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SERGIO GARCIA*

ELECTRONICALLY FILED
Superior Court of California
County of Ventura

05/02/2025

K. Bieker
Executive Officer and Clerk

By:  Deputy Clerk

Natalie Rosete

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF VENTURA**

SERGIO GARCIA, an individual, and on
behalf of all aggrieved employees

Plaintiff,

vs.

JUNEBUG VETERINARY CORP., INC., a
California corporation; MARY ASHLEY
WAIKART, an individual; and DOES 1
through 50 inclusive

Defendants.

Case No. 2025CUOE043552

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

1. **FAILURE TO PROVIDE MEAL PERIODS** (Cal. Lab. Code, §§ 226.7 & 512, and Cal. Code Regs., tit. 8, § 11050);
2. **FAILURE TO PROVIDE REST PERIODS** (Cal. Lab. Code, §§ 226.7 & 512, and Cal. Code Regs., tit. 8, § 11050);
3. **FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS AND MAINTAIN ACCURATE PAYROLL RECORDS** (Cal. Lab. Code, §§ 226, subd. (a), 1174, subd. (d), & 1198);
4. **FAILURE TO PAY WAGES UPON TERMINATION OF EMPLOYMENT** (Cal. Lab. Code, § 203);
5. **FAILURE TO REIMBURSE BUSINESS EXPENSES** (Cal. Lab. Code, §§ 2800 & 2802);
6. **VIOLATIONS OF THE EQUAL PAY ACT** (Cal. Lab. Code, § 1197.5);
7. **VIOLATION OF LABOR CODE SECTION 558;**

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8. **UNFAIR COMPETITION (Cal. Bus. & Prof. Code, §§ 17200, et seq.);**
9. **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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9 All allegations in this Complaint are based upon information and belief except for

10 those allegations which pertain to the named Plaintiff and his counsel. Each allegation has

11 evidentiary support, or is likely to have evidentiary support, after a reasonable opportunity

12 for further investigation and discovery.

13 **I.**

14 **JURISDICTION AND VENUE**

15 1. The Court has jurisdiction over this Complaint under Code of Civil

16 Procedure section 410.10. Plaintiff brings this complaint on his own behalf.

17 2. Venue is proper in the Court under Code of Civil Procedure sections 395 and

18 395.5 because the claims made, and the Labor Code violations as against the persons

19 identified herein, occurred in the County of Ventura. Further, each of the Defendants

20 operated their businesses in the County of Ventura.

21 3. The Private Attorney Generals Act ("PAGA") authorizes aggrieved

22 employees to sue directly as the proxy of the State of California for civil penalties for

23 violations of various provisions in the California Labor Code.

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II.

THE PARTIES

PLAINTIFF

4. SERGIO GARCIA (referred to as “PLAINTIFF”) is, and at all material times mentioned was:

- (a) An individual who, at all relevant times, resided in the County of Ventura, California;
- (b) Jointly employed as an employee by JUNEBUG VETERINARY CORP., INC., a California corporation; MARY ASHLEY WAIKART, an individual; and DOES 1 through 50 inclusive (“DEFENDANTS”), from on or about August, 2023, to on or about January 6, 2025, as an “Inventory Specialist”;
- (c) Did not receive compliant meal periods or commensurate meal-period premiums;
- (d) Did not receive compliant rest periods or rest-period premiums;
- (e) Did not receive accurate itemized wage statements;
- (f) Was not reimbursed for business expenses that he paid; and,
- (g) Did not receive pay equal to that of his counterparts for the performance of the same or substantially similar work;
- (h) When terminated from his employment, was not paid for wages owed, meal period wages owed, and rest period wages owed within the time limits prescribed by Labor Code section 201.

DEFENDANTS

5. PLAINTIFF is informed and believes, and based upon that information and belief alleges, that JUNEBUG VETERINARY CORP., INC., is, and at all times mentioned was:

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

- 1 (b) Along with MARY ASHLEY WAIKART, and DOES 1 through 50,
2 inclusive, was the former joint employer of PLAINTIFF, and all
3 aggrieved employees, as JUNEBUG VETERINARY CORP., INC.,
4 MARY ASHLEY WAIKART, and DOES 1 through 50 controlled
5 PLAINTIFF's, and all aggrieved employees' wages, hours, working
6 conditions, and how PLAINTIFF, and all aggrieved employees were
7 paid;
- 8 (c) Failed to properly pay PLAINTIFF, and all aggrieved employees for
9 missed meal periods, for missed rest periods, failed to provide
10 PLAINTIFF and all aggrieved employees with accurate itemized wage
11 statements, failed to reimburse business expenses incurred by
12 PLAINTIFF and all aggrieved employees in their course and scope of
13 employment, failed to provide PLAINTIFF with equal pay, and failed
14 to pay PLAINTIFF and all aggrieved employees for wages due upon
15 termination. Each of these transgressions violated the CAL. LAB.
16 CODE.

17 6. PLAINTIFF is informed and believes, and based upon that information and
18 belief alleges, that MARY ASHLEY WAIKART, is, and at all times mentioned was:

- 19 (a) An individual conducting business in Ventura County, California;
20 (b) The Officer and Director of JUNEBUG VETERINARY CORP., INC.;
21 (c) Along with JUNEBUG VETERINARY CORP., INC., and DOES 1
22 through 50, inclusive, was the former joint employer of PLAINTIFF,
23 and all aggrieved employees, as JUNEBUG VETERINARY CORP.,
24 INC., MARY ASHLEY WAIKART, and DOES 1 through 50
25 controlled PLAINTIFF's, and all aggrieved employees' wages, hours,
26 working conditions, and how PLAINTIFF, and all aggrieved
27 employees were paid;
28 (d) Failed to properly pay PLAINTIFF, and all aggrieved employees for

missed meal periods, for missed rest periods, failed to provide PLAINTIFF and all aggrieved employees with accurate itemized wage statements, failed to reimburse business expenses incurred by PLAINTIFF and all aggrieved employees in their course and scope of employment, failed to provide PLAINTIFF with equal pay, and failed to pay PLAINTIFF and all aggrieved employees for wages due upon termination. Each of these transgressions violated the CAL. LAB. CODE.

