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**ELECTRONICALLY FILED**  
Superior Court of California,  
County of Placer  
**08/23/2023 at 11:45:29 AM**

By: Robin Hall  
Deputy Clerk

Attorneys for Plaintiff Katlyn Van Hoose  
on behalf of herself and similarly situated employees

**SUPERIOR COURT OF CALIFORNIA  
FOR THE COUNTY OF PLACER**

KATLYN VAN HOOSE, individually and  
on  
behalf of all others similarly situated,

Plaintiff,

vs.

VICAR OPERATING, INC.; Does 1  
through 20, inclusive,

Defendants.

Case No. S-CV-0051094

**CLASS ACTION**

**CLASS ACTION COMPLAINT FOR  
DAMAGES:**

1. Violation of California Unfair Competition Law (Business & Professions Code § 17200 *et seq.*
2. Failure to Provide Accurate Wage Statements;
3. Failure to Pay Overtime Wages;
4. Failure to Provide Meal and Rest Periods;
5. Failure to Pay Minimum Wage for All Hours Worked;
6. Failure to Reimburse Business Expenses;
7. Civil Penalties Pursuant to Private Attorney General Act, Labor Code § 2698 *et seq.*

**JURY TRIAL DEMANDED**

1 Plaintiff KATLYN VAN HOOSE (“Plaintiff”), on behalf of herself and all other similarly  
2 situated employees hereby files this Complaint against Defendant VICAR OPERATING, INC.; and,  
3 Does 1 through 20 (collectively referred to as “Defendants”). Plaintiff alleges the following:

4 **INTRODUCTION**

5 1. This is a class and representative action brought by Plaintiff seeking damages for  
6 failure to provide meal and rest periods, failure to pay minimum and overtime wages, inaccurate  
7 wage statements, failure to pay all wages owed at time of termination of employment, and derivative  
8 civil and statutory penalties. Plaintiff seeks these damages and penalties, plus interest and attorney’s  
9 fees, on behalf of herself and similarly situated employees.

10 **JURISDICTION AND VENUE**

11 2. The Placer County Superior Court has jurisdiction in this matter due to alleged  
12 violations of California Labor Code §§ 201-203, 226, 226.3, 2698 *et seq.*, Business and Professions  
13 Code § 17200 *et seq.*

14 3. Venue is proper pursuant to Civil Procedure Code §§ 395(a) and 395.5, in that some  
15 of the wrongful acts and violations of law asserted herein occurred within Placer County.

16 **PARTIES**

17 4. Plaintiff KATLYN VAN HOOSE is over the age of eighteen (18) and is a resident of  
18 the State of California and an employee of Defendant.

19 5. Plaintiff is informed and believes, and thereupon alleges, that Defendant VICAR  
20 OPERATING, INC. is now and/or at all times mentioned in this Complaint a Delaware Corporation  
21 and the owner and operator of an industry, business and/or facility licensed to do business and  
22 actually doing business in the State of California.

23 6. Plaintiff is informed and believes, and based thereon alleges, that Defendants, jointly  
24 and severally, have acted with deliberate indifference and conscious disregard to the rights of all  
25 employees. Plaintiff is further informed and believes, and based thereon alleges, that Defendants  
26 were at all relevant times advised by skilled California employment law attorneys and knew the  
27 requirements of the California Labor Code with respect to employee wage statements, payment of  
28 wages, and provision of meal and rest periods.

7. Defendants proximately caused Plaintiff and similarly situated employees to be subjected to the unlawful practices, wrongs, complaints, injuries, and/or damages alleged in this Complaint.

8. Plaintiff is further informed and believes, and thereon alleges, that each of the Defendants herein was, at all times relevant to this action, the agent, employee, or joint employer or joint venturer of the remaining defendants and was acting within the course and scope of that relationship. Plaintiff is further informed and believes, and thereon alleges, that each of the Defendants herein gave consent to, ratified and authorized the acts alleged herein to each of the remaining defendants. The true names and capacities of the defendants named herein Does 1 through 20, inclusive, whether individual, corporate, associate, or otherwise are unknown to Plaintiff, who therefore sues such defendants by fictitious names pursuant to California Code of Civil Procedure section 474. Plaintiff will amend this complaint to show such true names and capacities of Does 1 through 20, inclusive, when they have been determined.

