

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

Jeffrey S. Herman (State Bar #280058)

jeffrey@bamlawca.com

Kyle R. Nordrehaug (State Bar #205975)

Aparajit Bhowmik (State Bar #248066)

Nicholas J. De Blouw (State Bar #280922)

deblouw@bamlawca.com

2255 Calle Clara

La Jolla, CA 92037

Telephone: (858)551-1223

Facsimile: (858) 551-1232

Website: www.bamlawca.com

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SACRAMENTO

AMANDA DIAMOND, on behalf of the
State of California, as a private attorney
general,

Plaintiff,

vs.

COMMUNITY VETERINARY CLINICS,
LLC, a Limited Liability Company; PETIQ,
LLC, a Limited Liability Company; and
DOES 1 through 50, inclusive,

Defendants.

Case No. 26CV019040

REPRESENTATIVE ACTION
COMPLAINT FOR:

1. Civil Penalties Pursuant to Labor Code
§ 2699 for violations of Labor Code
§§ 201, 202, 203, 226(a), 226(a)(2),
226.7, 246, 510, 512, 1194, 1198, 2802,
California Code of Regulations, Title 8,
Section 11040, Subdivision 5(A)-(B), and
the applicable Wage Order(s).

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

6 **INTRODUCTION**

7 1. PLAINTIFF brings this action against defendants Community Veterinary Clinics
8 LLC and Petiq, LLC (referred to as “DEFENDANT”) seeking only to recover PAGA civil
9 penalties on behalf of all current and former aggrieved employees that worked for
10 DEFENDANT. PLAINTIFF does **not seek to recover anything other than penalties as**
11 **permitted by California Labor Code § 2699**. To the extent that statutory violations are
12 mentioned for wage violations, PLAINTIFF does not seek underlying general and/or special
13 damages for those violations, but simply the civil penalties permitted by California Labor Code
14 § 2699.

15 2. California has enacted the PAGA which permits PLAINTIFF to bring an action
16 for PAGA penalties *only*, which is the precise and sole nature of this action.

17 3. Accordingly, PLAINTIFF seeks to obtain all applicable relief for
18 DEFENDANT’s violations under PAGA and solely for the relief as permitted by PAGA – that
19 is, penalties and any other relief the Court deems proper pursuant to the PAGA. Nothing in this
20 complaint should be construed as attempting to obtain any relief that would not be available in
21 a PAGA-only action.

22 4. PLAINTIFF is not suing in her individual capacity; she is proceeding
23 herein solely under the PAGA, on behalf of the State of California for all aggrieved employees.
24 Nothing in this complaint should be construed as PLAINTIFF suing in her individual capacity.

25 **THE PARTIES**

26
27 5. Community Veterinary Clinics, LLC is a limited liability company that at all
28 relevant times mentioned herein conducted and continues to conduct substantial business in

1 California.

2 6. Petiq, LLC is a limited liability company that at all relevant times mentioned
3 herein conducted and continues to conduct substantial business in California.

4 7. The entities named in paragraphs 5-6 above (and any DOE entities later named)
5 were the joint employers of PLAINTIFF as evidenced by paycheck, standardized company
6 employment handbooks, by standardized policies and procedures, by the company PLAINTIFF
7 performed work for respectively and are therefore jointly responsible as employers for the
8 conduct alleged herein, and are therefore collectively referred to herein as ("DEFENDANT").

9 8. DEFENDANT provides veterinary services in California.

10 9. PLAINTIFF was employed by DEFENDANT in California from September of
11 2024 to November 13, 2025.

12 10. PLAINTIFF, and such persons that may be added from time to time who satisfy
13 the requirements and exhaust the administrative procedures under the Private Attorney General
14 Act, brings this Representative Action on behalf of the State of California with respect to all
15 individuals who are or previously were employed by Community Veterinary Clinics, LLC
16 and/or Petiq, LLC in California, including any employees staffed with Community Veterinary
17 Clinics, LLC and/or Petiq, LLC in by a third party, and classified as non-exempt employees
18 ("AGGRIEVED EMPLOYEES") during the time period of March 26, 2025 until a date as
19 determined by the Court (the "PAGA PERIOD").

20 11. PLAINTIFF, on behalf of all AGGRIEVED EMPLOYEES presently or
21 formerly employed by DEFENDANT during the PAGA PERIOD, brings this representative
22 action pursuant to Labor Code § 2699 seeking fixed civil penalties for DEFENDANT's
23 violation of California Labor Code §§ 201, 202, 203, 226(a), 226(a)(2), 226.7, 246, 510,
24 512, 1194, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision
25 5(A)-(B), and the applicable Wage Order(s). Based upon the foregoing, PLAINTIFF and all
26 AGGRIEVED EMPLOYEES are aggrieved employees within the meaning of Labor Code §
27 2699.

