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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

JAMIE CORLISS, individually, and as a
representative of other aggrieved
employees,

Plaintiff,

vs.

IRVINE VALLEY VETERINARY
HOSPITAL, INC. a Corporation, and
DOES 1 through 250, inclusive,

Defendants.

Case No.: 30-2023-01320938-CU-OE-CXC

Honorable Randall Sherman

**FIRST AMENDED CLASS ACTION
COMPLAINT**

- (1) Violation of California Labor Code §§ 510, 1194, 1198 (Unpaid Overtime Wages);
- (2) Violation of California Labor Code §§ 226(a) and 1174 (Non-compliant Wage Statements);
- (3) Violation of California Labor Code §§ 201-203 (Failure to Pay All Wages and on a Timely Basis);
- (4) Violation of Labor Code §226.7, 512(a) (Unpaid Meal Period Premiums;
- (5) Violation of Labor Code §226.7 (Unpaid Rest Period Premiums);
- (6) Violation of California Business & Professions Code §§ 17200, et seq.; and
- (7) Violation of Labor Code §2802 (Unreimbursed Expenses)
- (8) Violation of California Labor Code §§ 2698, et seq. ("PAGA")

1 Plaintiff Jamie Corliss ("Plaintiff") individually, and as a representative of other
2 aggrieved employees, allege as follows:

3 4 **INTRODUCTION**

5 1. This is an action brought by the Plaintiff, pursuant to California statutory,
6 decisional, and regulatory laws. Plaintiff is an employee of Defendant IRVINE VALLEY
7 VETERINARY HOSPITAL ("IVVH") at all times herein mentioned.

8 2. Plaintiff alleges that California statutory, decisional and regulatory laws prohibit
9 the conduct by Defendants herein alleged, and therefore Plaintiff has an entitlement to monetary
10 relief on the basis that Defendants violated such statutes, decisional law and regulations.
11

12 **JURISDICTION AND VENUE**

13 3. This Court has jurisdiction over this action pursuant to the California
14 Constitution, Article VI, § 10, which grants the Superior Court "original jurisdiction in all
15 causes except those given by statute to other courts." The statutes under which this action is
16 brought do not specify any other basis for jurisdiction.

17 4. This Court has jurisdiction over all Defendants because, upon information and
18 belief, each party is either a citizen of California, has sufficient minimum contacts in California,
19 or otherwise intentionally avails itself of the California market so as to render the exercise of
20 jurisdiction over it by the California courts consistent with traditional notions of fair play and
21 substantial justice.

22 5. Venue is proper in this Court because, upon information and belief, one or
23 more of the named Defendants reside, transact business, or have offices in this county and the
24 acts and omissions alleged herein took place in this county.

25 6. Venue is proper in this Court pursuant to § 395(a) of the California Code of Civil
26 Procedure, because many of the acts and omissions giving rise to the causes of action stated
27 herein occurred or arose in the County of Orange, State of California.
28

THE PARTIES

7. Plaintiff was at all relevant times a citizen of the State of California. Plaintiff works for Defendant as a Customer Service Representative, which is an hourly, non-exempt position.

8. Plaintiff reserves her right to seek leave to amend this complaint to add new plaintiffs, if necessary, in order to establish suitable representative(s) pursuant to *La Salsa v. American Savings and Loan Association*, 5 Cal. 3d 864, 872 (1971), and other applicable law.

9. Defendant was and is, upon information and belief, a corporation, with substantial contacts with the State of California. At all times hereinafter mentioned, Defendant was an employer whose employees are engaged throughout this county, and the State of California.

10. Plaintiffs do not know the true names or capacities of the persons or entities sued herein as DOES 1 through 250, inclusive, and therefore, sues said Defendants by such fictitious names. Each of the DOE Defendants was in some manner legally responsible for the violations alleged herein. Plaintiffs will amend this complaint to set forth the true names and capacities of these Defendants when they have been ascertained, together with appropriate charging allegations, as may be necessary.

11. At all times mentioned herein, the Defendants named as DOES 1 through 250, inclusive, and each of them, were residents of, doing business in, availed themselves of the jurisdiction of, and/or injured Plaintiff and aggrieved employees in the State of California.

