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

BRANDY OLAGUEZ,

Plaintiff,

vs.

STERLING VET CORP; REBECCA
SWIMMER; and DOES 1 to 25, inclusive,

Defendants.

) CASE NO.: **23STCV04950**

) **COMPLAINT FOR DAMAGES FOR:**

-) **1) FAILURE TO COMPENSATE FOR ALL HOURS WORKED;**
) **2) FAILURE TO PAY MINIMUM WAGES;**
) **3) FAILURE TO PAY OVERTIME;**
) **4) FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS;**
) **5) FAILURE TO PAY WAGES WHEN EMPLOYMENT ENDS;**
) **6) FAILURE TO PAY WAGES OWED EVERY PAY PERIOD;**
) **7) FAILURE TO GIVE REST BREAKS;**
) **8) FAILURE TO GIVE MEAL BREAKS**
) **9) PRIVATE ATTORNEYS GENERAL ACT ("PAGA");**
) **10) FAILURE TO REIMBURSE FOR BUSINESS EXPENSES;**
) **11) FAILURE TO PROVIDE PERSONNEL FILE**
) **12) FAILURE TO PROVIDE PAY RECORDS;**
) **13) WRONGFUL CONSTRUCTIVE DISCHARGE IN VIOLATION OF PUBLIC POLICY;**
) **14) VIOLATION OF CALIFORNIA BUSINESS AND PROFESSIONS CODE SECTION 17200.**

1) **DEMAND FOR JURY TRIAL**
2)
3)
4)
5)

6 COMES NOW Plaintiff, BRANDY OLAGUEZ (hereinafter "Plaintiff"), and alleges as
7 follows:
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9 **PARTIES, JURISDICTION, VENUE**

10 1. Jurisdiction and Venue are proper in this Court and this action is properly filed in the
11 County of Los Angeles in this judicial district because Defendants STERLING VET CORP;
12 REBECCA SWIMMER; and DOES 1 to 25, inclusive, do business in the County of Los
13 Angeles and because Defendants' obligations and liabilities arise therein, and because the work
14 that was performed by Plaintiff in the County of Los Angeles is the subject of this action.
15 Moreover, Plaintiff's damages sought herein exceed \$25,000.

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

17 3. Plaintiff is informed and believes that at all times herein mentioned, Defendant
18 STERLIN VET CORP is and was a California corporation, doing business in Los Angeles
19 County, and which employed Plaintiff.

20 4. Plaintiff is informed and believes that at all times herein mentioned, Defendant
21 REBECCA SWIMMER is and was a female resident of the State of California, and the owner,
22 principal, director, and/or managing agent of STERLING VET CORP. Defendant REBECCA
23 SWIMMER is being included in this lawsuit pursuant to Labor Code Section 558.1 in that she
24 was and is the owner, managing agent/director of STERLING VET CORP, was involved in the
25 day-to-day operations of the business, and controlled the wages, hours, and/or working
26 conditions of Plaintiff and other similarly situated hourly, non-exempt employees. STERLING
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1 VET CORP, REBECCA SWIMMER, and DOES 1 to 25, inclusive are collectively referred to
2 as “Defendant(s)” or “STERLING VET”.

3 5. Plaintiff is ignorant of the true names and capacities, whether individual, corporate, or
4 associate of those defendants fictitiously sued as DOES 1 to 25, inclusive, and so Plaintiff sues
5 them by these fictitious names. Plaintiff is informed and believes that each of the DOE
6 defendants, numbers 1 to 25, reside in the State of California and are in some manner
7 responsible for the conduct alleged herein. Upon discovering the true names and capacities of
8 these fictitiously named defendants, Plaintiff will amend this complaint to show the true names
9 and capacities of these fictitiously named defendants.
10

11 6. Unless otherwise alleged in this complaint, Plaintiff is informed, and on the basis of
12 that information and belief, alleges that at all times herein mentioned, each of the remaining
13 codefendants, in doing the things hereinafter alleged, were acting within the course, scope, and
14 under the authority of their agency, employment, or representative capacity, with the consent
15 of his/her codefendants.
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17 GENERAL ALLEGATIONS

18 7. Plaintiff started working for STERLING VET in or around October 2021 as Vet tech
19 and was later promoted to manager. Plaintiff was classified as an hourly, non-exempt
20 employee. Her latest rate of pay was \$33.00 per hour. Plaintiff’s employment ended on or
21 around mid-2022.

