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David W. Slayton, Executive Officer / Clerk of Court

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

RACHEL MACDONALD, on behalf of the
State of California, as a private attorney
general,

Plaintiff,

vs.

BEST FRIENDS ANIMAL SOCIETY, a
Corporation; and DOES 1 through 50, inclusive,

Defendants.

Case No. 22CHCV01532

**FIRST AMENDED REPRESENTATIVE
ACTION COMPLAINT FOR:**

1. Civil Penalties Pursuant to Labor Code
§ 2699, *et seq.* for violations of Labor
Code §§ 201, 202, 203, 204 *et seq.*, 210,
218, 221, 226(a), 226.7, 227.3, 510, 512,
558(a)(1)(2), 1194, 1197, 1197.1, 1198,
2802, California Code of Regulations,
Title 8, Section 11040, Subdivision 5(A)-
(B), and the applicable Wage Order(s);
and
2. Wrongful Termination in Violation of
Public Policy.

1 Plaintiff Rachel Macdonald (“PLAINTIFF”), on behalf of the people of the State of
2 California and as an “aggrieved employee” acting as a private attorney general under the Labor
3 Code Private Attorney General Act of 2004, § 2699, *et seq.* (“PAGA”), alleges on information
4 and belief, except for her own acts and knowledge which are based on personal knowledge, the
5 following:

6 7 INTRODUCTION

8 1. PLAINTIFF brings this action against Defendant Best Friends Animal Society
9 (referred to as “DEFENDANT”) seeking to recover PAGA civil penalties for herself, and on
10 behalf of all current and former aggrieved employees that worked for DEFENDANT. As to the
11 First Cause of Action brought pursuant to PAGA, PLAINTIFF does **not seek to recover**
12 **anything other than penalties as permitted by California Labor Code § 2699**. To the extent
13 that statutory violations are mentioned for wage violations, PLAINTIFF does not seek
14 underlying general and/or special damages for those violations, but simply the civil penalties
15 permitted by California Labor Code § 2699.

16 2. California has enacted the PAGA to permit an individual to bring an action on
17 behalf of herself and on behalf of others for PAGA penalties.

18 3. Accordingly, PLAINTIFF seeks to obtain all applicable relief for DEFENDANT’s
19 violations under PAGA – that is, penalties and any other relief the Court deems proper pursuant
20 to the PAGA.

21 22 THE PARTIES

23 4. Best Friends Animal Society (“DEFENDANT”) is a corporation that at all
24 relevant times mentioned herein conducted and continues to conduct substantial business in the
25 state of California.

26 5. DEFENDANT provides sanctuary for homeless animals.

27 6. PLAINTIFF was employed by DEFENDANT in California from August of 2021
28 to August 26, 2022 and was at all times classified by DEFENDANT as a non-exempt

1 employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and
2 payment of minimum and overtime wages due for all time worked.

3 7. PLAINTIFF, and such persons that may be added from time to time who satisfy
4 the requirements and exhaust the administrative procedures under the Private Attorney General
5 Act, brings this Representative Action on behalf of the State of California with respect to herself
6 and all individuals who are or previously were employed by DEFENDANT in California,
7 including any employees staffed with DEFENDANT by a third party, and classified as non-
8 exempt employees ("AGGRIEVED EMPLOYEES") during the time period of October 4, 2021
9 until a date as determined by the Court (the "PAGA PERIOD").

10 8. PLAINTIFF, on behalf of herself and all AGGRIEVED EMPLOYEES
11 presently or formerly employed by DEFENDANT during the PAGA PERIOD, brings this
12 representative action pursuant to Labor Code § 2699, *et seq.* seeking fixed civil penalties for
13 DEFENDANT's violation of California Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 218,
14 221, 226(a), 226.7, 227.3, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802,
15 California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and the
16 applicable Wage Order(s). Based upon the foregoing, PLAINTIFF and all AGGRIEVED
17 EMPLOYEES are aggrieved employees within the meaning of Labor Code § 2699, *et seq.*

18 9. The true names and capacities, whether individual, corporate, subsidiary,
19 partnership, associate or otherwise of defendants DOES 1 through 50, inclusive, are
20 presently unknown to PLAINTIFF who therefore sues these Defendants by such fictitious
21 names pursuant to Cal. Civ. Proc. Code § 474. PLAINTIFF will seek leave to amend this
22 Complaint to allege the true names and capacities of Does 1 through 50, inclusive, when
23 they are ascertained. PLAINTIFF is informed and believes, and based upon that information
24 and belief alleges, that the Defendants named in this Complaint, including DOES 1 through
25 50, inclusive, are responsible in some manner for one or more of the events and happenings
26 that proximately caused the injuries and damages hereinafter alleged.

