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DENISE LAI and ELIM YEE
and the putative Class*

ELECTRONICALLY FILED
Superior Court of California
County of Santa Barbara
Darrel E. Parker, Executive Officer
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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SANTA BARBARA – SOUTH COUNTY**

DENISE LAI, an individual, on behalf of
herself, on behalf of all persons similarly
situated, and on behalf of all aggrieved
employees; and ELIM YEE, an individual, on
behalf of herself, on behalf of all persons
similarly situated, and on behalf of all
aggrieved employees

Plaintiffs,

vs.

SAN ROQUE PET HOSPITAL, INC., a
California corporation; GOLETA AIRPORT
PET HOSPITAL, INC., a California
corporation; MONTECITO PET HOSPITAL,
INC., a California corporation; PETVET CARE
CENTERS (CALIFORNIA), INC., a Delaware
corporation; DAVID P. DAWSON, an
individual; and DOES 1 through 50 inclusive

Defendants.

Case No. 22CV00150

CLASS ACTION

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

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

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6. REGS., Tit. 8, §§ 11050];
**FAILURE TO PROVIDE
ITEMIZED STATEMENTS AND
MAINTAIN ACCURATE
PAYROLL RECORDS [CAL. LAB.
CODE §§ 226(a), 1174(d), and
1198];**
 7. **VIOLATIONS OF THE
CALIFORNIA OCCUPATIONAL
SAFETY AND HEALTH ACT OF
1973 [CAL. LAB. CODE §§ 6300, et
seq.];**
 8. **FAILURE TO PAY WAGES
UPON TERMINATION OF
EMPLOYMENT [CAL. LAB. CODE
§ 203];**
 9. **FAILURE TO REIMBURSE
BUSINESS EXPENSES [CAL. LAB.
CODE §§ 2800, 2802];**
 10. **FAILURE TO PROVIDE
ADEQUATE SEATING [CAL. LAB.
CODE § 1198;**
 11. **UNFAIR COMPETITION [CAL.
BUS. & PROF. CODE § 17200 et
seq.]; and,**
 12. **CIVIL PENALTIES FOR
VIOLATIONS OF THE
CALIFORNIA LABOR CODE,
PURSUANT TO THE PRIVATE
ATTORNEYS GENERAL ACT
[CAL. LAB. CODE § 2698, et seq.]**

DEMAND FOR A JURY TRIAL

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

I.

JURISDICTION AND VENUE

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

1 et seq. Plaintiffs bring this complaint on their own behalf, and on behalf of all persons in
2 the putative Class as defined in Paragraph 20 below, and as aggrieved employees on behalf
3 of all aggrieved employees.

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

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

12 II.

13 THE PARTIES

14 PLAINTIFFS

15 4. DENISE LAI is, and at all material times mentioned was:

- 16 (a) An individual who resides in the County of Santa Barbara, California;
- 17 (b) Jointly employed as an hourly paid employee by SAN ROQUE PET
18 HOSPITAL, INC., GOLETA AIRPORT PET HOSPITAL, INC.
19 MONTECITO PET HOSPITAL, INC., PETVET CARE CENTERS
20 (CALIFORNIA), INC., DAVID P. DAWSON, and DOES 1 through
21 50 inclusive (“DEFENDANTS”), from on or about July 2017 to on or
22 about January 2021;
- 23 (c) Was subjected to a non-compliant alternative workweek schedule;
- 24 (d) Was not properly paid for overtime hours worked;
- 25 (e) Was not properly paid minimum wages for hours worked;
- 26 (f) Did not receive compliant meal periods or meal period premiums;
- 27 (g) Did not receive compliant rest periods or rest period premiums;
- 28 (h) Did not receive accurate itemized wage statements;

- 1 (i) Was subjected to an unhealthy and unsafe workplace in violation of
2 the California Occupational Safety and Health Act of 1973;
3 (j) When terminated from her employment, was not paid for overtime
4 wages owed, minimum wages owed, meal period wages owed, and
5 rest period wages owed within the time limits prescribed by CAL.
6 LABOR CODE § 201

7 5. ELIM YEE is, and at all material times mentioned was:

- 8 (a) An individual who resides in Ventura County, California;
9 (b) Jointly employed as an hourly paid employee by SAN ROQUE PET
10 HOSPITAL, INC., GOLETA AIRPORT PET HOSPITAL, INC.
11 MONTECITO PET HOSPITAL, INC., PETVET CARE CENTERS
12 (CALIFORNIA), INC., DAVID P. DAWSON, and DOES 1 through
13 50 inclusive (“DEFENDANTS”), from on or about October 2014 to
14 August 2014, and on or about November 2015, to present;
15 (c) Was subjected to a non-compliant alternative workweek schedule;
16 (d) Was not properly paid for overtime hours worked;
17 (e) Did not receive compliant meal periods or meal period premiums;
18 (f) Did not receive compliant rest periods or rest period premiums;
19 (g) Did not receive accurate itemized wage statements;
20 (h) Was subjected to an unhealthy and unsafe workplace in violation of
21 the California Occupational Safety and Health Act of 1973;
22 (i) Did not receive reimbursements for necessary business expenses
23 incurred in the course and scope of her employment;
24 (j) Did not receive adequate seating;
25 (k) When terminated from her employment, was not paid for overtime
26 wages owed, meal period wages owed, and rest period wages owed
27 within the time limits prescribed by CAL. LABOR CODE § 201
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1 6. DENISE LAI and ELIM YEE are referred to as “PLAINTIFFS” throughout
2 this Complaint.

3 **DEFENDANTS**

4 7. PLAINTIFFS are informed and believe, and based upon that information and
5 belief allege, that Defendant SAN ROQUE PET HOSPITAL, INC., is, and at all times
6 mentioned was:

- 7 (a) A California corporation authorized to conduct business, and actually
8 conducting business, in Santa Barbara County, California;
- 9 (b) The owner and operator of a veterinary facility in Santa Barbara
10 County, California;
- 11 (c) Along with GOLETA AIRPORT PET HOSPITAL, INC.
12 MONTECITO PET HOSPITAL, INC., PETVET CARE CENTERS
13 (CALIFORNIA), INC., DAVID P. DAWSON, and DOES 1 through
14 50 inclusive, was the former joint employer of PLAINTIFFS, the
15 putative Class, and all aggrieved employees, as SAN ROQUE PET
16 HOSPITAL, INC., GOLETA AIRPORT PET HOSPITAL, INC.
17 MONTECITO PET HOSPITAL, INC., PETVET CARE CENTERS
18 (CALIFORNIA), INC., DAVID P. DAWSON, and DOES 1 through
19 50 inclusive controlled PLAINTIFFS’, the putative Class’, and all
20 aggrieved employees’ wages, hours, working conditions, and how
21 PLAINTIFFS, the putative Class, and all aggrieved employees were
22 paid;
- 23 (d) Failed to properly implement a compliant alternative workweek
24 schedule for PLAINTIFFS, the putative Class, and all aggrieved
25 employees;
- 26 (e) Failed to properly pay PLAINTIFFS, the putative Class, and all
27 aggrieved employees for overtime wages, for minimum wages, for
28 missed meal periods, for missed rest periods, failed to provide

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

- 8 (f) Failed to provide ELIM YEE, the putative Class, and aggrieved
9 employees with reimbursement of necessary business expenses
10 incurred in employees' course and scope of employment and failed to
11 provide ELIM YEE the putative Class, and aggrieved employees with
12 adequate seating. Each of these transgressions violated the CAL. LAB.
13 CODE.

