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County of San Diego
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Clerk of the Superior Court
By J. Sanchez ,Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

ALLISON KAIAHUA

Plaintiff,

v.

ASPEN’S DOG HOUSE, LLC, a California
Limited Liability Company; AJAY THAKORE,
an individual; MICHAEL SHOEMAKER, an
individual; and DOES 1 through 10, inclusive

Defendant.

) Case No: 25CU020191C
)
) **COMPLAINT FOR:**
) 1. VIOLAION OF THE EQUAL PAY
) ACT [Labor Code § 1197.5(k)]
) 2. RETALIATION [Labor Code §
) 1102.5];
) 3. MINIMUM WAGE VIOLATIONS
) [Labor Code § 1197];
) 4. OVERTIME VIOLATIONS [Labor
) Code § 1197];
) 5. WAGE STATEMENT VIOLATIONS
) [Labor Code § 226];
) 6. MEAL AND REST PERIOD
) VIOLATIONS [Labor Code §§ 226.7
) and 512];
) 7. FAILURE TO PAY WAGES UPON
) SEPARATION [Labor Code §§ 201-
) 203];
) 8. FAILURE TO REIMBURSE [Labor
) Code § 2802];
) 9. UNLAWFUL, UNFAIR, AND/OR
) FRAUDULENT BUSINESS
) PRACTICES [Cal. Bus. & Prof. Code §
) 17200, *et seq.*]

[JURY TRIAL DEMANDED]

COMES NOW Plaintiff ALLISON KAIAHUA (“Plaintiff”), individually, and on behalf of all aggrieved employees alleges for her complaint as follows:

PARTIES, JURISDICTION, AND VENUE

1. This Court has jurisdiction over this matter in that all parties are residents of, or do business within, the State of California and the amount in controversy exceeds the statutory minimum limit of this Court. The monetary damages and restitution sought by Plaintiff exceed the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial. Furthermore, there is no federal question at issue as Wage and Hour protections and remedies related thereto are based solely on California Law and Statutes, including the Labor Code, Civil Code, and IWC Wage Order(s).
2. Venue before this Court is proper in that certain wrongful acts which gave rise to Plaintiff injuries occurred in the County of San Diego, State of California.
3. Plaintiff is informed and believes and thereon alleges that at all relevant times mentioned herein, Defendant ASPEN’S DOG HOUSE LLC (“ASPEN’S” or collectively “Defendants” herein) was and is a California Limited Liability Company doing business throughout the state, including the County of San Diego, State of California.
4. Plaintiff is informed and believes and thereon alleges that at all relevant times mentioned herein, Defendant AJAY THAKORE (“THAKORE” or collectively “Defendants” herein) was and is a resident of the County of San Diego, State of California.
5. Plaintiff is informed and believes and thereon alleges that at all relevant times mentioned herein, Defendant MICHAEL SHOEMAKER (“SHOEMAKER” or collectively “Defendants” herein) was and is a resident of the County of San Diego, State of California.
6. Plaintiff is presently unaware of the true names, capacities and liability of Defendants named herein as DOES 1 through 10, inclusive. Accordingly, Plaintiff will seek leave of court to amend this complaint to allege their true names and capacities after the same have been ascertained.
7. Plaintiff is informed and believes and thereon alleges that each of the fictitiously named Defendants is responsible in some manner for the wrongs and damages as herein alleged,

1 and in so acting was functioning as the agent, servant, partner, and employee of the co-
2 Defendant, and in doing the actions mentioned below, was acting within the course and
3 scope of his or her authority as such agent, servant, partner, and employee with the
4 permission and consent of the co-Defendant. Plaintiff injuries as herein alleged were
5 proximately caused by said Defendant. Wherever it is alleged herein that any act or
6 omission was done or committed by any specially named Defendant or Defendant,
7 Plaintiff intends thereby to allege and does allege that the same act or omission was also
8 done and committed by each and every defendant named as a DOE, both separately and
9 in concert with the named Defendant or Defendant.

