

Assigned for all purposes to: Stanley Mosk Courthouse, Judicial Officer: Michael Stern

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

KAITLYNN MASTERS,

Plaintiff,

vs.

HOLISTIC PET DENTAL INC.;  
HARMONY DILGER; and DOES 1 to 25,  
inclusive,

Defendants.

) CASE NO.: **22STCV38558**

) **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) RETALIATION IN VIOLATION OF LABOR CODE SECTION 1102.5;**  
) **14) WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY;**  
) **15) VIOLATION OF CALIFORNIA BUSINESS AND PROFESSIONS CODE SECTION 17200.**

1 )  
2 ) **DEMAND FOR JURY TRIAL**  
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9 COMES NOW Plaintiff, KAITLYNN MASTERS (hereinafter “Plaintiff”), and alleges  
10 as follows:  
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12 **PARTIES, JURISDICTION, VENUE**

13 1. Jurisdiction and Venue are proper in this Court and this action is properly filed in the  
14 County of Los Angeles in this judicial district because Defendants HOLISTIC PET DENTAL  
15 INC.; HARMONY DILGER and DOES 1 to 25, inclusive, do business in the County of Los  
16 Angeles and because Defendants’ obligations and liabilities arise therein, and because the work  
17 that was performed by Plaintiff in the County of Los Angeles is the subject of this action.  
18 Moreover, Plaintiff’s damages sought herein exceed \$25,000.

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

20 3. Plaintiff is informed and believes that at all times herein mentioned, Defendant  
21 HOLISTIC PET DENTAL INC. is and was a California corporation, doing business in Los  
22 Angeles County, and which employed Plaintiff.

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

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

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

### **GENERAL ALLEGATIONS**

7. Plaintiff started working for HOLISTIC PET on or around mid-2021 as a Dental Technician.

8. Plaintiff’ employment ended on or around August 3, 2022, wherein she was wrongfully terminated.

9. It is Plaintiff’s position that Plaintiff has been misclassified as an independent contractor throughout her entire employment tenure at HOLISTIC PET.

10. HOLISTIC PET has committed numerous labor code violations against Plaintiff and

1 other similarly situated aggrieved employees.

2 11. HOLISTIC PET has committed the below labor code violations against Plaintiff  
3 and other employees. In the case of Huff v. Securitas Sec. Servs. USA, Inc., 23 Cal. App. 5th  
4 745 (2018), Plaintiff, Huff, was employed as a security guard for the Defendant Employer,  
5 Securitas Security Services USA, Inc., an onsite security provider. After about a year of  
6 employment, Huff resigned. Huff then filed suit against Securitas under PAGA.  
7 In his claim, Huff specifically alleged violations to the Labor Code requiring immediate  
8 payment of wages upon termination of employment and weekly payment of wages to  
9 temporary employees. The trial court determined Huff was not a temporary employee, and  
10 therefore, lacked standing to bring the claim. Thus, Securitas was granted a motion for  
11 summary judgement. Later, the trial court granted Huff a new trial. Securitas then appealed the  
12 grant of a new trial. On appeal, the issue was whether Huff could bring a PAGA claim and sue  
13 for Labor Code violations that did not directly affect him. Securitas unsuccessfully argued that  
14 the PAGA statute only allows the PAGA representative to sue for violations that the  
15 representative has personally suffered. The PAGA statute states that an “aggrieved employee”  
16 is able to file suit on behalf of themselves and others. The statute also states that an “aggrieved  
17 employee” is “any person who was employed by the alleged violator and against whom one or  
18 more of the alleged violations was committed.” Because at least one of the violations that Huff  
19 had alleged had affected him personally, the Court of Appeal denied Securitas’ motion.  
20

21  
22 12. In sum, since PAGA allows Plaintiffs to bring suit on behalf of both themselves  
23 and other employees, it allows for suits broader than the specific violations the named  
24 employee experienced. Therefore, even if the employee did not personally experience the  
25 Labor Code violations, the employer may still be liable to under PAGA. Consequently, it is  
26 Plaintiff’s position that Plaintiff can equivocally bring the following labor code violations on  
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1 behalf of all employees, including hourly non-exempt employees along with those employees  
2 who were misclassified as independent contractor and who worked for HOLISTIC PET at any  
3 of their California locations during the PAGA period.