14 8. PLAINTIFFS are informed and believe, and based upon that information and
15 belief allege, that Defendant GOLETA AIRPORT PET HOSPITAL, INC., is, and at all
16 times mentioned was:

- 17 (a) A California corporation authorized to conduct business, and actually
18 conducting business, in Santa Barbara County, California;
19 (b) The owner and operator of a veterinary facility in Santa Barbara
20 County, California;
21 (c) Along with SAN ROQUE PET HOSPITAL, INC., MONTECITO PET
22 HOSPITAL, INC., PETVET CARE CENTERS (CALIFORNIA),
23 INC., DAVID P. DAWSON, and DOES 1 through 50 inclusive, was
24 the former joint employer of PLAINTIFFS, the putative Class, and all
25 aggrieved employees, as SAN ROQUE PET HOSPITAL, INC.,
26 GOLETA AIRPORT PET HOSPITAL, INC. MONTECITO PET
27 HOSPITAL, INC., PETVET CARE CENTERS (CALIFORNIA),
28 INC., DAVID P. DAWSON, and DOES 1 through 50 inclusive

controlled PLAINTIFFS', the putative Class', and all aggrieved employees' wages, hours, working conditions, and how PLAINTIFFS, the putative Class, and all aggrieved employees were paid;

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

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

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

9. PLAINTIFFS are informed and believe, and based upon that information and belief allege, that Defendant MONTECITO PET HOSPITAL, INC., is, and at all times mentioned was:

(a) A California corporation authorized to conduct business, and actually conducting business, in Santa Barbara County, California;

- 1 (b) The owner and operator of a veterinary facility in Santa Barbara
2 County, California;
- 3 (c) Along with SAN ROQUE PET HOSPITAL, INC. GOLETA
4 AIRPORT PET HOSPITAL, INC., PETVET CARE CENTERS
5 (CALIFORNIA), INC., DAVID P. DAWSON, and DOES 1 through
6 50 inclusive, was the former joint employer of PLAINTIFFS, the
7 putative Class, and all aggrieved employees, as SAN ROQUE PET
8 HOSPITAL, INC., GOLETA AIRPORT PET HOSPITAL, INC.
9 MONTECITO PET HOSPITAL, INC., PETVET CARE CENTERS
10 (CALIFORNIA), INC., DAVID P. DAWSON, and DOES 1 through
11 50 inclusive controlled PLAINTIFFS', the putative Class', and all
12 aggrieved employees' wages, hours, working conditions, and how
13 PLAINTIFFS, the putative Class, and all aggrieved employees were
14 paid;
- 15 (d) Failed to properly implement a compliant alternative workweek
16 schedule for PLAINTIFFS, the putative Class, and all aggrieved
17 employees;
- 18 (e) Failed to properly pay PLAINTIFFS, the putative Class, and all
19 aggrieved employees for overtime wages, for minimum wages, for
20 missed meal periods, for missed rest periods, failed to provide
21 PLAINTIFFS, the putative Class, and all aggrieved employees with
22 accurate itemized wage statements, failed to provide PLAINTIFFS,
23 the putative Class, and all aggrieved employees with a safe and
24 healthy workplace in violation of the California Occupational Safety
25 and Health Act of 1973, and failed to pay PLAINTIFFS, the putative
26 Class, and all aggrieved employees for wages due upon termination.
27 Each of these transgressions violated the CAL. LAB. CODE.
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- 1 (f) Failed to provide ELIM YEE, the putative Class, and aggrieved
2 employees with reimbursement of necessary business expenses
3 incurred in employees' course and scope of employment and failed to
4 provide ELIM YEE the putative Class, and aggrieved employees with
5 adequate seating. Each of these transgressions violated the CAL. LAB.
6 CODE.

7 10. PLAINTIFFS are informed and believe, and based upon that information and
8 belief allege, that Defendant PETVET CARE CENTERS (CALIFORNIA), INC., is, and at
9 all times mentioned was:

- 10 (a) A Delaware corporation authorized to conduct business, and actually
11 conducting business, in Santa Barbara County, California;
12 (b) The owner and operator of veterinary facilities throughout California
13 and Santa Barbara County, California;
14 (c) Along with SAN ROQUE PET HOSPITAL, INC. GOLETA
15 AIRPORT PET HOSPITAL, INC., MONTECITO PET HOSPITAL,
16 INC., DAVID P. DAWSON, and DOES 1 through 50 inclusive, was
17 the former joint employer of PLAINTIFFS, the putative Class, and all
18 aggrieved employees, as SAN ROQUE PET HOSPITAL, INC.,
19 GOLETA AIRPORT PET HOSPITAL, INC. MONTECITO PET
20 HOSPITAL, INC., PETVET CARE CENTERS (CALIFORNIA),
21 INC., DAVID P. DAWSON, and DOES 1 through 50 inclusive
22 controlled PLAINTIFFS', the putative Class', and all aggrieved
23 employees' wages, hours, working conditions, and how PLAINTIFFS,
24 the putative Class, and all aggrieved employees were paid;
25 (d) Failed to properly implement a compliant alternative workweek
26 schedule for PLAINTIFFS, the putative Class, and all aggrieved
27 employees;
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- 1 (e) Failed to properly pay PLAINTIFFS, the putative Class, and all
2 aggrieved employees for overtime wages, for minimum wages, for
3 missed meal periods, for missed rest periods, failed to provide
4 PLAINTIFFS, the putative Class, and all aggrieved employees with
5 accurate itemized wage statements, failed to provide PLAINTIFFS,
6 the putative Class, and all aggrieved employees with a safe and
7 healthy workplace in violation of the California Occupational Safety
8 and Health Act of 1973, and failed to pay PLAINTIFFS, the putative
9 Class, and all aggrieved employees for wages due upon termination.
10 Each of these transgressions violated the CAL. LAB. CODE.
- 11 (f) Failed to provide ELIM YEE, the putative Class, and aggrieved
12 employees with reimbursement of necessary business expenses
13 incurred in employees' course and scope of employment and failed to
14 provide ELIM YEE the putative Class, and aggrieved employees with
15 adequate seating. Each of these transgressions violated the CAL. LAB.
16 CODE.

17 11. PLAINTIFFS are informed and believe, and based upon that information and
18 belief allege, that Defendant DAVID P. DAWSON is, and at all times mentioned was:

- 19 (a) An individual who resides in Santa Barbara County, California;
20 (b) The owner and operator of SAN ROQUE PET HOSPITAL, INC.
21 GOLETA AIRPORT PET HOSPITAL, INC., and MONTECITO PET
22 HOSPITAL, INC.;
23 (c) The owner and operator of veterinary facilities in Santa Barbara
24 County, California;
25 (d) Along with SAN ROQUE PET HOSPITAL, INC. GOLETA
26 AIRPORT PET HOSPITAL, INC., MONTECITO PET HOSPITAL,
27 INC., PETVET CARE CENTERS (CALIFORNIA), INC., and DOES
28 1 through 50, inclusive, was the former joint employer of

1 PLAINTIFFS, the putative Class, and all aggrieved employees, as
2 SAN ROQUE PET HOSPITAL, INC., GOLETA AIRPORT PET
3 HOSPITAL, INC. MONTECITO PET HOSPITAL, INC., PETVET
4 CARE CENTERS (CALIFORNIA), INC., DAVID P. DAWSON, and
5 DOES 1 through 50 controlled PLAINTIFFS', the putative Class', and
6 all aggrieved employees' wages, hours, working conditions, and how
7 PLAINTIFFS, the putative Class, and all aggrieved employees were
8 paid;

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

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

22 (g) Failed to provide ELIM YEE, the putative Class, and aggrieved
23 employees with reimbursement of necessary business expenses
24 incurred in employees' course and scope of employment and failed to
25 provide ELIM YEE the putative Class, and aggrieved employees with
26 adequate seating. Each of these transgressions violated the CAL. LAB.
27 CODE.
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1 12. SAN ROQUE PET HOSPITAL, INC., GOLETA AIRPORT PET HOSPITAL,
2 INC., MONTECITO PET HOSPITAL, INC., PETVET CARE CENTERS (CALIFORNIA),
3 INC., DAVID P. DAWSON, and DOES 1 through 50 are collectively referred to as
4 “DEFENDANTS” throughout this Complaint.

5 13. The true names and capacities, whether individual, corporate, subsidiary,
6 partnership, associate or otherwise of Defendant DOES 1 through 50, inclusive, are
7 unknown to the PLAINTIFFS, who therefore sue these Defendants by those fictitious
8 names under CAL. CIV. PROC. § 474. PLAINTIFFS will seek leave to amend the Complaint
9 to allege the true names and capacities of DOES 1 through 50, inclusive, when they are
10 ascertained.

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

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

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

3 17. PLAINTIFFS are informed and believe, and based upon that information and
4 belief allege, that the Defendants named in this Complaint, including DOES 1 through 50,
5 inclusive, knowingly and willfully acted in concert, conspired and agreed together among
6 themselves and entered into a combination and systemized campaign of activity to *inter*
7 *alia* damage PLAINTIFFS, the putative Class, and all aggrieved employees and to
8 otherwise consciously and/or recklessly act in derogation of PLAINTIFFS', the putative
9 Class', and all aggrieved employees' rights, and the trust reposed by PLAINTIFFS, the
10 putative Class, and all aggrieved employees in each of the Defendants, the acts being
11 negligently and/or intentionally inflicted. Their conspiracy, and Defendants' concerted
12 actions, were such that, to PLAINTIFFS' information and belief, and to all appearances,
13 Defendants represented a unified body so that the actions of one Defendant were
14 accomplished in concert with, and with the knowledge, ratification, authorization and
15 approval of each of the other Defendants.

