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HERMINA LOPEZ, individually  
and on behalf of others similarly situated

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Superior Court of California  
County of Fresno  
By: Emma Lucio, Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF FRESNO**

HERMINA LOPEZ, individually and on behalf  
of others similarly situated, and on behalf of the  
State of California as a Private Attorney General,  
and on behalf of other Aggrieved Employees,

Plaintiff,

vs.

KDR PET TREATS, LLC, a California Limited  
Liability Company; and DOES 1 through 25,  
inclusive,

Defendants.

Case No.: [25CECG05681](#)

**CLASS ACTION AND PAGA  
REPRESENTATIVE ACTION  
COMPLAINT FOR DAMAGES**

- (1) Violation of Cal. Labor Code §§ 1194, 1197 and 1197.1 (Unpaid Minimum Wages)
- (2) Violation of Cal. Labor Code §§ 510 and 1198 (Unpaid Overtime)
- (3) Violation of Cal. Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums)
- (4) Violation of Cal. Labor Code § 226.7 (Unpaid Rest Period Premiums)
- (5) Violation of Cal. Labor Code § 226(a) (Failure to Provide Accurate Wage Statements)
- (6) Violation of Cal. Labor Code §§ 201, 202 and 203 (Untimely Final Wages)
- (7) Violation of Cal. Labor Code §§ 2800 and 2802 (Failure to Reimburse Necessary Business Expenses)
- (8) Violation of Cal. Business & Professions Code § 17200, *et seq.*
- (9) Violation of Cal. Labor Code ¶¶ 2698, *et seq.* (Private Attorneys General Act)

**DEMAND FOR JURY TRIAL**

1 Plaintiff HERMINA LOPEZ (“Plaintiff”), individually and on behalf of all others similarly  
2 situated, and on behalf of the State of California and other aggrieved employees pursuant to the  
3 California Labor Code Private Attorneys General Act (Cal. Labor Code §§ 2698, *et seq.*) (“PAGA”)  
4 alleges as follows against Defendant KDR PET TREATS, LLC, and DOES 1 through 25, inclusive  
5 (“Defendants”):

### 6 **INTRODUCTION**

7 1. Plaintiff brings this action against Defendants for California Labor Code violations,  
8 unfair business practices, and civil penalties stemming from Defendants’ failure to pay all wages,  
9 including minimum and overtime compensation, failure to provide meal periods and pay missed meal  
10 period premiums, failure to authorize and permit rest periods and pay missed rest period premiums,  
11 failure to timely pay wages during and upon termination of employment, failure to provide accurate  
12 wage statements, failure to maintain accurate time and payroll records, and failure to reimburse  
13 necessary business-related expenses.

14 2. Plaintiff’s First through Eighth Causes of Action are brought as a class action on behalf  
15 of himself and similarly situated current and former employees of Defendants (hereinafter collectively  
16 referred to as the “Class” or “Class Members”) pursuant to California Code of Civil Procedure section  
17 382. The monetary damages and restitution sought by Plaintiff exceeds the minimal jurisdiction limits  
18 of the Superior Court and will be established according to proof at trial.

19 3. Plaintiff’s Ninth Cause of Action is brought as a representative action on behalf of  
20 himself and certain other current and former employees of Defendant KDR PET TREATS, LLC,  
21 against whom one or more of the alleged violations was committed (hereinafter collectively referred  
22 to as the “Aggrieved Employees”) pursuant to California Labor Code sections 2698, *et seq.* Plaintiff  
23 is an aggrieved employee against whom one or more of the alleged violations occurred. The civil  
24 penalties sought by Plaintiff exceed the minimal jurisdictional limits of the Superior Court and will be  
25 established according to proof at trial.

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1 **JURISDICTION AND VENUE**

2 4. This is a class action brought pursuant to California Code of Civil Procedure section  
3 382.

4 5. The monetary damages, restitution, statutory penalties, and other applicable legal and  
5 equitable relief sought by Plaintiff exceed the minimal jurisdiction limits of the Superior Court and  
6 will be established according to proof at trial.

7 6. This Court has jurisdiction over this action pursuant to the California Constitution,  
8 Article VI, section 10, which grants the superior court “original jurisdiction in all other causes” except  
9 those given by statute to other courts. The statutes under which this action is brought do not specify  
10 any other basis for jurisdiction.

11 7. This Court has jurisdiction over all Defendants because, upon information and belief,  
12 Defendants are either citizens of California, have sufficient minimum contacts in California, or  
13 otherwise intentionally avail themselves of the California market so as to render the exercise of  
14 jurisdiction over them by the California courts consistent with traditional notions of fair play and  
15 substantial justice. Further, no federal question is at issue because the claims asserted herein are based  
16 solely on California law.

17 8. Venue is proper in this Court because, upon information and belief, Defendants  
18 maintain offices, have agents, employ individuals, and/or transact business in the State of California,  
19 County of Fresno.

20 **THE PARTIES**

21 9. At all times herein mentioned, Defendant KDR PET TREATS, LLC was and is, an  
22 employer who does business in California, with locations throughout the state of California, and whose  
23 employees are engaged throughout Fresno County and the State of California.