9. On July 26, 2023, Plaintiff filed her Labor Code § 2699.3 Private Attorney General Act (“PAGA”) notice with the California Labor & Workforce Development Agency (“LWDA”). If the LWDA does not inform Plaintiff that it intends to investigate Plaintiff’s PAGA claims within the statutory period, Plaintiff may proceed in this Court to collect civil penalties.

## CLASS ALLEGATIONS

10. Plaintiff brings this action, on behalf of herself and all others similarly situated, as a class action pursuant to California Code of Civil Procedure section 382. The class that Plaintiff seeks to represent are composed of and defined as follows:

All non-exempt employees who were employed by Defendant in California at any time four (4) years prior to the filing of this Action up to the date that this matter is certified as a class action.

11. This action has been brought and may be properly maintained as a class action, pursuant to the provision of California Code of Civil Procedure section 382, because there is a well-defined community of interest in the litigation and the proposed classes are easily ascertainable.

- 1 (a) Numerosity: The Plaintiff Class is so numerous that the individual joinder of all  
2 members is impracticable under the circumstances of this case. While the exact  
3 number of class members is unknown to Plaintiff at this time, Plaintiff is informed  
4 and believes that Defendant may have employed hundreds of individuals falling  
5 within the above stated class definitions throughout the State of California during the  
6 applicable statute of limitations, who were subjected to the practices outlined in this  
7 Complaint. As such, joinder of all members of the Plaintiff Class is not practicable.
- 8 (b) Common Questions Predominate: Common questions of law and fact exist as to all  
9 members of the Plaintiff Class and predominate over questions that affect only  
10 individual members of the class. These common questions of law and fact include,  
11 without limitation, the following:
- 12 (1) Whether Defendant provided meal and rest breaks to its employees as  
13 required under the Labor Code;
  - 14 (2) Whether Defendant accurately stated all required information on  
15 paystubs issued to members of the Plaintiff Class;
  - 16 (3) Whether Defendant maintained the time and payroll records for its  
17 employees as required under the California Labor Code;
  - 18 (4) Whether Defendant paid all wages due to its employees at the time of  
19 termination of employment;
  - 20 (5) Whether Defendant paid all overtime and double time wages earned by  
21 its employees;
  - 22 (6) Whether Defendant failed to pay all wages earned by employees,  
23 including minimum wages;
  - 24 (7) Whether Defendant reimbursed its employees for business expenses  
25 incurred.
- 26 (c) Typicality: Plaintiff's claims are typical of the claims of the members of the Plaintiff  
27 Class. Plaintiff also sustained damages arising out of Defendant's common course of  
28 conduct in violation of the law as complained of herein. Defendant failed to provide

meal and rest breaks, failed to pay all overtime and double time hours worked by its employees, failed to pay all wages due at time of termination, failed to reimburse business expenses, and failed to provide legally compliant pay stubs to their employees. As a result, each putative class member will have the same basis for their legal claims.

(d) Adequacy: Plaintiff will fairly and adequately protect the interests of the members of the putative class. Plaintiff resides in California and is an adequate representative of the putative class as she has no interests that are adverse to those of absent class members. Additionally, Plaintiff has retained counsel who have substantial experience in complex civil litigation and wage and hour matters.

(e) Superiority: A class action is superior to other available means for the fair and efficient adjudication of the controversy since individual joinder of all members of the classes is impracticable. Class action treatment will permit a larger number of similarly situated persons to prosecute their common claims in a single forum simultaneously, efficiently, and without the unnecessary duplication of effort and expense that numerous individual actions would engender. Further, as damages suffered by each individual member of the classes may be relatively small, the expenses and burden of the individual litigation would make it difficult or impossible for individual members of the class to redress the wrongs done to them, and an important public interest will be served by addressing the matter as a class action. The cost to the court system of adjudication of such individualized litigation would be substantial. Individualized litigation would also present the potential for inconsistent or contradictory judgments.