16 **ALTER-EGO ALLEGATIONS**

17 18. PLAINTIFFS are informed and believe, and based upon that information and
18 belief allege, that:

19 (a) SAN ROQUE PET HOSPITAL, INC., GOLETA AIRPORT PET
20 HOSPITAL, INC., MONTECITO PET HOSPITAL, INC., PETVET CARE CENTERS
21 (CALIFORNIA), INC., and DOES 1 through 50, are, and at all relevant times were, mere
22 shells without capital, assets, stock or stockholders;

23 (b) Defendants SAN ROQUE PET HOSPITAL, INC., GOLETA AIRPORT PET
24 HOSPITAL, INC. MONTECITO PET HOSPITAL, INC., PETVET CARE CENTERS
25 (CALIFORNIA), INC., and DOES 1 through 50 are, and at all relevant times were, the alter
26 ego of Defendants DAVID P. DAWSON, and DOES 1 through 50, inclusive, and each of
27 them, who were the controlling shareholders, officers, and directors of SAN ROQUE PET
28 HOSPITAL, INC., GOLETA AIRPORT PET HOSPITAL, INC., MONTECITO PET

1 HOSPITAL, INC., PETVET CARE CENTERS (CALIFORNIA), INC., and DOES 1
2 through 50;

3 (c) There is, and at all relevant times was, a unity of interest and/or ownership
4 between all of these Defendants so that any individuality or separateness between them has
5 ceased to exist in that SAN ROQUE PET HOSPITAL, INC., GOLETA AIRPORT PET
6 HOSPITAL, INC., MONTECITO PET HOSPITAL, INC., PETVET CARE CENTERS
7 (CALIFORNIA), INC, and DOES 1 through 50, inclusive were and are under their control
8 and domination; and,

9 (d) SAN ROQUE PET HOSPITAL, INC., GOLETA AIRPORT PET
10 HOSPITAL, INC., MONTECITO PET HOSPITAL, INC., PETVET CARE CENTERS
11 (CALIFORNIA), INC., and DOES 1 through 50, inclusive are, and at all relevant times
12 were, completely controlled, dominated, managed and operated by DAVID P. DAWSON,
13 and Defendants DOES 1 through 50, inclusive, and each of them, so that SAN ROQUE
14 PET HOSPITAL, INC., GOLETA AIRPORT PET HOSPITAL, INC., MONTECITO PET
15 HOSPITAL, INC., PETVET CARE CENTERS (CALIFORNIA), INC., and DOES 1
16 through 50 were mere shells, instrumentalities, and/or conduits through which each of these
17 Defendants conducted some or all of their/its business. Adherence to the fiction of the
18 separate existence of SAN ROQUE PET HOSPITAL, INC., GOLETA AIRPORT PET
19 HOSPITAL, INC., MONTECITO PET HOSPITAL, INC., PETVET CARE CENTERS
20 (CALIFORNIA), INC., and DOES 1 through 50, inclusive as entities distinct from DAVID
21 P. DAWSON, Defendants DOES 1 through 50, inclusive, or any of them, would permit an
22 abuse of the corporate privilege and sanction fraud or promote injustice in that, among
23 other things, it would enable each of these Defendants to avoid liability and to defraud his,
24 her, or its creditors, the effect of which would be to render each Defendant financially
25 unable to respond to a monetary judgment awarded against each or any of them in the
26 action.

27 19. PLAINTIFFS and all persons employed by DEFENDANTS in California who
28 received at least one wage statement are “aggrieved employees” as defined by CAL. LAB.

CODE § 2699 in that they are all current or former employees of DEFENDANTS, and one or more of the alleged violations was committed against them.

III.

CLASS ALLEGATIONS

A. The Definition Of The Class

20. The Classes (“the Classes”) consist of:

Subclass A: (a.k.a the “Santa Barbara Entities Class”): All persons who are or were hourly paid employees of SAN ROQUE PET HOSPITAL, INC., GOLETA AIRPORT PET HOSPITAL, INC., MONTECITO PET HOSPITAL, INC. and / or DAVID P. DAWSON, in the State of California, at any time during the period commencing on the date that is within four years prior to the filing of this complaint and continuing thereafter (the “Santa Barbara Entities Class Period”).

and

Subclass B: (a.k.a. the “PetVet Class”): All persons who are or were hourly paid employees of PETVET CARE CENTERS (CALIFORNIA), INC., in the State of California, at any time during the period commencing September 16, 2020 and continuing thereafter (the “PetVet Class Period”).

B. Maintenance Of The Action

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

C. The Class Requisites

22. At all material times, PLAINTIFFS were members of the putative Classes.

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

- (a) The persons who comprise the Classes are so numerous that the joinder of all those persons is impracticable and the disposition of their claims as a class will benefit the parties and the court;

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

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

25 25. The Court should permit the action to be maintained as a class action under
26 CAL. CIV. PROC. CODE § 382 because:

- 27 (a) The questions of law and fact common to the Classes predominate
28 over any question affecting only individual members;

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

26 26. PLAINTIFFS contemplate eventually issuing notice to the proposed Class
27 members that would set forth the subject and nature of the action. The DEFENDANTS' own
28 business records may be utilized for assisting to prepare and issue the contemplated notice. To

1 the extent that any further notices may be required, PLAINTIFFS would contemplate using
2 additional media and/or mailings.

3 IV.

4 PAGA REPRESENTATIVE ALLEGATIONS

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

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

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

18 30. On October 28, 2021, DENISE LAI provided written notice by online filing to the
19 LWDA and by Certified Mail to DEFENDANTS of the specific provisions of the California
20 Labor Code alleged to have been violated, including facts and theories to support the alleged
21 violations, in accordance with CAL. LAB. CODE § 2699.3. DENISE LAI’s notice was
22 accompanied with the applicable filing fee of seventy-five dollars (\$75). The LWDA PAGA
23 Administrator confirmed receipt of DENISE LAI’s written notice and assigned DENISE LAI
24 the PAGA Case Number LWDA-CM-850263-21.

25 31. On October 28, 2021, ELIM YEE provided written notice by online filing to the
26 LWDA and by Certified Mail to DEFENDANTS of the specific provisions of the California
27 Labor Code alleged to have been violated, including facts and theories to support the alleged
28 violations, in accordance with CAL. LAB. CODE § 2699.3. ELIM YEE’s notice was accompanied

1 with the applicable filing fee of seventy-five dollars (\$75). The LWDA PAGA Administrator
2 confirmed receipt of ELIM YEE's written notice and assigned ELIM YEE the PAGA Case
3 Number LWDA-CM-850269-21.

4 32. PLAINTIFFS have satisfied the administrative prerequisites under CAL. LAB.
5 CODE §§ 2699.3(a) and 2699.3(c) to recover civil penalties against DEFENDANTS for
6 violations of CAL. LAB. CODE §§ 201, 202, 203, 226, 226.7, 510, 511, 512, 516, 1182.12, 1194,
7 1194.2, 1197.1, 1198, 6400(a), 6401, 6401.7, 6402, 6403, and 6404, and the applicable
8 regulations.

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

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

21 35. As set forth below, DEFENDANTS have violated numerous provisions of both the
22 CAL. LAB. CODE sections regulating hours and days of work as well as the applicable IWC
23 Wage Order.

24 36. Pursuant to PAGA, and in particular, CAL. LAB. CODE §§ 2699(a), 2699.3(a),
25 2699.3(c), and 2699.5, and section 558, PLAINTIFFS, acting in the public interest as private
26 attorneys generals, seek assessment and collection of civil penalties for themselves, all other
27 aggrieved employees, and the State of California against DEFENDANTS for violations of CAL.
28

LAB. CODE §§ 201, 202, 203, 226, 226.7, 510, 511, 512, 516, 1182.12, 1194, 1194.2, 1197.1, 1198, 6400(a), 6401, 6401.7, 6402, 6403, and 6404, and the applicable regulations.

V.

THE CONDUCT

37. DEFENDANTS operate veterinary facilities in Santa Barbara County, California.

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

39. DEFENDANTS jointly employed DENISE LAI from on or about July 2017, to on or about February 2021, as a veterinary assistant.