1 12. The true names and capacities, whether individual, corporate, subsidiary,
2 partnership, associate or otherwise of defendants DOES 1 through 50, inclusive, are
3 presently unknown to PLAINTIFF who therefore sues these Defendants by such fictitious
4 names pursuant to Cal. Civ. Proc. Code § 474. PLAINTIFF will seek leave to amend this
5 Complaint to allege the true names and capacities of Does 1 through 50, inclusive, when
6 they are ascertained. PLAINTIFF is informed and believes, and based upon that information
7 and belief alleges, that the Defendants named in this Complaint, including DOES 1 through
8 50, inclusive, are responsible in some manner for one or more of the events and happenings
9 that proximately caused the injuries and damages hereinafter alleged.

10 13. The agents, servants and/or employees of the Defendants and each of them
11 acting on behalf of the Defendants acted within the course and scope of his, her or its
12 authority as the agent, servant and/or employee of the Defendants, and personally
13 participated in the conduct alleged herein on behalf of the Defendants with respect to the
14 conduct alleged herein. Consequently, the acts of each Defendant are legally attributable to
15 the other Defendants and all Defendants are jointly and severally liable to PLAINTIFF and
16 all the AGGRIEVED EMPLOYEES, for the loss sustained as a proximate result of the
17 conduct of the Defendants' agents, servants and/or employees.

18 THE CONDUCT

19 14. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT
20 was required to pay PLAINTIFF and the AGGRIEVED EMPLOYEES for all their time
21 worked, meaning the time during which an employee is subject to the control of an
22 employer, including all the time the employee is suffered or permitted to work.
23 DEFENDANT requires PLAINTIFF and the AGGRIEVED EMPLOYEES to work without
24 paying them for all the time they are under DEFENDANT's control. Among other things,
25 DEFENDANT requires PLAINTIFF to work while clocked out during what is supposed to
26 be PLAINTIFF's off-duty meal break. From time to time, PLAINTIFF remained on or near
27 DEFENDANT'S work vehicle during meal periods or otherwise remained subject to
28 DEFENDANT'S control while clocked out for what should have been PLAINTIFF's off-

1 duty meal break. DEFENDANT, as a matter of established company policy and procedure,
2 administers a uniform practice of rounding the actual time worked and recorded by
3 PLAINTIFF and the AGGRIEVED EMPLOYEES, always to the benefit of DEFENDANT,
4 so that during the course of their employment, PLAINTIFF and the AGGRIEVED
5 EMPLOYEES are paid less than they would have been paid had they been paid for actual
6 recorded time rather than “rounded” time. As a result, PLAINTIFF and the AGGRIEVED
7 EMPLOYEES forfeit minimum wage, overtime wage compensation, and off-duty meal
8 breaks by working without their time being correctly recorded and without compensation at
9 the applicable rates. DEFENDANT’s policy and practice not to pay PLAINTIFF and the
10 AGGRIEVED EMPLOYEES for all time worked, is evidenced by DEFENDANT’s business
11 records.

12 15. State law provides that employees must be paid overtime and meal and rest
13 break premiums at one-and-one-half times their “regular rate of pay.” PLAINTIFF and the
14 AGGRIEVED EMPLOYEES are compensated at an hourly rate plus incentive pay that is
15 tied to specific elements of an employee’s performance.

16 16. The second component of PLAINTIFF’s and the AGGRIEVED
17 EMPLOYEES’ compensation is DEFENDANT’s non-discretionary incentive program that
18 paid PLAINTIFF and the AGGRIEVED EMPLOYEES incentive wages based on their
19 performance for DEFENDANT. The non-discretionary incentive program provided all
20 employees paid on an hourly basis with incentive compensation when the employees met the
21 various performance goals set by DEFENDANT. However, when calculating the regular
22 rate of pay in order to pay overtime and meal and rest break premiums to PLAINTIFF and
23 the AGGRIEVED EMPLOYEES, DEFENDANT failed to include the incentive
24 compensation as part of the employees’ “regular rate of pay” for purposes of calculating
25 overtime pay and meal and rest break premium pay. Management and supervisors described
26 the incentive program to potential and new employees as part of the compensation package.
27 As a matter of law, the incentive compensation received by PLAINTIFF and the
28 AGGRIEVED EMPLOYEES must be included in the “regular rate of pay.” The failure to

1 do so has resulted in a underpayment of overtime compensation and meal and rest break
2 premiums to PLAINTIFF and the AGGRIEVED EMPLOYEES by DEFENDANT in
3 violation of Labor Code sections 510, 512, and 1194.

