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Attorneys for Plaintiff SAMANTHA A MUDGE,
on behalf of herself and current and former aggrieved employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

SAMANTHA A MUDGE, on behalf of herself and
current and former aggrieved employees

Plaintiff,

vs.

PETSMART LLC; and DOES 1 to 100, inclusive,

Defendants.

Case No.: **CVRI2504799**

PAGA ACTION

**PLAINTIFF SAMANTHA A
MUDGE'S COMPLAINT FOR:**

- CIVIL PENALTIES PURSUANT
TO THE PRIVATE ATTORNEYS
GENERAL ACT OF 2004
("PAGA"), LABOR CODE
SECTIONS 2698, ET SEQ.**

COMES NOW Plaintiff SAMANTHA A MUDGE ("Plaintiff"), who alleges and complains
against Defendants PETSMART LLC; and DOES 1 to 100, inclusive (collectively "Defendants")
as follows:

I. INTRODUCTION

1. This is a Private Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.*
("PAGA") representative action brought by Plaintiff on behalf of the State of California, herself
and other current and former aggrieved employees of Defendants who worked as hourly non-exempt
employees in California during the relevant time period seeking civil penalties associated with
Defendants' violation of the Labor Code based on Defendants' failure to authorize and permit all
legally required and legally compliant lactation accommodation breaks and/or failure to pay

1 lactation accommodation premiums. Plaintiff experienced these violations personally, as well as is
2 informed and believes other aggrieved employees did as well. Plaintiff seeks on a representative
3 basis, following notice to the Labor and Workforce Development Agency, civil penalties, reasonable
4 attorneys' fees pursuant to Labor Code section 2699(g)(1) and costs brought on behalf of Plaintiff,
5 the State of California, and others aggrieved.

6 **II. JURISDICTION AND VENUE**

7 2. This Court has jurisdiction over the claims of Plaintiff and all other current and
8 former aggrieved California-based hourly non-exempt employees because Plaintiff's lawsuit seeks
9 civil penalties on behalf of herself, all other current and former aggrieved California-based hourly
10 non-exempt employees, and the State of California in excess of twenty-five thousand dollars
11 (\$25,000); Defendants employed Plaintiff and all other current and former aggrieved California-
12 based hourly non-exempt employees; and the injuries to Plaintiff and all other current and former
13 aggrieved California-based hourly non-exempt employees occurred in locations throughout
14 California, including but not limited to Riverside County, at 2828 Campus Parkway, Riverside, CA
15 92507.

16 **III. PARTIES**

17 1. Plaintiff brings this action as a representative of the Labor and Workforce
18 Development Agency on behalf of herself and other current and former employees subject to
19 violations of the Labor Code. The named Plaintiff and the persons on whose behalf this action is
20 filed include current, former and/or future employees of Defendants who work, worked, or will work
21 for Defendants as direct employees as well as temporary employees employed through temp
22 agencies as hourly non-exempt employees in California. At all times mentioned herein, the currently
23 named Plaintiff is and was domiciled and a resident and citizen of California and was employed by
24 Defendants in an hourly position at Defendants' location in Riverside County from in or around
25 2022 until on or about current.

26 2. Plaintiff is informed and believes and thereon alleges that Defendant PETSMART
27 LLC is authorized to do business within the State of California and is doing business in the State of
28 California and/or that Defendants DOES 1-50 are, and at all times relevant hereto were persons

1 acting on behalf of Defendant PETSMART LLC in the establishment of, or ratification of, the
2 aforementioned illegal wage and hour practices or policies. Defendant PETSMART LLC operates
3 in Riverside County and employed Plaintiff and aggrieved employees in Riverside County,
4 including but not limited to, at 2828 Campus Parkway, Riverside, CA 92507.

5 3. Plaintiff is informed and believes and thereon alleges that Defendants DOES 1
6 through 50 are corporations, or are other business entities or organizations of a nature unknown to
7 Plaintiff that employed Plaintiff and aggrieved California non-exempt employees, permitted
8 Plaintiff and aggrieved employees to work, and exercised control over the wages, hours and working
9 conditions of employment of Plaintiff and aggrieved employees.