4 13. HOLISTIC PET violated Labor Code section 226.8. Pursuant to Labor Code section  
5 226.8(a)(1), it is unlawful for any person or employer to willfully misclassify an individual as  
6 an independent contractor. “Willful misclassification means avoiding employee status for an  
7 individual by voluntarily and knowingly misclassifying that individual as an independent  
8 contractor.” Cal. Lab. Code Section 226.8(i)(4). If a person or employer has willfully  
9 misclassified an individual as an independent contractor, the person or employer shall be subject  
10 to a civil penalty of not less than five thousand dollars (\$5,000) and not more than fifteen  
11 thousand dollars (\$15,000) for each violation, in addition to any other penalties or fines permitted  
12 by law. Cal. Lab. Code Section 226.8(b). If the person or employer has engaged in or is engaging  
13 in a pattern or practice of willfully misclassifying individuals as independent contractors, the  
14 person or employer shall be subject to a civil penalty of not less than ten thousand dollars  
15 (\$10,000) and not more than twenty-five thousand dollars (\$25,000) for each violation, in  
16 addition to any other penalties or fines permitted by law. Cal. Lab. Code Section 226.8(c).

17 14. In a very important decision, Dynamex Operations v. Superior Court (2018) 4 Cal. 5th  
18 903, the Supreme Court developed the “ABC TEST” to determine whether an independent  
19 contractor is an employee. Under the ABC TEST, a worker will be deemed to have been  
20 “suffered or permitted to work,” and thus, an employee for wage order purposes, unless the  
21 putative employer proves:

22 (A) that the worker is free from the control and direction of the hiring entity in connection with  
23 the performance of the work, both under the contract for the performance of the work and in fact;

24 (B) that the worker performs work that is outside the usual course of the hiring entity’s business;  
25 and

26 (C) that the worker is customarily engaged in an independently established trade, occupation, or  
27 business of the same nature as the work performed.

28 15. Note that each of these requirements need to be met in order for the presumption that a

1 worker is an employee to be rebutted, and for a court to recognize that a worker has been properly  
2 classified as an independent contractor.

3 16. Here, it is unequivocally clear that HOLISTIC PET would not be able to get past the  
4 second part of the test since Plaintiff and others, who were employed as technicians, were  
5 unequivocally doing work related to HOLISTIC PET's core business of being a dental practice  
6 for dogs. As such, HOLISTIC PET willfully misclassified Plaintiff and other aggrieved  
7 employees as independent contractors. Moreover, there was plenty of control by HOLISTIC PET  
8 as it related to Plaintiff' and other aggrieved employees' schedules and working conditions in  
9 terms of scheduling and work duties. Moreover, the tools and instrumentalities used to do the  
10 dental work was provided by HOLISTIC PET.

11 17. HOLISTIC PET did not provide Plaintiff and other similarly situated aggrieved  
12 employees with the minimum wages to which they were entitled for all work performed and did  
13 not compensate her and others for all hours worked pursuant to California Labor Code sections  
14 1194, 1197 and 1197.1. This is so because Plaintiff and others would not receive hourly pay and  
15 were paid per dog. Plaintiff and others consistently worked "off the clock" and were not  
16 compensated for all of their time worked. Moreover, the company had a policy of rounding down  
17 hours to the detriment of employees, essentially "time shaving", who would not be paid for all  
18 hours worked. Additionally, and to the extent that Plaintiff worked through her meal breaks while  
19 "clocked out", she was not paid the minimum wage for all hours worked. Consequently, Plaintiff  
20 was not being paid for all hours worked and was not being paid the minimum wage for all hours  
21 worked.

22 18. Due to the above , including the "off the clock" work, HOLISTIC PET also violated  
23 Labor Code §510 because it failed to pay Plaintiff and other similarly situated aggrieved  
24 employees overtime, even though they worked more than 8 hours per day, 12 hours per day,  
25 and/or 40 hours per week throughout their employment. This is so because HOLISTIC PET  
26 misclassified Plaintiff and others as independent contractors during their employment tenure  
27 when they should have been classified as hourly, non-exempt employees who would be entitled  
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1 to overtime compensation. As mentioned above, Plaintiff and other similarly situated aggrieved  
2 employees worked more than 8 hours per day, 12 hours per day, and/or 40 hours per week,  
3 however, they were not compensated for their overtime hours. Overtime compensation did not  
4 exist since Plaintiff and the others were not even paid on an hourly basis during their employment  
5 tenure (paid per dog irrespective of the number of hours worked).