12. At all times mentioned herein, each Defendant was the agent, servant, joint employer, alter ego, parent, subsidiary or employee of the other Defendants and in acting and omitting to act as alleged herein did so within the course and scope of that agency or employment.

13. Defendant IVHH and DOES 1 through 250 are collectively referred to herein as "Defendants."

14. Plaintiffs are informed and believe that Defendants currently employ, and during the Class period have employed at least one hundred employees in the State of

California in non-exempt and/or hourly positions.

FACTUAL ALLEGATIONS

15. Defendant is involved in the field of pet services and operates a veterinary hospital for both primary and emergency care in the City of Irvine.

16. The Defendant has employed many hourly, non-exempt employees. There were times, Plaintiff and class members worked shifts without a compliant meal period and no meal period waiver. Defendants failed to provide Plaintiff and class members rest periods. IVHH did not have compliant meal and rest period policies and did not pay meal or rest period premiums.

17. Further, the Defendant had a practice of failing to accurately record working hours of its workers, sometimes having them clock out at eight (8) hours and continue working off the clock without pay.

18. Compounding matters, the Defendant does not reimburse its employees for business expenses such as internet and mandatory cell phone usage, which was required to access a messaging application called "slack."

19. Moreover, the failure to pay all wages due results in the routine late payment of wages, in violation of Labor Code §204 and 210, leading to substantial civil and statutory penalties under those statutes. With regard to former employees, there were routine violations of Labor Code §201-203, since all wages were not paid out promptly upon separation.

20. The paystubs the Defendants provide its employees, including plaintiff, are defective because they do not include all hours worked, and leave out the correct wages earned, among other things.

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CLASS ACTION ALLEGATIONS

21. Plaintiff brings this action individually, as well as on behalf of each and all other persons similarly situated in a concerted effort to improve wages and working conditions for other non-exempt and/or hourly employees, and thus seeks class certification under Code of Civil Procedure § 382.

22. All claims alleged herein arise under California law for which Plaintiff seeks relief authorized by California law.

23. The proposed Class consists of and is defined as:

All current and former Irvine Valley Veterinary Hospital, Inc. employees of Defendant, including any temporary employees assigned by agencies, who worked in non-exempt positions during the 4 years preceding the filing of this Complaint. The proposed sub-classes consist of and are defined as:

OVERTIME and DOUBLE-TIME SUB-CLASS: All members of the Class who were not paid accurate overtime compensation for all hours worked in excess of eight hours per day and/or forty hours per week, or were not paid double time in compliance with the Irvine Valley Veterinary Hospital, Inc. employees described above.

MEAL AND REST SUB-CLASS: All members of the Class who were denied meal and rest period premiums when they were entitled to them under the meal and rest period laws.

WAITING TIME SUB-CLASS: All members of the Class who, at any time after the date three years prior to the filing of this Complaint, separated their employment from Defendants and were not paid wages within the times specified by California Labor Code §§ 201-203 and are owed restitution for waiting time penalties deriving from wages.

REIMBURSEMENT OF EXPENSES: All members of the Class who incurred necessary expenditures or losses in connection with their work duties for Defendant, and are owed reimbursement of these expenditures or losses.

24. Plaintiff reserves the right to establish additional sub-classes as appropriate.

25. At all material times, Plaintiff was a member of the Class.

26. There is a well-defined community of interest in the litigation and the Class is readily ascertainable:

- (a) Numerosity: The members of the class (and each subclass) are so numerous that joinder of all members would be unfeasible and impractical. The membership of the entire class is unknown to Plaintiff at this time; however, the class is estimated to be greater than one hundred (100) individuals and the identity of such membership is readily ascertainable by inspection of Defendants' employment records.
- (b) Typicality: Plaintiff is qualified to, and will, fairly and adequately protect the interests of each class member with whom there is a shared, well-defined community of interest. Plaintiff's claims (or defenses, if any) are typical of all Class members as demonstrated herein.
- (c) Adequacy: Plaintiff is qualified to, and will, fairly and adequately protect the interests of each Class member with whom there is a shared, well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiff acknowledges that Plaintiff has an obligation to make known to the Court any relationship, conflicts or differences with any Class member. Plaintiff's attorneys, the proposed Class counsel, are versed in the rules governing class action discovery, certification, and settlement.
- (d) Superiority: The nature of this action makes the use of class action adjudication superior to other methods. Class action will achieve economies of time, effort, and expense as compared with separate lawsuits, and will avoid inconsistent outcomes because the same issues can be adjudicated in the same manner and at the same time for the entire class.
- (e) Public Policy Considerations: Employers in the State of California violate employment and labor laws every day. Current employees are