10 4. Plaintiff is informed and believes and thereon alleges that Defendants DOES 51
11 through 100 are individuals unknown to Plaintiff. Each of the individual defendants is sued
12 individually and in his or her capacity as an agent, shareholder, owner, representative, manager,
13 supervisor, independent contractor and/or employee of each defendant who violated or caused to be
14 violated the minimum wage and overtime provisions of the Labor Code and/or any provision of the
15 Industrial Welfare Commission's wage orders regulating hours and days of work.

16 5. Plaintiff is unaware of the true names of Defendants DOES 1 through 100. Plaintiff
17 sues said defendants by said fictitious names, and will amend this complaint when the true names
18 and capacities are ascertained or when such facts pertaining to liability are ascertained, or as
19 permitted by law or by the Court. Plaintiff is informed and believes that each of the fictitiously
20 named defendants is in some manner responsible for the events and allegations set forth in this
21 complaint.

22 6. Plaintiff makes the allegations in this complaint without any admission that, as to
23 any particular allegation, Plaintiff bears the burden of pleading, proving, or persuading and Plaintiff
24 reserves all of Plaintiff's right to plead in the alternative.

25 **FIRST CAUSE OF ACTION**

26 **CIVIL PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF**
27 **2004, LABOR CODE SECTIONS 2698, ET SEQ.**

28 **(Against all Defendants by Plaintiff on behalf of Themselves, the State of California, and**

1 **Other Current and Former Aggrieved Employees)**

2 7. Plaintiff incorporates all paragraphs above as though fully set forth herein.

3 8. During Plaintiff's employment and continuing through the present, Plaintiff alleges
4 Defendants violated Labor Code sections 204, 223, 1030, 1031,1033, 6401.7, 6401.9 and the
5 applicable Wage Orders.

6 9. Specifically, Defendants have committed the following violations of California
7 Labor Code:

8 10. **Failure to authorize and permit all legally required and legally compliant**
9 **lactation accommodation breaks and/or failure to pay lactation accommodation premiums:**
10 Defendants often employed non-exempt employees, including the named Plaintiff and all other
11 current and former aggrieved California-based hourly non-exempt employees, who desired to
12 express breast milk for the employees' infant children.

13 11. California law requires every employer to provide a reasonable amount of break time
14 to accommodate an employee's desire to express breast milk for the employee's infant child each
15 time the employee needs to express milk. California law also requires that an employer provide an
16 employee with a room or location for the employee to express milk in private which shall:

17 (a) not be a bathroom, shall be in close proximity to the employee's work area, shielded
18 from view and free from intrusion while the employee is expressing milk;

19 (b) shall be safe, clean, and free of hazardous materials as defined in Labor Code section
20 6382;

21 (c) shall contain a surface to place a breast pump and personal items;

22 (d) shall contain a place to sit; and

23 (e) shall have access to electricity or alternative devices, including, but not limited to,
24 extension cords or charging stations, needed to operate an electric or battery-powered breast pump.

25 12. California law also requires the employer provide access to a sink with running water
26 and a refrigerator suitable for storing milk in close proximity to the employee's workspace or other
27 suitable cooling device if a refrigerator cannot be provided. If an employer fails to provide reasonable
28 break time or adequate space to express milk, the employer must pay the employee an additional

1 hour of pay at the employee's regular rate for each workday the adequate space or reasonable time
2 is not provided. (Lab. Code §§1033, subd. (a), 226.7, subd. (c).)

3 13. In this case, Plaintiff and all other current and former aggrieved California-based
4 hourly non-exempt employees of Defendants sought to express breast milk for the employees' infant
5 children; however, Defendants employed policies, practices, and/or procedures or lack of such
6 policies, practices, and/or procedures which resulted in its failure to provide Plaintiff and all other
7 current and former aggrieved California-based hourly non-exempt employees with reasonable break
8 time for lactation or a room which complied with the requirements of California law, including but
9 not limited to, the room not being private and shielded from view or free from intrusion while the
10 employee is expressing milk. For example, the room where Plaintiff and all other current and former
11 aggrieved California-based hourly non-exempt employees were permitted to express milk (a) had
12 no blinds or other forms of shielding view of the inside of the room; (b) had no locking mechanism
13 on the door(s); and (c) which other employees were permitted to enter the room while Plaintiff and
14 all other current and former aggrieved California-based hourly non-exempt employees were
15 expressing milk.