24 10. Plaintiff is unaware of the true names or capacities of the Defendants sued herein under  
25 the fictitious names DOES 1 through 25 but will seek leave of this Court to amend the complaint and  
26 serve such fictitiously named Defendants once their names and capacities become known.

27 11. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts and  
28 omissions alleged herein were performed by, or are attributable to KDR PET TREATS, LLC and/or

DOES 1 through 25, each acting as the agent, employee, alter ego, and/or joint venturer of, or working in concert with, each of the other co-Defendants and within the course and scope of such agency, employment, joint venture, or concerted activity with legal authority to act on the others' behalf. The acts of any and all Defendants represent and were in accordance with Defendants' official policies.

12. At all relevant times, Defendants were the employers of Plaintiff within the meaning of all applicable state laws and statutes. Defendants directly or indirectly controlled or affected the working conditions, wages, working hours, and conditions of employment of Plaintiff so as to make each of said Defendants employers and employers liable under the statutory provisions set forth herein.

13. Defendants had the authority to hire and terminate Plaintiff and the other class members, to set work rules and conditions governing Plaintiff and the other class members' employment, and to supervise their daily employment activities.

14. Defendants exercised sufficient authority over the terms and conditions of Plaintiff and the other class members' employment for them to be joint employers of Plaintiff and the other class members.

15. Defendants directly hired and paid wages and benefits to Plaintiff and the other class members.

16. Defendants continue to employ hourly paid and/or non-exempt employees within the State of California.

17. At all relevant times, Defendants, and each of them, ratified each and every act or omission complained of herein. At all relevant times, Defendants, and each of them, aided and abetted the acts and omissions of each and all the other Defendants in proximately causing the damages herein alleged.

18. Plaintiff is informed and believes, and thereon alleges, that each of said Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts, omissions, occurrences, and transactions alleged herein.

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1           24.     Plaintiff reserves the right to establish additional subclasses as appropriate.

2           25.     There is a well-defined community of interest in the litigation and the Class is easily  
3 ascertainable.

4           26.     The Class is so numerous that the individual joinder of all its members is impracticable.  
5 While the exact number and identities of class members are unknown to Plaintiff at this time, the exact  
6 numbers of class members and their identities can be ascertained through appropriate discovery from  
7 records maintained by Defendants and their agents.

8           27.     Common questions of fact and law exist as to all class members, which predominate  
9 over any questions affecting only individual members of the Class. The common legal and factual  
10 questions which do not vary from class member to class member, and which may be determined  
11 without reference to the individual circumstances of any class member include, but are not limited to,  
12 the following:

- 13           i.     Whether Defendants had a policy and practice of failing to pay minimum wages to  
14                 Plaintiff and the other class members for all hours worked;
- 15           ii.    Whether Defendants had a policy and practice of failing to pay overtime wages to  
16                 Plaintiff and the other class members for all overtime hours worked;
- 17           iii.   Whether Defendants had a policy and practice of failing to provide meal periods to  
18                 Plaintiff and the other class members;
- 19           iv.    Whether Defendants had a policy and practice of failing to provide rest periods to  
20                 Plaintiff and the other class members;
- 21           v.     Whether Defendants failed to pay their hourly-paid and/or non-exempt employees in  
22                 the State of California for all hours worked, and for all missed, short, late, and/or  
23                 interrupted meal periods and rest breaks;
- 24           vi.    Whether Defendants failed to timely pay all wages due to Plaintiff and the other class  
25                 members during their employment;
- 26           vii.   Whether Defendants' failure to pay wages, without abatement or reduction, in  
27                 accordance with the California Labor Code, was willful;
- 28           viii.  Whether Defendants failed to pay all wages due to Plaintiff and the other class members

1 within the required time upon their discharge or resignation;

2 ix. Whether Defendants failed to comply with wage reporting as required by the California  
3 Labor Code; including, *inter alia*, section 226;

4 x. Whether Defendants failed to reimburse Plaintiff and the other class members for  
5 necessary business-related expenses and costs;

6 xi. Whether Defendants' conduct was willful or reckless;

7 xii. Whether Defendants engaged in unfair business practices in violation of California  
8 Business & Professions Code section 17200, *et seq.*;

9 xiii. The appropriate amount of damages, restitution, and/or monetary penalties resulting  
10 from Defendants' violation of California law; and

11 xiv. Whether Plaintiff and the other class members are entitled to compensatory damages  
12 pursuant to the California Labor Code.

13 28. Plaintiff's claims are typical of the claims of the Class, and Plaintiff's interests are  
14 coincident with and not antagonistic to those of the other class members Plaintiff seeks to  
15 represent. Plaintiff will fairly and adequately protect the interests of the members of  
16 the Class. Plaintiff has retained attorneys experienced in the prosecution of class actions and Plaintiff  
17 intends to prosecute this action vigorously.

18 29. A class action is superior to other available methods for the fair and efficient  
19 adjudication of this controversy since individual litigation of the claims of all class members is  
20 impracticable. Even if every class member could afford individual litigation, the court system could  
21 not. It would be unduly burdensome on the courts in which individual litigation of numerous cases  
22 would proceed. Individualized litigation would also present the potential for varying, inconsistent or  
23 contradictory judgments and would magnify the delay and expense to all parties and to the court  
24 system resulting from multiple trials of the same complex factual issues. By contrast, the conduct of  
25 this action as a class action, with respect to some or all of the issues presented in this Complaint,  
26 presents fewer management difficulties, conserves the resources of the parties and of the court system,  
27 and protects the rights of each class member.