40. From July 2017 to September 2019, DENISE LAI worked eight-hour shifts, five days per week at San Roque Pet Hospital. Additionally, DENISE LAI worked an eight-hour shift each week at Goleta Airport Pet Hospital or Montecito Pet Hospital, which are owned and operated by DEFENDANTS, without being paid at an overtime rate. DENISE LAI also worked approximately 15 to 20 minutes at home for DEFENDANTS, twice per week, unpaid. Beginning in September 2019, DEFENDANTS implemented an alternative workweek schedule and DENISE LAI began to work 10-hour shifts, four days per week at San Roque Pet Hospital. Beginning in August 2020, DENISE LAI was no longer required to work an additional eight-hour shift each week at Goleta Airport Pet Hospital or Montecito Pet Hospital. DEFENDANTS paid DENISE LAI \$14.00 per hour in or about 2017, \$16.00 per hour in or about 2018, \$18.00 per hour in or about 2019, and \$27.00 per hour in or about 2020. DENISE LAI's job duties included, without limitation, monitoring veterinary patient vital signs, obtaining diagnostic samples, performing X-rays, assisting with surgeries, scheduling, and handling inventory at DEFENDANTS's veterinary facilities.

41. DEFENDANTS jointly employed ELIM YEE from on or about October 2014

1 to August 2014, and on or about November 2015, to present, as a veterinary assistant.
2 From October 2019 to March 2020, ELIM YEE typically worked from 7:00 a.m. to 6:00
3 p.m. on Sunday through Wednesday. November 2015 to September 2019, ELIM YEE
4 worked eight-hour shifts, five days per week at San Roque Pet Hospital. Additionally,
5 ELIM YEE worked an eight-hour shift each week at Goleta Airport Pet Hospital or
6 Montecito Pet Hospital, which are owned and operated by DEFENDANTS, without being
7 paid at an overtime rate. Beginning in September 2019, DEFENDANTS implemented an
8 alternative workweek schedule and ELIM YEE began to work ten-hour shifts, four days per
9 week at San Roque Pet Hospital. Beginning in August 2020, ELIM YEE was no longer
10 required to work an additional eight-hour shift each week at Goleta Airport Pet Hospital or
11 Montecito Pet Hospital. In February 2021, DEFENDANTS began to employ ELIM YEE for
12 approximately one shift every two weeks for DEFENDANTS. Prior to about September
13 2018, DEFENDANTS paid ELIM YEE \$17.00 per hour. From about September 2018
14 through about October 2019, DEFENDANTS paid ELIM YEE \$18.00 per hour. From about
15 October 2019 through about January 2020, DEFENDANTS paid ELIM YEE \$21.00 per
16 hour. From about January 2020 to present, DEFENDANTS paid ELIM YEE \$24.00 per
17 hour. ELIM YEE's job duties included, without limitation, monitoring veterinary patient
18 vital signs, obtaining diagnostic samples, performing x-rays, assisting with surgeries,
19 scheduling, and handling inventory at DEFENDANTS's veterinary facilities.

20 42. During PLAINTIFFS', the putative Classes', and all aggrieved employees'
21 employment, DEFENDANTS exercised complete and unfettered control over
22 PLAINTIFFS', the putative Classes', and all aggrieved employees' work schedules; their
23 hours worked; their rate of pay and method of payment; dictated how PLAINTIFFS, the
24 putative Classes, and all aggrieved employees would actually perform their job duties; and
25 dictated when PLAINTIFFS, the putative Classes, and all aggrieved employees could or
26 could not take lunch or rest breaks. PLAINTIFFS, the putative Classes, and all aggrieved
27 employees could not exercise discretion and independent judgment in performing their
28 tasks. PLAINTIFFS, the putative Classes, and all aggrieved employees had to obtain

1 approval on all actions they took on their jobs. Additionally, DEFENDANTS did not pay
2 PLAINTIFFS, the putative Classes, and all aggrieved employees salaries twice the state
3 minimum wage for full-time employment. CAL. CODE REGS. § 11050, including the
4 applicable California Wage Order apply to PLAINTIFFS, the putative Classes, and all
5 aggrieved employees. PLAINTIFFS, the putative Classes, and all aggrieved employees
6 were not exempt employees or independent contractors.

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

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

20 45. During PLAINTIFFS', the putative Classes', and all aggrieved employees
21 employment, DEFENDANTS failed to properly pay PLAINTIFF, the putative Classes, and
22 all aggrieved employees for overtime hours worked.

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

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

1 48. During PLAINTIFFS', the putative Classes', and all aggrieved employees'
2 employment, DEFENDANTS failed to properly pay DENISE LAI, the putative Classes,
3 and aggrieved employees minimum wages for all hours worked.

4 49. DEFENDANTS failed to permit PLAINTIFFS, the putative Classes, and all
5 aggrieved employees to take code-complaint meal periods.

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

16 51. DEFENDANTS refused to allow PLAINTIFFS, the putative Classes, and all
17 aggrieved employees to take code-complaint rest periods.

18 52. DEFENDANTS did not provide PLAINTIFFS, the putative Classes, and all
19 aggrieved employees with a code compliant 10-minute net rest period for every four (4)
20 hours or major fraction thereof worked. Where rest periods were provided, they were
21 shorter in duration than 10 minutes, were interrupted, or were not provided every four (4)
22 hours or major fraction thereof worked. DEFENDANTS effectively maintained control
23 over PLAINTIFFS, the putative Classes, and all aggrieved employees during rest periods
24 that were provided. On each day when code-compliant ten (10) minute rest periods were
25 not provided to PLAINTIFFS, the putative Classes, and all aggrieved employees,
26 DEFENDANTS failed to pay PLAINTIFFS, the putative Classes, and all aggrieved
27 employees one additional hour of pay at their regular rates of pay.

28 53. Under California law, an employee who works more than 4 hours or major

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

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

15 55. DEFENDANTS forced PLAINTIFFS, the putative Classes, and all aggrieved
16 employees to work in deplorable, unsafe, and unhealthy conditions, and without personal
17 protective equipment, all in violation of California Occupational Safety and Health Act of
18 1973 and the CALIFORNIA CODE OF REGULATIONS. DEFENDANTS exposed PLAINTIFFS,
19 the putative Classes, and all aggrieved employees to hazardous conditions, including loud
20 noises from many dogs barking in confined spaces. DEFENDANTS never provided
21 PLAINTIFFS, the putative Classes, and all aggrieved employees with hearing protection to
22 mitigate these deafening noises. DEFENDANTS also utilized anesthetic gasses in their
23 facilities without any form of ventilation or recapture of these gasses, exposing all of
24 DEFENDANTS' employees to these hazardous gasses.

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

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

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

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

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

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

8 61. DEFENDANTS did not properly reimburse ELIM YEE, the putative Classes,
9 and other aggrieved employees for all necessary expenditures incurred in the course and
10 scope of ELIM YEE’s, the putative Classes’, and other aggrieved employees’ employment,
11 as required by CAL. LAB. CODE §§ 2800 and 2802. Necessary unreimbursed business-
12 related expenses include, but were not limited to ELIM YEE, the putative Classes, and
13 other aggrieved employees purchases and use of medical equipment, such as a stethoscope,
14 as required by DEFENDANTS.

15 62. DEFENDANTS failed to provide adequate seating to PLAINTIFFS, the
16 putative Classes, and other aggrieved employees while they were on and off duty.
17 PLAINTIFFS, the putative Classes, and other aggrieved employees, who were otherwise
18 required to work standing at all times, were forced to continue to stand during times when
19 they were not engaged in the active duties of their employment. DEFENDANTS’ break
20 room was very small and, often times, there was standing room only in the break room.
21 Additionally, PLAINTIFFS, the putative Classes, and all other aggrieved employees spent a
22 substantial portion of their day taking notes while doctors performed exams. The nature of
23 the work of an employee performing these clerical duties can reasonably be accomplished
24 from a seated position. However, DEFENDANTS did not provide seats or stools for its
25 employees, forcing PLAINTIFFS, the putative Classes, and other aggrieved employees to
26 stand throughout their work shifts.

27 ///

28 ///

1 **FIRST CAUSE OF ACTION**
2 **FOR FAILURE TO PROPERLY INSTITUTE AN ALTERNATIVE WORKWEEK**

3 **SCHEDULE**

4 **[CAL. LAB. CODE §§ 511]**

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

7 63. PLAINTIFFS and the putative Classes repeat and re-allege paragraphs 1 through
8 62, inclusive, of this Complaint and they are incorporated herein by this reference.

9 64. Under the applicable IWC Wage Order 5-2001 (as amended), DEFENDANTS
10 were the joint employers of PLAINTIFFS, and the putative Classes.