7. JUNEBUG VETERINARY CORP., INC., MARY ASHLEY WAIKART, and DOES 1 through 50 are collectively referred to as “DEFENDANTS” throughout this Complaint.

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

9. PLAINTIFF is informed and believes, and based upon that information and belief alleges, that Defendant DOES 1 through 50 are persons, corporations or other entities which reside in, or are otherwise doing business in the State of California. Each of the Defendant DOES 1 through 50 was the managerial agent, employee, predecessor, successor, joint-venturer, co-conspirator, alter ego and/or representative of one or more of the other Defendants named herein, and acted with permission, authorization and/or ratification and consent of other Defendants.

10. PLAINTIFF is informed and believes, and based upon that information and belief alleges, that the Defendants named in this Complaint, including DOES 1 through 50, inclusive, are responsible in some manner for one or more of the events and happenings that proximately caused the injuries and damages hereinafter alleged.

1 11. PLAINTIFF is informed and believes, and based upon that information and
2 belief alleges, that the Defendants named in this Complaint, including DOES 1 through 50,
3 inclusive, are, and at all times mentioned herein were, the agents, servants, and/or employees of
4 each of the other Defendants, and that each Defendant was acting within the course of scope of
5 his, hers, or its authority as the agent, servant and/or employee of each of the other Defendants.
6 Consequently, all the Defendants are jointly and severally liable to PLAINTIFFS, and all
7 aggrieved employees for their damages sustained as a proximate result of Defendants' conduct.

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

20 **ALTER-EGO ALLEGATIONS**

21 13. PLAINTIFF is informed and believes, and based upon that information and
22 belief alleges, that:

23 (a) JUNEBUG VETERINARY CORP., INC., and DOES 1 through 50, are, and
24 at all relevant times were, mere shells without capital, assets, stock or stockholders;

25 (b) Defendants JUNEBUG VETERINARY CORP., INC., and DOES 1 through
26 50 are, and at all relevant times were, the alter ego of Defendants MARY ASHLEY
27 WAIKART, and DOES 1 through 50, inclusive, and each of them, who were the controlling
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1 shareholders, officers, and directors of JUNEBUG VETERINARY CORP., INC., and
2 DOES 1 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 JUNEBUG VETERINARY CORP., INC., and DOES 1 through 50,
6 inclusive were and are under their control and domination; and

7 (d) JUNEBUG VETERINARY CORP., INC., and DOES 1 through 50, inclusive
8 are, and at all relevant times were, completely controlled, dominated, managed and
9 operated by MARY ASHLEY WAIKART, and Defendants DOES 1 through 50, inclusive,
10 and each of them, so that JUNEBUG VETERINARY CORP., INC., and DOES 1 through
11 50 were mere shells, instrumentalities, and/or conduits through which each of these
12 Defendants conducted some or all of their/its business. Adherence to the fiction of the
13 separate existence of JUNEBUG VETERINARY CORP., INC., and DOES 1 through 50,
14 inclusive as entities distinct from MARY ASHLEY WAIKART, Defendants DOES 1
15 through 50, inclusive, or any of them, would permit an abuse of the corporate privilege and
16 sanction fraud or promote injustice in that, among other things, it would enable each of
17 these Defendants to avoid liability and to defraud his, her, or its creditors, the effect of
18 which would be to render each Defendant financially unable to respond to a monetary
19 judgment awarded against each or any of them in the action.

20 14. PLAINTIFF and all persons employed by DEFENDANTS in California who
21 received at least one wage statement are “aggrieved employees” as defined by CAL. LAB. CODE
22 § 2699 in that they are all current or former employees of DEFENDANTS, and one or more of
23 the alleged violations was committed against them.

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III.

PAGA REPRESENTATIVE ALLEGATIONS

15. At all times herein set forth, PAGA provides that any provision of law under the Labor Code and applicable IWC Wage Order that provides for a civil penalty to be assessed and collected by the LWDA for violations of the Labor Code and applicable IWC Wage Order may, as an alternative, be recovered by aggrieved employees in a civil action brought on behalf of themselves and other current or former employees pursuant to procedures outlined in Labor Code section 2699.3.

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

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

18. On February 12, 2025, PLAINTIFF provided written notice by online filing to the LWDA and by Certified Mail to DEFENDANTS of the specific provisions of the California Labor Code alleged to have been violated, including facts and theories to support the alleged violations, in accordance with Labor Code section 2699.3. PLAINTIFF’s notice was accompanied with the applicable filing fee of seventy-five dollars (\$75). The LWDA PAGA Administrator confirmed receipt of Plaintiff’s notice and assigned Plaintiff PAGA Case Number LWDA-CM-1079656-25.

19. PLAINTIFF has satisfied the administrative prerequisites under Cal. Labor Code sections 2699.3, subdivision (a) and 2699.3, subdivision (c) to recover civil penalties against DEFENDANTS for violations of Labor Code sections 201, 202, 203, 226, 226.7, 512, 516, 558, 1174, 1197.5, 1198, 2800, 2802, and the applicable Cal. Code of Regulations.

20. Cal. Labor Code section 558, subdivision (a) provides, “Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this

chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid....(2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid....” Labor Code section 558, subdivision (d) provides, “The civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law.”

21. DEFENDANTS, at all times relevant to this complaint, were employers or persons acting on behalf of an employer(s) who violated PLAINTIFF’s and other aggrieved employees’ rights by violating various sections of the Labor Code as set forth above.