28 30. Certification of this lawsuit as a class action will advance public policy

objectives. Employers of this great state violate employment and labor laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. However, class actions provide the class members who are not named in the complaint anonymity that allows for the vindication of their rights.

### **PAGA ALLEGATIONS**

31. At all times set forth herein, PAGA applied to Plaintiff's employment with KDR PET TREATS, LLC.

32. PAGA provides that any provision of law under the California Labor Code that provides for a civil penalty, including unpaid wages, and premium wages, to be assessed and collected by the California Labor & Workforce Development Agency ("LWDA") for violations of the California Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself and other current employees pursuant to procedures outlined in California Labor Code section 2699.3.

33. Pursuant to PAGA, a civil action may be brought by an "aggrieved employee," who is any person that was employed by the alleged violator and against whom one or more of the alleged violations was committed.

34. Plaintiff was employed by Defendant KDR PET TREATS, LLC. and the alleged violations were committed against him during his time of employment with KDR PET TREATS, LLC. and he is, therefore, an aggrieved employee. Plaintiff and the other employees are "aggrieved employees" as defined by California Labor Code section 2699(c) in that they are current or former employees of Defendant KDR PET TREATS, LLC and one or more of the alleged violations were committed against them.

35. Pursuant to California Labor Code section 2699.3 and 2699.5, an aggrieved employee, including Plaintiff, may pursue a civil action arising under PAGA after the following requirements have been met:

- a. The aggrieved employee shall give written notice by certified mail ("Employee's Notice") to the LWDA and the employer of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged

violations.

- b. The LWDA shall provide notice (“LWDA Notice”) to the employer and the aggrieved employee by certified mail that it does not intend to investigate the alleged violation within sixty (60) calendar days of the postmark date of the Employee’s Notice. Upon receipt of the LWDA Notice, or if the LWDA Notice is not provided within sixty-five (65) calendar days of the postmark date of the Employee’s Notice, the aggrieved employee may commence a civil action pursuant to California Labor Code section 2699 to recover civil penalties in addition to any other penalties to which the employee may be entitled.

36. On September 25, 2025, Plaintiff provided notice by electronic submission to the LWDA and by certified mail to Defendant KDR PET TREATS, LLC regarding the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violations, pursuant to California Labor Code section 2699.3. **A true and correct copy of the Employee’s Notice is attached hereto as Exhibit A.**

37. Plaintiff did not receive an LWDA Notice within sixty-five calendar days of providing the Employee’s Notice.

38. Therefore, the administrative prerequisites under California Labor Code section 2699.3(a) to recover civil penalties against Defendant, in addition to other remedies for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802 have been satisfied.

### **FIRST CAUSE OF ACTION**

#### **VIOLATION OF LABOR CODE SECTIONS 1194, 1197, AND 1197.1**

##### **Failure to Pay Minimum Wage**

##### **(Against All Defendants and DOES 1 – 25)**

39. Plaintiff incorporates herein by specific reference, as though fully set forth, the allegations in all preceding paragraphs.

40. California Labor Code sections 1194, 1197 and 1197.1 provide that the minimum wage for employees fixed by the Industrial Welfare Commission is the minimum wage to be paid to

1 employees, and the payment of a wage less than the minimum so fixed is unlawful. Plaintiff and the  
2 other class members were frequently suffered or permitted to work “off-the-clock”, such that they  
3 were not paid minimum wage for all hours worked.

4 41. Such “off-the-clock” work that Plaintiff and class members were suffered and/or  
5 permitted to work, and for which Plaintiff and class members did not receive minimum wage include  
6 *inter alia*:

- 7 a. requiring Plaintiff and class members to wait in line in order to clock in at the start of  
8 their shifts and upon returning from meal periods. This waiting time occurred prior to  
9 the commencement of paid work and/or after the conclusion of meal periods, resulting  
10 in uncompensated off-the-clock work.
- 11 b. suffering or permitting Plaintiff and class members to perform work for the benefit of  
12 Defendants prior to clocking-in for their shift(s);
- 13 c. suffering or permitting Plaintiff and class members to perform work for the benefit of  
14 Defendants after clocking-out from their shift(s);
- 15 d. suffering or permitting Plaintiff and class members to perform work for the benefit of  
16 Defendants while “off-the-clock” during meal periods.

17 42. Moreover, Defendants had a policy, practice and procedure of rounding employee time  
18 such that Plaintiff and some or all class members were systematically unpaid and/or underpaid for  
19 time worked over the course of their employment.

20 43. Accordingly, Defendants regularly failed to pay at least minimum wages to Plaintiff  
21 and the other class members for all hours they worked in violation of California Labor Code sections  
22 1194, 1197, and 1197.1.

23 44. Defendants knew or should have known that Plaintiff and class members were  
24 performing such work “off-the-clock” because, among other things, Defendants’ management  
25 witnessed, authorized, was made aware of, and/or required Plaintiff and class members to perform  
26 such work.