1 often afraid to assert their rights out of fear of direct or indirect
2 retaliation. Former employees are fearful of bringing actions because
3 they believe their former employers might damage their future
4 endeavors through negative references and/or other means. Class
5 actions provide the Class members who are not named in the complaint
6 with a type of anonymity that allows for the vindication of their rights at
7 the same time as their privacy is protected.

8 27. There are common questions of law and fact as to the Class (and each subclass)
9 that predominate over questions affecting only individual members, including but not limited
10 to:

- 11 (a) Whether Defendants' failure to pay double-time and overtime wages
12 was willful;
- 13 (b) Whether Defendants' timekeeping system and policies failed to record
14 all hours worked by Plaintiff and Class members;
- 15 (c) Whether Defendants owe Plaintiffs and Class members overtime pay for
16 work over eight hours per day and/or over forty hours per week;
- 17 (d) Whether Defendants' conduct was willful or reckless;
- 18 (e) Whether Defendants violated California Labor Code § 226 by failing to
19 timely furnish Plaintiff and Class members with accurate wage
20 statements or appropriate meal and rest periods;
- 21 (f) Whether Defendants failed to provide compliant meal and rest periods;
- 22 (g) Whether Defendants failed to reimburse its employees for necessary
23 expenditures or losses;
- 24 (h) Whether Defendants failed to timely pay all wages due to Plaintiff and
25 Class members upon their discharge or resignation;
- 26 (i) Whether Defendants engaged in unfair business practices in violation of
27 California Business & Professions Code § 17200, et seq.; and
- 28 (j) The appropriate amount of damages, restitution, or monetary penalties

1 resulting from Defendants' violations of California law.

2
3 **FIRST CAUSE OF ACTION**

4 **Violation of California Labor Code §§ 510—Unpaid Overtime**

5 **(By the Plaintiff and Class against All Defendants)**

6 28. Plaintiff incorporates all paragraphs above as though fully set forth herein.

7 29. At all times relevant hereto, Defendants failed to pay Plaintiff and Class
8 members accurate overtime compensation for the hours they have worked in excess of the
9 maximum hours permissible by law as required by California Labor Code § 510 and 1198 as
10 described in more detail above. The overtime rate was repeatedly miscalculated, as well as
11 the double-time rate.

12 30. By virtue of Defendants' unlawful failure to pay additional, premium rate
13 compensation to Plaintiff and Class members for their overtime hours worked, as well as
14 encouraging and failing to compensate for "off the clock work," Plaintiff and Class members
15 have suffered, and will continue to suffer, damages in amounts which are presently unknown
16 to them but which exceed the jurisdictional limits of this Court and which will be ascertained
17 according to proof at trial.

18 31. Plaintiff and Class members request recovery of overtime compensation
19 according to proof, interest, attorney's fees and costs pursuant to California Labor Code §
20 1194(a), liquidated damages under Labor Code §1194.2, as well as the assessment of any
21 statutory penalties against Defendants, in a sum as provided by the California Labor Code
22 and/or other statutes. Further, Plaintiff and Class members are entitled to seek and recover
23 reasonable attorneys' fees and costs pursuant to California Labor Code § 1194.

24
25 **SECOND CAUSE OF ACTION**

26 **Violation of California Labor Code §§ 226(a)—**

27 **Non-compliant Wage Statements**

28 **(By the Plaintiff and Class and against all Defendants)**

1 32. Plaintiff incorporates all paragraphs above as though fully set forth herein.