22 8. In the case of Huff v. Securitas Sec. Servs. USA, Inc., 23 Cal. App. 5th 745 (2018),
23 Plaintiff, Huff, was employed as a security guard for the Defendant Employer, Securitas
24 Security Services USA, Inc., an onsite security provider. After about a year of employment,
25 Huff resigned. Huff then filed suit against Securitas under PAGA. In his claim, Huff
26 specifically alleged violations to the Labor Code requiring immediate payment of wages upon
27 termination of employment and weekly payment of wages to temporary employees. The trial
28 court determined Huff was not a temporary employee, and therefore, lacked standing to bring

1 the claim. Thus, Securitas was granted a motion for summary judgement. Later, the trial court
2 granted Huff a new trial. Securitas then appealed the grant of a new trial. On appeal, the issue
3 was whether Huff could bring a PAGA claim and sue for Labor Code violations that did not
4 directly affect him. Securitas unsuccessfully argued that the PAGA statute only allows the
5 PAGA representative to sue for violations that the representative has personally suffered. The
6 PAGA statute states that an “aggrieved employee” is able to file suit on behalf of themselves
7 and others. The statute also states that an “aggrieved employee” is “any person who was
8 employed by the alleged violator and against whom one or more of the alleged violations was
9 committed.” Because at least one of the violations that Huff had alleged had affected him
10 personally, the Court of Appeal denied Securitas’ motion.

11 9. In sum, since PAGA allows Plaintiffs to bring suit on behalf of both themselves and
12 other employees, it allows for suits broader than the specific violations the named employee
13 experienced. Therefore, even if the employee did not personally experience the Labor Code
14 violations, the employer may still be liable to under PAGA.

15 10. Consequently, it is Plaintiff’s position that Plaintiff can equivocally bring the following
16 labor code violations on behalf of all other employees, including hourly, non-exempt
17 employees and even salaried employees.

18 11. It is Plaintiff’s position that STERLING VET has committed numerous labor code
19 violations against Plaintiff and other hourly, non-exempt employees who worked for
20 STERLING VET at any of their locations in the state of California during the PAGA period.

21 12. STERLING VET did not provide Plaintiff and other similarly situated aggrieved
22 employees with the minimum wages to which they were entitled for work performed and as
23 such did not compensate Plaintiff and others for all hours worked at the minimum wage rate
24 pursuant to California Labor Code sections 1194, 1197 and 1197.1. This is so because Plaintiff
25 and others would often perform work “off the clock” to the extent their meal breaks would be
26 interrupted and wherein they would have to perform work obligations during their meal
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1 periods. since Plaintiff meal breaks were interrupted, the time which was dedicated to work
2 obligations while Plaintiff was “off the clock” would translate to a minimum wage violation.
3 Additionally, since Plaintiff was the point of contact when other employees were out, one of
4 Plaintiff’s duties was to find coverage. Plaintiff estimates that she was contacted “off the
5 clock” and worked “off the clock” with coverage and other issues approximately 2 hours per
6 week. Plaintiff was also contacted during her covid leave for work-related purposes.

7 13. Plaintiff and others were also not paid for all hours worked in violation of Labor Code
8 Section 1194 and the applicable Industrial Welfare Commission Wage Order due to
9 STERLING VET rounding down the actual hours worked as a part of their business practice,
10 which disproportionately affected the employees and resulted in less working hours and less
11 pay along with a minimum wage violation.

12 14. Due to the “off the clock” work as alleged above, STERLING VET violated Labor Code
13 §510 because it failed to pay Plaintiff and other similarly situated aggrieved employees the
14 correct amount of overtime, even though they worked more than 8 hours per day, 12 hours per
15 day and/or 40 hours per week throughout their employment. Plaintiff’s and others’ actual work
16 hours entitled them to overtime compensation (both daily and weekly), especially due to the “off
17 the clock” as described above, however, they were not paid accurately and fully for their
18 overtime hours worked. Furthermore, STERLING VET failed to include bonuses/incentive
19 pay/shift differential pay in calculating employees’ regular rate of pay, including Plaintiff, for
20 purposes of paying them their proper overtime rates (i.e., one-and-a-half or two times their
21 regular rate of pay).