27 45. Defendants’ failure to pay Plaintiff and the other class members the minimum wage as  
28 required violates California Labor Code sections 1194, 1197 and 1197.1. Pursuant to those sections,

1 Plaintiff and the other class members are entitled to recover the unpaid balance of their minimum wage  
2 compensation, as well as interest, costs, and attorney's fees.

3 46. Pursuant to California Labor Code section 1194.2, Plaintiff and the other class  
4 members are entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid  
5 and interest thereon.

6 **SECOND CAUSE OF ACTION**

7 **VIOLATION OF CAL. LABOR CODE §§ 510 AND 1198**

8 **Unpaid Overtime**

9 **(Against All Defendants and DOES 1 – 25)**

10 47. Plaintiff incorporates herein by specific reference, as though fully set forth, the  
11 allegations in all preceding paragraphs.

12 48. California Labor Code section 1198 and the applicable Industrial Welfare Commission  
13 ("IWC") Wage Order provide that it is unlawful to employ persons without compensating them at a  
14 rate of pay either time-and-one-half or two-times that person's regular rate of pay, depending on the  
15 number of hours worked by the person on a daily and/or weekly basis.

16 49. Specifically, the applicable IWC Wage Order provides that Defendants were required  
17 to pay Plaintiff and the other class members at the rate of time-and-one-half for all hours worked in  
18 excess of eight (8) hours in a day, in excess of forty (40) hours in a workweek and/or the first eight  
19 (8) hours worked on the seventh consecutive day in a workweek.

20 50. The applicable IWC Wage Order further provides that Defendants were required to pay  
21 Plaintiff and the other class members overtime compensation at a rate of two (2) times their regular  
22 rate of pay for all hours worked in excess of twelve (12) hours in a day and/or for all hours worked in  
23 excess of eight (8) hours on the seventh consecutive day in a workweek.

24 51. California Labor Code section 510 codifies the right to overtime compensation at one-  
25 and-one half times the regular hourly rate for hours worked in excess of eight (8) hours in a day, forty  
26 (40) hours in a week, or for the first eight (8) hours worked on the seventh day of work, and to overtime  
27 compensation at twice the regular hourly rate for hours worked in excess of twelve (12) hours in a day  
28 or in excess of eight (8) hours in a day on the seventh day of work.

1           52. Plaintiff and the other class members regularly worked in excess of eight (8) hours in  
2 a day, in excess of twelve (12) hours in a day, in excess of forty (40) hours in a week and/or seven (7)  
3 consecutive days in a workweek. However, Defendants did not record Plaintiff and the other class  
4 members' actual hours worked and intentionally and willfully failed to pay all overtime wages owed  
5 to Plaintiff and the other class members. Defendants' failure to pay correct overtime wages included,  
6 *inter alia*: (a) when the combined total of the off-the-clock work discussed *supra* and the on-the-clock  
7 work exceed the number of hours that trigger the payment of overtime wages under Labor Code  
8 sections 510 and 1198 and/or the applicable Wage Order; (b) when Defendants intentionally, willfully  
9 and/or negligently mischaracterized overtime as straight time; (c) when Defendants assigned more  
10 work than could reasonably be completed in a workday or workweek to Plaintiff and class members,  
11 but refused to authorize the overtime necessary for them to complete the assigned work; and (d) when  
12 Defendants failed to include all required wages and remuneration when calculating setting the  
13 overtime rate.

14           53. Defendants' failure to pay Plaintiff and the other class members as outlined above  
15 violates California Labor Code sections 510 and 1198 and the applicable Wage Order and is therefore  
16 unlawful.

17           54. Pursuant to California Labor Code section 1194, Plaintiff and the other class members  
18 are entitled to recover their unpaid overtime compensation, as well as interest, costs, and attorneys'  
19 fees.

### 20                                   **THIRD CAUSE OF ACTION**

#### 21                                   **VIOLATION OF CAL. LABOR CODE §§ 226.7 AND 512**

#### 22                                   **Failure to Provide Meal Periods or Pay Missed Meal Period Premiums**

#### 23                                   **(Against All Defendants and DOES 1 – 25)**

24           55. Plaintiff incorporates herein by specific reference, as though fully set forth, the  
25 allegations in all preceding paragraphs.

26           56. California Labor Code sections 226.7 and 512(a) and the applicable Wage Order  
27 govern Plaintiff and the other class members' employment by Defendants.

28           57. California Labor Code section 226.7 provides that no employer shall require an

1 employee to work during any meal period mandated by an applicable IWC Order.

2 58. The applicable IWC Wage Order and California Labor Code section 512(a) provide  
3 that an employer may not require, cause, or permit an employee to work for a period of more than five  
4 (5) hours per day without providing the employee with a meal period of not less than thirty (30)  
5 minutes, except that if the total work period per day of the employee is not more than six (6) hours,  
6 the meal period may be waived by mutual consent of both the employer and the employee.

7 59. The applicable IWC Wage Order and California Labor Code section 512(a) further  
8 provides that an employer may not require, cause, or permit an employee to work a work period of  
9 more than ten (10) hours per day without providing the employee with a second uninterrupted meal  
10 period of not less than thirty (30) minutes, except if the total hours worked is no more than twelve (12)  
11 hours, the second meal period may be waived by mutual consent of the employer and the employee  
12 only if the first meal period was not waived.