6 19. HOLISTIC PET violated Labor Code §§ 512 and 226.7 along with the applicable  
7 Industrial Welfare Commission Wage Order (no. 4 or 5) because it failed to provide Plaintiff and  
8 other similarly situated aggrieved employees the requisite 30-minute, uninterrupted meal periods  
9 for every five (5) hours of work throughout their employment, and Plaintiff did not validly waive  
10 said meal periods. HOLISTIC PET did not completely relieve Plaintiffs of all duties during said  
11 meal periods. HOLISTIC PET did not pay to Plaintiff one additional hour of pay at Plaintiff's  
12 regular rate of compensation for each workday that one or more statutory meal periods was not  
13 provided. Due to the misclassification and due to company policy, it was not part of the company  
14 culture for employees such as Plaintiff and others to take any breaks at all, much less timely,  
15 uninterrupted meal breaks before the 5<sup>th</sup> hour worked. As such, the culture at HOLISTIC PET in  
16 continuously engaging in dental work did not lend itself to the employees receiving statutory  
17 breaks wherein they were relieved of all work duties. It was the normal practice and custom of  
18 HOLISTIC PET not to authorize, permit, and enforce statutory meal periods, especially due to  
19 the fact that Plaintiff and others were misclassified as independent contractors, who are not  
20 necessarily entitled to meal breaks as a matter of law.

21 20. In addition, there were too many dogs coming in at a very high rate and, as such, Plaintiff  
22 and others simply did not have the opportunity get timely meal breaks before the 5<sup>th</sup> hour or even  
23 take breaks at all. As such, the environment and culture at HOLISTIC PET, along with the  
24 misclassification of employees as independent contractors was not conducive to receiving  
25 statutory meal breaks under California law.

26 21. Similarly, HOLISTIC PET violated Labor Code § 226.7 along with the applicable  
27 Industrial Welfare Commission Wage Order (no. 4 or 5) because it failed to provide Plaintiff and  
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1 other similarly situated aggrieved employees 10-minute rest periods for every four hours of  
2 work, or majority portion thereof, throughout their employment. HOLISTIC PET did not  
3 completely relieve Plaintiff of all duty during said rest periods. HOLISTIC PET did not pay to  
4 Plaintiff one additional hour of pay at Plaintiff's regular rate of compensation for each workday  
5 that one or more statutory rest periods was not provided. Like the situation involving meal breaks  
6 and due to issues surrounding misclassification of workers as independent contractors, it was not  
7 company policy and not part of the company culture for employees such as Plaintiff and others  
8 to take rest breaks. As such, the culture at HOLISTIC PET did not lend itself to the employees  
9 receiving statutory breaks wherein they were relieved of all work duties. It was the normal  
10 practice and custom of HOLISTIC PET not to authorize, permit, and enforce statutory rest  
11 periods. As such, the environment and culture at HOLISTIC PET was not conducive to receiving  
12 statutory rest breaks under California law, especially due to the workload and the number of dogs  
13 coming in for cleanings and dental work.

14 22. Furthermore, during the relevant time period, and due to the violations as alleged above,  
15 HOLISTIC PET failed to pay Plaintiff and other similarly situated aggrieved employees all  
16 wages due to them within any time period specified by California Labor Code section 204.

17 23. HOLISTIC PET was also in violation of California Labor Code section 226(a) by failing  
18 to include pertinent information on the wage statements, including but not limited to, all hours  
19 worked, all hourly rates in effect, overtime hours worked, gross wages earned, premium pay for  
20 missed meal and rest breaks, all deductions, net wages earned, gross wages earned, all  
21 deductions, the correct name and address of the employing entity, the start and end of the pay  
22 period, and reimbursement for business expenses, among others. In fact, due to Plaintiff and  
23 others being misclassified as independent contractors, HOLISTIC PET did not provide Plaintiff  
24 and other aggrieved employee with any paystubs at all. As such, HOLISTIC PET did not provide  
25 Plaintiff and other similarly situated aggrieved employees with complete, accurate itemized  
26 wage statements during the PAGA period.

27 24. HOLISTIC PET violated Labor Code § 203 because it willfully failed to pay Plaintiff  
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1 and other similarly situated aggrieved employees their earned and due wages upon separation of  
2 employment, either immediately upon involuntary termination, or within 72 hours of resignation.

3 25. These earned but unpaid wages include compensation for all hours worked, overtime  
4 compensation, premium pay for missed meal and rest breaks, and business expense  
5 reimbursement, among others.

6 26. During the relevant time period, HOLISTIC PET also failed to keep accurate and  
7 complete payroll records showing the hours worked by Plaintiff and other similarly situated  
8 aggrieved employees as well as the correct wages paid to Plaintiff and other aggrieved employees  
9 pursuant to California Labor Code sections 1174(d).

10 27. Moreover, Plaintiff and other aggrieved employees incurred necessary, business-related  
11 expenses and costs that were not reimbursed by HOLISTIC PET. These costs include, but are  
12 not limited to, use of personal cell phones for work purposes. Accordingly, HOLISTIC PET was  
13 in violation of California Labor Code sections 2800 and 2802. Moreover, HOLISTIC PET failed  
14 to provide sick pay pursuant to Labor Code section 246 and also failed to provide Worker's  
15 Compensation coverage for Plaintiff and other aggrieved employees in violation of Labor Code  
16 Section 3700.5.