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

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

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

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

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

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

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

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

1 (3) Prior to the secret ballot vote, any employer who proposed to
2 institute an alternative workweek schedule shall have made a
3 disclosure in writing to the affected employees, including the effects
4 of the proposed arrangement on the employees' wages, hours, and
5 benefits. Such a disclosure shall include meeting(s), duly noticed,
6 held at least fourteen (14) days prior to voting, for the specific
7 purpose of discussing the effects of the alternative workweek
8 schedule. An employer shall provide that disclosure in a non-English
9 language, as well as in English, if at least five (5) percent of the
10 affected employees primarily speak that non-English language. The
11 employer shall mail the written disclosure to employees who do not
12 attend the meeting. Failure to comply with this paragraph shall make
13 the election null and void.

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

21 ...

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

69. While employed by DEFENDANTS, PLAINTIFFS, and the putative Classes
worked 10- hour shifts, four days per week. DEFENDANTS implemented these non-compliant
alternative workweek schedules without following the procedures required by the CALIFORNIA
LABOR CODE or the CAL. CODE REGS.

70. DEFENDANTS did not make proper disclosures to affected employees regarding
the effects of the proposed alternative workweek schedule prior to the time a secret-ballot
election was required. DEFENDANTS did not properly conduct a secret- ballot election and
consequently did not obtain the requisite two thirds approval from affected employees in an

1 identifiable work unit. DEFENDANTS failed to properly report the results of any secret-ballot
2 election to the Department of Labor Standards Enforcement.

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

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

13 **SECOND CAUSE OF ACTION**
14 **FOR FAILURE TO PAY OVERTIME COMPENSATION AND LIQUIDATED**
15 **DAMAGES**

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

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

19 73. PLAINTIFFS and the putative Classes repeat and re-allege paragraphs 1 through
20 72, inclusive, of this Complaint and they are incorporated herein by this reference.

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

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

26 76. CAL. CODE REGS. § 11050(3)(A)(3) provides that overtime hours shall be
27 compensated at: (a) One and one-half (1 ½) times the employee's regular rate of pay for all
28 hours worked in excess of eight (8) hours up to and including 12 hours in any workday, and

1 for the first eight (8) hours worked on the seventh (7th) consecutive day of work in
2 a workweek; and (b) Double the employee's regular rate of pay for all hours worked in
3 excess of 12 hours in any workday and for all hours worked in excess of eight (8) hours on
4 the seventh (7th) consecutive day of work in a workweek.

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

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

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

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

21 81. DEFENDANTS acted intentionally, oppressively, and maliciously toward
22 PLAINTIFFS, and the putative Classes, with a conscious disregard of their rights, or the
23 consequences to them, with the intent of depriving them of property and legal rights and
24 otherwise causing them injury. By virtue of DEFENDANTS' unlawful failure to pay
25 overtime wages, PLAINTIFFS, and the putative Classes have suffered, and will continue to
26 suffer, damages in the amounts which are presently unknown to them but which exceed the
27 jurisdictional limits of the court and which will be ascertained according to proof at trial.
28

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

THIRD CAUSE OF ACTION

FOR FAILURE TO PAY MINIMUM WAGES AND LIQUIDATED DAMAGES

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

**(By DENISE LAI, on her own behalf and on behalf of all employees similarly situated,
and Against All DEFENDANTS)**

83. DENISE LAI and the putative Classes repeat and re-allege paragraphs 1 through 82, inclusive, of this Complaint and they are incorporated herein by this reference.

84. Under the applicable IWC Wage Order 5-2001 (as amended), DEFENDANTS were the joint employers of DENISE LAI, and the putative Classes.

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

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

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

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

1 89. At all times relevant hereto, DEFENDANTS paid DENISE LAI, and the
2 putative Classes on an hourly basis. DENISE LAI, and the putative Classes did not reside at
3 the place of employment.

4 90. During DENISE LAI's, and the putative Classes' employment,
5 DEFENDANTS failed to properly pay DENISE LAI for all hours worked at the legal
6 minimum wage.

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

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

20 **FOURTH CAUSE OF ACTION**

21 **FOR FAILURE TO PROVIDE MEAL PERIODS**

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

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

25 93. PLAINTIFFS and the putative Classes repeat and re-allege paragraphs 1 through
26 92, inclusive, of this Complaint and they are incorporated herein by this reference.

27 94. Under the applicable IWC Wage Order 5-2001 (as amended), DEFENDANTS
28 were the joint employers of PLAINTIFFS, and the putative Classes.

1 95. CAL. LAB. CODE §§ 226.7 and 512, and CAL. CODE REGS., TIT. 8, §
2 11050(11)(A) provide that an employee who works more than five (5) hours in a day is
3 entitled to a meal period of at least thirty (30) minutes, and a second meal period of at least
4 thirty (30) minutes if he or she works more than ten (10) hours in a workday.

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

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

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

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

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

26 101. By virtue of the DEFENDANTS' unlawful failure to provide meal periods to
27 PLAINTIFFS, and the putative Classes, PLAINTIFFS, and the putative Classes, have
28 suffered, and will continue to suffer, damages in amounts which are presently unknown to

1 PLAINTIFFS, and the putative Classes, but which damages exceed the jurisdictional limits
2 of the court and which will be ascertained according to proof at trial.

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

10 103. PLAINTIFFS, individually, and on behalf of the putative Classes, seek to
11 recover meal-period compensation according to proof, interest, all applicable statutory
12 penalties against DEFENDANTS, in a sum as provided by the CAL. LAB. CODE and/or other
13 statutes, and reasonable attorneys' fees and costs.

14 **FIFTH CAUSE OF ACTION**

15 **FOR FAILURE TO PROVIDE REST PERIODS**

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

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

19 104. PLAINTIFFS and the putative Classes repeat and re-allege paragraphs 1 through
20 103, inclusive, of this Complaint and they are incorporated herein by this reference.

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

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

26 107. CAL. LAB. CODE §§ 226.7 and CAL. CODE REGS., TIT. 8, § 11050(12)(B)
27 provide that if an employer fails to provide an employee with rest periods in accordance
28 with those statutes, the employer shall pay the employee one (1) hour of pay at the

1 employee's regular rate of compensation for each workday that the rest period was not
2 provided. The Wage Order provides a separate remedy for violations of meal period
3 requirements and violations of rest period requirements" and section 226.7 allows recovery
4 of up to two premium payments per work day – one for each type of violation. (*United*
5 *Parcel Service, Inc., v. Superior Court* (2011) 196 Cal.App.4th 57, 69.)

6 108. At all times relevant hereto, PLAINTIFFS, and the putative Classes worked
7 more than four hours in a workday for DEFENDANTS.

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

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

20 111. DEFENDANTS have intentionally and improperly denied rest periods to
21 PLAINTIFF, and the putative Classes, in violation of CAL. LAB. CODE §§ 226.7 and 512
22 and CAL. CODE REGS., TIT. 8, § 11050(12)(A).

23 112. By virtue of the DEFENDANTS' unlawful failure to provide rest periods to the
24 PLAINTIFFS, and the putative Classes, PLAINTIFFS, and the putative Classes have
25 suffered, and will continue to suffer, damages in amounts that are presently unknown to
26 PLAINTIFFS, and the putative Classes, but which exceed the jurisdictional limits of the
27 court and which will be ascertained according to proof at trial.
28

1 113. PLAINTIFFS are informed and believe, and based upon that information and
2 belief allege, that DEFENDANTS knew or should have known that PLAINTIFFS, and the
3 putative Classes were entitled to rest periods and purposely elected not to provide rest
4 periods. DEFENDANTS acted intentionally, oppressively, and maliciously toward
5 PLAINTIFFS, and the putative Classes, with a conscious disregard of their rights, or the
6 consequences to PLAINTIFFS, and the putative Classes, with the intent of depriving
7 PLAINTIFFS, and the putative Classes of property and legal rights and otherwise causing
8 PLAINTIFFS, and the putative Classes injury.

9 114. PLAINTIFFS, individually, and on behalf of the putative Classes, seek to
10 recover rest-period compensation according to proof, interest, all applicable statutory
11 penalties against DEFENDANTS, in a sum as provided by the CAL. LAB. CODE and/or other
12 statutes, and reasonable attorneys' fees and costs.

13 **SIXTH CAUSE OF ACTION**
14 **FOR FAILURE TO PROVIDE ITEMIZED STATEMENTS AND MAINTAIN**
15 **ACCURATE PAYROLL RECORDS**

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

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

19 115. PLAINTIFFS and the putative Classes repeat and re-allege paragraphs 1 through
20 114, inclusive, of this Complaint and they are incorporated herein by this reference.