- 10 8. Plaintiff is informed and believes and thereon alleges that Defendant, and each of them,
11 including DOES 1 through 10, are and at all times herein mentioned were either
12 individuals, sole proprietorships, partnerships, registered professionals, corporations, alter
13 egos or other legal entities which were licensed to do and/or were doing business in the
14 County of San Diego, State of California at all times relevant to the subject matter of this
15 action.

16 **FACTUAL BACKGROUND**

- 17 9. Defendant ASPEN'S DOG HOUSE, LLC is a pet shop offering grooming services in La
18 Jolla, California. During Plaintiff's employment with Defendant ASPEN'S, Defendant
19 THAKORE, and Defendant SHOEMAKER regularly directed and controlled Plaintiff's
20 employment including, *inter alia*, commission agreements, schedules, rates of pay,
21 reimbursement policies, and meal and rest policies.
- 22 10. Defendants permit clients to become "members" wherein clients pay a monthly fee in
23 exchange for discounted, or free services.
- 24 11. On or around October 31, 2024, Plaintiff was hired by Defendants as a dog groomer.
25 Plaintiff was told she would receive 50% of revenue for all services she performed.
26 Plaintiff was never provided an hourly wage.
- 27 12. Plaintiff had 18 years of experience when she was hired. Her job duties with Defendants
28 included bathing, drying brushing, de-matting, haircutting, nail trimming, ear cleaning,

gland expression, and handling dogs of all breeds, sizes, and temperaments. Plaintiff was also responsible for communicating with clients regarding grooming preferences and health concerns, maintain a clean and safe work environment, and managing appointments timely and efficiently.

13. Plaintiff was required to use her personal cell phone to take and upload photographs of each and every dog she groomed to Defendant ASPEN'S Social media channel, including the dog's name and the owner's name. Additionally, Plaintiff was required to constantly be available and respond to Slack messages outside of working hours.

14. Plaintiff was never provided a legally compliant meal or rest period during her employment, when earned.

15. Often Plaintiff did not receive a wage statement and instead would just receive a check with no explanation of how the amount was calculated. On the rare occasions Plaintiff did receive a wage statement, the wage statement just included a flat amount for commissions and did not include how the amount was calculated.

16. In or around December 2024, Plaintiff began complaining to her supervisor, April Hernandez, that member discounts were deducted for her commissions, and that she was providing services without compensation for members. When raising her concerns to Hernandez, Hernandez responded "You need to figure out a better way for (Defendants) to get paid" or words to that effect. Plaintiff also raised her concerns regarding illegal pay practices to another manager, Lisa Garza, who acknowledged that the pay was "unfair" or words to that effect and encourages Plaintiff to suggest a different pay system.

17. Within a week of raising these concerns, Plaintiff was approached by Hernandez at work. Hernandez told Plaintiff that she was no longer allowed to discuss her pay with anyone employed by Defendants. She then told Plaintiff that the only person who Plaintiff should complain to about pay was Michael Shoemaker, and that he was the only person that employees were permitted to speak to about compensation. Hernandez continued that if Plaintiff had any issues to solely bring them to Shoemaker because "no one else want[ed]

1 to hear it,” or words to that effect. Shoemaker and Hernandez both later told Plaintiff that
2 it was “illegal” for her to discuss her pay with any other employees.

3 18. On or around January 22, 2025, Plaintiff and her coworker Shawnee Baker met with
4 Shoemaker to discuss the illegal pay structure and proposed a solution. Shoemaker was
5 immediately defensive but eventually told Plaintiff and Baker that he would follow up.

6 19. Directly following her complaint, Plaintiff’s manager Hernandez began treating Plaintiff
7 with noticeable hostility. Hernandez became uncommunicative, frequently dismissed
8 Plaintiff’s questions or concerns, and began excluding Plaintiff from routine discussions
9 regarding grooming assignments and daily operations. Hernandez told Baker that
10 Plaintiff should resign and that “everything was fine before [Plaintiff] got here,” or words
11 to that effect.

12 20. In or around February 2025, Baker and Plaintiff requested another meeting with
13 Shoemaker. Plaintiff again complained about not being paid and Hernandez’s retaliation.
14 Shoemaker told Plaintiff “I don’t know what you expect me to do,” or words to that
15 effect, and reiterated that employees were not to discuss compensation.