17 28. In addition, Plaintiff would have individual claims against HOLISTIC PET for a  
18 violation of Labor Code section 1102.5 in that Plaintiff was terminated on or around August  
19 2022 after reporting to a veterinarian that HOLISTIC PET was still using that veterinarian's  
20 license even though the veterinarian had fully left the practice and was not part of the dog dental  
21 practice any longer. HOLISTIC PET and owner, HARMONY DILGER, found out about  
22 Plaintiff's whistleblowing and DILGER terminated her as a result.

23 **FIRST CAUSE OF ACTION**

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

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

27 **(Plaintiff against all named defendants and all DOE defendants)**  
28

1 29. Plaintiff re-alleges and incorporates by reference each and every allegation in  
2 paragraphs 1 through 28, inclusive, of this Complaint as though fully set forth herein.

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

7 31. For the three (3) years preceding filing of this action, Defendants failed to compensate  
8 Plaintiff for all hours worked.

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

12 33. As a proximate result of the aforementioned violations, Plaintiff has been damaged in  
13 an amount according to proof at time of trial, but in an amount in excess of the jurisdiction of  
14 this Court.

15 34. Defendants' conduct described herein violates Labor Code Section 512, 558, 1194, and  
16 1198. Therefore, pursuant to Labor Code Sections 218.5, 512, 558, and 1194, Plaintiff is  
17 entitled to recover damages for the nonpayment of wages for all hours worked, penalties, plus  
18 reasonable attorney's fees and costs of suit.

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

23 **SECOND CAUSE OF ACTION**

24 **FAILURE TO PAY MINIMUM WAGES**

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

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

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

2 37. Pursuant to Labor Code Sections 1194, 1194.2 and 1197, it is unlawful for an employer  
3 to suffer or permit a California employee to work without paying wages at the minimum wage  
4 rate for all hours worked as required by the applicable Industrial Welfare Commission  
5 (hereinafter "IWC") Wage Order No. 4-2001/5-2001, codified at California Code of  
6 Regulations, Title 8, Section 11040/11050, subdivision 4.

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

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

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

20 41. For all hours worked by Plaintiff for which he was paid less than the minimum wage  
21 rate by Defendants, Plaintiff is entitled to not less than the applicable California minimum  
22 wage rate and, pursuant to Labor Code Section 1194.2(a), liquidated damages in an amount  
23 equal to unpaid minimum wages and interests thereon. Pursuant to Labor Code Section 1194,  
24 Plaintiff is also entitled to attorney's fees, costs and interests according to proof.

25 42. 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 according to proof at  
27 trial.  
28

**THIRD CAUSE OF ACTION**

**FAILURE TO PAY OVERTIME**

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

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

43. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 42, inclusive, of this Complaint as though fully set forth herein.

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

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

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

47. Plaintiff was entitled to the above overtime premiums.

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

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

50. Plaintiff worked at least one pay period in which he was not properly paid overtime

1 within the three (3) years prior to the initiation of this lawsuit.

2 51. Defendants know or should know the actual dates of overtime worked, the amount of  
3 overtime worked, and the amount of unpaid overtime due.

4 52. As a proximate result of Defendants' violations, Plaintiff has been damaged in an  
5 amount according to proof at time of trial, but in an amount in excess of the jurisdiction of this  
6 Court.

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

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

14 **FOURTH CAUSE OF ACTION**

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

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

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

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

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

22 57. Defendants knowingly and intentionally did not furnish Plaintiff with any pay stubs that  
23 accurately reflected all information required by Labor Code Section 226, including but not  
24 limited to, gross wages earned, including overtime, minimum wages, and premium pay for  
25 missed meal and rest breaks, net wages earned, total hours worked by the employee, and all  
26 deductions. Therefore, Defendants failed to maintain and provide accurate itemized wage  
27 statements to Plaintiff in accordance with California Labor Code Section 226(a).  
28

1 58. Pursuant to California Labor Code Section 226(e), Plaintiff is entitled to recover the  
2 greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation  
3 occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay  
4 period, not exceeding an aggregate amount of four thousand dollars (\$4,000), plus costs and  
5 reasonable attorney's fees. Plaintiff only claims damages under this cause of action pursuant to  
6 the 3-year period immediately preceding the date t lawsuit was filed.

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

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

15 **FIFTH CAUSE OF ACTION**

16 **FAILURE TO PAY WAGES WHEN EMPLOYMENT ENDS**

17 **(California Labor Code Sections 201, 203)**

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

19 61. Plaintiff re-alleges and incorporates by reference each and every allegation in  
20 paragraphs 1 through 60, inclusive, of this Complaint as though fully set forth herein.