27 10. The agents, servants and/or employees of the Defendants and each of them
28 acting on behalf of the Defendants acted within the course and scope of his, her or its

1 authority as the agent, servant and/or employee of the Defendants, and personally
2 participated in the conduct alleged herein on behalf of the Defendants with respect to the
3 conduct alleged herein. Consequently, the acts of each Defendant are legally attributable to
4 the other Defendants and all Defendants are jointly and severally liable to PLAINTIFF and
5 all the AGGRIEVED EMPLOYEES, for the loss sustained as a proximate result of the
6 conduct of the Defendants' agents, servants and/or employees.

7 8 **THE CONDUCT**

9 11. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT
10 was required to pay PLAINTIFF and the AGGRIEVED EMPLOYEES for all their time
11 worked, meaning the time during which an employee is subject to the control of an
12 employer, including all the time the employee is suffered or permitted to work.
13 DEFENDANT requires PLAINTIFF and the AGGRIEVED EMPLOYEES to work without
14 paying them for all the time they are under DEFENDANT's control. Among other things,
15 DEFENDANT requires PLAINTIFF to work while clocked out during what is supposed to
16 be PLAINTIFF's off-duty meal break. PLAINTIFF was from time to time interrupted by
17 work assignments while clocked out for what should have been PLAINTIFF's off-duty meal
18 break. DEFENDANT, as a matter of established company policy and procedure,
19 administers a uniform practice of rounding the actual time worked and recorded by
20 PLAINTIFF and the AGGRIEVED EMPLOYEES, always to the benefit of DEFENDANT,
21 so that during the course of their employment, PLAINTIFF and the AGGRIEVED
22 EMPLOYEES are paid less than they would have been paid had they been paid for actual
23 recorded time rather than "rounded" time. Additionally, DEFENDANT engages in the
24 practice of requiring PLAINTIFF and the AGGRIEVED EMPLOYEES to perform work off
25 the clock in that DEFENDANT, as a condition of employment, required these employees to
26 submit to mandatory temperature checks and symptom questionnaires for COVID-19
27 screening prior to clocking into DEFENDANT's timekeeping system for the workday. As a
28 result, PLAINTIFF and the AGGRIEVED EMPLOYEES forfeit minimum wage, overtime

1 wage compensation, and off-duty meal breaks by working without their time being correctly
2 recorded and without compensation at the applicable rates. DEFENDANT's policy and
3 practice not to pay PLAINTIFF and the AGGRIEVED EMPLOYEES for all time worked, is
4 evidenced by DEFENDANT's business records.

5 12. State law provides that employees must be paid overtime and meal and rest
6 break premiums at one-and-one-half times their "regular rate of pay." PLAINTIFF and the
7 AGGRIEVED EMPLOYEES are compensated at an hourly rate plus incentive pay that is
8 tied to specific elements of an employee's performance.

9 13. The second component of PLAINTIFF's and the AGGRIEVED
10 EMPLOYEES' compensation is DEFENDANT's non-discretionary incentive program that
11 paid PLAINTIFF and the AGGRIEVED EMPLOYEES incentive wages based on their
12 performance for DEFENDANT. The non-discretionary incentive program provided all
13 employees paid on an hourly basis with incentive compensation when the employees met the
14 various performance goals set by DEFENDANT. However, when calculating the regular
15 rate of pay in order to pay overtime and meal and rest break premiums to PLAINTIFF and
16 the AGGRIEVED EMPLOYEES, DEFENDANT failed to include the incentive
17 compensation as part of the employees' "regular rate of pay" for purposes of calculating
18 overtime pay and meal and rest break premium pay. Management and supervisors described
19 the incentive program to potential and new employees as part of the compensation package.
20 As a matter of law, the incentive compensation received by PLAINTIFF and the
21 AGGRIEVED EMPLOYEES must be included in the "regular rate of pay." The failure to
22 do so has resulted in a underpayment of overtime compensation and meal and rest break
23 premiums to PLAINTIFF and the AGGRIEVED EMPLOYEES by DEFENDANT.