16 21. On or around April 7, 2025, Plaintiff’s coworker, Grace Richter also began complaining
17 about illegal pay practices. Plaintiff messaged Ritcher explaining that she too had been
18 complaining and shared her experience.

19 22. About a week later, on or around April 15, 2025, Plaintiff was contacted by Defendants’
20 attorney, Pamela Chalk. Chalk called and texted Plaintiff while Plaintiff was in class,
21 outside of working hours. Pamela sent two documents via email, a termination letter and
22 a severance agreement. Plaintiff was also told that her final paycheck would be sent
23 overnight, and she would receive it the following day.

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FIRST CAUSE OF ACTION

Violations of the Equal Pay Act

[Labor Code § 1197.5(k)]

By Plaintiff against Defendants and Does 1 through 10

23. Plaintiff re-alleges and incorporates by reference each and every allegation contained in the preceding paragraphs as though fully set forth herein.

24. At all times relevant herein, Plaintiff was an employee of Defendant.

25. Defendants instructed Plaintiff not to talk about her wages with any other employee of Defendant.

26. Plaintiff discussed her wages with other employees of Defendants.

27. Plaintiff's pursuit of equal pay and disclosures were a substantial motivating reason for Defendants' termination of her employment.

28. As a direct, foreseeable, and proximate result of Defendants' conduct, Plaintiff has sustained and continues to sustain substantial losses in earnings, employment benefits, employment opportunities, and Plaintiff has suffered other economic losses in an amount to be determined at time of trial. Plaintiff has sought to mitigate these damages.

29. As a further direct, foreseeable, and proximate result of Defendants' conduct, Plaintiff has suffered and continues to suffer humiliation, emotional distress, loss of reputation, and mental and physical pain and anguish, all to her damage in a sum according to proof.

30. As a result of Defendants' deliberate, outrageous, despicable conduct, Plaintiff is entitled to recover punitive and exemplary damages in an amount commensurate with Defendants' wrongful acts and sufficient to punish and deter future similar reprehensible conduct.

31. In addition to such other damages as may properly be recovered herein, Plaintiff is entitled to attorney's fees pursuant to Cal. Code Civ. Proc. § 1197.5(k)(2).

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SECOND CAUSE OF ACTION

RETALIATION

[Cal. Lab. § 1102.5]

(By Plaintiff against Defendants and DOES 1 through 10)

32. Plaintiff re-alleges and incorporates by reference each and every allegation contained in the preceding and subsequent paragraphs as though fully set forth herein.

33. California Labor Code § 1102.5(b) provides:

An employer, or any person acting on behalf of the employer, shall not retaliate against an employee for disclosing information, or because the employer believes that the employee disclosed or may disclose information, to a government or law enforcement agency, to a person with authority over the employee or another employee who has the authority to investigate, discover, or correct the violation or noncompliance . . . if the employee has reasonable cause to believe that the information discloses a violation of state or federal statute, or a violation of or noncompliance with a local, state, or federal rule or regulation, regardless of whether disclosing the information is part of the employee's job duties.

34. At all times relevant herein, Plaintiff was an employee of Defendant.

35. Plaintiff disclosed information to Defendants that she reasonably believed constituted violations of the California Labor Code §§ 226.7, 510, 512, 1194, and 1198, as stated herein, including but not limited to, minimum wage and overtime violations.

36. Plaintiff's disclosure of such information was a substantial motivating factor in Defendants' decision to retaliate and discriminate against her in the terms and conditions of her employment, including but not limited to, termination.

37. As a direct, foreseeable, and proximate result of Defendants' conduct, Plaintiff has sustained and continues to sustain substantial losses in earnings, employment benefits, employment opportunities, and Plaintiff has suffered other economic losses in an amount to be determined at time of trial. Plaintiff has sought to mitigate these damages.

38. As a further direct, foreseeable, and proximate result of Defendants' conduct, Plaintiff has suffered and continues to suffer humiliation, emotional distress, loss of reputation, and mental and physical pain and anguish, all to her damage in a sum according to proof.