22 15. STERLING VET also violated Labor Code § 226.7 and the applicable Industrial Welfare
23 Commission Wage Order (no. 4/5) because it failed to provide Plaintiff and others with 10-
24 minute rest periods for every four hours of work, or majority portion thereof, throughout their
25 employment. STERLING VET did not completely relieve Plaintiff and others of all duty during
26 said rest periods. STERLING VET did not pay to Plaintiff and others one additional hour of pay
27 at Plaintiff’s regular rate of compensation for each workday that one or more statutory rest
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1 periods was not provided. It was not company policy and not part of the company culture for
2 employees such as Plaintiff and others to consistently take timely, uninterrupted rest breaks at
3 the appropriate times. They were understaffed at times and too busy to take rest breaks. As such,
4 the culture at STERLING VET did not lend itself to the employees always receiving statutory
5 breaks wherein they were relieved of all work duties. As such, it was the normal practice and
6 custom of STERLING VET not to authorize, permit, and enforce timely, uninterrupted statutory
7 rest periods. As such, the work environment and culture at STERLING VET was not conducive
8 to receiving statutory rest breaks under California law.

9 16. STERLING VET violated Labor Code §§ 512 and 226.7 along with the applicable
10 Industrial Welfare Commission Wage Order (no. 4/5) because it failed to provide Plaintiff and
11 others the requisite 30-minute, uninterrupted meal periods for every five (5) hours of work
12 throughout their employment. STERLING VET did not completely relieve Plaintiff and others
13 of all duty during said meal periods. STERLING VET did not pay to Plaintiff and others one
14 additional hour of pay at Plaintiff's regular rate of compensation for each workday that one or
15 more statutory meal periods was not provided. There were countless occasions wherein Plaintiff
16 and others were not able to clock out for their meal period until after the 5th hour worked.
17 Additionally, there were occasions wherein Plaintiff would completely skip a meal period and
18 would not be able to take one at all. Moreover, it was normal practice for Plaintiff's meal periods
19 to be interrupted. In sum, it was the normal practice and custom of STERLING VET not to
20 authorize, permit, and enforce timely, uninterrupted statutory meal periods. As such, the work
21 environment and culture at STERLING VET was not conducive to receiving statutory meal
22 breaks under California law.

23 17. Furthermore, during the relevant time period and due to the above-mentioned violations,
24 STERLING VET failed to pay Plaintiff and others all wages due to them within any time period
25 specified by California Labor Code section 204. STERLING VET was also in violation of
26 California Labor Code section 226(a), by failing to include pertinent information on the wage
27 statements, including but not limited to, all hours worked (minimum wages and overtime due to
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1 the "off the clock" work), gross wages earned, net wages earned, total pay, the correct legal name
2 and address of the employing entity, the correct start and end of the pay period, all applicable
3 hourly rates, itemized deductions, and premium pay for the missed meal and rest breaks, among
4 others. As such, STERLING VET did not provide Plaintiff and other similarly situated aggrieved
5 employees with complete, accurate itemized wage statements.

6 18. During the relevant time period, STERLING VET also failed to keep accurate and
7 complete payroll records showing the actual hours worked per day and the wages paid to Plaintiff
8 and others pursuant to California Labor Code sections 1174(d).

9 19. STERLING VET also violated Labor Code § 203 because it willfully failed to pay
10 Plaintiff and other similarly situated aggrieved employees earned and due wages upon separation
11 of employment, either immediately upon involuntary termination, or within 72 hours of
12 resignation. These earned but unpaid wages include minimum wages, overtime compensation,
13 premium pay for missed meal and rest breaks, and business expense reimbursement.

14 20. Additionally, during the relevant time period, Plaintiff and others incurred necessary,
15 business-related expenses and costs that were not reimbursed by STERLING VET. These costs
16 include, but are not limited to, use of personal cell phones for work purposes to take calls for
17 scheduling and emergency coverage. Moreover, Plaintiff would go and buy supplies or borrow
18 them from other hospitals. Plaintiff was not reimbursed for any such purchases and was also not
19 reimbursed for any mileage in that she traveled in her personal vehicle. Accordingly, STERLING
20 VET was in violation of California Labor Code sections 2800 and 2802.