24 14. As a result of their rigorous work schedules, PLAINTIFF and the
25 AGGRIEVED EMPLOYEES were from time to time unable to take thirty (30) minute off
26 duty meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFF
27 and the AGGRIEVED EMPLOYEES were required from time to time to perform work as
28 ordered by DEFENDANT for more than five (5) hours during some shifts without receiving

1 a meal break. Further, DEFENDANT from time to time failed to provide PLAINTIFF and
2 AGGRIEVED EMPLOYEES with a second off-duty meal period for some workdays in
3 which these employees were required by DEFENDANT to work ten (10) hours of work.
4 DEFENDANT also engaged in the practice of rounding the meal period times to avoid
5 paying penalties to PLAINTIFF and the AGGRIEVED EMPLOYEES. PLAINTIFF and the
6 AGGRIEVED EMPLOYEES therefore forfeit meal breaks without additional compensation
7 and in accordance with DEFENDANT's corporate policy and practice.

8 15. During the PAGA PERIOD, PLAINTIFF and the AGGRIEVED
9 EMPLOYEES were also required from time to time to work in excess of four (4) hours
10 without being provided ten (10) minute rest periods. Further, these employees were denied
11 their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2)
12 to four (4) hours from time to time, a first and second rest period of at least ten (10) minutes
13 for some shifts worked of between six (6) and eight (8) hours from time to time, and a first,
14 second and third rest period of at least ten (10) minutes for some shifts worked of ten (10)
15 hours or more from time to time. PLAINTIFF and the AGGRIEVED EMPLOYEES were
16 also not provided with one hour wages in lieu thereof. Additionally, the applicable
17 California Wage Order requires employers to provide employees with off-duty rest periods,
18 which the California Supreme Court defined as time during which an employee is relieved
19 from all work related duties and free from employer control. In so doing, the Court held that
20 the requirement under California law that employers authorize and permit all employees to
21 take rest period means that employers must relieve employees of all duties and relinquish
22 control over how employees spend their time which includes control over the locations
23 where employees may take their rest period. Employers cannot impose controls that prohibit
24 an employee from taking a brief walk - five minutes out, five minutes back. Here,
25 DEFENDANT's policy restricted PLAINTIFF and the AGGRIEVED EMPLOYEES from
26 unconstrained walks and is unlawful based on DEFENDANT's rule which states
27 PLAINTIFF and the AGGRIEVED EMPLOYEES cannot leave the work premises during
28 their rest period.

1 16. During the PAGA PERIOD, DEFENDANT failed to accurately record and
2 pay PLAINTIFF and the AGGRIEVED EMPLOYEES for the actual amount of time these
3 employees worked. Pursuant to the Industrial Welfare Commission Wage Orders,
4 DEFENDANT was required to pay PLAINTIFF and the AGGRIEVED EMPLOYEES for
5 all time worked, meaning the time during which an employee was subject to the control of
6 an employer, including all the time the employee was permitted or suffered to permit this
7 work. DEFENDANT required these employees to work off the clock without paying them
8 for all the time they were under DEFENDANT's control. As such, DEFENDANT knew or
9 should have known that PLAINTIFF and the AGGRIEVED EMPLOYEES were under
10 compensated for all time worked. As a result, PLAINTIFF and the AGGRIEVED
11 EMPLOYEES forfeited time worked by working without their time being accurately
12 recorded and without compensation at the applicable minimum wage and overtime wage
13 rates. To the extent that the time worked off the clock does not qualify for overtime
14 premium payment, DEFENDANT fails to pay minimum wages for the time worked off-the-
15 clock in violation of Cal. Lab. Code §§ 1194, 1197, and 1197.1.