22. As set forth below, DEFENDANTS have violated numerous provisions of both the Labor Code sections regulating hours and days of work as well as the applicable IWC Wage Order.

23. Pursuant to PAGA, and in particular, Cal. Labor Code sections 2699, subdivision (a), 2699.3, subdivision (a), 2699.3, subdivision (c), 2699.5, and section 558, PLAINTIFF, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for himself, all other aggrieved employees, and the State of California against DEFENDANTS for violations of Cal. Labor Code sections 201, 202, 203, 226, 226.7, 512, 516, 558, 1174, 1197.5, 1198, 2800, 2802, and the applicable Cal. Code of Regulations.

IV.

THE CONDUCT

24. DEFENDANTS own and operate, and do business as, the “Topa Mountain Animal Hospital” veterinary center, located at 600 N. Ventura Ave., Oak View, CA 93022.

25. 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 but not limited to assistant managers, hospital managers, office managers, inventory specialists, receptionists, lead veterinary assistants, veterinary assistants, animal care specialists, janitors, and other support and office staff.

1 26. DEFENDANTS jointly employed PLAINTIFF from on or about August,
2 2023, to on or about January 6, 2025, as an “Inventory Specialist.”

3 27. DEFENDANTS paid PLAINTIFF \$27.50 per hour, throughout his
4 employment. PLAINTIFF’s job duties included, among other things, inventory, veterinary
5 technician, pharmacy, receptionist, handyman, and controlled substance data logging
6 duties, for DEFENDANTS, in California.

7 28. DEFENDANTS exercised complete and unfettered control over
8 PLAINTIFF’s, and all aggrieved employees’ work schedules; their hours worked; their
9 rates of pay and methods of payment; dictated how PLAINTIFF, and all aggrieved
10 employees, would actually perform their jobs; and dictated if and when PLAINTIFF and all
11 aggrieved employees could take meal or rest breaks. PLAINTIFF and all aggrieved
12 employees could not exercise discretion and independent judgment regarding the tasks they
13 performed. PLAINTIFF and all aggrieved employees had to obtain approval on any action
14 taken in the course of working for DEFENDANTS. PLAINTIFF and all aggrieved
15 employees also did not have authority to hire or fire employees nor did he have any input
16 regarding whether to hire and fire employees. Therefore, under California Code of
17 Regulations, title 8, section 11050, subdivision (1), the provisions of the applicable
18 California Wage Order apply to PLAINTIFF and all aggrieved employees. PLAINTIFF and
19 all aggrieved employees were not exempt employees.

20 29. DEFENDANTS typically employed PLAINTIFF on Mondays through
21 Fridays. PLAINTIFF was typically scheduled by DEFENDANTS to work from 9:00 a.m. to
22 6:00 p.m. However, DEFENDANTS would usually require that PLAINTIFF work until
23 6:45 p.m., or later, to address late animal pick-ups.

24 30. Approximately two times per week, DEFENDANTS failed to provide
25 PLAINTIFF, and other aggrieved employees with code-compliant thirty (30) minute meal
26 periods during shifts in excess of five (5) hours. When meal periods were provided, they were
27 occasionally not provided at the correct times, or were interrupted. DEFENDANTS effectively
28 maintained control over PLAINTIFF, and all aggrieved employees during the meal periods that

1 were provided. On each day where a code-compliant thirty (30) minute meal period was not
2 provided to PLAINTIFF, and all aggrieved employees, DEFENDANTS failed to pay
3 PLAINTIFF, and all aggrieved employees one additional hour of pay at their regular rates of
4 pay. At the beginning of 2024, Defendants only paid PLAINTIFF a single meal period premium
5 payment.

6 31. DEFENDANTS did not provide PLAINTIFF, and all aggrieved employees with
7 a code compliant 10-minute net rest period for every four (4) hours or major fraction thereof
8 worked. Where rest periods were provided, they were shorter in duration than 10 minutes, were
9 interrupted, or were not provided every four (4) hours or major fraction thereof worked.
10 Additionally, PLAINTIFF and other aggrieved employees often could not leave
11 DEFENDANTS' premises during rest periods that were provided. DEFENDANTS effectively
12 maintained control over PLAINTIFF, and all aggrieved employees during rest periods that were
13 provided. On each day when code-compliant ten (10) minute rest periods were not provided to
14 PLAINTIFF, and all aggrieved employees, DEFENDANTS failed to pay PLAINTIFF, and all
15 aggrieved employees one additional hour of pay at their regular rates of pay.

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

24 33. DEFENDANTS' wage statements for PLAINTIFF and other aggrieved
25 employees did not conform with CAL. LAB. CODE § 226. DEFENDANTS were required to
26 provide PLAINTIFF and other aggrieved employees with wage statements that accurately
27 reflected such items as PLAINTIFF's, and other aggrieved employees' hours worked, including
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1 missed meal periods, and rest periods, the correct rate of pay, and the correct address of the
2 employer entity.

3 34. DEFENDANTS failed to reimburse PLAINTIFF and all aggrieved employees
4 for all necessary expenditures incurred in their course and scope of employment, including
5 the use of personal vehicles. DEFENDANTS frequently required PLAINTIFF to run
6 errands for DEFENDANTS, such as travelling to the UPS Store, and obtaining supplies to
7 paint DEFENDANTS' facilities. DEFENDANTS did not reimburse PLAINTIFF and other
8 aggrieved employees for these necessary business expenses incurred in the course and
9 scope of their employment.