21 62. Pursuant to California Labor Code Section 201(a), an employer who discharges an  
22 employee must immediately pay for all compensation due and owing.  
23

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

27 64. Pursuant to California Labor Code Section 203, if an employer willfully fails to pay,  
28 without abatement or reduction, any wages of an employee whose employment ends, the wages

1 of the employee shall continue as a penalty from the due date at the same rate until paid or until  
2 an action is commenced; however, the wages shall not continue for more than 30 days for  
3 failure to pay an employee owed wages.

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

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

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

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

16 **SIXTH CAUSE OF ACTION**

17 **FAILURE TO PAY WAGES OWED EVERY PAY PERIOD**

18 **(California Labor Code Section 204)**

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

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

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

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

26 72. Defendants failed to pay Plaintiff all wages earned each pay period. Plaintiff is  
27 informed, believes, and thereon alleges, that all times relevant during the liability period,  
28

1 Defendants maintained a policy or practice of not paying Plaintiff wages for all hours worked,  
2 including overtime hours, the minimum wage, and premium pay for missed meal and rest  
3 breaks.

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

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

11 **SEVENTH CAUSE OF ACTION**

12 **FAILURE TO GIVE REST BREAKS**

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

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

16 76. Plaintiff brings this cause of action under the following laws, for the following reasons:

- 17 a. Title 8 of the California Code of Regulations Sections 11040/11050(12)(A), which  
18 provides that every employer shall authorize and permit all employees to take rest  
19 periods, which insofar as practicable shall be in the middle of each work period.  
20 The authorized rest period time shall be based on the total hours worked daily at the  
21 rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof;  
22 b. Title 8 of the California Code of Regulations Sections 11040/11050(12)(B), which  
23 provides that if an employer fails to provide an employee a rest period in  
24 accordance with the applicable provisions of this order, the employer shall pay the  
25 employee one (1) hour of pay at employee's regular rate of compensation for each  
26  
27  
28

workday that the rest period is not provided;

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

d. California Labor Code section 226.7, which states that (a) no employer shall require any employee to work during any rest period mandated by an applicable order of the Industrial Welfare Commission, and (b) if an employer fails to provide an employee a rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one (1) additional hour of pay at employee's regular rate of compensation for each work day that the rest period is not provided.

77. Plaintiff alleges that she was not authorized and permitted to take a ten (10) minute rest break after every four (4) hours of work or major fraction thereof, as required by California law.

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

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

80. 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.

1 **EIGHTH CAUSE OF ACTION**

2 **FAILURE TO GIVE MEAL BREAKS**

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

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

6 82. Plaintiff brings this cause of action under the following laws, for the following reasons:

- 7 a. California Labor Code section 512(a), which requires that employees be given a 30-  
8 minute uninterrupted meal break after five (5) hours of work, and a second  
9 uninterrupted meal break after ten (10) hours of work;  
10  
11 b. California Labor Code section 226.7, which states that (a) no employer shall require  
12 any employee to work during any meal period mandated by an applicable order of  
13 the Industrial Welfare Commission, and (b) if any employer fails to provide an  
14 employee a meal 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 the employee's regular rate of compensation for each workday that the  
17 meal period is not provided;  
18  
19 c. California Industrial Welfare Commission Order No. 4/5 section 11(B), as codified  
20 under Title 8 of the California Code of Regulations Section 11040/11050, which  
21 states that if an employer fails to provide an employee a meal period in accordance  
22 with the applicable provisions of the Wage Order, the employer shall pay the  
23 employee one (1) hour of pay at the employee's regular rate of compensation for  
24 each workday that the meal period is not provided;  
25  
26 d. California Industrial Welfare Commission Wage Order No. 4/5 Section 7(A)(3), as  
27 codified under Title 8 of the California Code of Regulations Section 11040/11050,  
28

1 which requires an employer to maintain records documenting its employees' meal  
2 periods;

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

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

11  
12 83. Plaintiff alleges that she was not authorized and permitted to take relieved meal breaks  
13 after five (5) hours of work. Plaintiff further alleges that she was not authorized and permitted  
14 to take a second relieved meal break after ten (10) hours of work, as required by California  
15 law. California Labor Code section 512(a) and California Industrial Welfare Commission  
16 Order No. 4/5, as codified under California Code of Regulations Sections 11040/11050 et. seq.  
17 requires that employees receive uninterrupted meal periods every five (5) hours of consecutive  
18 work, and that the meal period be at least 30 minutes in length, wherein employee is relieved of  
19 all work duty. California Labor Code section 226.7 provides that employers may not require  
20 their employees to work through their meal periods. California Labor Code section 226.7 and  
21 California Code of Regulations section 11040/11050 requires that if the employer fails to  
22 provide the employee with an uninterrupted meal period, the employer must pay the employee  
23 one (1) hour of pay for each work day that the meal period is not given.  
24  
25

26 84. Under this cause of action, Plaintiff prays for wages due to her under the statutes,  
27 regulations, and wage orders alleged in this cause of action along with any allowable interest,  
28

1 penalties, attorney's fees and costs according to proof at trial. Specifically, Plaintiff prays for  
2 the foregoing moneys calculated from 3 years immediately preceding the filing of this lawsuit.