2 33. At all material times set forth herein, California Labor Code § 226(a) provides
3 that every employer shall furnish each of his or her employees an accurate itemized wage
4 statement in writing showing nine pieces of information, including: (1) gross wages earned,
5 (2) total hours worked by the employee, (3) the number of piece-rate units earned and any
6 applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided
7 that all deductions made on written orders of the employee may be aggregated and shown as
8 one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee
9 is paid, (7) the name of the employee and the last four digits of his or her social security
10 number or an employee identification number other than a social security number, (8) the
11 name and address of the legal entity that is the employer, and (9) all applicable hourly rates
12 in effect during the pay period and the corresponding number of hours worked at each hourly
13 rate by the employee.

14 34. Defendants have intentionally and willfully failed to provide employees with
15 complete and accurate wage statements. The deficiencies include, among other things, the
16 failure to correctly identify the total gross wages earned by Plaintiff and Class members; the
17 correct deductions; meal and rest break premiums; and the overtime hours worked by
18 Plaintiff and Class members.

19 35. As a result of Defendants' violation of California Labor Code §§ 226(a) and
20 1174, Plaintiff and Class members have suffered injury and damage to their statutorily-
21 protected rights.

22 36. Specifically, Plaintiff and Class members have been injured by Defendants'
23 intentional violation of California Labor Code § 226(a) because they were denied both their
24 legal right to receive, and their protected interest in receiving, accurate, itemized wage
25 statements under California Labor Code § 226(a).

26 37. Plaintiff was also injured as a result of having to bring this action to attempt to
27 obtain correct wage information following Defendants' refusal to comply with many of the
28 mandates of California's Labor Code and related laws and regulations.

39. Plaintiff and Class members are also entitled to injunctive relief to ensure compliance with this section, pursuant to California Labor Code § 226(g).

THIRD CAUSE OF ACTION

Violation of California Labor Code §§ 201-203—

Failure to Pay All Wages and on a Timely Basis

(By the Plaintiff and Class and against all Defendants)

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

41. As alleged herein, Plaintiff and Class members did not receive double-time, sick time, overtime and regular wages, meal or rest period premiums and expense reimbursement during their employment and at the time of termination, as applicable.

42. At all relevant times herein and as alleged herein, Defendants failed to pay to Plaintiff and Class members all wages by the times required by law in that the time periods set forth by California Labor Code § 204 regarding the time of wage payments were not adhered to and all regular wages were not paid.

43. At all times herein set forth, California Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous 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.

44. During the relevant time period, Defendants willfully failed to pay Plaintiff and Class members who are no longer employed by Defendants their wages, earned and unpaid, either at the time of discharge, or within 72 hours of their leaving Defendants' employ.

45. Plaintiff's and Class members' final paychecks did not include all wages,

1 including overtime wages, owed to Plaintiff and Class members.

2 46. Defendants' failure to pay Plaintiff and those Class members who are no longer
3 employed by Defendants their wages earned and unpaid at the time of discharge is in violation
4 of California Labor Code §§ 201 and 202.

5 47. California Labor Code § 203 provides that if an employer willfully fails to pay
6 wages owed, in accordance with §§ 201 and 202, then the wages of the employee shall
7 continue as a penalty from the due date, and at the same rate until paid or until an action is
8 commenced; but the wages shall not continue for more than thirty days.

9 48. Plaintiffs and Class members are entitled to recover from Defendants their
10 additionally accruing wages for each day they were not paid, at their regular hourly rate of
11 pay, up to thirty days maximum pursuant to California Labor Code § 203.

12 49. Plaintiffs and Class members seek to recover the unpaid balance of the full
13 amount of the unpaid regular wages and interest thereon, reasonable attorneys' fees and costs
14 of the suit to the fullest extent permissible including those permitted pursuant to the California
15 Labor Code §§ 203, 218.5, 218.6 and Code of Civil Procedure § 1021.5.

16
17 **FOURTH CAUSE OF ACTION**

18 **Violation of California Labor Code §§ 226.7 and 512(a)—Unpaid Meal Period Premiums**
19 **(By the Plaintiff and Class and against all Defendants)**
20

21 50. Plaintiff incorporates all paragraphs above as though fully set forth herein.

22 51. The applicable IWC Wage Order and California Labor Code §§ 226.7 and
23 512(a) were applicable to Plaintiff's employment by Defendants.

24 52. California Labor Code § 226.7 provides that no employer shall require an
25 employee to work during any meal period mandated by an applicable order of the California
26 IWC.