10 35. PLAINTIFF is informed and believes, and based on that belief alleges that, with
11 respect to his employment, DEFENDANTS violated the Equal Pay Act (CAL. LAB. CODE §
12 1197.5). PLAINTIFF was the only male that worked at DEFENDANTS' facilities and
13 PLAINTIFF is also Latino. DEFENDANTS required PLAINTIFF to perform more work than
14 any other employee of DEFENDANT, and fulfill more positions than any other employee of
15 DEFENDANT, while his fellow female co-workers, who were performing the same work, or
16 lower amounts of the same work, or work that required less responsibility, received numerous
17 raises to higher hourly rates than PLAINTIFF received from DEFENDANTS. PLAINTIFF saw
18 no bona fide factor besides gender, race, or ethnicity for the pay differentials.

19 36. CAL. LAB. CODE section 201(a) provides that a discharged employee's unpaid
20 wages are due and payable immediately. Under CAL. LAB. CODE § 202(a), when an employee
21 not having a written contract for a definite period is terminated, his or her wages become
22 immediately due and payable. CAL. LAB. CODE section 203(a) provides, "If an employer
23 willfully fails to pay, without abatement or reduction, in accordance with Sections [201 and
24 202], any wages of an employee who is discharged or who quits, the wages of the employee
25 shall continue as a penalty from the due date thereof at the same rate until paid or until an action
26 therefore is commenced; but the wages shall not continue for more than 30 days."

27 37. As a result, under CAL. LAB. CODE section 203, PLAINTIFF, and all aggrieved
28 employees are entitled to one day's wages for each day they were not timely paid all wages due,

up to a maximum of 30 days' wages. Because DEFENDANTS failed to pay meal period wages, and rest period wages to PLAINTIFF, and all aggrieved employees, each of these individuals whose employment has been terminated during the applicable statutory period, including PLAINTIFF, are entitled to 30 days' wages. Additionally, despite terminating PLAINTIFF on or about January 6, 2025, DEFENDANTS willfully failed to provide PLAINTIFF with a second "final" paycheck until January 24, 2025. That second "final" paycheck was unsigned.

FIRST CAUSE OF ACTION

FOR FAILURE TO PROVIDE MEAL PERIODS

(CAL. LAB. CODE §§ 226.7 & 512, and Cal. Code Regs., tit. 8, § 11050)

(By PLAINTIFF, on his own behalf, and against all DEFENDANTS)

38. PLAINTIFF repeats and re-alleges paragraphs 1 through 37, inclusive, of this Complaint and they are incorporated herein by this reference.

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

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

41. At all times relevant hereto, PLAINTIFF worked more than five (5) hours in a workday for DEFENDANTS.

42. Approximately two times per week, DEFENDANTS failed to provide PLAINTIFF with code-compliant thirty (30) minute meal periods during shifts in excess of five (5) hours. When meal periods were provided, they were occasionally not provided at the correct times, or were interrupted. DEFENDANTS effectively maintained control over PLAINTIFF during the meal periods that were provided. On each day where a code-compliant thirty (30) minute meal period was not provided to PLAINTIFF, DEFENDANTS failed to pay

1 PLAINTIFF, and all aggrieved employees one additional hour of pay at their regular rates of
2 pay. At the beginning of 2024, Defendants only paid PLAINTIFF a single meal period premium
3 payment.

4 43. DEFENDANTS have intentionally and improperly denied meal periods to
5 PLAINTIFF in violation of CAL. LAB. CODE §§ 226.7 and 512 and CAL. CODE REGS., TIT. 8, §
6 11050(11) and other regulations and statutes.

7 44. By virtue of the DEFENDANTS' unlawful failure to provide meal periods to
8 PLAINTIFF, PLAINTIFF has suffered, and will continue to suffer, damages in amounts which
9 are presently unknown to PLAINTIFF, but which damages exceed the jurisdictional limits of
10 the court and which will be ascertained according to proof at trial.

11 45. PLAINTIFF is informed and believes, and based upon that information and
12 belief alleges, that DEFENDANTS purposely elected not to provide meal periods to their
13 employees. DEFENDANT acted intentionally, oppressively, and maliciously toward
14 PLAINTIFF, with a conscious disregard of his rights, or the consequences to PLAINTIFF, with
15 the intent of depriving PLAINTIFF of property and legal rights and otherwise causing
16 PLAINTIFF injury.

17 46. PLAINTIFF seeks to recover meal-period compensation according to proof,
18 interest, all applicable statutory penalties against DEFENDANTS, in a sum as provided by the
19 CAL. LAB. CODE and/or other statutes, and reasonable attorneys' fees and costs.

20 **SECOND CAUSE OF ACTION**

21 **FOR FAILURE TO PROVIDE REST PERIODS**

22 **(CAL. LAB. CODE §§ 226.7 & 512, and Cal. Code Regs., tit. 8, § 11050)**

23 **(By PLAINTIFF, on his own behalf, and against all DEFENDANTS)**

24 47. PLAINTIFF repeats and re-alleges paragraphs 1 through 46, inclusive, of this
25 Complaint and they are incorporated herein by this reference.

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

1 49. CAL. LAB. CODE §§ 226.7 and CAL. CODE REGS., TIT. 8, § 11050(12)(B) provide
2 that if an employer fails to provide an employee with rest periods in accordance with those
3 statutes, the employer shall pay the employee one (1) hour of pay at the employee's regular rate
4 of compensation for each workday that the rest period was not provided. The Wage Order
5 provides a separate remedy for violations of meal period requirements and violations of rest
6 period requirements" and section 226.7 allows recovery of up to two premium payments per
7 work day – one for each type of violation. (*United Parcel Service, Inc., v. Superior Court* (2011)
8 196 Cal.App.4th 57, 69.)

9 50. At all times relevant hereto, PLAINTIFF worked more than four hours in a
10 workday for DEFENDANTS.