21 21. In addition, Plaintiff would have individual claims for retaliation and wrongful
22 termination in violation of public policy. 2 weeks before Plaintiff's employment
23 ended, Plaintiff met with Samantha and asked to be salaried because she was doing too much
24 "off the clock" work and the company was aware of it. Plaintiff's complaint was that she was not
25 getting fairly and accurately compensated. Her complaints were ignored and, consequently, she
26 was forced to quit 2 weeks later on or around April to mid-2022. When she quit, Plaintiff told
27 Samantha that it was due to the "off the clock" work, not being paid fairly/accurately, and her
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1 paychecks being incorrect since they did not reflect the true hours worked.

2 **FIRST CAUSE OF ACTION**

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

4 **(California Industrial Welfare Commission Order 4-2001/5-2001, California Code of**
5 **Regulations Title 8 Section 11040/11050, and California Labor Code Section 1198)**

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

7 22. Plaintiff re-alleges and incorporates by reference each and every allegation in
8 paragraphs 1 through 21, inclusive, of this Complaint as though fully set forth herein.

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

13 24. For the three (3) years preceding filing of this action, Defendants failed to compensate
14 Plaintiff for all hours worked.

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

18 26. As a proximate result of the aforementioned violations, Plaintiff has been damaged in
19 an amount according to proof at time of trial, but in an amount in excess of the jurisdiction of
20 this Court.

21 27. Defendants' conduct described herein violates Labor Code Section 512, 558, 1194, and
22 1198. Therefore, pursuant to Labor Code Sections 218.5, 512, 558, and 1194, Plaintiff is
23 entitled to recover damages for the nonpayment of wages for all hours worked, penalties, plus
24 reasonable attorney's fees and costs of suit.

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

2 **SECOND CAUSE OF ACTION**

3 **FAILURE TO PAY MINIMUM WAGES**

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

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

6 29. Plaintiff re-alleges and incorporates by reference each and every allegation in
7 paragraphs 1 through 28, inclusive, of this Complaint as though fully set forth herein.
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9 30. Pursuant to Labor Code Sections 1194, 1194.2 and 1197, it is unlawful for an employer
10 to suffer or permit a California employee to work without paying wages at the minimum wage
11 rate for all hours worked as required by the applicable Industrial Welfare Commission
12 (hereinafter "IWC") Wage Order No. 4-2001/5-2001, codified at California Code of
13 Regulations, Title 8, Section 11040/11050, subdivision 4.

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

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

23 33. Plaintiff was, at all relevant times, under the control of Defendants and suffered or
24 permitted to work by Defendants. Defendants' acts or omissions in failing to adequately
25 compensate Plaintiff were not in good faith nor were there reasonable grounds for Defendants
26 to believe that their acts or omissions were not contrary to California law.

27 34. For all hours worked by Plaintiff for which he was paid less than the minimum wage
28 rate by Defendants, Plaintiff is entitled to not less than the applicable California minimum

1 wage rate and, pursuant to Labor Code Section 1194.2(a), liquidated damages in an amount
2 equal to unpaid minimum wages and interests thereon. Pursuant to Labor Code Section 1194,
3 Plaintiff is also entitled to attorney's fees, costs and interests according to proof.

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

7 **THIRD CAUSE OF ACTION**

8 **FAILURE TO PAY OVERTIME**

9 **(California Industrial Welfare Commission Order 4-2001/5-2001, California Code of**
10 **Regulations Title 8 Section 11040/11050; California Labor Code Section 510)**

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

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

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

21 38. Plaintiff was a non-exempt employee entitled to the protections of the California
22 Industrial Welfare Commission Order No. 4-2001/5-2001, California Code of Regulations,
23 Title 8, Section 11040/11050.

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

26 40. Plaintiff was entitled to the above overtime premiums.

27 41. Defendants did not pay Plaintiff premium wages of at least one and one-half times
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1 Plaintiff's regular rate of pay for hours worked past eight (8) in a day. Defendants did not pay
2 Plaintiff premium wages of at least twice Plaintiff's regular rate of pay for hours worked past
3 twelve (12) in a day.

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

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

8 44. Defendants know or should know the actual dates of overtime worked, the amount of
9 overtime worked, and the amount of unpaid overtime due.