16 14. Additionally, Defendants failed to pay Plaintiff and all other current and former
17 aggrieved California-based hourly non-exempt employees an additional hour of pay at their regular
18 rate of compensation for each workday the employees did not receive all legally required and
19 compliant lactation periods, i.e., legally compliant time or space. Defendants employed policies and
20 procedures which ensured that employees did not receive any lactation period premium wages to
21 compensate them for workdays in which they did not receive all legally required and compliant
22 lactation periods.

23 15. The aforementioned policies, practices, and/or procedures of Defendants resulted in
24 Plaintiff and all other current and former aggrieved California-based hourly non-exempt employees
25 not being provided with all legally required and compliant lactation periods and/or not receiving
26 premium wages to compensate them for such instances, all in violation of California law.

27 16. Pursuant to the applicable Industrial Welfare Commission ("IWC") Wage Order
28 ("Wage Order"), codified at California Code of Regulations, title 8, section 11050, Defendants are

1 employers of Plaintiff within the meaning of Wage Order 5 and applicable Labor Code sections.
2 Therefore, each of these Defendants is jointly and severally liable for the wrongs complained of
3 herein in violation of the Wage Order and the Labor Code.

4 17. **Failure to timely pay earned wages during employment:** In California, wages
5 must be paid at least twice during each calendar month on days designated in advance by the
6 employer as regular paydays, subject to some exceptions. Labor Code section 204(a). Wages earned
7 between the 1st and 15th days, inclusive, of any calendar month must be paid between the 16th and
8 the 26th day of that month and wages earned between the 16th and the last day, inclusive, of any
9 calendar month must be paid between the 1st and 10th day of the following month. *Id.* Other payroll
10 periods such as those that are weekly, biweekly, or semimonthly, must be paid within seven (7)
11 calendar days following the close of the payroll period in which wages were earned. Labor Code
12 section 204(d).

13 18. As a derivative of Plaintiff's claims above, Plaintiff alleges that Defendants failed to
14 timely pay Plaintiff's and other current and former aggrieved California-based hourly non-exempt
15 employees' earned wages in violation of Labor Code section 204. Defendants' aforementioned
16 policies, practices, and/or procedures resulted in their failure to pay Plaintiff's and other current and
17 former aggrieved California-based hourly non-exempt employees' their earned wages within the
18 applicable time frames outlined in Labor Code section 204.

19 19. Plaintiff also believes these failures were malicious, fraudulent, or oppressive.
20 Employer would further be liable for civil penalties pursuant to Labor Code section
21 2699(f)(2)(B)(ii).

22 20. **Secret payment of lower wages than designated by statute:** Labor Code section
23 223 provides that, where any statute or contract requires an employer to maintain the designated
24 wage scale, it shall be unlawful to secretly pay a lower wage while purporting to pay the wage
25 designated by statute or contract. By engaging in the unlawful conduct alleged herein, including by
26 failing to: pay overtime wages at the applicable legal overtime rate, meal break premiums and lawful
27 sick pay at the employees' regular rate of pay, as established by Labor Code sections 226.7, 246,
28 510, 1194 and sections 11 and 12 of the applicable IWC Wage Orders, as incorporated by Labor

Code section 1198, the Defendant secretly paid a lower wage than designated by statute while purporting to pay the wages designated by statute, in violation of Labor Code section 223.

21. Plaintiff also believes these failures were malicious, fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

22. Failure to Establish, Implement, and Maintain a Workplace Violence and Injury Prevention Program in Compliance with Labor Code Sections 6401.7 and 6401.9.:

California Labor Code Section 6401.7 requires every employer to establish, implement, and maintain an effective injury prevention program. California Labor Code Section 6401.9 requires California employers to adopt a comprehensive Workplace Violence Prevention Plan (WVPP), train employees on workplace violence, log safety incidents, and conduct periodic inspections to evaluate workplace violence hazards.