11 51. At all times relevant hereto, DEFENDANTS failed to provide rest periods to
12 PLAINTIFF as required by CAL. LAB. CODE §§ 226.7 and CAL. CODE REGS., TIT. 8, §
13 11050(12).

14 52. DEFENDANTS did not provide PLAINTIFF with a code compliant 10-minute
15 net rest period for every four (4) hours or major fraction thereof worked. Where rest periods
16 were provided, they were shorter in duration than 10 minutes, were interrupted, or were not
17 provided every four (4) hours or major fraction thereof worked. Additionally, PLAINTIFF often
18 could not leave DEFENDANTS' premises during rest periods that were provided.
19 DEFENDANTS effectively maintained control over PLAINTIFF during rest periods that were
20 provided. On each day when code-compliant ten (10) minute rest periods were not provided to
21 PLAINTIFF, DEFENDANTS failed to pay PLAINTIFF one additional hour of pay at their
22 regular rates of pay.

23 53. DEFENDANTS have intentionally and improperly denied rest periods to
24 PLAINTIFF, in violation of CAL. LAB. CODE §§ 226.7 and 512 and CAL. CODE REGS., TIT. 8, §
25 11050(12).

26 54. By virtue of the DEFENDANTS' unlawful failure to provide rest periods to the
27 PLAINTIFF, PLAINTIFF, has suffered, and will continue to suffer, damages in amounts that
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1 are presently unknown to PLAINTIFF, but which exceed the jurisdictional limits of the court
2 and which will be ascertained according to proof at trial.

3 55. PLAINTIFF is informed and believes, and based upon that information and
4 belief alleges, that DEFENDANTS knew or should have known that PLAINTIFF was entitled
5 to rest periods and purposely elected not to provide rest periods. DEFENDANTS acted
6 intentionally, oppressively, and maliciously toward PLAINTIFF, with a conscious disregard of
7 his rights, or the consequences to PLAINTIFF, with the intent of depriving PLAINTIFF of
8 property and legal rights and otherwise causing PLAINTIFF injury.

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

12 **THIRD CAUSE OF ACTION**
13 **FOR FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS AND**
14 **MAINTAIN ACCURATE PAYROLL RECORDS**

15 (CAL. LAB. CODE §§ 226, subd. (a), 1174, subd. (d), & 1198)

16 (By PLAINTIFF, on his own behalf, and against all DEFENDANTS)

17 57. PLAINTIFF re-alleges paragraphs 1 through 56, inclusive, of this Complaint
18 and they are incorporated herein by this reference.

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

21 Every employer shall, semimonthly or at the time of each payment of
22 wages, furnish each of his or her employees, either as a detachable
23 part of the check, draft, or voucher paying the employee's wages, or
24 separately when wages are paid by personal check or cash, an
25 accurate itemized statement in writing showing (1) gross wages
26 earned, (2) total hours worked by the employee, except for any
27 employee whose compensation is solely based on a salary and who is
28 exempt from payment of overtime under subdivision (a) of Section
515 or any applicable order of the Industrial Welfare Commission,
(3)) the number of piece-rate units earned and any applicable piece
rate if the employee is paid on a piece-rate basis, (4) all deductions,
provided that all deductions made on written orders of the employee
may be aggregated and shown as one item, (5) net wages earned, (6)
the inclusive dates of the period for which the employee is paid, (7)

1 the name of the employee and only the last four digits of his or her
2 social security number or an employee identification number other
3 than a social security number, (8) the name and address of the legal
4 entity that is the employer and, if the employer is a farm labor
5 contractor, as defined in subdivision (b) of Section 1682, the name
6 and address of the legal entity that secured the services of the
7 employer, and (9) all applicable hourly rates in effect during the pay
8 period and the corresponding number of hours worked at each hourly
9 rate by the employee and, beginning July 1, 2013, if the employer is a
10 temporary services employer as defined in Section 201.3, the rate of
11 pay and total hours worked for each temporary services assignment.

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

16 60. Additionally, CAL. LAB. CODE section 1174(d) provides, “Every person
17 employing labor in this state shall...[k]eep a record showing the names and addresses of all
18 employees employed and the ages of all minors” and “[k]eep, at a central location in the state or
19 at the 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 and
21 any applicable piece rate paid to, employees employed at the respective plants or
22 establishments....”

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

26 62. DEFENDANTS’ wage statements for PLAINTIFF did not conform with CAL.
27 LAB. CODE § 226. DEFENDANTS were required to, but did not provide PLAINTIFF with wage
28 statements that accurately reflected PLAINTIFF’s hours worked, including missed meal
periods, and rest periods, the correct rate of pay, and the correct address of the employer entity.

63. PLAINTIFF was damaged by these failures because, among other things, the
failures led PLAINTIFF to believe that he was not entitled to be paid for all hours worked
even though he was so entitled, and because these failures hindered PLAINTIFF from

1 determining the amounts of wages owed to him.

2 64. PLAINTIFF is also informed and believes, and based upon that information
3 and belief alleges, that DEFENDANTS willfully failed to maintain accurate payroll records
4 showing the daily hours PLAINTIFF worked and the wages that should have been paid as a
5 result of failing to record hours that PLAINTIFF worked, as well as PLAINTIFF's missed
6 meal periods and rest periods.

7 65. PLAINTIFF seeks to recover damages, penalties, and interest under Labor
8 Code sections 226, 1174, and 1198, and reasonable attorneys' fees and costs.

9 **FOURTH CAUSE OF ACTION**
10 **FOR FAILURE TO PAY WAGES UPON TERMINATION OF EMPLOYMENT**

11 **(CAL. LAB. CODE § 203)**

12 **(By PLAINTIFF, on his own behalf, and against all DEFENDANTS)**

13 66. PLAINTIFF re-alleges paragraphs 1 through 65, inclusive, of this Complaint
14 and they are incorporated herein by this reference.