3 85. Plaintiff also prays for Labor Code section 218.5 recovery of costs and attorney's  
4 fees as well as interest under Labor Code section 218.6.

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

8 **NINTH CAUSE OF ACTION**

9 **PRIVATE ATTORNEYS GENERAL ACT**

10 **Representative Claim for PAGA penalties under California Labor Code sections 201,**  
11 **202, 203, 204 and/or 204b, 210, 226, 226.3, 226.7, 226.8, 246, 510, 512, 558, 558.1, 1174,**  
12 **1174.5, 1194, 1197, 1198, 2802, 3700.5, and Wage Order no. 4/5**

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

14 87. Plaintiff re-alleges and incorporates by reference each and every allegation in  
15 paragraphs 1 through 86, inclusive, of this Complaint as though fully set forth herein.

16 88. Pursuant to law, Plaintiff provided the required written notice to the LWDA and  
17 Defendants of the specific violations of the California Labor Code that Defendants  
18 and DOE defendants have violated and continue to violate.

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

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

25 91. Pursuant to California Labor Code section 2699, any provisions of the Labor Code  
26 that provides for a civil penalty to be assessed and collected by the LWDA or any of its  
27 departments, divisions, commissions, boards, agencies, or employees for violation of the code  
28

1 may, as an alternative, be recovered through a civil action brought by an aggrieved employee  
2 on behalf of himself or herself and other current or former employees pursuant to the  
3 procedures specified in California Labor Code section 2699.3.

4 92. Plaintiff is an “aggrieved employee” because Plaintiff was employed by the alleged  
5 violator and had one or more of the alleged violations committed against her, and therefore is  
6 properly suited to represent the interests of other current and former hourly, non-exempt  
7 employees who worked for HOLISTIC at any of their various California locations during  
8 the relevant PAGA period.

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

12 94. Plaintiff therefore has exhausted all administrative remedies required of her under  
13 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this  
14 cause of action and pursue penalties in a representative action for Defendants’ violations of the  
15 Labor Code.

16 95. California Labor Code section 2699 et seq. imposes penalties upon culpable  
17 Defendants for violating the Labor Code.

18 96. California Labor Code section 558 establishes a civil penalty as follows: Any  
19 employer or other person action on behalf of an employer who violates, or causes to be  
20 violated, a section of this chapter or any provision regulating hours and days of work in any  
21 order of the Industrial Welfare Commission (including the “Hours and Days of Work” section  
22 of the Wage Order) shall be subject to a civil penalty of (1) for any initial violation, fifty  
23 dollars (\$50) for each underpaid employee for each pay period for which the employee was  
24 underpaid ...; (2) for each subsequent violation, one hundred dollars (\$100) for each underpaid  
25 employee for each pay period for which the employee was underpaid ...;

26 97. Plaintiff seeks penalties for Defendants’ misconduct as alleged herein as permitted by  
27 law, but only those penalties that are required to be shared with the LWDA as Plaintiff is not  
28

1 seeking individual/victim specific relief or underpaid wages under this particular cause of  
2 action.

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

5 Violations of California Labor Code sections 201, 202, 203, 204 and/or 204b, 210,  
6 226, 226.3, 226.7, 226.8, 232, 246, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1198,  
7 2802, and 3700.5 via 2698 and 2699 any other Labor Codes and Wage Orders (including  
8 no. 4/5) violated on the facts alleged in this Complaint, including section 14b.

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

13 **TENTH CAUSE OF ACTION**

14 **FAILURE TO REIMBURSE FOR BUSINESS EXPENSES**

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

16 100. Plaintiff re-alleges and incorporates by reference each and every allegation in  
17 paragraphs 1 through 99, inclusive, of this Complaint as thought fully set forth herein.

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

21 102. Beginning at least 3 years prior to the filing of this complaint, in order to discharge  
22 their duties for Defendant, Plaintiff incurred reasonable and necessary expenses in the course  
23 of completing her job duties, which were not reimbursed by Defendant. These expenses  
24 include, but are not limited to, use of personal cell phones for work purposes.