16 17. From time to time, DEFENDANT also failed to provide PLAINTIFF and the
17 AGGRIEVED EMPLOYEES with complete and accurate wage statements which failed to
18 show, among other things, the correct gross and net wages earned. Cal. Lab. Code § 226
19 provides that every employer shall furnish each of his or her employees with an accurate
20 itemized wage statement in writing showing, among other things, gross wages earned and all
21 applicable hourly rates in effect during the pay period and the corresponding amount of time
22 worked at each hourly rate. PLAINTIFF and the AGGRIEVED EMPLOYEES were paid on
23 an hourly basis. As such, the wage statements should reflect all applicable hourly rates
24 during the pay period and the total hours worked, and the applicable pay period in which the
25 wages were earned pursuant to California Labor Code Section 226(a). The wage statements
26 DEFENDANT provided to PLAINTIFF and the AGGRIEVED EMPLOYEES failed to
27 identify such information. More specifically, the wage statements failed to identify the
28 accurate total hours worked each pay period. When the hours shown on the wage statements

1 were added up, they did not equal the actual total hours worked during the pay period in
2 violation of Cal. Lab. Code 226(a)(2). Aside, from the violations listed above in this
3 paragraph, DEFENDANT failed to issue to PLAINTIFF an itemized wage statement that
4 lists all the requirements under California Labor Code 226 *et seq.* As a result, DEFENDANT
5 from time to time provided PLAINTIFF and the AGGRIEVED EMPLOYEES with wage
6 statements which violated Cal. Lab. Code § 226.

7 18. Cal. Lab. Code § 204(d) provides, the requirements of this section shall be
8 deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if
9 the wages are paid not more than seven (7) calendar days following the close of the payroll
10 period. Cal. Lab. Code § 210 provides:

11 [I]n addition to, and entirely independent and apart from, any other penalty
12 provided in this article, every person who fails to pay the wages of each
13 employee as provided in Sections. . . .204. . . shall be subject to a civil penalty
14 as follows: (1) For any initial violation, one hundred dollars (\$100) for each
15 failure to pay each employee; (2) For each subsequent violation, or any willful
16 or intentional violation, two hundred dollars (\$200) for each failure to pay
17 each employee, plus 25 percent of the amount unlawfully withheld.

18 19. DEFENDANT from time to time failed to pay PLAINTIFF and the
19 AGGRIEVED EMPLOYEES within seven (7) days of the close of the payroll period in
20 accordance with Cal. Lab. Code § 204(d), including but not limited to for the “Hourly”
21 regular wage payments.

22 20. DEFENDANT underpaid sick pay wages to PLAINTIFF and the
23 AGGRIEVED EMPLOYEES by failing to pay such wages at the regular rate of pay in
24 violation of Cal. Lab. Code Section 246. Specifically, PLAINTIFF and other non-exempt
25 employees earn non-discretionary remuneration. Rather than pay sick pay at the regular rate
26 of pay, DEFENDANT underpaid sick pay to PLAINTIFF and the AGGRIEVED
27 EMPLOYEES at their base rates of pay.

28 21. Cal. Lab. Code Section 246(1)(2) requires that paid sick time for nonexempt
employees be calculated by dividing the employee’s total wages, not including overtime
premium pay, by the employee’s total hours worked in the full pay periods of the prior 90
days of employment.

1 22. DEFENDANT violated Cal. Lab. Code Section 246 by failing to pay sick pay
2 at the regular rate of pay. PLAINTIFF and the AGGRIEVED EMPLOYEES routinely
3 earned non-discretionary incentive wages which increased their regular rate of pay.
4 However, when sick pay was paid, it was paid at the base rate of pay for PLAINTIFF and
5 the AGGRIEVED EMPLOYEES, as opposed to the correct, higher regular rate of pay, as
6 required under Cal. Lab. Code Section 246.

7 23. As a pattern and practice, DEFENDANT regularly failed to pay PLAINTIFF
8 and the AGGRIEVED EMPLOYEES their correct wages and accordingly owe waiting time
9 penalties pursuant to Cal. Lab. Code Section 203. Further, PLAINTIFF is informed and
10 believes and based thereon alleges that such failure to pay sick pay at regular rate was
11 willful, such that PLAINTIFF and the AGGRIEVED EMPLOYEES whose employment has
12 separated are entitled to waiting time penalties pursuant to Cal. Lab. Code Sections 201-203.