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

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

24 69. PLAINTIFF did not have a written contract for definite terms of employment.
25 DEFENDANTS discharged PLAINTIFF from his employment within the applicable statute of
26 limitations. DEFENDANTS willfully failed to pay PLAINTIFF the wages due to him—without
27 abatement or reduction.

70. Under CAL. LAB. CODE section 203, PLAINTIFF is entitled to one day's wages for each day he was not timely paid all wages due, up to a maximum of 30 days' wages. Because DEFENDANTS failed to pay final wages owed, meal period wages owed, and rest period wages owed, PLAINTIFF seeks to recover 30 days' wages, and applicable penalties. PLAINTIFF also seeks reasonable attorneys' fees and costs.

FIFTH CAUSE OF ACTION
FOR FAILURE TO REIMBURSE BUSINESS EXPENSES
(CAL. LAB. CODE §§ 2800 & 2802)

(By PLAINTIFF, on his own behalf, and against all DEFENDANTS)

71. PLAINTIFF re-alleges paragraphs 1 through 70, inclusive, of this Complaint and they are incorporated herein by this reference.

72. CAL. LAB. CODE sections 2800 and 2802 provide that an employer must reimburse employees for all necessary expenditures incurred in an employee's course and scope of employment.

73. PLAINTIFF incurred necessary business-related expenses and costs that were not fully reimbursed by DEFENDANTS.

74. Necessary unreimbursed business-related expenses included but were not limited to the use of personal vehicles. DEFENDANTS frequently required PLAINTIFF to run errands for DEFENDANTS, such as travelling to the UPS Store, and obtaining supplies to paint DEFENDANTS' facilities. DEFENDANTS did not reimburse PLAINTIFF for these necessary business expenses incurred in the course and scope of their employment.

75. DEFENDANTS intentionally and willfully failed to fully reimburse PLAINTIFF for necessary business-related expenses and costs in violation of CAL. LAB. CODE sections 2800 and 2802.

76. Under CAL. LAB. CODE sections 2800 and 2802, PLAINTIFF seeks to recover her business-related expenses incurred during the course and scope of his employment with DEFENDANTS, plus interest and penalties. PLAINTIFF also seeks reasonable attorneys' fees and costs.

SIXTH CAUSE OF ACTION
FOR VIOLATION OF THE EQUAL PAY ACT

(CAL. LAB. CODE § 1197.5)

(By PLAINTIFF, on his own behalf, and against all DEFENDANTS)

77. PLAINTIFF re-alleges paragraphs 1 through 76, inclusive, of this Complaint and they are incorporated herein by this reference.

78. Labor Code section 1197.5 (the Equal Pay Act) provides:

(a) An employer shall not pay any of its employees at wage rates less than the rates paid to employees of the opposite sex for substantially similar work, when viewed as a composite of skill, effort, and responsibility, and performed under similar working conditions, except where the employer demonstrates:

(1) The wage differential is based upon one or more of the following factors:

(A) A seniority system.

(B) A merit system.

(C) A system that measures earnings by quantity or quality of production.

(D) A bona fide factor other than sex, such as education, training, or experience. This factor shall apply only if the employer demonstrates that the factor is not based on or derived from a sex-based differential in compensation, is job related with respect to the position in question, and is consistent with a business necessity. For purposes of this subparagraph, "business necessity" means an overriding legitimate business purpose such that the factor relied upon effectively fulfills the business purpose it is supposed to serve. This defense shall not apply if the employee demonstrates that an alternative business practice exists that would serve the same business purpose without producing the wage differential.

(2) Each factor relied upon is applied reasonably.

(3) The one or more factors relied upon account for the entire wage differential. Prior salary shall not, by itself, justify any disparity in compensation.

(b) An employer shall not pay any of its employees at wage rates less than the rates paid to employees of another race or ethnicity for substantially similar work, when

viewed as a composite of skill, effort, and responsibility, and performed under similar working conditions, except where the employer demonstrates:

(1) The wage differential is based upon one or more of the following factors:

(A) A seniority system.

(B) A merit system.

(C) A system that measures earnings by quantity or quality of production.

(D) A bona fide factor other than race or ethnicity, such as education, training, or experience. This factor shall apply only if the employer demonstrates that the factor is not based on or derived from a race- or ethnicity-based differential in compensation, is job related with respect to the position in question, and is consistent with a business necessity. For purposes of this subparagraph, “business necessity” means an overriding legitimate business purpose such that the factor relied upon effectively fulfills the business purpose it is supposed to serve. This defense shall not apply if the employee demonstrates that an alternative business practice exists that would serve the same business purpose without producing the wage differential.

(2) Each factor relied upon is applied reasonably.

(3) The one or more factors relied upon account for the entire wage differential.

(4) Prior salary shall not justify any disparity in compensation. Nothing in this section shall be interpreted to mean that an employer may not make a compensation decision based on a current employee’s existing salary, so long as any wage differential resulting from that compensation decision is justified by one or more of the factors listed in this subdivision.

79. PLAINTIFF is informed and believes, and based on that belief alleges that, with respect to his employment, DEFENDANTS violated the Equal Pay Act (CAL. LAB. CODE § 1197.5). PLAINTIFF was the only male that worked at DEFENDANTS’ facilities and PLAINTIFF is also Latino. DEFENDANTS required PLAINTIFF to perform more work than any other employee of DEFENDANT, and fulfill more positions than any other employee of DEFENDANT, while his fellow female co-workers, who were performing the same work, or lower amounts of the same work, or work that required less responsibility, received numerous raises to higher hourly rates than PLAINTIFF received from DEFENDANTS.

80. The difference in wages offered to PLAINTIFF’s counterparts were not due

1 to any of the factors listed in Labor Code section 1179.5, subdivision (a)(1) or (b)(1).