13 60. Plaintiff and the other class members who were scheduled to work for shifts no longer  
14 than six (6) hours, and who did not waive their legally mandated meal periods by mutual consent, were  
15 required to work for periods longer than five (5) hours without an uninterrupted meal period of not  
16 less than thirty (30) minutes.

17 61. Plaintiff and the other class members who were scheduled to work for shifts in excess  
18 of ten (10) hours but no longer than twelve (12) hours, and who did not waive their legally-mandated  
19 meal periods by mutual consent, were required to work for periods longer than ten (10) hours without  
20 an uninterrupted meal period of not less than thirty (30) minutes.

21 62. Defendants intentionally and willfully required Plaintiff and the other class members  
22 to work during meal periods and failed to compensate Plaintiff and the other class members for work  
23 performed during meal periods. This includes, among other things, requiring Plaintiff and class  
24 members to work through their lunch breaks, permitting and/or requiring Plaintiff and class members  
25 to take late lunch breaks, permitting and/or requiring Plaintiff and class members to take short lunch  
26 breaks, interrupting and/or allowing others to interrupt Plaintiff and class members during their lunch  
27 breaks, and failing to relieve Plaintiff and class members of all duties during their lunch breaks

28 63. Further, because of Defendants' rounding policy, meal breaks were at times incorrectly

1 recorded as compliant, when in reality they were untimely and/or cut short.

2 64. During the relevant time period, Defendants failed to pay Plaintiff and the other class  
3 members all meal period premiums due pursuant to California Labor Code section 226.7 and 512 and  
4 the applicable Wage Order.

5 65. Defendants' conduct therefore violates the applicable IWC Wage Order, and California  
6 Labor Code sections 226.7 and 512(a).

7 66. Pursuant to the applicable IWC Wage Order and California Labor Code section  
8 226.7(b), Plaintiff and the other class members are entitled to recover from Defendants one additional  
9 hour of pay at their regular rate of compensation for each workday that a compliant meal  
10 period was not provided.

#### 11 **FOURTH CAUSE OF ACTION**

#### 12 **VIOLATION OF CAL. LABOR CODE § 226.7**

#### 13 **Failure to Provide Rest Periods or Pay Missed Rest Period Premiums**

#### 14 **(Against All Defendants and DOES 1 – 25)**

15 67. Plaintiff incorporates herein by specific reference, as though fully set forth, the  
16 allegations in all preceding paragraphs.

17 68. California Labor Code section 226.7 and the applicable IWC Wage Order govern  
18 Plaintiff and the other class members' employment by Defendants.

19 69. California Labor Code section 226.7 provides that no employer shall require an  
20 employee to work during any rest period mandated by an applicable order of the California IWC.

21 70. The applicable IWC Wage Order provides that "[e]very employer shall authorize and  
22 permit all employees to take rest periods, which insofar as practicable shall be in the middle of each  
23 work period" and that the "rest period time shall be based on the total hours worked daily at the rate  
24 of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily  
25 work time is less than three and one-half (3½) hours."

26 71. Defendants routinely required Plaintiff and the other class members to work three and  
27 one-half (3 ½) or more hours without authorizing or permitting a compliant ten (10) minute rest period  
28 per each four (4) hour period, or major fraction thereof, worked.

72. Moreover, Defendants willfully required, suffered and permitted Plaintiff and the other class members to work during what should have been their rest periods. Defendants also failed to relieve Plaintiff and the other class members of all duties for ten (10) minutes as required for compliant rest breaks.

73. As a result, Plaintiff worked through rest periods, took late rest periods, took interrupted rest periods, and/or took short rest periods, if at all.

74. Pursuant to the applicable IWC Wage Order and California Labor Code section 226.7(b), Plaintiff and the other class members were entitled to recover from Defendants one (1) additional hour of pay at their regular hourly rate of compensation for each workday that compliant rest period(s) were not provided.

75. Defendants had no policy and/or practice to pay a premium when rest periods were missed, short, late, and/or interrupted, or otherwise failed to comply with California law, and thus Defendants failed to pay Plaintiff and the other class members the full rest period premium due to them in violation of California Labor Code section 226.7 and the applicable IWC Wage Orders.

76. Pursuant to the applicable IWC Wage Orders and California Labor Code section 226.7(c), Plaintiff and the other class members are entitled to recover from Defendants one additional hour of pay at their regular rate of compensation for each workday complaint rest period(s) were not provided.

### **FIFTH CAUSE OF ACTION**

**VIOLATION OF CAL. LABOR CODE § 226(a)**

## Failure to Provide Accurate Wage Statements

**(Against All Defendants and DOES 1 – 25)**

77. Plaintiff incorporates herein by specific reference, as though fully set forth, the allegations in all preceding paragraphs.

78. At all material times set forth herein, California Labor Code section 226(a) provides that every employer shall furnish each of its employees an accurate itemized wage statement in writing, including, but not limited to, the name and address of the legal entity that is the employer, total hours worked, and all applicable hourly rates.