12. Plaintiff is unaware of any difficulties that are likely to be encountered in the management of this action that would preclude its maintenance as a class action.

### **GENERAL ALLEGATIONS**

13. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 12 as though fully set forth herein.

1           14. Defendant owns and operates a chain of animal hospitals providing a variety of  
2 services in California and in the United States.

3           15. Plaintiff has been employed by Defendant as an outpatient assistant since March  
4 2022. Plaintiff and similarly situated employees worked for Defendant as non-exempt  
5 employees and are/ were paid on hourly basis.

6           16. During the relevant period, Defendant did not allow Plaintiff and similarly  
7 situated employees to take their statutorily required meal periods. Defendant failed to provide  
8 Plaintiff and other similarly situated employees a 30-minute, duty-free meal period before the  
9 end of the fifth hour of work as required under the law. Plaintiff and similarly situated employees  
10 regularly missed their meal periods and/ or they were provided late due to the necessity of  
11 continuing work with a patient, and due to the heavy workload and having to complete assigned  
12 duties, usually because there was inadequate staffing.

13           17. Defendant also failed to provide rest periods to Plaintiff and similarly situated  
14 employees for every 4 hours worked or major fraction thereof. Plaintiff has previously informed  
15 Defendant's management that she could not take her meal or rest periods, but management has  
16 failed to take action to ensure meal and rest periods were able to be taken by Plaintiff and  
17 similarly situated employees. When Plaintiff did attempt to take a rest break or meal period, she  
18 was chastised by her supervisor and/ or management and told to return to work.

19           18. When Defendant required Plaintiff and similarly situated employees to work  
20 through their meal and/or rest periods, Defendant failed to pay Plaintiff and similarly situated  
21 employees all statutorily required meal and rest period premiums owed.

22           19. These practices of Defendant have also resulted in unpaid minimum and overtime  
23 wages.

24           20. As a result, Defendant failed to supply Plaintiff and similarly situated aggrieved  
25 employees legally compliant wage statements that accurately reflected, among other things, the  
26 amount of meal and rest period premium pay owed to them. As a result, Plaintiff and similarly  
27 situated employees were deprived of the information necessary to determine the total wages  
28

1 owed to them from their wage statements alone. *See Naranjo v. Spectrum Sec. Servs., Inc.*, 13  
2 Cal. 5th 93, 121 (2022).

3 21. Defendant also did not provide its employees all wages, including, without  
4 limitation, unpaid meal and rest break premium pay, owed upon their termination or within  
5 seventy-two (72) hours of their separation from employment. *See Naranjo*, 13 Cal. 5th at 118.

6 22. Nor did Defendant reimburse Plaintiff and similarly situated employees for cell  
7 phone usage for business purposes. Plaintiff and similarly situated employees used their cell  
8 phones for business purposes on a regular basis and were not reimbursed by Defendant.

9 23. Plaintiff brings this Class Action on behalf of herself and similarly situated  
10 employees in order to fully compensate herself and Class Members for their losses incurred  
11 during the class period caused by Defendant's uniform policies and practices which failed to  
12 lawfully compensate these employees.

13 24. Defendant's uniform policies and practices alleged herein were unlawful, unfair  
14 and deceptive business practices whereby Defendant retained and continues to retain wages due  
15 Plaintiff and the other Class Members. Plaintiff and the other Class Members seek an injunction  
16 enjoining such conduct by Defendant in the future, relief for the named Plaintiff and the other  
17 Class Members who have been economically injured by Defendant's past and current unlawful  
18 conduct, and all other appropriate legal and equitable relief.

19 25. Plaintiff is informed and believes that Defendant committed numerous other  
20 violations of the California Labor Code, including but not limited to those identified in this letter.  
21 Pursuant to *Huff v. Securitas Sec. Servs. USA, Inc.*, 23 Cal. App. 5th 745 (2018), Plaintiff intends  
22 to seek civil penalties for all violations of the California Labor Code, whether she experienced  
23 them personally or not.