2 81. PLAINTIFF seeks to recover the difference between the wages paid to her by
3 DEFENDANTS and the wages DEFENDANTS offered to a male counterpart who was set
4 to perform substantially similar work as PLAINTIFF, according to proof, interest, and all
5 applicable statutory penalties against DEFENDANTS, in a sum as provided by the Labor
6 Code section 1197.5, subdivision (h) and/or other statutes, and reasonable attorneys' fees
7 and costs.

8 **SEVENTH CAUSE OF ACTION**

9 **FOR VIOLATION OF CALIFORNIA LABOR CODE SECTION 558**

10 **(CAL. LAB. CODE § 558)**

11 **(By PLAINTIFF, on his own behalf, and against all DEFENDANTS)**

12 82. PLAINTIFF re-alleges paragraphs 1 through 81, inclusive, of this Complaint
13 and they are incorporated herein by this reference.

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

25 84. At all relevant times, DEFENDANTS violated the rights of PLAINTIFF by
26 violating various sections of the Labor Code. PLAINTIFF seeks the remedies set forth in
27 CAL. LAB. CODE section 558, and reasonable attorneys' fees and costs.

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1 **EIGHTH CAUSE OF ACTION**

2 **FOR UNFAIR COMPETITION**

3 **(Bus. & Prof. Code §§ 17200 et seq.)**

4 **(By PLAINTIFF, on his own behalf, and against all DEFENDANTS)**

5 85. PLAINTIFF re-alleges paragraphs 1 through 84, inclusive, of this Complaint
6 and they are incorporated herein by this reference.

7 86. Each of the DEFENDANTS is a “person” as that term is defined under
8 Business and Professions Code section 17021.

9 87. Business and Professions Code section 17200 defines unfair competition as
10 any unlawful, unfair, or fraudulent business act or practice. At all relevant times, by and
11 through the conduct described herein, DEFENDANTS have engaged in unfair and unlawful
12 practices by, among other violations, failing to provide compliant meal periods to
13 PLAINTIFF, failing to provide compliant rest periods to PLAINTIFF, failing to provide
14 accurate wage statements to PLAINTIFF, failing to provide reimbursement of necessary
15 business expenses to PLAINTIFF, failing to provide equal pay to PLAINTIFF, and failing
16 to provide wages due upon termination of employment to PLAINTIFF, under the applicable
17 Cal. Labor Code and Industrial Welfare Commission requirements in violation of Business
18 and Professions Code section 17200 *et seq.*, and have thereby deprived PLAINTIFF of
19 fundamental rights and privileges.

20 88. By and through the unfair and unlawful business practices described herein,
21 DEFENDANTS have obtained valuable property, money, and services from PLAINTIFF
22 and have deprived him of valuable rights and benefits guaranteed by law, all to the
23 detriment of PLAINTIFF.

24 89. All the acts described herein are violations of, among other things, the Labor
25 Code and Industrial Welfare Commission Wage Order 5; are unlawful and in violation of
26 public policy; and in addition are immoral, unethical, oppressive, and unscrupulous, and
27 thereby constitute unfair and unlawful business practices in violation of Business and
28 Professions Code section 17200 *et seq.*

1 90. PLAINTIFF is entitled to and seeks such relief as may be necessary to
2 restore to them the money and property that DEFENDANTS have acquired, or of which
3 PLAINTIFF has been deprived by means of the above-described unfair and unlawful
4 business practices.

5 91. PLAINTIFF is further entitled to seek a declaration that the above-described
6 business practices are unfair and unlawful and that an injunctive relief should be issued
7 restraining DEFENDANTS from engaging in any of the above-described unfair and
8 unlawful business practices in the future.

9 92. PLAINTIFF has no plain, speedy, and/or adequate remedy at law to redress
10 the injuries that she has suffered as a consequence of DEFENDANTS' unfair and unlawful
11 business practices. As a result of the unfair and unlawful business practices described
12 above, PLAINTIFF has suffered and will continue to suffer irreparable harm unless
13 DEFENDANTS are restrained from continuing to engage in these unfair and unlawful
14 business practices. In addition, DEFENDANTS should be required to disgorge the unpaid
15 moneys to PLAINTIFF.

16 **NINTH CAUSE OF ACTION**
17 **FOR PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT**

18 **(CAL. LAB. CODE §§ 2698 et seq.)**

19 **(By PLAINTIFF, On His Own Behalf, and As a Private Attorneys General for All**
20 **Aggrieved Employees, and Against All Defendants)**

21 93. PLAINTIFF repeats and re-alleges paragraphs 1 through 92, inclusive, of this
22 Complaint and they are incorporated herein by this reference.

23 94. CAL. LAB. CODE sections 2698-2699, the Private Attorneys General Act of 2004
24 expressly establishes that any provision of the Labor Code that provides for a civil penalty to be
25 assessed and collected by the Labor and Workforce Development Agency ("LWDA"), or any of
26 its departments, divisions, commissions, boards, agencies or employees for a violation of the
27 Labor Code, may be recovered through a civil action brought by an aggrieved employee on
28 behalf of himself or herself, and other current or former employees.

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

5 96. PLAINTIFF and all persons employed by DEFENDANTS as hourly paid
6 employees, or misclassified employees, are “aggrieved employees” as defined by Labor Code
7 section 2699 in that they are all current or former employees of DEFENDANTS, and one or
8 more of the alleged violations was committed against them.

9 97. PLAINTIFF asserts all of his claims in this Complaint on his own behalf and on
10 behalf of all aggrieved employees in his capacity as a Private Attorney General and seeks all
11 statutory penalties available under Labor Code sections 2698-2699.