10 45. As a proximate result of Defendants' violations, Plaintiff has been damaged in an
11 amount according to proof at time of trial, but in an amount in excess of the jurisdiction of this
12 Court.

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

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

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21 **FOURTH CAUSE OF ACTION**

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

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

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

25 48. Plaintiff re-alleges and incorporates by reference each and every allegation in
26 paragraphs 1 through 47, inclusive, of this Complaint as though fully set forth herein.

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

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

51. Pursuant to California Labor Code Section 226(e), Plaintiff is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not exceeding an aggregate amount of four thousand dollars (\$4,000), plus costs and reasonable attorney's fees.

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

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

FIFTH CAUSE OF ACTION

FAILURE TO PAY WAGES WHEN EMPLOYMENT ENDS

(California Labor Code Sections 201, 203)

(Plaintiff against all named defendants and all DOE defendants)

54. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 53, inclusive, of this Complaint as though fully set forth herein.

55. Pursuant to California Labor Code Section 201(a), an employer who discharges an

employee must immediately pay for all compensation due and owing.

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

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

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

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

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

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

SIXTH CAUSE OF ACTION

FAILURE TO PAY WAGES OWED EVERY PAY PERIOD

(California Labor Code Section 204)

(Plaintiff against all named defendants and all DOE defendants)

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

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

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

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

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

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

17 **SEVENTH CAUSE OF ACTION**

18 **FAILURE TO GIVE REST BREAKS**

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

20 68. Plaintiff re-alleges and incorporates by reference each and every allegation in
21 paragraphs 1 through 67, inclusive, of this Complaint as though fully set forth herein.

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

- 23 a. Title 8 of the California Code of Regulations Sections 11040/11050(12)(A), which
24 provides that every employer shall authorize and permit all employees to take rest
25 periods, which insofar as practicable shall be in the middle of each work period.
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27 The authorized rest period time shall be based on the total hours worked daily at the
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1 rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof;

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

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

11 d. California Labor Code section 226.7, which states that (a) no employer shall require
12 any employee to work during any rest period mandated by an applicable order of
13 the Industrial Welfare Commission, and (b) if an employer fails to provide an
14 employee a rest period in accordance with an applicable order of the Industrial
15 Welfare Commission, the employer shall pay the employee one (1) additional hour
16 of pay at employee's regular rate of compensation for each work day that the rest
17 period is not provided.
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20 70. Plaintiff alleges that she was not authorized and permitted to take a ten (10) minute rest
21 break after every four (4) hours of work or major fraction thereof, as required by California
22 law.

23 71. Under this cause of action, Plaintiff prays for wages due to her under the statutes,
24 regulations, and wage orders alleged in this cause of action along with any allowable interest,
25 penalties, attorney's fees and costs according to proof at trial. Specifically, Plaintiff prays for
26 the foregoing moneys calculated from 3 years immediately preceding the filing of this lawsuit.
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1 72. Plaintiff also prays for Labor Code section 218.5 recovery of costs and attorney's
2 fees as well as interest under Labor Code section 218.6.

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

6 **EIGHTH CAUSE OF ACTION**

7 **FAILURE TO GIVE MEAL BREAKS**

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

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10 74. Plaintiff re-alleges and incorporates by reference each and every allegation in
11 paragraphs 1 through 73, inclusive, of this Complaint as though fully set forth herein.

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

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

4 d. California Industrial Welfare Commission Wage Order No. 4/5 Section 7(A)(3), as
5 codified under Title 8 of the California Code of Regulations Section 11040/11050,
6 which requires an employer to maintain records documenting its employees' meal
7 periods;

8 e. California Industrial Welfare Commission wage order No. 4/5 Section 20(A), as
9 codified under California Code of Regulations Section 11040/11050, which
10 penalizes the employer \$50.00 for each initial violation, per employee, of any
11 provision of the Wage Order, and \$100.00 for each additional violation thereafter
12 per employee; and

13 f. California Labor Code section 1171 and 1173, which have given the California
14 Labor Commission jurisdiction to enact Wage Orders (such as Wage Order no. 4
15 and 5) as enforceable law.
16