24 26. Defendant's uniform policies and practices to fail to provide all overtime and  
25 double time wages to Plaintiff and Class Members, to not pay minimum wages, to fail to provide  
26 meal and rest periods, to fail to provide all wages owed at time of termination, to fail to provide  
27 timely wages during employment, and not to provide compliant wage statements are evidenced  
28 by Defendant's business records.

**FIRST CAUSE OF ACTION**  
**(Unfair Competition)**

27. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 26 as though fully set forth herein.

28. Unfair competition shall mean and include any unlawful, unfair or fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising and any act prohibited by Chapter 1 (commencing with Section 17500) of Part 3 of Division 7 of the Business and Professions Code. *See* Cal. Bus. and Prof. Code §§ 17200 *et seq.*

29. Defendant committed numerous violations of the California Labor Code throughout the employment relationship.

30. Plaintiff is also informed and believes and thereon alleges that such actions and/or conduct constitute a violation of the California Unfair Competition Law (“UCL”) (Business and Professions Code section 17200 *et seq.*) pursuant to *Cortez v. Purolator Air Filtration Products Co.*, 23 Cal. 4th 163 (2000).

31. As a direct and legal result of Defendant’s conduct, as alleged herein, pursuant to the UCL (including B&P Code §17203), Plaintiff and similarly situated employees are entitled to restitution of all withheld wages as a result of its unfair business practices, including, but not limited to, public injunctive relief, pursuant to B&P Code § 17203, and interest and penalties pursuant to B&P §§ 17203, 17208, violations of Labor Code §§ 1194, 226, and 226.7, all in an amount as yet unascertained but subject to proof at trial, for four (4) years from the filing of this Action.

**SECOND CAUSE OF ACTION**  
**(Failure to Provide Accurate Wage Statements)**

32. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 31 as though fully set forth herein.

33. According to Labor Code section 226(a), an employer must provide an itemized statement to an employee, semi-monthly or at the time of each payment of wages, showing:

*(1) gross wages earned, (2) total hours worked by the employee, except for any employee whose compensation is solely based on a*

1 salary and who is exempt from payment of overtime under  
2 subdivision (a) of Section 515 or any applicable order of the  
3 Industrial Welfare Commission, (3) the number of piece-rate units  
4 earned and any applicable piece rate if the employee is paid on a  
5 piece-rate basis, (4) all deductions, provided that all deductions  
6 made on written orders of the employee may be aggregated and  
7 shown as one item, (5) net wages earned, (6) the inclusive dates of  
8 the period for which the employee is paid, (7) the name of the  
9 employee and the last four digits of his or her social security number  
10 or an employee identification number other than a social security  
11 number, (8) the name and address of the legal entity that is the  
12 employer and, if the employer is a farm labor contractor, as defined  
13 in subdivision (b) of Section 1682, the name and address of the legal  
14 entity that secured the services of the employer, and (9) all  
15 applicable hourly rates in effect during the pay period and the  
16 corresponding number of hours worked at each hourly rate by the  
17 employee. The deductions made from payment of wages shall be  
18 recorded in ink or other indelible form, properly dated, showing the  
19 month, day, and year, and a copy of the statement and the record of  
20 the deductions shall be kept on file by the employer for at least three  
21 years at the place of employment or at a central location within the  
22 State of California.

23 34. Defendant failed to provide an itemized statement or failed to provide an accurate  
24 and complete itemized statement showing the requirements set forth in Labor Code section  
25 226(a). Defendant failed to list on the wage statements provided to Plaintiff and similarly  
26 situated employees wage statements listing all hours worked and the applicable rates of pay and  
27 overtime and double time rates. Plaintiff alleges that Defendant failed to provide accurate  
28 itemized wage statements in accordance with Labor Code section 226(a) to all members of the  
Class.