23. Plaintiff alleges that Defendant did not comply with Defendant's responsibilities and duties under Labor Code sections 6401.7 and 6401.9. Plaintiff is informed and believes and thereon alleges that Defendant (1) failed to establish, implement, and maintain an effective injury prevention program; (2) failed to adopt a compliant Workplace Violence Prevention Plan; (3); failed to train Plaintiff and other aggrieved California-based hourly non-exempt employees in workplace violence and injury prevention; (4) failed to log safety incidents; and (5) failed to conduct compliant periodic inspections. Plaintiff believes these failures were willful and intentional. Plaintiff also believes these failures were malicious, fraudulent, or oppressive. Defendant would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

24. Based on these violations, Plaintiff will seek civil penalties pursuant to PAGA, Labor Code sections 2698, et seq., under Labor Code sections 6401.9(g), 6317(d), and 2699(f) on behalf of LWDA, against Plaintiff if authorized to file a representative action on behalf of the State of California.

25. Labor Code sections 2699, subdivisions (a) and (g) authorize an aggrieved employee, on behalf of himself or herself and other current or former employees, to bring a civil action to recover civil penalties against all Defendants pursuant to the procedures specified in Labor Code

1 section 2699.3.

2 26. Plaintiff has complied with the procedures for bringing suit specified in Labor Code
3 section 2699.3. On May 15, 2025, Plaintiff filed a PAGA Claim Notice with the LWDA and
4 provided notice to Defendants by certified mail which provided notice of the specific provisions of
5 the Labor Code alleged to have been violated, including the facts and theories to support the
6 violations alleged.

7 27. Pursuant to Labor Code section 2699.3, the LWDA must give written notice by
8 certified mail to the parties that it intends to investigate the alleged violations of the Labor Code
9 within 60 days of the date of the complainant's written notice. The LWDA failed to provide the
10 parties notice within 60 days of the date of Plaintiff's PAGA Claim Notice that the LWDA intends
11 to investigate Plaintiff's claims.

12 28. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff is entitled to recover civil
13 penalties for Defendants' violations of Labor Code sections 204 and 223, During Plaintiff's
14 employment and continuing through the present, preceding Plaintiff sending the initial PAGA Claim
15 Notice to the LWDA to the present, in the following amounts:

16 a. For violations of Labor Code section 204, one hundred dollars (\$100) for
17 each failure to pay each employee in any initial violation, and for each subsequent violation, or any
18 willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee,
19 plus 25 percent of the amount unlawfully withheld [penalty amounts established by Labor Code
20 section 210].

21 b. For violations of Labor Code section 223, one hundred dollars (\$100) for
22 each failure to pay each employee in any initial violation, and for each subsequent violation, or any
23 willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee,
24 plus 25 percent of the amount unlawfully withheld [penalty amounts established by Labor Code
25 section 225.5].

26 29. Pursuant to Labor Code section 2699(g), Plaintiff is entitled to an award of
27 reasonable attorneys' fees and costs in connection with her claims for civil penalties.
28

PRAYER FOR RELIEF

WHEREFORE, PLAINTIFF, ON BEHALF OF HERSELF AND ON OTHER AGGRIEVED EMPLOYEES, PRAYS AS FOLLOWS:

ON THE FIRST CAUSE OF ACTION:

1. That Defendants be found to have violated the provisions of the Labor Code and the IWC Wages Orders as to the Plaintiff and aggrieved employees;

2. For any and all legally applicable penalties during the relevant statute of limitations subject to any permissible tolling, including but not limited to those recoverable under the California Labor Code, including but not limited to sections 210, 225.5, 226.3, 558, 2699(f);

3. For attorneys' fees and costs of suit, including but not limited to those recoverable under California Labor Code section 2699(g); and

4. For such and other further relief, in law and/or equity, as the Court deems just or appropriate.

Dated: August 8, 2025

Respectfully submitted,
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