13 24. Pursuant to Cal. Lab. Code Section 221, "It shall be unlawful for any employer
14 to collect or receive from an employee any part of wages theretofore paid by said employer
15 to said employee." DEFENDANT failed to pay all compensation due to PLAINTIFF and
16 the AGGRIEVED EMPLOYEES, made unlawful deductions from compensation payable to
17 PLAINTIFF and the AGGRIEVED EMPLOYEES, failed to disclose all aspects of the
18 deductions from compensation payable to PLAINTIFF and the AGGRIEVED
19 EMPLOYEES, and thereby failed to pay these employees all wages due at each applicable
20 pay period and upon termination.

21 25. DEFENDANT intentionally and knowingly failed to reimburse and indemnify
22 PLAINTIFF and the AGGRIEVED EMPLOYEES for required business expenses incurred
23 by the PLAINTIFF and the AGGRIEVED EMPLOYEES in direct consequence of
24 discharging their duties on behalf of DEFENDANT. Under California Labor Code Section
25 2802, employers are required to indemnify employees for all expenses incurred in the course
26 and scope of their employment. Cal. Lab. Code § 2802 expressly states that "an employer
27 shall indemnify his or her employee for all necessary expenditures or losses incurred by the
28 employee in direct consequence of the discharge of his or her duties, or of his or her

1 obedience to the directions of the employer, even though unlawful, unless the employee, at
2 the time of obeying the directions, believed them to be unlawful."

3 26. In the course of their employment PLAINTIFF and the AGGRIEVED
4 EMPLOYEES as a business expense, were required by DEFENDANT to use their own
5 personal cellular phones as a result of and in furtherance of their job duties as employees for
6 DEFENDANT but are not reimbursed or indemnified by DEFENDANT for the cost
7 associated with the use of their personal cellular phones for DEFENDANT's benefit.
8 Specifically, PLAINTIFF and the AGGRIEVED EMPLOYEES were required by
9 DEFENDANT to use their personal cellular phones. As a result, in the course of their
10 employment with DEFENDANT, PLAINTIFF and the AGGRIEVED EMPLOYEES
11 incurred unreimbursed business expenses which included, but were not limited to, costs
12 related to the use of their personal cellular phones all on behalf of and for the benefit of
13 DEFENDANT.

14 27. All of the conduct and violations alleged herein occurred during the PAGA
15 PERIOD. To the extent that any of the conduct and violations alleged herein did not affect
16 PLAINTIFF during the PAGA PERIOD, PLAINTIFF seeks penalties for those violations
17 that affected the AGGRIEVED EMPLOYEES pursuant to *Carrington v. Starbucks Corp.*
18 2018 AJDAR 12157 (Certified for Publication 12/19/18).

19 28. In August of 2022, and continuing throughout the rest of PLAINTIFF's
20 employment, PLAINTIFF engaged in protected activity by complaining to DEFENDANT's
21 of DEFENDANT's illegal employment practices, including, but not limited to,
22 DEFENDANT's failure to properly follow procedures and take precautions that led to
23 animal medical neglect at her facility, specifically DEFENDANT would leave cats and other
24 animals overnight without proper medical care and medications due to lack of staffing.

25 29. Subsequent to PLAINTIFF's participation in protective activity by
26 complaining to Marcela Ramos, who was PLAINTIFF's Supervisor in the position of
27 Assistant Manager and an employee of DEFENDANT, about DEFENDANT's unlawful
28 employment practices, DEFENDANT subjected PLAINTIFF to adverse employment actions

1 by retaliating against PLAINTIFF. Specifically, after PLAINTIFF complained to her
2 supervisor(s) of DEFENDANT's unlawful employment practices in August of 2022,
3 DEFENDANT terminated PLAINTIFF's employment with DEFENDANT in August of
4 2022. As a result, there is a causal link between the protected activity and DEFENDANT's
5 decision to terminate PLAINTIFF's employment, which is against public policy. As a direct
6 consequence of PLAINTIFF's complaints to DEFENDANT, DEFENDANT retaliated
7 against PLAINTIFF by terminating PLAINTIFF's employment in August of 2022.