4 17. As a result of their rigorous work schedules, PLAINTIFF and the
5 AGGRIEVED EMPLOYEES were from time to time unable to take thirty (30) minute off
6 duty meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFF
7 and the AGGRIEVED EMPLOYEES were required from time to time to perform work as
8 ordered by DEFENDANT for more than five (5) hours during some shifts without receiving
9 a meal break. Further, DEFENDANT from time to time failed to provide PLAINTIFF and
10 AGGRIEVED EMPLOYEES with a second off-duty meal period for some workdays in
11 which these employees were required by DEFENDANT to work ten (10) hours of work.
12 DEFENDANT also engaged in the practice of rounding the meal period times to avoid
13 paying penalties to PLAINTIFF and the AGGRIEVED EMPLOYEES. PLAINTIFF and the
14 AGGRIEVED EMPLOYEES therefore forfeit meal breaks without additional compensation
15 and in accordance with DEFENDANT's corporate policy and practice.

16 18. During the PAGA PERIOD, PLAINTIFF and the AGGRIEVED
17 EMPLOYEES were also required from time to time to work in excess of four (4) hours
18 without being provided ten (10) minute rest periods. Further, these employees were denied
19 their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2)
20 to four (4) hours from time to time, a first and second rest period of at least ten (10) minutes
21 for some shifts worked of between six (6) and eight (8) hours from time to time, and a first,
22 second and third rest period of at least ten (10) minutes for some shifts worked of ten (10)
23 hours or more from time to time. PLAINTIFF and the AGGRIEVED EMPLOYEES were
24 also not provided with one hour wages in lieu thereof. Additionally, the applicable
25 California Wage Order requires employers to provide employees with off-duty rest periods,
26 which the California Supreme Court defined as time during which an employee is relieved
27 from all work related duties and free from employer control. In so doing, the Court held that
28 the requirement under California law that employers authorize and permit all employees to

1 take rest period means that employers must relieve employees of all duties and relinquish
2 control over how employees spend their time which includes control over the locations
3 where employees may take their rest period. Employers cannot impose controls that prohibit
4 an employee from taking a brief walk - five minutes out, five minutes back. Here,
5 DEFENDANT's policy restricted PLAINTIFF and the AGGRIEVED EMPLOYEES from
6 unconstrained walks and is unlawful based on DEFENDANT's rule which states
7 PLAINTIFF and the AGGRIEVED EMPLOYEES cannot leave the work premises during
8 their rest period.

9 19. From time to time, DEFENDANT also failed to provide PLAINTIFF and the
10 AGGRIEVED EMPLOYEES with complete and accurate wage statements which failed to
11 show, among other things, the correct gross and net wages earned. Cal. Lab. Code § 226
12 provides that every employer shall furnish each of his or her employees with an accurate
13 itemized wage statement in writing showing, among other things, gross wages earned and all
14 applicable hourly rates in effect during the pay period and the corresponding amount of time
15 worked at each hourly rate. PLAINTIFF and the AGGRIEVED EMPLOYEES were paid on
16 an hourly basis. As such, the wage statements should reflect all applicable hourly rates
17 during the pay period and the total hours worked, and the applicable pay period in which the
18 wages were earned pursuant to California Labor Code Section 226(a). The wage statements
19 DEFENDANT provided to PLAINTIFF and the AGGRIEVED EMPLOYEES failed to
20 identify such information. More specifically, the wage statements failed to identify the
21 accurate total hours worked each pay period. When the hours shown on the wage statements
22 were added up, they did not equal the actual total hours worked during the pay period in
23 violation of Cal. Lab. Code 226(a)(2). Aside, from the violations listed above in this
24 paragraph, DEFENDANT failed to issue to PLAINTIFF an itemized wage statement that
25 lists all the requirements under California Labor Code 226. As a result, DEFENDANT from
26 time to time provided PLAINTIFF and the AGGRIEVED EMPLOYEES with wage
27 statements which violated Cal. Lab. Code § 226.