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

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

26 Every employer shall, semimonthly or at the time of each payment of
27 wages, furnish each of his or her employees, either as a detachable
28 part of the check, draft, or voucher paying the employee's wages, or
separately when wages are paid by personal check or cash, an
accurate itemized statement in writing showing (1) gross wages

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

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

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

23 120. CAL. LAB. CODE § 1174.5 provides that employers are subject to a \$500 civil
24 penalty if they fail to maintain accurate and complete records as required by section
25 1174(d).

26 121. DEFENDANTS intentionally failed to furnish to PLAINTIFFS, and the
27 putative Classes, upon the payment of wages, itemized wage statements in conformity with
28 CALIFORNIA LABOR CODE § 226. The wage statements failed to accurately reflect

1 PLAINTIFFS', and the putative Classes' hours worked, including overtime wages,
2 minimum wages, missed meal periods, missed rest periods, and failed to state the correct
3 rate of pay.

4 122. PLAINTIFFS, and the putative Classes were damaged by these failures
5 because, among other things, the failures led PLAINTIFFS, and the putative Classes to
6 believe that they were not entitled to be paid for all hours worked even though they were so
7 entitled, and because these failures hindered PLAINTIFFS, and the putative Classes from
8 determining the amounts of wages owed to them.

9 123. PLAINTIFFS are also informed and believe, and based upon that information
10 and belief allege, that DEFENDANTS willfully failed to maintain accurate payroll records
11 showing the daily hours PLAINTIFFS, and the putative Classes worked and the wages that
12 should have been paid as a result of failing to record hours that PLAINTIFFS, the putative
13 Classes worked, as well as PLAINTIFFS', and the putative Classes' missed meal periods
14 and rest periods.

15 124. PLAINTIFFS, individually, and on behalf of the putative Classes, seek to
16 recover damages, penalties, and interest under CAL. LAB. CODE §§ 226, 1174, and 1198,
17 and reasonable attorneys' fees and costs.

18 **SEVENTH CAUSE OF ACTION**

19 **FOR VIOLATIONS OF THE CALIFORNIA OCCUPATIONAL SAFETY AND**
20 **HEALTH ACT OF 1973**

21 **[CAL. LAB. CODE §§ 6300, et seq.]**

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

24 125. PLAINTIFFS and the putative Classes repeat and re-allege paragraphs 1 through
25 124, inclusive, of this Complaint and they are incorporated herein by this reference.

26 126. Under the applicable IWC Wage Order 5-2001 (as amended), DEFENDANTS
27 were the joint employers of PLAINTIFFS, and the putative Classes.
28

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

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

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

13 129. CALIFORNIA LABOR CODE section 6401.7 requires that an employer establish,
14 implement, and maintain a written and effective injury-prevention program, correct unsafe and
15 unhealthy conditions and work practices in a timely manner based on the severity of the hazard,
16 and train employees on occupational hazards.

17 130. CALIFORNIA LABOR CODE section 6403 requires employers to: (a) To provide and
18 use safety devices and safeguards reasonably adequate to render the employment and place of
19 employment safe; (b) to adopt and use methods and processes reasonably adequate to render the
20 employment and place of employment safe; and, (c) to do every other thing reasonably
21 necessary to protect the life, safety, and health of employees.

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

1 132. An employer is required to pay for personal protective equipment if the law
2 requires that the employer to provide the equipment. (*Bendix Forest Products Corporation v.*
3 *Division of Occupational Safety and Health* (1979) 25 Cal.3d 465, 473.)
4 DEFENDANTS forced PLAINTIFFS, and the putative Classes to work in deplorable, unsafe,
5 and unhealthy conditions, and without personal protective equipment, all in violation of
6 California Occupational Safety and Health Act of 1973 and the CALIFORNIA CODE OF
7 REGULATIONS. DEFENDANTS exposed PLAINTIFFS, the putative Classes, and all aggrieved
8 employees to hazardous conditions, including loud noises from a significant number of dogs
9 barking in confined spaces. DEFENDANTS never provided PLAINTIFFS, the putative Classes,
10 and all aggrieved employees with hearing protection to mitigate these deafening noises.
11 DEFENDANTS also utilized anesthetic gasses within their facilities without any form of
12 ventilation or recapture of these gasses, exposing all of DEFENDANTS' employees to these
13 hazardous gasses.

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

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

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

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

[CAL. LAB. CODE § 203]

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

136. PLAINTIFFS and the putative Classes repeat and re-allege paragraphs 1 through 135, inclusive, of this Complaint and they are incorporated herein by this reference.

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

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

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

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

1 141. Under CAL. LAB. CODE § 203, PLAINTIFFS, and members of the putative
2 Classes are entitled to one day's wages for each day they were not timely paid all wages
3 due, up to a maximum of 30 days' wages. Because DEFENDANTS failed to pay overtime
4 wages owed, minimum wages owed, meal period wages owed, and rest period wages owed,
5 PLAINTIFFS, individually, and on behalf of members of the putative Classes, seek to
6 recover 30 days' wages, and applicable penalties. PLAINTIFFS, individually, and on
7 behalf of the putative Classes, also seek reasonable attorneys' fees and costs.

8 **NINTH CAUSE OF ACTION**
9 **FOR FAILURE TO REIMBURSE BUSINESS EXPENSES**

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

11 **(By ELIM YEE, On Her Own Behalf, On Behalf Of All Employees Similarly Situated,**
12 **and Against All DEFENDANTS)**

13 142. ELIM YEE repeats and re-alleges paragraphs 1 through 141, inclusive, of this
14 Complaint and they are incorporated herein by this reference.

15 143. Under the applicable IWC Wage Order 5-2001 (as amended), DEFENDANTS
16 were the joint employers of ELIM YEE, and the putative Classes.

17 144. CAL. LAB. CODE §§ 2800 and 2802 provide that an employer must reimburse
18 employees for all necessary expenditures incurred in an employee's course and scope of
19 employment.

20 145. ELIM YEE, and the putative Classes, incurred necessary business-related
21 expenses and costs that were not fully reimbursed by DEFENDANTS.

22 146. Necessary unreimbursed business-related expenses include, but were not
23 limited to ELIM YEE's, and the putative Classes's purchases and use of medical
24 equipment, such as a stethoscope, as required by DEFENDANTS.

25 147. DEFENDANTS maintained a policy of requiring their employees to purchase
26 medical equipment such as a stethoscope. DEFENDANTS, however, did not reimburse
27 ELIM YEE, and the putative Classes, for the cost of these necessary items.
28

1 148. DEFENDANTS have intentionally and willfully failed to fully reimburse
2 ELIM YEE, and the putative Classes, for necessary business-related expenses and costs in
3 violation of CAL. LAB. CODE §§ 2800 and 2802.

4 149. Under CAL. LAB. CODE §§ 2800 and 2802, ELIM YEE, on her own behalf, and
5 on behalf of the putative Classes, seeks to recover their business-related expenses incurred
6 during the course and scope of their employment with DEFENDANTS, plus interest and
7 penalties. ELIM YEE, on her own behalf, and on behalf of the putative Classes, also seeks
8 reasonable attorneys' fees and costs.

9 **TENTH CAUSE OF ACTION**

10 **FAILURE TO PROVIDE ADEQUATE SEATING**

11 **[CAL. LAB. CODE § 1198; CAL. CODE REGS., TIT. 8, § 11050(14)]**

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

14 150. PLAINTIFFS and the putative Classes repeat and re-allege paragraphs 1 through
15 149, inclusive, of this Complaint and they are incorporated herein by this reference.

16 151. Under the applicable IWC Wage Order 5-2001 (as amended),
17 DEFENDANTS were the joint employers of PLAINTIFFS, and the putative Classes.

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

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

24 154. CAL. CODE REGS., Tit. 8, § 11050(14)(A) provides, All working employees
25 shall be provided with suitable seats when the nature of the work reasonably permits the
26 use of seats."

27 155. CAL. CODE REGS., Tit. 8, § 11050(14)(B) provides "When employees are not
28 engaged in the active duties of their employment and the nature of the work requires

1 standing, an adequate number of suitable seats shall be placed in reasonable proximity to
2 the work area and employees shall be permitted to use such seats when it does not interfere
3 with the performance of their duties.”