25 103. Plaintiff is entitled to reimbursement for these necessary expenditures, plus interest  
26 and attorney's fees and costs, under Labor Code section 2802.  
27  
28

**ELEVENTH CAUSE OF ACTION**  
**FAILURE TO PROVIDE PERSONNEL FILE**

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

104. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 103, inclusive, of this Complaint as though fully set forth herein.

105. Labor Code section 1198.5 dictates “every current and former employee, or his or her representative, has the right to inspect and receive a copy of the personnel records that the employer maintains relating to the employee’s performance or to any grievance concerning the employee.”

106. Moreover, pursuant to sub-part (b)(1) of Labor Code section 1198.5, “the employer shall make the contents of those personnel records available for inspection to the current or former employee, or his or her representative, at reasonable intervals and at reasonable times...” On information and belief, Defendants intentionally failed to provide Plaintiff with personnel records when requested by Plaintiff via certified letter August 16, 2022, as required by law. Plaintiff requested her pay records in accordance with California Labor Code section 226 on August 16, 2022 via U.S. certified mail, return receipt requested. .

107. Defendants failed to provide Plaintiff with an opportunity to inspect or copy her records within 21 days. As a direct result of Defendants’ violations alleged herein, Plaintiff has suffered and continues to suffer substantial losses related to Defendants’ failure to provide personnel records.

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

///

1 **TWELFTH CAUSE OF ACTION**

2 **FAILURE TO PROVIDE PAY RECORDS**

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

4 109. Plaintiff re-alleges and incorporates by reference each and every allegation in  
5 paragraphs 1 through 108, inclusive, of this Complaint as though fully set forth herein.

6 110. Labor Code section 226 sub-section (b) dictates “an employer...shall afford current  
7 and former employees the right to inspect or copy records pertaining to their employment,  
8 upon reasonable request to the employer...”

9  
10 111. Moreover, pursuant to sub-section (c) of Labor Code section 226, “an employer who  
11 receives a written or oral request to inspect or copy records pursuant to subdivision (b)  
12 pertaining to a current or former employee shall comply with the request as soon as  
13 practicable, but no later than 21 calendar days from the date of the request.” On information  
14 and belief, Defendants intentionally failed to provide Plaintiff with pay records when requested  
15 by Plaintiff via certified letter, return receipt requested, on August 16, 2022, and as required by  
16 law.  
17

18 112. As a direct result of Defendants’ violations alleged herein, Plaintiff has suffered and  
19 continues to suffer substantial losses related to Defendants' failure to provide pay records.  
20 Pursuant to Labor Code section 226, Plaintiff prays for judgment against Defendants  
21 in the amount of \$750.00, along with costs and attorney’s fees.

22 113. Plaintiff seeks all available remedies for Defendants’ violations including, but not  
23 limited penalties, and costs to the extent permitted by law and according to proof at trial.  
24

25 **THIRTEENTH CAUSE OF ACTION**

26 **RETALIATION IN VIOLATION OF LABOR CODE SECTION 1102.5**

27 **(Plaintiff against All Named Defendants and DOE Defendants, and each of them)**  
28

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

3 115. At all times material to this Complaint, California Labor Code § 1102.5 was in effect  
4 and binding on Defendants. This section requires Defendant to refrain from  
5 retaliating against an employee for refusing to participate in an activity that he/she reasonably  
6 believes would result in a violation of state or federal statute, or a violation or  
7 noncompliance with a state or federal rule or regulation. California Labor Code section  
8 1102.5 also requires Defendants to refrain from retaliating against an employee for disclosing  
9 information to a person with authority over the employee if the employee has reasonable cause  
10 to believe that the information discloses a violation of state or federal statute, or a violation of  
11 or noncompliance with a local, state, or federal rule or regulation, regardless of whether  
12 disclosing the information is part of the employee's job duties.

13  
14 116. As discussed fully above, Plaintiff reported the illegal use of a veterinarian's license by  
15 Defendants.

16 117. Defendants retaliated against Plaintiff for her whistleblowing, as alleged above,  
17 all in violation of Labor Code § 1102.5.

18  
19 118. As a direct and proximate result of the aforementioned acts and omissions of  
20 Defendants, Plaintiff suffered general and compensatory damages, including but not limited to,  
21 loss of income (past and future), loss of employment benefits (past and future), general and  
22 compensatory damages (past and future), mental pain and anguish and emotional distress (past  
23 and future), and will continue to suffer in the future, in an amount to be proved at trial.

24 119. Plaintiff requests all available relief under Labor Code § 1102.5 including damages  
25 and the imposition of civil penalties for each violation as well as attorney's fees under Labor  
26 Code section 1102.5.  
27  
28

1 **FOURTEENTH CAUSE OF ACTION**

2 **WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY**

3 **(Plaintiff against Holistic Pet Dental Inc. and all DOE Defendants)**

4 120.Plaintiff re-alleges and incorporates by reference each and every allegation in  
5 paragraphs 1 through 119 inclusive, of this Complaint as though fully set forth herein.