39. As a result of Defendants' deliberate, outrageous, despicable conduct, Plaintiff is entitled to recover punitive and exemplary damages in an amount commensurate with Defendants' wrongful acts and sufficient to punish and deter future similar reprehensible conduct.

40. In addition to such other damages as may properly be recovered herein, Plaintiff is entitled to a \$10,000 penalty for each violation of Cal. Labor Code § 1102.5, pursuant to Cal. Labor Code § 1102.5(f), and attorney fees pursuant to Cal. Code Civ. Proc. § 1021.5.

THIRD CAUSE OF ACTION

Minimum Wage Violations

[Labor Code §§ 1194 and 1197]

(By Plaintiff against Defendants and DOES 1 through 10)

41. Plaintiff re-alleges and incorporates by reference each and every allegation contained in the preceding paragraphs as though fully set forth herein.

42. Defendants failed to pay Plaintiff all compensation due in violation of, *inter alia*, Labor Code § 1197. California law holds that the failure to pay for any work time constitutes a violation of minimum wage laws. *Armenta v. Osmose, Inc.* (2005) 135 Cal.App.4th 314, 323. These violations were caused by and through Defendants' failure to maintain accurate Time Records (as required by California law), to the detriment of the employees. Specifically, as Plaintiff was paid via commission (instead of hourly), she did not receive compensation for working beyond her scheduled (as opposed to *actual*) work hours, resulting in a loss of compensation. Moreover, Defendants would often require Plaintiff to work extended hours (beyond Defendants' hours of operation) without compensation. Additionally, the right to receive the proper minimum wage compensation was impacted by Defendants knowingly failing to consider other work performed by Plaintiff, including all time Plaintiff was under Defendants' control. These actions, and instructions, caused Plaintiff to lose compensation, including proper minimum wage compensation and overtime compensation.

43. As a direct result of Defendants' failure to comply with the foregoing provisions of the Labor Code, Plaintiff has been damaged in an amount to be proven at trial.

44. Pursuant to Labor Code §§ 218.5, 218.6, 1194, 1194.2 and 1197. Plaintiff is entitled to recoup the unpaid wages, penalties, costs, interest, and reasonable attorney's fees.

FOURTH CAUSE OF ACTION

Overtime Violations

[Labor Code §§ 510, 1194, and 1198.]

(By Plaintiff against Defendants and DOES 1 through 10)

1. Plaintiff re-alleges and incorporates by reference each and every allegation contained in the preceding paragraphs as though fully set forth herein.

2. Defendants failed to pay Plaintiff all compensation, including Overtime Compensation, due in violation of, among other statutes, Labor Code § 510. These violations occurred due to Defendants' illegal policies, referenced above, whereby Plaintiff experienced monetary under-compensation. Given the length of Plaintiff's shifts (often far beyond her scheduled hours), and that Plaintiff was paid commission (instead of hourly), the unpaid work time often would have been owed at the Overtime Rate of Pay. These systematic failures to provide any proper overtime compensation are in violation of California law.

3. As a direct result of Defendants' failure to comply with the foregoing provisions of the Labor Code, Plaintiff has been damaged in an amount to be proven at trial.

4. Pursuant to Labor Code §§ 510, 218.5, 218.6, 1194, and 1194.2. Plaintiff is entitled to recoup the unpaid wages, penalties, costs, interest, and reasonable attorney's fees.

FIFTH CAUSE OF ACTION

Wage Statement Violations

[Labor Code § 226]

(By Plaintiff against Defendants and DOES 1 through 10)

5. Plaintiff re-alleges and incorporates by reference each and every allegation contained in the preceding paragraphs as though fully set forth herein.