8 9 **JURISDICTION AND VENUE**

10 30. This Court has jurisdiction over this Action pursuant to California Code of
11 Civil Procedure, Section 410.10.

12 31. Venue is proper in this Court pursuant to California Code of Civil Procedure,
13 Sections 395 and 395.5, because PLAINTIFF worked in this County for DEFENDANT and
14 DEFENDANT (i) currently maintains and at all relevant times maintained offices and
15 facilities in this County and/or conducts substantial business in this County, and (ii)
16 committed the wrongful conduct herein alleged in this County against PLAINTIFF and other
17 AGGRIEVED EMPLOYEES.

18 19 **FIRST CAUSE OF ACTION**

20 **For Violation of the Private Attorneys General Act**

21 **[Cal. Lab. Code §§ 2698, *et seq.*]**

22 **(By PLAINTIFF and Against All Defendants)**

23 32. PLAINTIFF realleges and incorporates by this reference, as though fully set
24 forth herein, the prior paragraphs of this Complaint.

25 33. PAGA is a mechanism by which the State of California itself can enforce state
26 labor laws through the employee suing under the PAGA who do so as the proxy or agent of
27 the state's labor law enforcement agencies. An action to recover civil penalties under
28 PAGA is fundamentally a law enforcement action designed to protect the public and not to

1 benefit private parties. The purpose of the PAGA is not to recover damages or restitution,
2 but to create a means of "deputizing" citizens as private attorneys general to enforce the
3 Labor Code. In enacting PAGA, the California Legislature specified that "it was ... in the
4 public interest to allow aggrieved employees, acting as private attorneys general to recover
5 civil penalties for Labor Code violations ..." Stats. 2003, ch. 906, § 1. Accordingly, PAGA
6 claims cannot be subject to arbitration.

7 34. PLAINTIFF, and such persons that may be added from time to time who
8 satisfy the requirements and exhaust the administrative procedures under the Private
9 Attorney General Act, brings this Representative Action on behalf of the State of California
10 with respect to herself and all individuals who are or previously were employed by
11 DEFENDANT in California, including any employees staffed with DEFENDANT by a third
12 party, and classified as non-exempt employees ("AGGRIEVED EMPLOYEES") during the
13 time period of October 4, 2021 until a date as determined by the Court (the "PAGA
14 PERIOD").

15 35. On October 4, 2022, PLAINTIFF gave written notice by electronic mail to the
16 Labor and Workforce Development Agency (the "Agency") and by certified mail to the
17 employer of the specific provisions of this code alleged to have been violated as required by
18 Labor Code § 2699.3. The statutory waiting period for PLAINTIFF to add these allegations
19 to the Complaint has expired. As a result, pursuant to Section 2699.3, PLAINTIFF may
20 now commence a representative civil action under PAGA pursuant to Section 2699 as the
21 proxy of the State of California with respect to all AGGRIEVED EMPLOYEES as herein
22 defined.

23 36. The policies, acts and practices heretofore described were and are an unlawful
24 business act or practice because DEFENDANT (a) failed to provide PLAINTIFF and the
25 AGGRIEVED EMPLOYEES accurate itemized wage statements, (b) failed to properly
26 record and provide legally required meal and rest periods, (c) failed to pay minimum wages,
27 (d) failed to pay overtime wages and sick pay wages, (e) failed to reimburse employees for
28 required expenses, and (f) failed to provide wages when due, all in violation of the

1 applicable Labor Code sections listed in Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 218,
2 221, 226(a), 226.7, 227.3, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802,
3 California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and the
4 applicable Wage Order(s), and thereby gives rise to civil penalties as a result of such
5 conduct.¹ PLAINTIFF hereby seeks recovery of only civil penalties as prescribed by the
6 Labor Code Private Attorney General Act of 2004 as the representative of the State of
7 California for the illegal conduct perpetrated on PLAINTIFF and the AGGRIEVED
8 EMPLOYEES.