1 As a result of the violations set forth in detail above (failure to pay overtime, failure to pay minimum  
2 wages, meal break violations and rest break violations), Defendants intentionally and willfully failed  
3 to provide Plaintiff and the other class members with complete and accurate wage statements. The  
4 deficiencies include, among other things, the failure to state all hours worked, the failure to state the  
5 actual gross wages earned, the failure to include meal and rest break premiums, the failure to include  
6 correct rates of pay, and other omissions and inaccuracies apparent from the face of the wage  
7 statements. Accordingly, Defendants violated California Labor Code 226(a).

8 79. As a result of Defendants' violation of California Labor Code section 226(a), Plaintiff  
9 and the other class members have suffered injury and damage to their statutorily protected rights.

10 80. Specifically, Plaintiff and the other class members have been injured by Defendants'  
11 intentional violation of California Labor Code section 226(a) because they were denied both their legal  
12 right to receive, and their protected interest in receiving, accurate, itemized wage statements under  
13 California Labor Code section 226(a). In addition, because Defendants failed to provide the accurate  
14 number of total hours worked on wage statements, Plaintiff and the other class members have been  
15 prevented by Defendants from determining if all hours worked were paid and the extent of the  
16 underpayment. Plaintiff had to file this lawsuit, and will further have to conduct discovery, reconstruct  
17 time records, and perform computations in order to analyze whether in fact Plaintiff and the other class  
18 members were paid correctly and the extent of the underpayment, thereby causing Plaintiff to incur  
19 expenses and lost time. Plaintiff would not have had to engage in these efforts and incur these costs  
20 had Defendants provided the accurate number of total hours worked. This has also delayed Plaintiff's  
21 ability to demand and recover the underpayment of wages from Defendants.

22 81. Plaintiff and the other class members are entitled to recover from Defendants the  
23 greater of their actual damages caused by Defendants' failure to comply with California Labor Code  
24 section 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000).

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**SIXTH CAUSE OF ACTION**

**VIOLATION OF CAL. LABOR CODE §§ 201, 202, AND 203**

**Failure to Timely Pay All Wages Due Upon Separation**

**(Against All Defendants and DOES 1 – 25)**

82. Plaintiff incorporates herein by specific reference, as though fully set forth, the allegations in all preceding paragraphs.

83. Pursuant to California Labor Code sections 201, 202, and 203, Defendants are required to timely pay all earned and unpaid wages to an employee who is discharged. California Labor Code section 201 mandates that if an employer discharges an employee, the employee's wages accrued and unpaid at the time of discharge are due and payable immediately. California Labor Code section 202 mandates that if an employee quits, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

84. California Labor Code section 203 provides that if an employer willfully fails to pay, in accordance with California Labor Code sections 201 and 202, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced; but the wages shall not continue for more than thirty (30) days.

85. As a result of the violations set forth in detail above (failure to pay overtime, failure to pay minimum wages, meal break violations and rest break violations), at the time that Plaintiff and the other class members' employment with Defendants ended, Defendants knowingly and willfully failed to pay Plaintiff and the other class members all wages owed to them pursuant to California Labor Code sections 201 and 202, including, without limitation, overtime wages, minimum wages, meal period premium wages, and rest period premium wages, and all wages due to Plaintiff and class members as they became due, as required per California Labor Code sections 204.

86. As a result, Plaintiff and the other class members are entitled to all available statutory penalties, including the waiting time penalties provided in California Labor Code section

203, together with interest thereon, as well as other available remedies.

**SEVENTH CAUSE OF ACTION**

**VIOLATION OF CAL. LABOR CODE §§ 2800 AND 2802**

**Failure to Reimburse Necessary Business Expenses**

**(Against All Defendants and DOES 1 – 25)**

87. Plaintiff incorporates herein by specific reference, as though fully set forth, the allegations in all preceding paragraphs.

88. Pursuant to California Labor Code sections 2800 and 2802, an employer must reimburse its employees for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her job duties or in direct consequence of his or her obedience to the directions of the employer.

89. Plaintiff and the other class members incurred necessary business-related expenses and costs that were not fully reimbursed by Defendants.

90. Defendants intentionally and willfully failed to reimburse Plaintiff and the other class members for all necessary business-related expenses and costs. Plaintiff and the other class members are entitled to recover from Defendants their business-related expenses and costs incurred during the course and scope of employment, plus interest accrued from the date on which Plaintiff and the other class members incurred the necessary expenditures at the same rate as judgments in civil actions in the State of California.

**EIGHTH CAUSE OF ACTION**

**VIOLATION OF CAL. BUS. & PROF. CODE §§ 17200, *et seq.***

**Unfair and Unlawful Business Practices**

**(Against All Defendants and DOES 1 – 25)**

91. Plaintiff incorporates herein by specific reference, as though fully set forth, the allegations in all preceding paragraphs.

92. Each and every one of Defendants' acts and omissions in violation of the California Labor Code and/or the applicable IWC Wage Order as alleged herein, including but not limited to Defendant's failure and refusal to pay overtime compensation, Defendant's failure and refusal to pay

1 minimum wages, Defendants' failure and refusal to provide required meal periods and/or pay meal  
2 period premiums, Defendants' failure and refusal to provide required rest periods and/or pay the  
3 required rest break premiums, Defendants' failure to timely pay wages at the correct rate during  
4 employment, Defendants' failure and refusal to furnish accurate itemized wage statements,  
5 Defendants' failure and refusal to reimburse business-related expenses, and Defendants' failure to  
6 timely pay wages upon termination constitutes an unfair and unlawful business practice under  
7 California Business and Professions Code § 17200 *et seq.*

8 93. Defendants' violations of California wage and hour laws constitute an unfair and  
9 unlawful business practice because Defendants' aforementioned acts and omissions were done  
10 repeatedly over a significant period of time, and in a systematic manner, to the detriment of Plaintiff  
11 and the other class members.