- 1 6. Defendants willfully failed to provide Plaintiff with accurate itemized wage statements in
2 violation of, among other statutes, Labor Code § 226. These violations include, but are
3 not limited to, Defendants' failure to provide compliant wage statements. During the
4 majority of Plaintiff's employment, Defendants failed to issue wage statements, at all.
- 5 7. Defendants violated Labor Code § 226(a)(1) by failing to to furnish an accurate showing
6 of the gross wages earned by Plaintiff. For example, Defendants would not provide
7 compensation for all hours and minutes worked, and would fail to pay Meal and/or Rest
8 Period Penalties when due.
- 9 8. Defendants violated Labor Code § 226(a)(2) by failing to furnish an accurate showing of
10 all hours worked at each hourly rate by the employee. Plaintiff's wage statements do not
11 list the hours worked at any rate, for any pay period. Through Defendants failure to
12 provide any compliant wage statements showing hours worked or hourly rate, and
13 through Defendants commission-only based pay, Plaintiff was not compensated for all
14 hours worked. Furthermore, Defendants failed to state the Overtime Rate of Pay on its
15 earning records.
- 16 9. Defendants violated Labor Code section 226(a)(3) by failing to furnish an accurate
17 showing of the number of piece-rate units earned and/or any applicable piece rate. The
18 wage statements do not list the rates worked, for any pay period. The wage statements
19 fail to accurately list any rate at all for any earnings, including commissions.
- 20 10. Defendants violated Labor Code § 226(a)(5) by willfully failing to furnish an accurate
21 showing of the net wages earned by its employees. For example, Defendants would not
22 provide compensation for all hours and minutes worked, and would fail to pay Meal
23 and/or Rest Period penalties when due.
- 24 11. Defendants violated Labor Code § 226(a)(9) by failing to furnish an accurate showing of
25 all applicable hourly rates in effect during the pay period and the corresponding number
26 of hours worked at each hourly rate by Plaintiff. Plaintiff's wage statements do not list
27 the hourly rate for either Regular or Overtime Rates of pay, for any Pay Period.
28 Additionally, Plaintiff was not compensated for all hours worked. Therefore, Defendants

1 failed to provide a showing of the “total hours worked” by its employees pursuant to
2 section 226(a)(2).

3 12. As a direct result of Defendants’ failure to comply with the foregoing provisions of the
4 Labor Code, Plaintiff has been damaged in an amount to be proven at trial.

5 13. Pursuant to Labor Code § 226, Plaintiff seeks injunctive relief to ensure compliance with
6 this section, costs, and reasonable attorney’s fees.

7 **SIXTH CAUSE OF ACTION**

8 **Meal and Rest Period Violations**

9 **[Labor Code §§ 226.7 and 512]**

10 **(By Plaintiff against Defendants and DOES 1 through 10)**

11 14. Plaintiff re-alleges and incorporates by reference each and every allegation contained in
12 the preceding paragraphs as though fully set forth herein.

13 15. Labor Code § 1198 states:

14 The maximum hours of work and the standard conditions of labor fixed by
15 the commission shall be the maximum hours of work and the standard
16 conditions of labor for employees. The employment of any employee for
longer hours than those fixed by the order or under conditions of labor
prohibited by the order is unlawful.

17 Defendants violated this section by establishing working conditions below the standard of
18 the applicable Wage Order.

19 16. Under applicable California law, “An employer may not employ an employee for a work
20 period of more than five hours per day without providing the employee with a Meal
21 Period of not less than 30 minutes [...] An employer may not employ an employee for a
22 work period of more than 10 hours per day without providing the employee with a second
23 Meal Period of not less than 30 minutes” Lab. Code § 512(a); *see also* 8 Cal. Code Regs.
24 § 11040 (11).

25 17. Unless the employee is relieved of all duty during a thirty (30) minute Meal Period, the
26 Meal Period shall be considered an “on duty” Meal Period and counted as time worked. 8
27 Cal. Code Regs. § 11040 (11).
28