35. Additionally, Plaintiff alleges she suffered injury as a result of Defendant's  
knowing and intentional failure to provide accurate and complete information as required by any  
one or more of items (1) to (9), inclusive, of Labor Code section 226, subdivision (a), and  
Plaintiff cannot promptly and easily determine (i.e. a reasonable person in each Plaintiff's  
position would not be able to readily ascertain the information without reference to other  
documents or information) from the wage statement alone. Cal. Lab Code § 226(e)(2)(B)(iv).

36. Defendant's underpayment of wages also caused the calculations on the wage  
statements issued to Defendants' employees to be incorrect and legally noncompliant.

1           37. As a proximate cause of Defendant's failure to provide accurate statements,  
2 Plaintiff and Class Members were damaged and are entitled to statutory and civil penalties under  
3 the Labor Code, and attorney's fees and costs, in an amount to be proven at trial.

4                                   **THIRD CAUSE OF ACTION**  
5                                   **(Failure to Pay Overtime Wages)**

6           38. Plaintiff incorporates by reference and re-allege paragraphs 1 through 37 as  
7 though fully set forth herein.

8           39. During the period Plaintiff and similarly situated employees were employed by  
9 Defendant, Defendant was required to compensate them one and one-half (1½) times the regular  
10 rate of pay for hours worked in excess of eight (8) hours per day and/or forty (40) hours per  
11 week, and two (2) times the regular rate of pay for hours worked in excess of twelve (12) hours  
12 per day. See California Labor Code §§ 510, 1194. Although Plaintiff and similarly situated  
13 employees regularly worked in excess of eight (8) hours a day and/or forty (40) hours per week,  
14 Defendant failed to pay all overtime and double time wages owed to them.

15           40. Defendant failed to pay overtime and double time for all hours worked over 8  
16 hours in a day and 40 hours in a week.

17           41. Plaintiff and Class members were non-exempt employees under the  
18 administrative, executive, or professional exemptions of the applicable Wage Order and  
19 California Labor Code section 510.

20           42. Defendant's conduct described herein violates California Labor Code sections 510  
21 and 1194, and Wage Orders. As a proximate result of Defendant's conduct, Plaintiff and Class  
22 members have been damaged and deprived of overtime wages, in an amount to be established at  
23 trial. Plaintiff now seeks these wages, attorney's fees and costs, and interest pursuant to  
24 California Labor Code section 1194.

25                                   **FOURH CAUSE OF ACTION**  
26                                   **(Failure to Provide Meal and Rest Periods)**

27           43. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 42 as  
28 though fully set forth herein.

1           44.     An employer must provide an employee a meal period and/or rest period in  
2 accordance with the applicable Wage Order and Labor Code sections 226.7 and 512.

3           45.     Labor Code section 510 and Wage Order 5-2001, section 11(A) require an  
4 employer to provide a meal period of not less than thirty (30) minutes for each work period of  
5 more than five (5) hours. If an employee works longer than ten (10) hours in a workday, the  
6 employer must provide a second meal period.

7           46.     Labor Code section 510 and Wage Order 5-2001 section 12(A) require an  
8 employer to provide a rest period of not less than ten (10) minutes for each work period of more  
9 than four (4) hours or a major fraction thereof.

10          47.     Plaintiff alleges that Defendant failed to provide Plaintiff and similarly situated  
11 employees with meal breaks of at least thirty (30) minutes for several work periods that Plaintiff  
12 and similarly situated employees worked more than five (5) hours in a day, or to take a second  
13 meal break of at least thirty (30) minutes for several work periods that Plaintiff and similarly  
14 situated employees worked more than ten (10) hours in a day.

15          48.     Plaintiff further alleges that Defendant failed to provide rest breaks of at least ten  
16 (10) minutes for each work period that she and similarly situated employees worked for four (4)  
17 hours or major fraction thereof.

18          49.     As a proximate cause of Defendant's failure to provide meal and rest periods,  
19 Plaintiffs and members of the Class are entitled to one (1) hour of pay at the regular rate of  
20 compensation for each meal period or rest period not provided, as a wage, from three (3) years of  
21 the filing of this action, in an amount to be established at trial. See Labor Code § 226.7 and  
22 Wage Order 5-2001 §§ 11(B), 12(B).