12 94. Defendants have avoided payment of overtime wages, minimum wages, meal period  
13 premiums, rest period premiums, timely wages at the correct rate of pay, and other benefits as required  
14 by the California Labor Code, the California Code of Regulations, and the applicable IWC Wage  
15 Order. Further, Defendants have failed to record, report, and pay the correct sums of assessment to  
16 the state authorities under the California Labor Code and other applicable regulations.

17 95. As a result of Defendants' unfair and unlawful business practices, Defendants have  
18 reaped unfair and illegal profits during Plaintiff and the other class members' tenure at the expense of  
19 Plaintiff, the other class members, and members of the public. Defendants should be made to disgorge  
20 their ill-gotten gains and to restore them to Plaintiff and the other class members.

21 96. Defendants' unfair and unlawful business practices entitle Plaintiff and the other class  
22 members to seek preliminary and permanent injunctive relief, including but not limited to orders that  
23 Defendants account for, disgorge, and restore to Plaintiff and the other class members the wages and  
24 other compensation unlawfully withheld from them. Plaintiff and the other class members are entitled  
25 to restitution of all monies to be disgorged from Defendants in an amount according to proof at the  
26 time of trial.

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1 **NINTH CAUSE OF ACTION**

2 **VIOLATION OF CAL. LABOR CODE §§ 2698, *et seq.***

3 **(Against Defendant and DOES 1-25)**

4 97. Plaintiff incorporates herein by specific reference, as though fully set forth, the  
5 allegations in all preceding paragraphs.

6 98. PAGA expressly provides for a private right of action to recover civil penalties for  
7 violations of the Labor Code as follows: “Notwithstanding any other provision of law, any provision  
8 of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce  
9 Development Agency or any of its departments, divisions, commissions, boards, agencies, or  
10 employees, for a violation of this code, may, as an alternative, be recovered through a civil action  
11 brought by an aggrieved employee on behalf of himself or herself and other current or former  
12 employees pursuant to the procedures specified in Section 2699.3.” Cal. Labor Code § 2699(a).

13 99. Whenever the LWDA, or any of its departments, divisions, commissions, boards,  
14 agencies, or employees has discretion to assess a civil penalty, a court in a civil action is authorized to  
15 exercise the same discretion, subject to the same limitations and conditions, to assess a civil penalty.

16 100. Plaintiff and the other hourly-paid, non-exempt employees are “Aggrieved Employees”  
17 as defined by California Labor Code section 2699(c) in that they are all current or former employees  
18 of Defendant KDR PET TREATS, LLC and one or more of the alleged violations were committed  
19 against them.

20 101. Defendant KDR PET TREAT, LLC’s conduct, as alleged herein, violates numerous  
21 sections of the California Labor Code, including, but not limited to, the following:

- 22 (a) Violation of California Labor Code sections 510 and 1198 for failure to pay  
23 overtime wages, as set forth more fully below;
- 24 (b) Violation of California Labor Code sections 1194, 1197, and 1197.1 for failure to  
25 pay minimum wages, as set forth more fully below;
- 26 (c) Violation of California Labor Code sections 226.7 and 512(a) for failure to provide  
27 legally required meal periods, as set forth more fully below;
- 28 (d) Violation of California Labor Code sections 226.7 and 512(a) for failure to pay

required meal period premiums, as set forth more fully below;

(e) Violation of California Labor Code section 226.7 for failure to provide legally required rest periods, as set forth more fully below;

(f) Violation of California Labor Code section 226.7 for failure to pay required rest period premiums, as set forth more fully below;

(g) Violation of California Labor Code section 204 for failure to timely pay wages to Plaintiff and aggrieved employees during employment, as set forth more fully before;

(h) Violation of California Labor Code sections 201, 202, and 203 for failure to pay all wages at time of discharge from employment, as set forth more fully below;

(i) Violation of California Labor Code section 226(a) for failure to provide accurate wage statements to Plaintiff and aggrieved employees, as set forth more fully below;

(j) Violation of California Labor Code section 1174(d) for failure to keep complete and accurate payroll records relating to Plaintiff and aggrieved employees, as set forth more fully below; and

(k) Violation of California Labor Code sections 2800 and 2802 for failure to reimburse Plaintiff and aggrieved employees for necessary business-related expenses, as set forth more fully below.

102. Pursuant to PAGA, and in particular Labor Code sections 2699(a), 2699.3, and 2699.5, Plaintiff, acting in the public interest as a private attorney general, seek assessment and collection of civil penalties for Plaintiff, all Aggrieved Employees, and the State of California against Defendant KDR PET TREATS, LLC for violations of Labor Code sections set forth herein, including penalties under California Labor Code sections 2699, 558, 210, 1197.1, 226, 226.3, 1174.5, 1197.1, 2800, and 2802, penalties under the applicable IWC Wage Order, and any and all additional penalties and remedies as provided by the California Labor Code and/or other statutes.