17
18 76. Plaintiff alleges that she was not authorized and permitted to take relieved meal breaks
19 after five (5) hours of work. Plaintiff further alleges that she was not authorized and permitted
20 to take a second relieved meal break after ten (10) hours of work, as required by California
21 law. California Labor Code section 512(a) and California Industrial Welfare Commission
22 Order No. 4/5, as codified under California Code of Regulations Sections 11040/11050 et. seq.
23 requires that employees receive uninterrupted meal periods every five (5) hours of consecutive
24 work, and that the meal period be at least 30 minutes in length, wherein employee is relieved of
25 all work duty. California Labor Code section 226.7 provides that employers may not require
26 their employees to work through their meal periods. California Labor Code section 226.7 and
27
28

1 California Code of Regulations section 11040/11050 requires that if the employer fails to
2 provide the employee with an uninterrupted meal period, the employer must pay the employee
3 one (1) hour of pay for each work day that the meal period is not given.

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

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

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

13 **NINTH CAUSE OF ACTION**

14 **PRIVATE ATTORNEYS GENERAL ACT**

15 **Representative Claim for PAGA penalties under California Labor Code sections 201,**
16 **202, 203, 204 and/or 204b, 210, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1194,**
17 **1197, 1198, 2800, 2802 and Wage Order no. 4/5**

18 **(Against all Named Defendants and all DOE Defendants)**

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

21 81. Pursuant to law, Plaintiff provided the required written notice to the LWDA and
22 Defendants of the specific violations of the California Labor Code that Defendants
23 and DOE defendants have violated and continue to violate.

24 82. Pursuant to California Labor code section 2699.3, no response was received from the
25 LWDA within 65 days of the postmark date of the above-alleged letter.

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

1 Labor Code.

2 84. Pursuant to California Labor Code section 2699, any provisions of the Labor Code
3 that provides for a civil penalty to be assessed and collected by the LWDA or any of its
4 departments, divisions, commissions, boards, agencies, or employees for violation of the code
5 may, as an alternative, be recovered through a civil action brought by an aggrieved employee
6 on behalf of himself or herself and other current or former employees pursuant to the
7 procedures specified in California Labor Code section 2699.3.
8

9 85. Plaintiff is an “aggrieved employee” because Plaintiff was employed by the alleged
10 violator and had one or more of the alleged violations committed against her, and therefore is
11 properly suited to represent the interests of other current and former hourly, non-exempt
12 employees who worked for STERLING VET at any of their various California locations during
13 the relevant PAGA period.

14 86. Based on the acts alleged above, Plaintiff, on behalf of herself and others, seeks
15 penalties under California Labor Code sections 2698 and 2699 because of Defendants’
16 violations of numerous provisions of the California Labor Code as alleged in this Complaint.

17 87. Plaintiff therefore has exhausted all administrative remedies required of her under
18 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this
19 cause of action and pursue penalties in a representative action for Defendants’ violations of the
20 Labor Code.

21 88. California Labor Code section 2699 et seq. imposes penalties upon culpable
22 Defendants for violating the Labor Code.

23 89. California Labor Code section 558 establishes a civil penalty as follows: Any
24 employer or other person action on behalf of an employer who violates, or causes to be
25 violated, a section of this chapter or any provision regulating hours and days of work in any
26 order of the Industrial Welfare Commission (including the “Hours and Days of Work” section
27 of the Wage Order) shall be subject to a civil penalty of (1) for any initial violation, fifty
28

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 ...;

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

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

Violations of California Labor Code sections 201, 202, 203, 204 and/or 204b, 210, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1194, 1197, 1198, 2800, 2802, via 2698 and 2699 any other Labor Codes and Wage Orders (including no. 4/5) violated on the facts alleged in this Complaint.

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

TENTH CAUSE OF ACTION

FAILURE TO REIMBURSE FOR BUSINESS EXPENSES

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

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

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

95. Beginning at least 3 years prior to the filing of this complaint, in order to discharge their duties for Defendant, Plaintiff incurred reasonable and necessary expenses in the course

1 of completing her job duties, which were not reimbursed by Defendant. These expenses
2 include, but are not limited to, use of personal cell phones for work purposes to take calls for
3 scheduling and emergency coverage. Moreover, Plaintiff would go and buy supplies or borrow
4 them from other hospitals. Plaintiff was not reimbursed for any such purchases and was also not
5 reimbursed for any mileage in that she traveled in her personal vehicle.