23  
24                               **FIFTH CAUSE OF ACTION**  
25                               **(Failure to Pay Minimum Wage for All Hours Worked)**

26          50.     Plaintiff hereby incorporates by reference Paragraphs 1 through 49 of this  
27 Complaint as if fully set forth herein and for a cause of action alleges as follows:  
28

51. Defendants were required to compensate Plaintiff and similarly situated employees with at least the State's minimum wage for all hours worked. See Cal. Labor Code § 1194; MW Order-2014; MW Order-2017.

52. Defendants were aware of their obligation to pay the minimum wages but failed to do so.

53. Defendants' conduct described herein violates California Labor Code section 1194, and Wage Orders. As a proximate result of Defendants' conduct, Plaintiff and the Plaintiff Class have been damaged and deprived of minimum wages, in an amount to be established at trial. Plaintiff and the Class now seek these wages, liquidated damages pursuant to California Labor Code section 1194.2, attorney's fees and costs, and interest pursuant to California Labor Code sections 1194.

### **SIXTH CAUSE OF ACTION**

#### **Failure to Reimburse Business Expenses**

54. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 53 as though fully set forth herein.

55. Labor Code section 2802(a) states that “An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful.”

56. Defendant knew that Plaintiff and members of the Class incurred expenses for work purposes, including but not necessarily limited to business use of employee cell phones. However, Defendant did not reimburse Plaintiff or members of the Class for these expenses.

57. Defendant's conduct described herein violated California Labor Code section 2802. As a proximate result of Defendant's conduct, Plaintiff and members of the Class have been damaged in an amount to be established at trial, and are entitled to recover these damages, as well as interest and reasonable attorney's fees and costs, pursuant to statute.

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**SEVENTH CAUSE OF ACTION**

**(Civil Penalties Pursuant to PAGA § 2698 et seq.)**

58. Plaintiff hereby incorporates by reference Paragraphs 1 through 57 of this Complaint as if fully set forth herein and for a cause of action alleges as follows:

59. Plaintiff brings this cause of action as a proxy for the State of California and in this capacity, seeks penalties on behalf of all Aggrieved Employees for Defendant's violations of the California Labor Code, including but not necessarily limited to, those Labor Code violations identified above and in Plaintiff's PAGA Notice AND Amended PAGA Notice to the LWDA.

60. On or about July 26, 2023, Plaintiff sent written notice to the LWDA regarding Defendants' violations of the California Labor Code, pursuant to Labor Code section 2698, *et seq.*, PAGA. If the LWDA does not inform Plaintiff that it intends to investigate Plaintiff's PAGA claims within the statutory period, Plaintiff may proceed in this Court to collect civil penalties.

61. Plaintiff is thus entitled to recover civil penalties on behalf of the State of California and all Aggrieved Employees for all violations of the Labor Code from July 26, 2022, through trial on this matter.

62. Defendant's conduct, as alleged herein, violated various sections of the California labor Code, including but not limited to, the following:

63. Labor Code section 1174(d) requires employers to keep "payroll records showing the hours worked daily by and the wages paid to . . . employees . . . These records shall be kept in accordance with rules established for this purpose by the commission, but in any case shall be kept on file for not less than three years." Defendant did not keep accurate information regarding all hours worked by Plaintiff and similarly situated employees, largely by failing to accurately record all hours worked. This was in violation of the Labor Code.

64. Labor Code section 226 requires employers to furnish to employees with "an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, . . . (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned,

1 (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee  
2 and only the last four digits of his or her social security number or an employee identification  
3 number other than a social security number, (8) the name and address of the legal entity that is  
4 the employer . . . and (9) all applicable hourly rates in effect during the pay period and the  
5 corresponding number of hours worked at each hourly rate by the employee . . . .” For the  
6 reasons stated above, Defendant failed to comply with these requirements with respect to  
7 Plaintiff and similarly situated employees in violation of the Labor Code.