103. Pursuant to California Labor Code section 2699(i), civil penalties recovered by Aggrieved Employees shall be distributed as follows: sixty-five percent (65%) to the LWDA for the

1 enforcement of labor laws and education of employers and employees about their rights and  
2 responsibilities and thirty-five (35%) to the Aggrieved Employees.

3 104. Plaintiff retained counsel to file this court action, and to assess and collect the civil  
4 penalties owed by Defendant KDR PET TREATS, LLC Plaintiff therefore seeks an award of  
5 reasonable attorney's fees and costs pursuant to Labor Code sections 210, 218.5, 2699(g)(1), and any  
6 other applicable statute.

7 **PRAYER FOR RELIEF**

8 Plaintiff, on behalf of all others similarly situated, prays for relief and judgment against  
9 Defendants, jointly and severally, as follows:

10 **Class Certification**

- 11 1. That this action be certified as a class action;  
12 2. That Plaintiff be appointed as the representative of the Class;  
13 3. That counsel for Plaintiff be appointed as Class Counsel; and  
14 4. That Defendants provide to Class Counsel immediately the names and most current/last  
15 known contact information (address, e-mail and telephone numbers) of all class members.

16 **As to the First Cause of Action**

- 17 5. For general unpaid wages and such general and special damages as may be appropriate;  
18 6. For statutory wage penalties pursuant to California Labor Code section 1197.1 for  
19 Plaintiff and the other class members in the amount as may be established according to proof at trial;  
20 7. For pre-judgment interest on any unpaid compensation from the date such amounts  
21 were due;  
22 8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California  
23 Labor Code section 1194(a);  
24 9. For liquidated damages pursuant to California Labor Code section 1194.2;  
25 10. For such other and further relief as the Court may deem just and proper.

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**As to the Second Cause of Action**

11. For general unpaid wages at overtime wage rates and such general and special damages as may be appropriate;

12. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due;

13. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194;

14. For such other and further relief as the Court may deem just and proper.

**As to the Third Cause of Action**

15. That the Court make an award to Plaintiff and the other class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a meal period was not provided;

16. For all actual, consequential, and incidental losses and damages, according to proof;

17. For premium wages pursuant to California Labor Code section 226.7(c);

18. For pre-judgment interest on any unpaid wages from the date such amounts were due;

19. For reasonable attorneys' fees and costs of suit incurred herein;

20. For such other and further relief as the Court may deem just and proper.

**As to the Fourth Cause Action**

21. That the Court make an award to Plaintiff and the other class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a rest period was not provided;

22. For all actual, consequential, and incidental losses and damages, according to proof;

23. For premium wages pursuant to California Labor Code section 226.7(c);

24. For pre-judgment interest on any unpaid wages from the date such amounts were due;

25. For such other and further relief as the Court may deem just and proper.

**As to the Fifth Cause of Action**

26. For actual, consequential and incidental losses and damages, according to proof;

27. For statutory penalties pursuant to California Labor Code section 226(e);

28. For injunctive relief to ensure compliance with this section, pursuant to California Labor Code section 226(g);

29. For such other and further relief as the Court may deem just and proper.

**As to the Sixth Cause of Action**

30. For all actual, consequential, and incidental losses and damages, according to proof;

31. For statutory wage penalties pursuant to California Labor Code section 203 for Plaintiff and the other class members who have left Defendants' employ;

32. For pre-judgment interest on any unpaid compensation from the date such amounts were due;

33. For such other and further relief as the Court may deem just and proper.

**As to the Seventh Cause of Action**

34. For actual, consequential and incidental losses and damages, according to proof;

35. For the imposition of civil penalties and/or statutory penalties;

36. For reasonable attorneys' fees and costs of suit incurred herein; and

37. For such other and further relief as the Court may deem just and proper.

**As to the Eighth Cause of Action**

38. For restitution of unpaid wages to Plaintiff and all the other class members and all pre-judgment interest from the day such amounts were due and payable;

39. For the appointment of a receiver to receive, manage and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violation of California Business and Professions Code sections 17200, *et seq.*;

40. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure section 1021.5; and

41. For injunctive relief to ensure compliance with this section, pursuant to California Business and Professions Code sections 17200, *et seq.*

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**As to the Ninth Cause of Action**

43. For civil penalties pursuant to California Labor Code sections 2699(a), (f), and (g), plus costs and attorneys' fees, and

44. For such other and further relief as the Court may deem proper.

DATED: December 2, 2025

**ABRAMSON LABOR GROUP**



By: \_\_\_\_\_

Megan E. Ross

*Attorneys for Plaintiff  
HERMINA LOPEZ, individually and on behalf of  
others similarly situated*

**DEMAND FOR JURY TRIAL**

Plaintiff hereby demands a jury trial with respect to all issues triable of right by jury.

DATED: December 2, 2025

**ABRAMSON LABOR GROUP**



By: \_\_\_\_\_

Megan E. Ross

*Attorneys for Plaintiff  
HERMINA LOPEZ, individually and on behalf of  
others similarly situated*