6 121.At all times during her employment with Defendants, Plaintiff performed her duties  
7 with the utmost diligence and competence.

8 122.Plaintiff is informed and believes and thereon alleges that Defendants' decision and  
9 actions to treat her differently and terminate her employment as alleged herein, was motivated  
10 by Plaintiff's whistleblowing and complaints about illegal activity at the workplace. Plaintiff is  
11 further informed and believes and thereon alleges that any other reasons proffered by Defendants  
12 were and are pretextual in nature.

13 123.The employment of Plaintiff was wrongfully terminated in or around August 2022  
14 in violation of the fundamental public policy of the State of California with respect to retaliating  
15 against an employee on account of her whistleblowing. Plaintiff was forced to hire an attorney  
16 to assist her to end these illegal activities. Said conduct violated statutory and constitutional  
17 expressions of public policy including, but not limited to, Labor Code section 1102.5, and the  
18 California Constitution, Article 1 section 8.

19 124.As set forth above, said actions by Defendants were wrongful and in violation of the  
20 fundamental principles of the public policy of the State of California as reflected in its laws,  
21 objectives and policies. Said statutes and constitutional expressions of public policy include,  
22 but are not limited to, California Labor Code section 1102.5 and the California  
23 Constitution, Article 1 section 8. These laws inure to the benefit of the public at large, and not  
24 just the private interests of the employers and employees whom they govern or protect.

25 125.As a direct and proximate result of the aforementioned acts and omissions of  
26 Defendants, Plaintiff suffered general and compensatory damages, including but not limited to,  
27 loss of income (past and future), loss of employment benefits (past and future), general and  
28 compensatory damages (past and future), mental pain and anguish and emotional distress (past

1 future), and will continue to suffer in the future, in an amount to be proved at trial.

2 126.The foregoing conduct engaged in by Defendants and each of their directors, officers  
3 and/or managing agents, constitutes malice, fraud, and oppression and was authorized, ratified,  
4 and carried on with a conscious and willful disregard of their workers' right to work in an  
5 environment free of retaliation due to whistleblowing, so as to justify the imposition of punitive  
6 damages to punish and set an example of said Defendants.

7 **FIFTEENTH CAUSE OF ACTION**

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

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

10 **(Plaintiff against Defendant Holistic Pet Dental Inc. and all DOE defendants)**

11 127. Plaintiff re-alleges and incorporates by reference each and every allegation in  
12 paragraphs 1 through 126, inclusive, of this Complaint as though fully set forth herein.

13 128. By virtue of the foregoing statutes, regulations, and laws, the acts of Defendants  
14 constitutes unfair and unlawful business practices under California Business and Professions  
15 Code Section 17200, et seq.

16 129. Defendant's violations of California labor laws and the Labor Code constitutes a  
17 business practice because it was done repeatedly over a significant period of time in a  
18 systematic manner that was detrimental to Plaintiff.

19 130. For the four years preceding the filing of this action, Plaintiff has suffered damages  
20 and request damages and/or restitution of all monies and profits to be disgorged from  
21 Defendants in an amount according to proof at time of trial, but in excess of the  
22 jurisdiction of this Court.

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

- 25
- 26 1. For compensatory damages, according to proof;
  - 27 2. For special and consequential damages to the extent allowed by law;

3. For general damages, according to proof;
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 Holistic Pet Dental Inc. against Plaintiff in an amount subject to proof at trial;
9. For an order enjoining corporate Defendant Holistic Pet Dental Inc. 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;

1 15. For all interest as allowed by law;

2 16. For all costs and disbursements incurred in this suit;

3 17. Reasonable attorney's fees where available by law, including but not limited to,  
4 pursuant to Labor Code section 2698 et seq., 1102.5, Code of Civil Procedure section  
5 1021.5, and/or other applicable laws; and

6 18. For such other and further relief as this Court may deem proper.

7  
8 DATED: December 12, 2022

**MESSRELIAN LAW INC.**

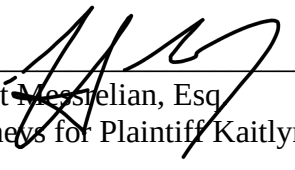
9 By   
10 Harout Messrelian, Esq.  
11 Attorneys for Plaintiff Kaitlynn Masters

12  
13 **DEMAND FOR JURY TRIAL**

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

15  
16 DATED: December 12, 2022

**MESSRELIAN LAW INC.**

17 By   
18 Harout Messrelian, Esq.  
19 Attorneys for Plaintiff Kaitlynn Masters