8         65. Labor Code sections 201–203 require that all wages be paid to employees upon  
9 separation and/or termination of employment. Here, for the reasons stated above, Defendant’s  
10 employees did not receive all final wages due and owing to them at the time of termination or  
11 seventy-two (72) hours thereafter as required by Labor Code sections 201–203. This is in  
12 violation of the Labor Code.

13         66. Labor Code sections 510 and 1194 require employers to pay employees overtime  
14 for any work in excess of eight (8) hours in one workday and any work in excess of forty (40)  
15 hours in any one workweek. Employers must also pay overtime for the first eight (8) hours  
16 worked on the seventh day of work in any one workweek. Finally, employers must pay double  
17 time for all hours worked in excess of twelve (12) hours in any workday and for all hours worked  
18 in excess of eight (8) hours on the seventh day of work in any one workweek. As stated above,  
19 Plaintiff and similarly situated employees worked over eight (8) hours per day and forty (40)  
20 hours per week and were not paid overtime wages in violation of the Labor Code.

21         67. During the period Plaintiff and similarly situated employees were employed by  
22 Defendant they were entitled to be paid at least the State’s minimum wage rate for each hour that  
23 they worked. See, e.g., IWC Wage Order MW-2014, MW-2017; IWC Wage Order No. 5-2001,  
24 section (4); Cal. Lab. Code §§ 1194, 1197.1. For the reasons stated above, Defendant did not pay  
25 Plaintiff and similarly situated employees at least minimum wage for all hours worked. Thus,  
26 Plaintiff and similarly situated employees were not paid at least the applicable state minimum  
27 wage for all hours worked in violation of the Labor Code.

68. Labor Code section 226.7 and IWC Wage Order No. 4-2001, section 11(A) require employers to provide employees meal periods of thirty (30) minutes per five (5) hours worked. For the reasons stated above, Plaintiff and similarly situated employees were not authorized and permitted to take legally compliant meal periods pursuant to California law. Defendant also failed to pay all meal period premiums for its failure to provide meal periods.

69. Labor Code section 226.7 and IWC Wage Order No. 5-2001, section 12(A) require employers to provide employees paid off-duty rest periods of ten (10) minutes per four (4) hours or major fraction thereof worked. For the reasons stated above, Plaintiff and similarly situated employees were not authorized and permitted to take legally compliant rest periods pursuant to California law in violation of the Labor Code. Defendant also failed to pay any rest period premiums for their failure to provide rest periods.

70. Labor Code section 2802(a) states that “An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful.” For the reasons stated above, Defendant failed to pay required reimbursements to Plaintiff and similarly situated employees for required business expenses in violation of the Labor Code.

71. Pursuant to *Huff v. Securitas Sec. Servs. USA, Inc.*, 23 Cal. App. 5th 745, 761, 233 Cal. Rptr. 3d 502, 513 (2018), Plaintiff seeks civil penalties on behalf of the State of California and all aggrieved employees for all violations of the California Labor Code, whether she experienced them personally or not.

## DAMAGES

WHEREFORE Plaintiff requests relief as follows:

1. A jury trial;
2. For an order certifying the class;
3. For an order certifying Plaintiff's counsel as class counsel;

4. For an order appointing Plaintiff as class representative;
5. For penalties under the California Labor Code according to proof allowed by law;
6. For compensatory damages, including, but not limited to, unpaid wages, plus interest, according to proof allowed by law;
7. For an award to Plaintiff of costs of suit incurred herein and reasonable attorney's fees;
8. For injunctive relief;
9. For an award of prejudgment and post-judgment interest; and
10. For an award to Plaintiff of such other and further relief as the Court deems just and proper.

Dated: August 22, 2023

**Castle Law: California Employment Counsel, PC**

By:   
Timothy B. Del Castillo  
Kent L. Bradbury  
Attorneys for Plaintiff KATLYN VAN HOOSE and the  
Class

**JURY TRIAL DEMAND**

Plaintiff hereby demands a trial by jury.

Dated: August 22, 2023

**Castle Law: California Employment Counsel, PC**

By:   
Timothy B. Del Castillo  
Kent L. Bradbury  
Attorneys for Plaintiff KATLYN VAN HOOSE and the  
Class