12 98. On February 12, 2025, PLAINTIFF gave written notice by certified mail to
13 DEFENDANTS of the specific code provisions alleged to have been violated, as required by
14 Labor Code section 2699.3. On the same date, PLAINTIFF submitted a “PAGA Claim Notice”
15 to the LWDA through its online portal. PLAINTIFF’s PAGA Notice Letter and LWDA Claim
16 Submissions indicated that he, “...as an aggrieved employee, on his own behalf and on behalf of
17 other aggrieved employees of Junebug Veterinary Corp., Inc. dba Topa Mountain Animal
18 Hospital, Mary Ashley Waikart, and any other affiliated entity (collectively referred to herein as
19 “JUNEBUG” and/or “Defendants”), intends to avail himself of the protections granted by the
20 CALIFORNIA LABOR CODE PRIVATE ATTORNEY GENERAL ACT OF 2004 (“the Act”) (LAB. CODE,
21 § 2698 et seq.).” The statutory waiting period for PLAINTIFF to add these allegations to the
22 Complaint has expired. As a result, pursuant to Labor Code section 2699.3, PLAINTIFF, on
23 behalf of himself and all aggrieved employees, may now commence a representative civil action
24 under Labor Code section 2699 as the proxy of the State of California.

25 99. DEFENDANTS’ conduct, as alleged herein, violates numerous sections of the
26 CAL. LAB. CODE, including, but not limited to, the following:
27
28

- a. Violations of CAL. LAB. CODE sections 226.7, 512, and 516, 1198, and California Code of Regulations, title 8, section 11050 for DEFENDANTS' failure to provide meal periods to PLAINTIFF, and other aggrieved employees;
- b. Violations of CAL. LAB. CODE sections 226.7, 512, 516, and 1198, and California Code of Regulations, title 8, section 11050 for DEFENDANTS' failure to provide rest periods to PLAINTIFF, and other aggrieved employees;
- c. Violations of CAL. LAB. CODE sections 226, subdivision (a), 1174, subdivision (d), and 1198 for DEFENDANTS' failure to provide accurate itemized wage statements to PLAINTIFF, and other aggrieved employees and to maintain accurate payroll records for PLAINTIFF and other aggrieved employees;
- d. Violations of CAL. LAB. CODE sections 2800 and 2802 for DEFENDANTS' failure to reimburse business expenses to PLAINTIFF, and other aggrieved employees;
- e. Violations of CAL. LAB. CODE section 1197.5 for failing to provide equal pay to PLAINTIFF for substantially similar work;
- f. Violations of CAL. LAB. CODE sections 201, 202, and 203 for DEFENDANTS' failure to timely pay wages to PLAINTIFF, and other aggrieved employees;

100. Therefore, PLAINTIFF, on his own behalf and on behalf of all aggrieved employees, can and hereby does seeks recovery of all civil penalties as prescribed by the CAL. LAB. CODE sections and the Private Attorneys General Act of 2004, as the representative of the State of California, for the illegal conduct perpetrated on PLAINTIFF, and all aggrieved employees by DEFENDANTS.

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1 **PRAYER**

2 WHEREFORE, PLAINTIFF, individually, prays for judgment against each
3 Defendant, jointly and severally, as follows:

4 **1. ON THE FIRST, SECOND, THIRD, FOURTH, FIFTH, AND SIXTH**
5 **CAUSES OF ACTION:**

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

10 **2. ON THE SEVENTH CAUSE OF ACTION:**

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

12 **3. ON THE EIGHTH CAUSE OF ACTION:**

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

19 **4. ON THE NINTH CAUSE OF ACTION:**

- 20 (a) That the Court declare, adjudge and decree that DEFENDANTS
21 violated the following Labor Code provisions as to PLAINTIFF
22 and/or other aggrieved employees:

- 23 1. CAL. LAB. CODE sections 226.7 and 512, 516, 1198, and
24 California Code of Regulations, title 8, section 11050 for
25 DEFENDANTS' failure to provide meal periods to
26 PLAINTIFF, and other aggrieved employees;
27 2. CAL. LAB. CODE sections 226.7 and 512, 516, 1198, and
28 California Code of Regulations, title 8, section 11050 for

1 DEFENDANTS' failure to provide rest periods to PLAINTIFF,
2 and other aggrieved employees;

3 3. CAL. LAB. CODE sections 226, subdivision (a), 1174,
4 subdivision (d), and 1198 for DEFENDANTS' failure to
5 provide accurate itemized wage statements to PLAINTIFF, and
6 other aggrieved employees and to maintain accurate payroll
7 records for PLAINTIFF and other aggrieved employees;

8 4. CAL. LAB. CODE sections 2800 and 2802 for DEFENDANTS'
9 failure to reimburse business expenses to PLAINTIFF and
10 other aggrieved employees;

11 5. CAL. LAB. CODE section 1197.5 for DEFENDANTS' failure to
12 provide equal pay to PLAINTIFF for substantially similar
13 work;

14 6. CAL. LAB. CODE sections 201, 202, 203 for DEFENDANTS'
15 failure to timely pay wages to PLAINTIFF, and other
16 aggrieved employees,

17 (b) For civil penalties pursuant to CAL. LAB. CODE sections 210, 226.3,
18 256, 558, 1174.5, 1197.1, and/or 2699, subdivisions (a), (f) and (g),
19 for violations of CAL. LAB. CODE sections 201, 202, 203, 226, 226.7,
20 512, 516, 558, 1174, 1197.5, 1198, 2800, and 2802;

21 (c) For attorneys' fees and costs pursuant to California Labor Code
22 section 2699, subdivision (g)(1), and any and all other relevant
23 statutes, for Defendant's violations of CAL. LAB. CODE sections 201,
24 202, 203, 226, 226.7, 512, 516, 558, 1174, 1197.5, 1198, 2800, and
25 2802;

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

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