4 156. DEFENDANTS violated CAL. LAB. CODE § 1198 and CAL. CODE REGS., Tit. 8,
5 § 11050(14) because DEFENDANTS failed to provide adequate seating to PLAINTIFFS,
6 the putative Classes, and other aggrieved employees while they were on and off duty.
7 PLAINTIFFS, the putative Classes, and other aggrieved employees, who were otherwise
8 required to work standing at all times, were forced to continue to stand during times when
9 they were not engaged in the active duties of their employment. DEFENDANTS’ break
10 room was very small and, oftentimes, there was standing room only in the break room.
11 Additionally, PLAINTIFFS, the putative Classes, and all other aggrieved employees spent a
12 substantial portion of their day taking notes while doctors performed exams. The nature of
13 the work of an employee performing these clerical duties can reasonably be accomplished
14 from a seated position. However, DEFENDANTS did not provide seats or stools for its
15 employees, forcing PLAINTIFFS, the putative Classes, and other aggrieved employees to
16 stand throughout their work shifts.

17 157. PLAINTIFFS and the putative Classes are therefore entitled to recover all
18 remedies available for violations of CAL. LAB. CODE § 1198 and CAL. CODE REGS., Tit. 8, §
19 11050(14).

20 **ELEVENTH CAUSE OF ACTION**

21 **FOR UNFAIR COMPETITION**

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

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

25 158. PLAINTIFFS and the putative Classes repeat and re-allege paragraphs 1 through
26 157, inclusive, of this Complaint and they are incorporated herein by this reference.
27
28

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

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

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

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

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

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

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

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

19 **TWELFTH CAUSE OF ACTION**

20 **FOR PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT**

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

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

24 166. PLAINTIFFS repeat and re-allege paragraphs 1 through 165, inclusive, of this
25 Complaint and they are incorporated herein by this reference.

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

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

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

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

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

15 171. On October 28, 2021, DENISE LAI gave written notice by certified mail to and
16 Defendants SAN ROQUE PET HOSPITAL, INC, GOLETA AIRPORT PET HOSPITAL, INC,
17 MONTECITO PET HOSPITAL, INC., PETVET CARE CENTERS (CALIFORNIA), INC., and
18 DAVID P. DAWSON of the specific code provisions alleged to have been violated, as required
19 by CAL. LAB. CODE § 2699.3. On the same date, DENISE LAI submitted a “PAGA Claim
20 Notice” to the Labor and Workforce Development Agency (“LWDA”) through its online portal.
21 DENISE LAI’s PAGA Notice Letter and LWDA Claim Submissions indicated that she, “as an
22 aggrieved employee, on her own behalf and on behalf of other aggrieved employees of San
23 Roque Pet Hospital, Inc., David P. Dawson, Goleta Airport Pet Hospital, Inc., Montecito Pet
24 Hospital, Inc., PetVet Care Centers (California), Inc., and any other affiliated entity (collectively
25 referred to herein as “SRPH”), intends to avail herself of the protections granted by the
26 CALIFORNIA LABOR CODE PRIVATE ATTORNEY GENERAL ACT OF 2004 (“the Act”) (CAL. LABOR
27 CODE §2698 et seq.).” The statutory waiting period for DENISE LAI to add these allegations to
28 the Complaint has expired. As a result, pursuant to CAL. LAB. CODE § 2699.3, DENISE LAI, on

1 behalf of himself and all aggrieved employees, may now commence a representative civil action
2 pursuant to CAL. LAB. CODE § 2699 as the proxy of the State of California.

3 172. On October 28, 2021, ELIM YEE gave written notice by certified mail to and
4 Defendants SAN ROQUE PET HOSPITAL, INC, GOLETA AIRPORT PET HOSPITAL, INC,
5 MONTECITO PET HOSPITAL, INC., PETVET CARE CENTERS (CALIFORNIA), INC., and
6 DAVID P. DAWSON of the specific code provisions alleged to have been violated, as required
7 by CAL. LAB. CODE § 2699.3. On the same date, ELIM YEE submitted a “PAGA Claim Notice”
8 to the Labor and Workforce Development Agency (“LWDA”) through its online portal. ELIM
9 YEE’s PAGA Notice Letter and LWDA Claim Submissions indicated that she, “as an aggrieved
10 employee, on her own behalf and on behalf of other aggrieved employees of San Roque Pet
11 Hospital, Inc., David P. Dawson, Goleta Airport Pet Hospital, Inc., Montecito Pet Hospital, Inc.,
12 PetVet Care Centers (California), Inc., and any other affiliated entity (collectively referred to
13 herein as “SRPH”), intends to avail herself of the protections granted by the CALIFORNIA
14 LABOR CODE PRIVATE ATTORNEY GENERAL ACT OF 2004 (“the Act”) (CAL. LABOR CODE §2698
15 et seq.).” The statutory waiting period for ELIM YEE to add these allegations to the Complaint
16 has expired. As a result, pursuant to CAL. LAB. CODE § 2699.3, ELIM YEE, on behalf of himself
17 and all aggrieved employees, may now commence a representative civil action pursuant to CAL.
18 LAB. CODE § 2699 as the proxy of the State of California.

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

- 21 (a) Violations of CAL. LAB. CODE § 511 for DEFENDANTS’ failure to properly
22 institute an alternative workweek schedule for PLAINTIFF, and other aggrieved
23 employees;
- 24 (b) Violations of CAL. LAB. CODE §§ 510, 1194, 1194.2, and 1198 for
25 DEFENDANTS’ failure to pay overtime compensation and liquidated damages
26 to PLAINTIFF, and other aggrieved employees;
- 27 (c) Violations of CAL. LAB. CODE §§ 1182.12, 1194; 1194.2; 1197; 1197.1; and
28 1198 and CAL. CODE REGS., TIT. 8, § 11050 for DEFENDANTS’ failure to pay

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

3 (d) Violations of CAL. LAB. CODE §§ 226.7 and 512, and CAL. CODE REGS., TIT. 8, §
4 11050 for DEFENDANTS' failure to provide meal periods to PLAINTIFFS,
5 and other aggrieved employees;

6 (e) Violations of CAL. LAB. CODE §§ 226.7 and 512, and CAL. CODE REGS., TIT. 8, §
7 11050 for DEFENDANTS' failure to provide rest periods to PLAINTIFFS, and
8 other aggrieved employees;

9 (f) Violations of CAL. LAB. CODE §§ 226(a), 1174(d), and 1198 for
10 DEFENDANTS' failure to provide accurate itemized wage statements to
11 PLAINTIFFS, and other aggrieved employees and to maintain accurate payroll
12 records for PLAINTIFFS and other aggrieved employees;

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

16 (h) Violations of CAL. LAB. CODE § 203 for DEFENDANTS' failure to timely pay
17 wages to PLAINTIFF, and other aggrieved employees;

18 (i) Violations of CAL. LAB. CODE §§ 2800 and 2802 for DEFENDANTS' failure to
19 reimburse necessary business expenses incurred by ELIM YEE, and other
20 aggrieved employees in the course and scope of their employment; and,

21 (j) Violations of CAL. LAB. CODE § 1198 for DEFENDANTS' failure to provide
22 adequate seating to PLAINTIFFS and other aggrieved employees.

23 174. Therefore, PLAINTIFFS, on their own behalves and on behalf of all aggrieved
24 employees, can and hereby do seek recovery of all civil penalties as prescribed by the CAL. LAB.
25 CODE §§ 2698-2699, the Private Attorneys General Act of 2004, as representatives of the State
26 of California, for the illegal conduct perpetrated on PLAINTIFFS, and all aggrieved employees
27 by DEFENDANTS.
28

1 **PRAYER**

2 WHEREFORE, PLAINTIFFS, individually, and on behalf of the putative Santa
3 Barbara Entities Class, pray for judgment against Defendants SAN ROQUE PET
4 HOSPITAL, INC., GOLETA AIRPORT PET HOSPITAL, INC., MONTECITO PET
5 HOSPITAL, INC. and DAVID P. DAWSON , jointly and severally, as follows:

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

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

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

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

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

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

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

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

27 **5. ON THE TENTH CAUSE OF ACTION:**

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

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

- 2 (a) For restitution and disgorgement;
- 3 (b) For injunctive relief ordering the continuing unfair business acts and
- 4 practices to cease, or as the Court otherwise deems just and proper;
- 5 and,
- 6 (c) For other injunctive relief ordering DEFENDANTS to notify
- 7 Plaintiffs and the Class that they have not been paid the proper
- 8 amounts required in accordance with California law.