27 53. The applicable IWC Wage Order and California Labor Code § 512(a) provide
28 that an employer may not require, cause or permit an employee to work for a period of more

1 than five hours per day without providing the employee with an uninterrupted meal period of
2 not less than thirty minutes, except that if the total work period per day of the employee is
3 not more than six hours, the meal period may be waived by mutual consent of both the
4 employer and the employee.

5 54. Plaintiff and Class members were required to work for periods longer than five
6 hours without an uninterrupted meal period of not less than thirty minutes. Plaintiff and Class
7 members were also provided short meal periods, and meal periods that were interrupted and
8 not “duty free.” Plaintiff and Class members were not authorized or permitted lawful meal
9 periods, and were not provided with one hour’s wages in lieu thereof in violation of, among
10 others, California Labor Code §§ 226.7, 512, and applicable IWC Wage Orders.

11 55. Defendants willfully required Plaintiff and Class members to work during meal
12 periods and failed to compensate Plaintiff and Class members for work performed during
13 meal periods.

14 56. Defendants failed to pay Plaintiff and Class members the full meal period
15 premium due pursuant to California Labor Code § 226.7.

16 57. Defendants’ conduct violates the applicable IWC Wage Orders and California
17 Labor Code §§ 226.7 and 512(a).

18 58. Pursuant to the applicable IWC Wage Order and California Labor Code §
19 226.7(b), Plaintiff and Class members are entitled to recover from Defendants one additional
20 hour of pay at the employee’s regular hourly rate of compensation for each work day that the
21 meal period was not provided.

22 **FIFTH CAUSE OF ACTION**

23 **Violation of California Labor Code § 226.7—Unpaid Rest Period Premiums**

24 **(By the Plaintiff and Class and against all Defendants)**

25 59. Plaintiff incorporates all paragraphs above as though fully set forth herein.

26 60. The applicable IWC Wage Order and California Labor Code § 226.7 were
27 applicable to Plaintiff’s employment by Defendants.
28

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

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

63. Defendants required Plaintiff and Class members to work four or more hours without authorizing or permitting a ten-minute rest period per each four-hour period worked.

64. Defendants willfully required Plaintiff and Class members to work during rest periods and failed to compensate Plaintiff for work performed during rest periods.

65. Defendants failed to pay Plaintiff and Class members the full rest period premium due pursuant to California Labor Code § 226.7.

66. Defendants’ conduct violates the applicable IWC Wage Orders and California Labor Code § 226.7.

67. Pursuant to the applicable IWC Wage Order and California Labor Code § 226.7(b), Plaintiff and Class members are entitled to recover from Defendants one additional hour of pay at the employee’s regular hourly rate of compensation for each work day that the rest period was not provided.

SIXTH CAUSE OF ACTION

Violation of California Business & Professions Code § 17200, et seq.

(By the Plaintiff and Class and against all Defendants)

68. Plaintiffs incorporates all paragraphs above as though fully set forth herein.

69. Defendants, and each of them, are “persons” as defined under Business & Professions Code § 17021.

70. Defendants’ conduct, as alleged herein, has been, and continues to be, unfair,

1 unlawful, and harmful to Plaintiffs, Class members, and to the general public. Plaintiffs seek
2 to enforce important rights affecting the public interest within the meaning of Code of Civil
3 Procedure § 1021.5.

4 71. Defendants' activities, as alleged herein, are violations of California law, and
5 constitute unlawful business acts and practices in violation of California Business &
6 Professions Code § 17200, et seq.

7 72. A violation of California Business & Professions Code § 17200, et seq. may be
8 predicated on the violation of any state or federal law. All of the acts described herein as
9 violations of, among other things, the California Labor Code and IWC Wage Orders, are
10 unlawful and in violation of public policy; and in addition are immoral, unethical, oppressive,
11 fraudulent and unscrupulous, and thereby constitute unfair, unlawful and/or fraudulent
12 business practices in violation of California Business and Professions Code § 17200, et seq.

13 **Failing to Pay Prevailing/Minimum Wages/Overtime**

14 73. Defendants' failure to pay prevailing wage and overtime compensation and
15 other benefits in violation of California Labor Code §§ 510 and 1198 constitutes unlawful
16 and/or unfair activity prohibited by Business and Professions Code § 17200, et seq.