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

8
9 **ELEVENTH CAUSE OF ACTION**

10 **FAILURE TO PROVIDE PERSONNEL FILE**

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

12 97. Plaintiff re-alleges and incorporates by reference each and every allegation in
13 paragraphs 1 through 96, inclusive, of this Complaint as though fully set forth herein.

14 98. Labor Code section 1198.5 dictates "every current and former employee, or his or her
15 representative, has the right to inspect and receive a copy of the personnel records that the
16 employer maintains relating to the employee's performance or to any grievance concerning the
17 employee."

18
19 99. Moreover, pursuant to sub-part (b)(1) of Labor Code section 1198.5, "the employer
20 shall make the contents of those personnel records available for inspection to the current or
21 former employee, or his or her representative, at reasonable intervals and at reasonable
22 times..." On information and belief, Defendants intentionally failed to provide Plaintiff with
23 personnel records when requested by Plaintiff via certified letter on August 16, 2022, as
24 required by law. Plaintiff requested her personnel records in accordance with California Labor
25 Code section 1198.5 on August 16, 2022 via U.S. certified mail, return receipt requested. .

26
27 100. Defendants failed to provide Plaintiff with an opportunity to inspect or copy her
28 records within 30 days. As a direct result of Defendants' violations alleged herein, Plaintiff has

1 suffered and continues to suffer substantial losses related to Defendants' failure to provide
2 personnel records.

3 101. Plaintiff seeks all available remedies for Defendants' violations including, but not
4 limited penalties, and costs to the extent permitted by law and according to proof at trial.
5 Pursuant to Labor Code section 1198.5, Plaintiff prays for judgment against Defendants
6 in the amount of \$750.00, along with costs and attorney's fees.

7
8 **TWELFTH CAUSE OF ACTION**

9 **FAILURE TO PROVIDE PAY RECORDS**

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

11 102. Plaintiff re-alleges and incorporates by reference each and every allegation in
12 paragraphs 1 through 101, inclusive, of this Complaint as though fully set forth herein.

13 103. Labor Code section 226 sub-section (b) dictates "an employer...shall afford current
14 and former employees the right to inspect or copy records pertaining to their employment,
15 upon reasonable request to the employer..."

16
17 104. Moreover, pursuant to sub-section (c) of Labor Code section 226, "an employer who
18 receives a written or oral request to inspect or copy records pursuant to subdivision (b)
19 pertaining to a current or former employee shall comply with the request as soon as
20 practicable, but no later than 21 calendar days from the date of the request." On information
21 and belief, Defendants intentionally failed to provide Plaintiff with pay records when requested
22 by Plaintiff via certified letter, return receipt requested, on August 16, 2022, and as required by
23 law.
24

25 105. As a direct result of Defendants' violations alleged herein, Plaintiff has suffered and
26 continues to suffer substantial losses related to Defendants' failure to provide pay records.
27 Pursuant to Labor Code section 226, Plaintiff prays for judgment against Defendants
28

1 in the amount of \$750.00, along with costs and attorney's fees.

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

4 **THIRTEENTH CAUSE OF ACTION**

5 **WRONGFUL CONSTRUCTIVE DISCHARGE IN VIOLATION OF PUBLIC POLICY**

6 **(Plaintiff against Sterling Vet Corp and all DOE Defendants)**

7 107. Plaintiff re-alleges and incorporates by reference each and every allegation in
8 paragraphs 1 through 106 inclusive, of this Complaint as though fully set forth herein.

9 108. At all times during his employment with STERLING VET, Plaintiff performed
10 her duties with the utmost diligence and competence.

11 109. Defendants intentionally created an illegal work environment and
12 atmosphere wherein Plaintiff was not compensated for all hours worked and was simply being
13 overworked with no commensurate compensation. This situation became intolerable for Plaintiff
14 and Plaintiff had no alternative but to quit her job.

15 110. The employment of Plaintiff was constructively wrongfully terminated in or
16 around April to mid-2022 in violation of the fundamental public policy of the State of
17 California with respect to not violating the California Labor Code and compensating
18 employees for all hours worked. Moreover, Plaintiff was forced to hire an attorney to assist her
19 to end these illegal activities. Said conduct violated statutory and constitutional expressions of
20 public policy including, but not limited to, the California Labor Code.