- 1 18. California law requires employers to provide nonexempt employees with a 10-minute
2 Rest Period for every four hours worked, or “major fraction thereof.” 8 Cal. Code Regs.
3 § 11040 (12).
- 4 19. An employer who fails to provide Meal or Rest Periods as required by an applicable
5 Wage Order must pay the employee one additional hour of pay at the employee’s regular
6 rate of pay for each workday that the Meal or Rest Period was not provided. Lab. Code §
7 226.7(b); 8 Cal. Code Regs. § 11040 (11), (12).
- 8 20. Within the operative time period, Defendants failed to possess compliant Meal and Rest
9 Period policies.
- 10 21. For example, Defendants do not possess a legal Rest Period policy, as its Rest Period
11 policy lacks required language under California law. Defendants makes no attempt to
12 ensure that its employees are either timely or wholly provided Rest Periods. Plaintiff
13 would often either miss a Rest Period entirely, be provided a short or untimely Rest
14 Period, or be provided only one Rest Period, even when she was working in excess of 6.5
15 hours a day. Defendants would pressure Plaintiff to either skip or cut short a Rest Period,
16 as employees were expected to respond to clients and supervisors at all times.
- 17 22. Moreover, Defendants illegally retained control over its employees during Rest Periods.
18 For example, Defendants required Plaintiff to “remain on the premises” (i.e. remain at the
19 facility to clean or prepare stations) and to remain “on call” (i.e. be available to clients,
20 and supervisors) at all times, including during Rest Periods.
- 21 23. These violations are due, in part, to the fact that Defendants do not possess a legal Rest
22 Period policy or practice, as its Rest Period policy lacks required language, resulting in
23 employees failing to receive all Rest Periods legally due. Defendants do not provide Rest
24 Periods, as defined by California law. Further, Defendants have never provided a
25 compliant Rest Period Penalty Payment to Plaintiff as to the above referenced-issues.
- 26 24. Defendants also do not possess a legal Meal Period policy, and made no attempt to ensure
27 that Plaintiff was are either timely or wholly provided Meal Periods. Plaintiff would often
28 either miss a Meal Period entirely, be provided a short or late Meal Period, or be provided

1 only one Meal Period, even when she was working in excess of 10 hours a day. Over the
2 course of her employment, Plaintiff was never allotted time to take a Meal Period and
3 were instructed on numerous occasions to “remain on the premises” (i.e. remain at the
4 facility to clean or prepare stations) and to remain “on call” (i.e. be available to clients
5 and supervisors) at all times, including during Meal Periods. Additionally, Defendants
6 failed to accurately record Plaintiff’s actual start and stop times of Meal Periods, in
7 violation of the IWC Wage Orders. 8 Cal. Code Regs. § 11040 (7)(A)(3).

8 25. Moreover, Defendants’ policies and practices preclude “duty-free” Meal and Rest
9 Periods, in that Plaintiff was required to remain “on-call” at all times, including during
10 the Meal and Rest Periods, in order to (among other reasons) remain available during her
11 Meal Periods to attend to client needs and/or respond to supervisors. These institutional
12 and established practices Defendants are illegal, in that Plaintiff was denied proper and/or
13 timely Meal and Rest Periods.

14 26. Defendants willfully failed and refused to pay Plaintiff one additional hour of pay at her
15 regular rate of pay for all workdays that a Meal or Rest Period was not provided, as
16 required by Labor Code § 226.7 and IWC Wage Order 4 (11), (12).

17 27. As a direct result of Defendants’ failure to comply with the foregoing provisions of the
18 Labor Code, Plaintiff has been damaged in an amount to be proven at trial.

19 28. Pursuant to, *inter alia*, Labor Code § 218.5, and 1194, Plaintiff is entitled to recoup the
20 unpaid wages, penalties, costs, interest, and reasonable attorney’s fees.

21 **SEVENTH CAUSE OF ACTION**

22 **Failure to Pay Wages Upon Separation**

23 **[Labor Code §§ 201-203]**

24 **(By Plaintiff against Defendants and DOES 1 through 10)**

25 29. Plaintiff re-alleges and incorporates by reference each and every allegation contained in
26 the preceding paragraphs as though fully set forth herein.

27 30. Defendants willfully failed to provide Plaintiff with all wages earned and unpaid at
28 termination in violation of, among other statutes, Labor Code §§ 201 through 203. These

violations resulted from, among other unlawful actions, Defendants' willful failure to provide accurate and complete compensation to aggrieved employees under Labor Code §§ 226.7, 510, 512, and 1197.

31. Defendants failed to provide all compensation upon termination of employment in violation of Labor Code §§ 201-203 due, in part, to the fact that Defendants failed to provide proper compensation for all hours worked, and failed to pay meal and/or rest period penalties.

32. As a direct result of Defendants' failure to comply with the foregoing provisions of the Labor Code, Plaintiff has been damaged in an amount to be proven at trial.