17 **Failing to Timely Pay Wages Upon Termination**

18 74. Defendants' failure to timely pay wages upon termination in accordance with
19 California Labor Code §§ 201 and 202, as alleged above, constitutes unlawful and/or unfair
20 activity prohibited by Business and Professions Code § 17200, et seq.

21 **Failing to Provide Accurate Itemized Wage Statements**

22 75. Defendants' failure to provide accurate itemized wage statements in accordance
23 with California Labor Code § 226, as alleged above, constitutes unlawful and/or unfair
24 activity prohibited by Business and Professions Code § 17200, et seq.

25 **Failing to Accurately Record Hours Worked**

26 76. Defendants' failure to accurately record working hours, including the beginning
27 and end of a meal period in accordance with California Labor Code § 558, 1174, and 1198, as
28 alleged above, constitutes unlawful and/or unfair activity prohibited by Business and

Professions Code § 17200, et seq.

77. By and through their unfair, unlawful and/or fraudulent business practices described herein, Defendants have obtained valuable property, money and services from Plaintiffs, and all persons similarly situated, and have deprived Plaintiff, and all persons similarly situated, of valuable rights and benefits guaranteed by law, all to their detriment.

78. Plaintiff and Class members suffered monetary injury as a direct result of Defendants' wrongful conduct.

79. Plaintiff, individually, and on behalf of Class members, are entitled to, and do, seek such relief as may be necessary to disgorge the profits which the Defendants have acquired, or of which Plaintiffs have been deprived, by means of the above-described unfair, unlawful and/or fraudulent business practices. Plaintiffs and Class members are not obligated to establish individual knowledge of the unfair practices of Defendants in order to recover restitution.

80. Plaintiff, individually, and on behalf of Class members, are further entitled to and do seek a declaration that the above-described business practices are unfair, unlawful and/or fraudulent, and injunctive relief restraining the Defendants, and each of them, from engaging in any of the above-described unfair, unlawful and/or fraudulent business practices in the future.

81. Plaintiff, individually, and on behalf of Class members, have no plain, speedy, and/or adequate remedy at law to redress the injuries which they have suffered as a consequence of Defendants' unfair, unlawful and/or fraudulent business practices. As a result of the unfair, unlawful and/or fraudulent business practices described above, Plaintiff, individually, and on behalf of Class members, have suffered and will continue to suffer irreparable harm unless Defendants, and each of them, are restrained from continuing to engage in said unfair, unlawful and/or fraudulent business practices.

82. Pursuant to California Business & Professions Code § 17200, et seq., Plaintiff and Class members are entitled to restitution of the wages withheld and retained by Defendants during a period that commences four years prior to the filing of this complaint; a

1 permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiff and
2 Class members, disgorgement of profits obtained through payroll tax and worker's
3 compensation fraud; an award of attorneys' fees pursuant to California Code of Civil
4 Procedure § 1021.5 and other applicable laws; and an award of costs.

5
6 **SEVENTH CAUSE OF ACTION**

7 **Violation of Labor Code §2802—Unreimbursed Expenses**

8 **(By the Plaintiff and Class and against all Defendants)**

9
10 83. Plaintiff incorporates all paragraphs above as though fully set forth herein.

11 84. Under Labor Code §2802, an employer must indemnify its employees "for all
12 necessary expenditures or losses incurred by the employee in direct consequence of the
13 discharge of his or her duties.

14 85. The Defendant in this case required plaintiff to use personal cell phones for
15 work-related purposes, but failed to provide any cell phone reimbursement, even though the
16 phones were necessary for carrying out job duties. Further, plaintiff was not provided
17 reimbursement for internet and data usage, and other necessary expenditures required to carry
18 out her duties for Defendant.

19 86. Plaintiff is damaged by having to pay for necessary business expenses out of
20 her own personal funds.

21 87. Plaintiff also seeks attorney's fees under Labor Code §2802c because these fees
22 are necessarily incurred in protecting the rights of plaintiff and class members to the
23 underlying reimbursement claim.