21 111. As set forth above, said actions by Defendants were wrongful and in violation
22 of the fundamental principles of the public policy of the State of California as reflected in its
23 laws, objectives and policies. Said statutes and constitutional expressions of public policy
24 include, but are not limited to, the California Labor Code. These laws inure to the benefit of the
25 public at large, and not just the private interests of the employers and employees whom they
26 govern or protect.

27 112. As a direct and proximate result of the aforementioned acts and omissions of
28

1 Defendants, Plaintiff suffered general and compensatory damages, including but not limited to,
2 loss of income (past and future), loss of employment benefits (past and future), general and
3 compensatory damages (past and future), mental pain and anguish and emotional distress (past
4 and future), and will continue to suffer in the future, in an amount to be proved at trial.

5 113. The foregoing conduct engaged in by Defendants and each of its directors,
6 officers and/or managing agents, constitutes malice, fraud, and oppression and was authorized,
7 ratified, and carried on with a conscious and willful disregard of their workers' right to work in
8 an environment free of willful labor code violations and in an environment where employees
9 were simply not compensated for all hours worked, so as to justify the imposition of punitive
10 damages to punish and set an example of said Defendants.

11
12 **FOURTEENTH CAUSE OF ACTION**

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

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

15 **(Plaintiff against Defendant STERLING VET CORP and all DOE defendants)**

16
17 114. Plaintiff re-alleges and incorporates by reference each and every allegation in
18 paragraphs 1 through 113, inclusive, of this Complaint as though fully set forth herein.

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

22 116. Defendant's violations of the Labor Code constitutes a business practice
23 because it was done repeatedly over a significant period of time in a systematic manner that
24 was detrimental to Plaintiff.

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

jurisdiction of this Court.

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

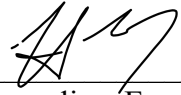
1. For compensatory damages including lost past and future wages, regular wages, overtime, and all other sums of money, including employment benefits, together with interest on said amounts, and any other economic injury to Plaintiff, according to proof;
2. For general damages according to proof;
3. For special and consequential damages to the extent allowed by law;
4. For an award of punitive damages against Defendants according to proof;
5. For damages for wages and overtime not paid to Plaintiff in an amount subject to proof at trial;
6. For damages and penalties under Labor Code Section 226 for Plaintiff in an amount subject to proof at trial;
7. For damages and penalties pursuant to Labor Code Section 203 in an amount subject to proof at trial;
8. For restitution and disgorgement for all unfair business practices by corporate Defendant STERLING VET CORP against Plaintiff in an amount subject to proof at trial;
9. For an order enjoining corporate Defendant STERLING VET CORP from further unfair and unlawful business practices in violation of Business and Professions Code Sections 17200, et seq.;
10. For one hour of wages due to Plaintiff for each work period of more than five (5) hours when Plaintiff did not receive an uninterrupted thirty (30) minute meal period;
11. For one hour of wages due to Plaintiff for each work period of four (4) hours or major fraction thereof when Plaintiff did not receive a ten (10) minute rest break;
12. For maximum civil penalties available under the Labor Code and applicable Wage Order against Defendants as described more particularly in the Complaint and

representative PAGA claim;

13. For all remedies available to Plaintiff under the applicable Wage Order and the Labor Code including an award of unpaid wages, attorney's fees, costs, interest, liquidated damages, damages, penalties, and waiting time penalties according to proof to the extent permitted by law via PAGA;
14. For the imposition of civil penalties and/or statutory penalties;
15. For all interest as allowed by law;
16. For all costs and disbursements incurred in this suit;
17. Reasonable attorney's fees where available by law, including but not limited to, pursuant to Labor Code section 2698 et seq., the Labor Code, Code of Civil Procedure section 1021.5, and/or other applicable laws; and
18. For such other and further relief as this Court may deem proper.

DATED: March 6, 2023

MESSRELIAN LAW INC.

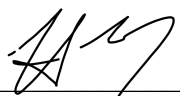
By 
Harout Messrelian, Esq.
Attorneys for Plaintiff Brandy Olaguez

DEMAND FOR JURY TRIAL

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

DATED: March 6, 2023

MESSRELIAN LAW INC.

By 
Harout Messrelian, Esq.
Attorneys for Plaintiff Brandy Olaguez