Defendants failed to remedy such harassment when they realized and was informed  
19 that it was occurring.

20 137. The failure of Defendants to prevent harassment created and encouraged an  
21 environment where such harassment was condoned, encouraged, tolerated, sanctioned, and/or  
22 ratified.

23 138. As a direct and proximate result of the unlawful conduct of Defendants, Plaintiff has  
24 been harmed in that Plaintiff has suffered the loss of wages, salary, benefits, and additional  
25 amounts of money Plaintiff would have received if Plaintiff had not been discharged from her  
26 employment. As a result, Plaintiff has suffered such damages in an amount according to proof.

27 139. As a further direct and proximate result of the conduct of Defendants,  
28

1 Plaintiff has been harmed in that Plaintiff has suffered the intangible loss of employment-  
2 related opportunities. As a result, Plaintiff has suffered such damages in an amount according  
3 to proof.

4 140. As a further direct and proximate result of the conduct of Defendants,  
5 Plaintiff has been harmed in that Plaintiff has suffered humiliation, mental anguish, and  
6 emotional distress, and has been harmed in mind and body. As a result, Plaintiff has suffered  
7 such damages in an amount according to proof.  
8

9 141. The above-recited actions of Defendants were done with malice, fraud, oppression,  
10 and in reckless disregard of Plaintiff's rights under FEHA. Accordingly, Plaintiff is entitled to  
11 an award of punitive damages.

12 **SEVENTEENTH CAUSE OF ACTION**

13 **VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200**

14 **(California Business and Professions Code Section 17200)**

15 **(Plaintiff against corporate Defendant My Pet Mobile Vet Inc. dba Green Dog Dental &**  
16 **Wellness and all DOE defendants)**

17 142. Plaintiff re-alleges and incorporates by reference each and every allegation in  
18 paragraphs 1 through 141, inclusive, of this Complaint as though fully set forth herein.  
19

20 143. By virtue of the foregoing statutes, regulations, and laws, the acts of Defendants  
21 constitutes unfair and unlawful business practices under California Business and Professions  
22 Code Section 17200, et seq.

23 144. Defendant's violations of California labor laws and the Labor Code as well as the Fair  
24 Employment and Housing Act constitutes a business practice because it was done repeatedly  
25 over a significant period of time in a systematic manner that was detrimental to Plaintiff.

26 145. For the four years preceding the filing of this action, Plaintiff has suffered damages  
27 and request damages and/or restitution of all monies and profits to be disgorged from  
28 Defendants in an amount according to proof at time of trial, but in excess of the

jurisdiction of this Court.

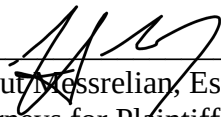
WHEREFORE, Plaintiff prays for Judgment against Defendants, and each of them, as follows:

1. For compensatory damages, according to proof;
2. For special and consequential damages to the extent allowed by law;
3. For general damages, according to proof;
4. For an award of punitive damages against Defendants according to proof;
5. For damages for wages and overtime not paid to Plaintiff in an amount subject to proof at trial;
6. For damages and penalties under Labor Code Section 226 for Plaintiff in an amount subject to proof at trial;
7. For damages and penalties pursuant to Labor Code Section 203 in an amount subject to proof at trial;
8. For restitution and disgorgement for all unfair business practices by corporate Defendant My Pet Mobile Vet Inc. against Plaintiff in an amount subject to proof at trial;
9. For an order enjoining corporate Defendant My Pet Mobile Vet Inc. from further unfair and unlawful business practices in violation of Business and Professions Code Sections 17200, et seq.;
10. For one hour of wages due to Plaintiff for each work period of more than five (5) hours when Plaintiff did not receive an uninterrupted thirty (30) minute meal period;
11. For one hour of wages due to Plaintiff for each work period of four (4) hours or major fraction thereof when Plaintiff did not receive a ten (10) minute rest break;
12. For maximum civil penalties available under the Labor Code and applicable Wage Order against Defendants as described more particularly in the Complaint and representative PAGA claim;

- 1 13. For all remedies available to Plaintiff under the applicable Wage Order and the  
2 Labor Code including an award of unpaid wages, attorney's fees, costs, interest,  
3 liquidated damages, damages, penalties, and waiting time penalties according to proof  
4 to the extent permitted by law via PAGA;  
5 14. For the imposition of civil penalties and/or statutory penalties;  
6 15. For all interest as allowed by law;  
7 16. For all costs and disbursements incurred in this suit;  
8 17. Reasonable attorney's fees where available by law, including but not limited to,  
9 pursuant to Labor Code section 2698 et seq., 1102.5, Code of Civil Procedure section  
10 1021.5, Fair Employment and Housing Act, including Government Code sections  
11 12940 et. seq. and/or other applicable laws; and  
12 18. For such other and further relief as this Court may deem proper.  
13

14 DATED: December 30, 2021

MESSRELIAN LAW INC.

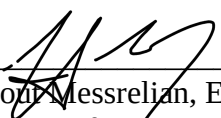
15  
16 By   
17 Harout Messrelian, Esq.  
18 Attorneys for Plaintiff Kaitlynn Masters  
19

20 **DEMAND FOR JURY TRIAL**

21 Plaintiff hereby demands, as a matter of right, a trial by jury in this case.

22 DATED: December 30, 2021

MESSRELIAN LAW INC.

23  
24 By   
25 Harout Messrelian, Esq.  
26 Attorneys for Plaintiff Kaitlynn Masters  
27  
28