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EIGHTH CAUSE OF ACTION

Violation of California Labor Code §§ 2698, et seq. ("PAGA")

(By the Plaintiffs and Aggrieved Employees and against all Defendants)

88. Plaintiffs incorporate all paragraphs above as though fully set forth herein.

89. California Labor Code §§ 2698, et seq. ("PAGA") permits Plaintiffs to recover civil penalties for the violation(s) of the California Labor Code section enumerated in California Labor Code § 2699.5.

90. At all times herein set forth, PAGA was applicable to Plaintiff's employment. At all times herein set forth, PAGA provides that any provision of law under the California Labor Code that provides for a civil penalty to be assessed and collected by the 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 or former employees pursuant to procedures outlined in California Labor Code § 2699.3.

91. Pursuant to PAGA, a civil action under PAGA 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.

92. Plaintiffs are and/or were employed by Defendant and the alleged violations were committed against them during their time of employment and they are, therefore, aggrieved employees. Plaintiffs and other employees are aggrieved employees as defined by California Labor Code § 2699(c) in that they are all current or former employees of Defendants who are or were employed by Defendants, and one or more of the alleged violations were committed against them, as described in more detail above.

93. Pursuant to California Labor Code §§ 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:

The aggrieved employee shall give written notice by filing online ("Employee's

Notice”) to the LWDA and providing written notice by certified mail to the employer of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations.

(a) 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 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 calendar days of the postmark date of the Employee’s Notice, the aggrieved employee may commence a civil action pursuant to California Labor Code § 2699 to recover civil penalties in addition to any other penalties to which the employee may be entitled.

94. On March 22, 2023, Plaintiff submitted to the LWDA online as well as provided written notice by certified mail to Defendants of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations. The LWDA has not responded.

95. Plaintiff satisfied the administrative prerequisites under California Labor Code § 2699.3(a) to recover civil penalties against Defendants, in addition to other remedies, for violations of California Labor Code §§ 201, 202, 203, 204, 206, 223, 210, 218.6, 223, 226, 226(a), 226.3, 226.7, 256, 510, 512(a), 551, 552, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1 and 2802.

PRAYER FOR RELIEF

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

Class Certification

1. That this action be certified as a class action;

2. That Plaintiff be appointed as the representatives of the Class; and,
3. That counsel for Plaintiff be appointed as Class Counsel.
 - (a) That the Court declare, adjudge and decree that Defendants violated California Labor Code §§ 510 and 1198, and applicable IWC Wage Orders by wilfully failing to pay all overtime wages and prevailing wages due to Plaintiff and Class members;
 - (b) For general unpaid wages at overtime wage rates and such general and special damages as may be appropriate;
 - (c) For pre-judgment interest on any unpaid overtime and double-time compensation commencing from the date such amounts were due;
 - (d) For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code § 1194(a); and,
 - (e) For such other and further relief as the Court may deem equitable and appropriate.
4. For statutory penalties and liquidated damages under Labor Code 1194.2;
 - (a) For reasonable attorneys' fees and for costs of suit incurred herein; and for such other and further relief as the Court may deem equitable and appropriate.
 - (b) That the Court declare, adjudge and decree that Defendants violated the record keeping provisions of California Labor Code § 226(a) and applicable IWC Wage Orders as to Plaintiff and Class members, and wilfully failed to provide accurate itemized wage statements thereto;
 - (c) For all actual, consequential and incidental losses and damages, according to proof;
5. For statutory penalties pursuant to California Labor Code § 226(e);
 - (a) For injunctive relief to ensure compliance with this section,