10 **SECOND CAUSE OF ACTION**

11 **Wrongful Termination In Violation of Public Policy**

12 **(By PLAINTIFF Against All Defendants)**

13 122. PLAINTIFF realleges and incorporates by reference, as though fully set forth
14 herein, the prior paragraphs of this Complaint.

15 123. In August of 2022, and continuing throughout the rest of PLAINTIFF's
16 employment, PLAINTIFF engaged in protected activity by complaining to DEFENDANT's
17 of DEFENDANT's illegal employment practices, including, but not limited to,
18 DEFENDANT's failure to properly follow procedures and take precautions that led to
19 animal medical neglect at her facility, specifically DEFENDANT would leave cats and other
20 animals overnight without proper medical care and medications due to lack of staffing.

21 124. Subsequent to PLAINTIFF's participation in protective activity by
22 complaining to Marcela Ramos, who was PLAINTIFF's Supervisor in the position of
23 Assistant Manager and an employee of DEFENDANT, about DEFENDANT's unlawful
24 employment practices, DEFENDANT subjected PLAINTIFF to adverse employment actions
25 by retaliating against PLAINTIFF. Specifically, after PLAINTIFF complained to her
26 supervisor(s) of DEFENDANT's unlawful employment practices in August of 2022,

27
28 ¹Plaintiff specifically excludes and/or does not allege any claims under California Labor
Code §558(a)(3).

1 DEFENDANT terminated PLAINTIFF's employment with DEFENDANT in August of
2 2022. As a result, there is a causal link between the protected activity and DEFENDANT's
3 decision to terminate PLAINTIFF's employment, which is against public policy. As a direct
4 consequence of PLAINTIFF's complaints to DEFENDANT, DEFENDANT retaliated
5 against PLAINTIFF by terminating PLAINTIFF's employment in August of 2022.

6 125. PLAINTIFF raised complaints of illegality while PLAINTIFF worked for
7 DEFENDANT and was believed to be willing to raise complaints, and DEFENDANT
8 retaliated against PLAINTIFF by taking adverse employment actions, including employment
9 termination, against PLAINTIFF.

10 126. As a proximate result of DEFENDANT'S willful, knowing, and intentional,
11 PLAINTIFF has suffered and continues to suffer humiliation, emotional distress, and mental
12 and physical pain and anguish, all to PLAINTIFF's damage in a sum according to proof.

13 127. As a result of DEFENDANT'S adverse employment actions against
14 PLAINTIFF, PLAINTIFF has suffered general and special damages in sums according to
15 proof.

16 128. DEFENDANT's misconduct was committed intentionally, in a malicious,
17 oppressive manner, and fraudulent manner entitling PLAINTIFF to punitive damages
18 against DEFENDANT.

19
20 **PRAYER FOR RELIEF**

21 WHEREFORE, PLAINTIFF prays for judgment against each Defendant, jointly and
22 severally, as follows:

23 1. On behalf of the State of California and with respect to all AGGRIEVED
24 EMPLOYEES:

25 A) Recovery of civil penalties as prescribed by the Labor Code Private
26 Attorneys General Act of 2004; and,

27 B) An award of attorneys' fees and cost of suit, as allowable under the
28 law, including, but not limited to, pursuant to Labor Code §2699.

1 2. On behalf of PLAINTIFF for the Second cause of action:

2 A) Compensatory damages, according to proof at trial, but in excess of \$25,000.

3 B) Special and General damages according to proof;

4 C) Statutory damages, penalties and attorney's fees;

5 D) For punitive damages in an amount necessary to make an example of and to
6 punish DEFENDANT and deter DEFENDANT from engaging in future
7 similar conduct;

8 E) For loss of earnings (both past and future); and,

9 F) For interest at the legal rate in an amount according to proof.

10
11 Dated: August 3, 2023

 BLUMENTHAL NORDREHAUG BHOWMIK
 DE BLOUW LLP

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14 By: /s/ Nicholas De Blouw
 Norman B. Blumenthal
 Kyle R. Nordrehaug
 Nicholas J. De Blouw

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16 *Attorneys for Plaintiff*
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