33. Pursuant to, *inter alia*, Labor Code § 218.5, 218.6, and 1194, Plaintiff is entitled to recoup the unpaid wages, costs, interest, and reasonable attorney's fees.

EIGHTH CAUSE OF ACTION

Failure to Reimburse

[Labor Code § 2802]

(By Plaintiff against Defendants and DOES 1 through 10)

34. Plaintiff re-alleges and incorporates by reference each and every allegation contained in the preceding paragraphs as though fully set forth herein.

35. Defendants failed to reimburse Plaintiff for all necessary business expenditures incurred in direct consequence of the discharge of her duties in violation of, among other statutes, Labor Code § 2802. These expenditures are the result of, *inter alia*, Defendants' standard policies which require its employees to incur cell phone and equipment costs without reimbursement.

36. As a direct result of Defendants' failure to comply with the foregoing provisions of the Labor Code, Plaintiff has been damaged in an amount to be proven at trial.

37. Pursuant to, *inter alia*, Labor Code § 2802, Plaintiff is entitled to recoup the amount of expenditure, costs, interest, and reasonable attorney's fees.

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NINTH CAUSE OF ACTION

Unlawful, Unfair, And/Or Fraudulent Business Practices

[Cal. Bus. & Prof. Code § 17200, et seq.]

(By Plaintiff against Defendant ASPEN’S DOG HOUSE, LLC and DOES 1 through 10)

38. Plaintiff re-alleges and incorporates by reference each and every allegation contained in the preceding paragraphs as though fully set forth herein.
39. California Business & Professions Code §§ 17200 et seq. prohibits the engagement of any business acts or practices constituting unfair competition. Section 17200 defines “unfair competition” to mean and include “...any unlawful, unfair or fraudulent business act or practice.”
40. Plaintiff performed work for Defendants, as an employee, as stated herein.
41. Defendants has committed acts of unfair competition as defined by the Unfair Business Practices Act, by engaging in the unlawful, unfair and fraudulent business practices and acts described in this Complaint, including, but not limited to Defendants’ failure to pay Plaintiff a legal wage. Such practices negatively affect Defendants’ competitors who *do pay* their employees legally.
42. As a direct and proximate result of Defendants’ unlawful and/or unfair business acts or practices, Plaintiff has suffered an injury-in-fact and was deprived of money or property to which she has valid and cognizable claims.
43. The harm to Plaintiff resulting from these unlawful and/or unfair business acts or practices, far outweighs whatever benefits, if any, such business practices have for Defendants.
44. In addition to all other damages properly recoverable, Plaintiff is entitled to all restitution damages arising from Defendants unlawful and/or unfair business acts or practices, in an amount to be established according to proof plus interest.
45. Plaintiff is further entitled to cumulative damages pursuant to California Business and Professions Code § 17205, and an award of attorneys’ fees pursuant to California Code of Civil Procedure § 1021.5.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment as follows:

1. For compensatory damages according to proof, as set forth under Labor Code §§ 510, 1194, and 2802, among other statutes;
2. For penalties and restitution of wages according to proof, as set forth under Labor Code §§ 226, 226.7, and 1197.1, among other statutes;
3. For lost back pay in an amount to be proven;
4. Where available, for liquidated damages pursuant to Labor Code § 1194.2;
5. Where available, for cumulative damages pursuant to California Business and Professions Code § 17205
6. Where available, for an award of interest, including prejudgment interest, pursuant to Labor Code § 218.6;
7. For punitive damages in an amount necessary to make an example of and to punish Defendants, and to deter future similar conduct;
8. For special damages in an amount according to proof;
9. For an award of attorneys' fees and costs of suit herein pursuant to Labor Code §§ 218.5, 218.6, 226, 1194, 1197.5, 2802 and Code of Civil Procedure § 1021.5; and
10. For such other relief as the Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiff hereby requests that this matter be heard and decided by trial by jury.

DATED: April 18, 2024

GRUENBERG LAW



JOSHUA D. GRUENBERG, ESQ.
KATHERINE D. KREBS, ESQ.
Attorneys for Plaintiff
ALLISON KAIAHUA