- 1 pursuant to California Labor Code § 226(g); and,
- 2 (b) For such other and further relief as the Court may deem equitable
- 3 and appropriate.
- 4 (c) That the Court declare, adjudge and decree that Defendants
- 5 violated California Labor Code §§ 201, 202, and 203 by wilfully
- 6 failing to pay all compensation owed at the time of termination of
- 7 the employment of Plaintiff and other terminated Class members;
- 8 (d) For all actual, consequential and incidental losses and damages,
- 9 according to proof;
- 10 (e) For statutory wage penalties pursuant to California Labor Code §
- 11 203 for all Class members who have left Defendants' employ;
- 12 (f) For pre-judgment interest on any unpaid wages from the date
- 13 such amounts were due; and,
- 14 (g) For such other and further relief as the Court may deem equitable
- 15 and appropriate.
- 16 (h) That the Court declare, adjudge and decree that Defendants
- 17 violated the following California Labor Code §§ 510 and 1198
- 18 (by failing to provide Plaintiff and Class members all overtime
- 19 compensation);
- 20 (i) dollars (\$100) for each violation per pay period for the initial
- 21 violation and two hundred dollars (\$200) for each aggrieved
- 22 (j) That the Court declare, adjudge and decree that Defendants
- 23 violated California Business and Professions Code §§ 17200, et
- 24 seq. by failing to provide Plaintiffs and Class members all
- 25 overtime compensation due to them; by failing to provide all meal
- 26 and rest periods and failing to pay for all missed meal and rest
- 27 periods; by failing to pay timely and earned wages upon
- 28 termination; and by failing to provide accurate itemized wage

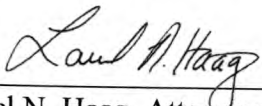
statements;

- (k) For restitution of unpaid wages to Plaintiffs and all Class members and prejudgment interest from the day such amounts were due and payable;
- (l) 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 violations of California Business & Professions Code §§ 17200 et seq.;
- (m) For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure § 1021.5;
- (n) For injunctive relief to ensure compliance with this section, including amending company practices and policies, pursuant to California Business & Professions Code § 17200, et seq.; and,
- (o) For such other and further relief as the Court may deem equitable and appropriate.

Respectfully Submitted,

Dated: July 26, 2024

THE LAW OFFICES OF BUCHSBAUM & HAAG
Limited Liability Partnership

By 
Laurel N. Haag, Attorneys for Plaintiffs

DEMAND FOR JURY TRIAL

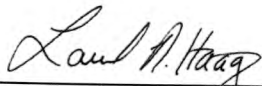
Plaintiff hereby respectfully demands a jury trial.

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Respectfully Submitted,

Dated: July 26, 2024

THE LAW OFFICES OF BUCHSBAUM & HAAG
Limited Liability Partnership

By 

Laurel N. Haag, Attorneys for Plaintiffs

PROOF OF SERVICE

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 100 Oceangate, Suite 1200, Long Beach, California 90802.

On July 26, 2024, I served the foregoing document described as:

FIRST AMENDED CLASS ACTION COMPLAINT

The true copies thereof were enclosed in a sealed envelope and addressed as follows:

Counsel for Defendants, Irvine Valley Veterinary Hospital, Inc.

THOMAS E. DAUGHERTY

MARIANNE C. LALEUF-THOM

KLINEDINST PC San Diego

501 W. Broadway, Suite 600

San Diego, California 92101

Office : (619) 400-8000

Cell : (312) 213-8117

Email : TDaugherty@Klinedinstlaw.com
mlaleuf-thom@klinedinstlaw.com

___ **BY U.S. MAIL:** By placing a true copy thereof enclosed in a sealed envelope(s) addressed as above, and placing each for collection and mailing on that date following ordinary business practices. I am “readily familiar” with this business’ practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in ordinary course of business with the U.S. Postal Service in Long Beach, California, in a sealed envelope with postage fully prepaid.

___ **BY OVERNIGHT DELIVERY:** I enclosed the document(s) in an envelope or package provided by an overnight delivery carrier and addressed as above. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight delivery carrier.

___ **BY PERSONAL SERVICE:** I caused such envelope(s) to be delivered by hand to the office(s) of the addressee(s). (C.C.P. Section 1011)

___ **BY FACSIMILE:** Based on an agreement of the parties to accept service by fax transmission, I faxed the document(s) to the person(s) at the fax number(s) listed above. The sending facsimile machine issued a transmission report confirming that the transmission was complete and without error.

XX BY E-MAIL OR ELECTRONIC TRANSMISSION: Based on a court order or an agreement of the parties to accept service by e-mail or electronic transmission, I caused the document(s) to be sent from ***kim@buchsbaumhaag.com*** to the person(s) at the e-mail address(es) listed above.

XX STATE I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Executed, July 26, 2024, at Long Beach, California.



KIMBERLY KELLY, Declarant