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

- 10 (a) That the Court declare, adjudge and decree that DEFENDANTS
- 11 violated the following CAL. LAB. CODE provisions as to PLAINTIFFS
- 12 and/or other aggrieved employees:
- 13 1. CAL. LAB. CODE § 511 for DEFENDANTS' failure to properly
- 14 institute an alternative workweek schedule for PLAINTIFFS,
- 15 and other aggrieved employees;
- 16 2. CAL. LAB. CODE §§ 510, 1194, 1194.2, and 1198 for
- 17 DEFENDANTS' failure to pay overtime compensation and
- 18 liquidated damages to PLAINTIFFS, and other aggrieved
- 19 employees;
- 20 3. CAL. LAB. CODE §§ 1182.12, 1194; 1194.2; 1197; 1197.1; and
- 21 1198 and CAL. CODE REGS., TIT. 8, § 11050 for
- 22 DEFENDANTS' failure to pay minimum wages and liquidated
- 23 damages to DENISE LAI, and other aggrieved employees;
- 24 4. CAL. LAB. CODE §§ 226.7 and 512, and CAL. CODE REGS., TIT.
- 25 8, § 11050 for DEFENDANTS' failure to provide meal periods
- 26 to PLAINTIFFS, and other aggrieved employees;
- 27
- 28

5. CAL. LAB. CODE §§ 226.7 and 512, and CAL. CODE REGS., TIT. 8, § 11050 for DEFENDANTS' failure to provide rest periods to PLAINTIFFS, and other aggrieved employees;
6. CAL. LAB. CODE §§ 226(a), 1174(d), and 1198 for DEFENDANTS' failure to provide accurate itemized wage statements to PLAINTIFFS, and other aggrieved employees and to maintain accurate payroll records for PLAINTIFFS and other aggrieved employees;
7. CAL. LAB. CODE §§ 6300, et seq. for DEFENDANTS' failure to provide a safe and healthy workplace in violation of the California Occupational Safety and Health Act of 1973 to PLAINTIFFS, and other aggrieved employees;
8. CAL. LAB. CODE § 203 for DEFENDANTS' failure to timely pay wages to PLAINTIFFS, and other aggrieved employees,
9. CAL. LAB. CODE § 2800, and 2802 for DEFENDANTS' failure to reimburse necessary business expenses to ELIM YEE, and other aggrieved employees; and,
10. CAL. LAB. CODE § 1198 for DEFENDANTS' failure to provide adequate seating to PLAINTIFFS, and other aggrieved employees

(b) For civil penalties under CAL. LAB. CODE §§ 210, 226.3, 256, 558, 1174.5, 1197.1, and/or 2699(a), (f) and (g), for violations of CAL. LAB. CODE §§ 201, 202, 203, 226, 226.7, 510, 511, 512, 516, 1182.12, 1194, 1194.2, 1197.1, 1198, 6400(a), 6401, 6401.7, 6402, 6403, and 6404;

(c) For attorneys' fees and costs under California Labor Code section 2699(g)(1), and any and all other relevant statutes, for Defendant's violations of CAL. LAB. CODE §§ 201, 202, 203, 226, 226.7, 510, 511,

512, 516, 1182.12, 1194, 1194.2, 1197.1, 1198, 6400(a), 6401, 6401,
6401.7, 6402, 6403, and 6404;

- (d) For pre-judgment and post-judgment interest as provided by law; and
- (e) For such other and further relief as the Court may deem equitable and appropriate.

8. ON ALL CAUSES OF ACTION:

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

WHEREFORE, PLAINTIFFS, individually, and on behalf of the PetVet Class, pray for judgment against PETVET CARE CENTERS (CALIFORNIA), INC., jointly and severally, as follows:

1. ON THE FIRST CAUSE OF ACTION:

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

2. ON THE SECOND CAUSE OF ACTION:

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

3. ON THE THIRD CAUSE OF ACTION:

- (a) For minimum wage compensation and liquidated damages;
- (b) For an award of interest, including prejudgment interest at the legal rate; and,

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

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

(a) For compensatory damages, including lost wages;

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

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

5. ON THE TENTH CAUSE OF ACTION:

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

6. ON THE ELEVENTH CAUSE OF ACTION:

(a) For restitution and disgorgement;

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

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

7. ON THE TWELFTH CAUSE OF ACTION:

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

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

2. CAL. LAB. CODE §§ 510, 1194, 1194.2, and 1198 for DEFENDANTS' failure to pay overtime compensation and liquidated damages to PLAINTIFFS, and other aggrieved employees;

3. CAL. LAB. CODE §§ 1182.12, 1194; 1194.2; 1197; 1197.1; and 1198 and CAL. CODE REGS., TIT. 8, § 11050 for DEFENDANTS' failure to pay minimum wages and liquidated damages to DENISE LAI, and other aggrieved employees;
4. CAL. LAB. CODE §§ 226.7 and 512, and CAL. CODE REGS., TIT. 8, § 11050 for DEFENDANTS' failure to provide meal periods to PLAINTIFFS, and other aggrieved employees;
5. CAL. LAB. CODE §§ 226.7 and 512, and CAL. CODE REGS., TIT. 8, § 11050 for DEFENDANTS' failure to provide rest periods to PLAINTIFFS, and other aggrieved employees;
6. CAL. LAB. CODE §§ 226(a), 1174(d), and 1198 for DEFENDANTS' failure to provide accurate itemized wage statements to PLAINTIFFS, and other aggrieved employees and to maintain accurate payroll records for PLAINTIFFS and other aggrieved employees;
7. CAL. LAB. CODE §§ 6300, et seq. for DEFENDANTS' failure to provide a safe and healthy workplace in violation of the California Occupational Safety and Health Act of 1973 to PLAINTIFFS, and other aggrieved employees;
8. CAL. LAB. CODE § 203 for DEFENDANTS' failure to timely pay wages to PLAINTIFFS, and other aggrieved employees,
9. CAL. LAB. CODE § 2800, and 2802 for DEFENDANTS' failure to reimburse necessary business expenses to ELIM YEE, and other aggrieved employees; and,
10. CAL. LAB. CODE § 1198 for DEFENDANTS' failure to provide adequate seating to PLAINTIFFS, and other aggrieved employees

- (b) For civil penalties under CAL. LAB. CODE §§ 210, 226.3, 256, 558, 1174.5, 1197.1, and/or 2699(a), (f) and (g), for violations of CAL. LAB. CODE §§ 201, 202, 203, 226, 226.7, 510, 511, 512, 516, 1182.12, 1194, 1194.2, 1197.1, 1198, 6400(a), 6401, 6401.7, 6402, 6403, and 6404;
- (c) For attorneys' fees and costs under California Labor Code section 2699(g)(1), and any and all other relevant statutes, for Defendant's violations of CAL. LAB. CODE §§ 201, 202, 203, 226, 226.7, 510, 511, 512, 516, 1182.12, 1194, 1194.2, 1197.1, 1198, 6400(a), 6401, 6401.7, 6402, 6403, and 6404;
- (d) For pre-judgment and post-judgment interest as provided by law; and
- (e) For such other and further relief as the Court may deem equitable and appropriate.

8. ON ALL CAUSES OF ACTION:

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

Dated: February 28, 2022

LAW OFFICES OF DAVID R. GREIFINGER

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

1 **DEMAND FOR JURY TRIAL**

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

3
4 Dated: February 28, 2022

LAW OFFICES OF DAVID R. GREIFINGER

5
6 By: 
7 DAVID R. GREIFINGER
8 CALVIN A. MARSHALL
9 *Attorneys for Plaintiffs and the putative*
10 *Class*

1 **PROOF OF SERVICE**

2 **STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

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

5 On **February 28, 2022** I served the foregoing document described as **FIRST**
6 **AMENDED CLASS ACTION COMPLAINT FOR DAMAGES AND INJUNCTIVE**
7 **RELIEF; ENFORCEMENT ACTION UNDER THE PRIVATE ATTORNEYS**
8 **GENERAL ACT, CALIFORNIA LABOR CODE § 2698, ET SEQ** on the interested
parties in this action by placing [X] a true copy thereof on:

9 Nancy Yaffe
10 Daniel Kitze
11 FOX ROTHSCHILD LLP
12 10250 Constellation Blvd., Suite 900
13 Los Angeles, CA 90067
14 nyaffe@foxrothschild.com
15 dkitze@foxrothschild.com
16 *Attorneys for Defendants*
17 *San Roque Pet Hospital, Inc., Goleta Airport Pet Hospital, Inc.,*
18 *Montecito Pet Hospital, Inc., PetVet Care Centers (California), Inc.,*
19 *and David P. Dawson*

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

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

Executed on **February 28, 2022** at Los Angeles County, California.

26 Calvin Marshall
27 Type or Print Name


Signature