1 20. DEFENDANT underpaid sick pay wages to PLAINTIFF and the
2 AGGRIEVED EMPLOYEES by failing to pay such wages at the regular rate of pay in
3 violation of Cal. Lab. Code Section 246. Specifically, PLAINTIFF and other non-exempt
4 employees earn non-discretionary remuneration, including, but not limited to, incentives,
5 shift differential pay, and bonuses. Rather than pay sick pay at the regular rate of pay,
6 DEFENDANT underpays sick pay to PLAINTIFF and the AGGRIEVED EMPLOYEES at
7 their base rates of pay.

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

12 22. DEFENDANT violated Cal. Lab. Code Section 246 by failing to pay sick pay
13 at the regular rate of pay. PLAINTIFF and the AGGRIEVED EMPLOYEES routinely
14 earned non-discretionary incentive wages which increased their regular rate of pay.
15 However, when sick pay was paid, it was paid at the base rate of pay for PLAINTIFF and
16 the AGGRIEVED EMPLOYEES, as opposed to the correct, higher regular rate of pay, as
17 required under Cal. Lab. Code Section 246.

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

24 24. DEFENDANT intentionally and knowingly failed to reimburse and indemnify
25 PLAINTIFF and the AGGRIEVED EMPLOYEES for required business expenses incurred
26 by the PLAINTIFF and the AGGRIEVED EMPLOYEES in direct consequence of
27 discharging their duties on behalf of DEFENDANT. Under California Labor Code Section
28 2802, employers are required to indemnify employees for all expenses incurred in the course

1 and scope of their employment. Cal. Lab. Code § 2802 expressly states that "an employer
2 shall indemnify his or her employee for all necessary expenditures or losses incurred by the
3 employee in direct consequence of the discharge of his or her duties, or of his or her
4 obedience to the directions of the employer, even though unlawful, unless the employee, at
5 the time of obeying the directions, believed them to be unlawful."

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

17 26. The employment of PLAINTIFF and some AGGRIEVED EMPLOYEES has
18 terminated and DEFENDANT has not tendered payment of all wages owed as required by
19 law.

20 **JURISDICTION AND VENUE**

21 27. This Court has jurisdiction over this Action pursuant to California Code of
22 Civil Procedure, Section 410.10.

23 28. Venue is proper in this Court pursuant to California Code of Civil Procedure,
24 Sections 395 and 395.5, because PLAINTIFF worked in this County for DEFENDANT and
25 DEFENDANT (i) currently maintains and at all relevant times maintained offices and
26 facilities in this County and/or conducts substantial business in this County, and (ii)
27 committed the wrongful conduct herein alleged in this County against AGGRIEVED
28 EMPLOYEES.

1 **FIRST CAUSE OF ACTION**

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

3 **[Cal. Lab. Code §§ 2698]**

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

5 29. PLAINTIFF realleges and incorporates by this reference, as though fully set
6 forth herein, the prior paragraphs of this Complaint.

7 30. PAGA is a mechanism by which the State of California itself can enforce state
8 labor laws through the employee suing under the PAGA who do so as the proxy or agent of
9 the state's labor law enforcement agencies. An action to recover civil penalties under
10 PAGA is fundamentally a law enforcement action designed to protect the public and not to
11 benefit private parties. The purpose of the PAGA is not to recover damages or restitution,
12 but to create a means of "deputizing" citizens as private attorneys general to enforce the
13 Labor Code. In enacting PAGA, the California Legislature specified that "it was ... in the
14 public interest to allow aggrieved employees, acting as private attorneys general to recover
15 civil penalties for Labor Code violations ..." Stats. 2003, ch. 906, § 1. Accordingly, PAGA
16 claims cannot be subject to arbitration.

17 31. PLAINTIFF, and such persons that may be added from time to time who
18 satisfy the requirements and exhaust the administrative procedures under the Private
19 Attorney General Act, brings this Representative Action on behalf of the State of California
20 with respect to all individuals who are or previously were employed by Community
21 Veterinary Clinics, LLC and/or Petiq, LLC in California, including any employees staffed
22 with Community Veterinary Clinics, LLC and/or Petiq, LLC in by a third party, and
23 classified as non-exempt employees ("AGGRIEVED EMPLOYEES") during the time
24 period of March 26, 2025 until a date as determined by the Court (the "PAGA PERIOD").

25 33. On March 26, 2026, PLAINTIFF gave written notice by electronic mail to the
26 Labor and Workforce Development Agency (the "Agency") and by certified mail to the
27 employer of the specific provisions of this code alleged to have been violated as required by
28 Labor Code § 2699.3. See **Exhibit #1**, attached hereto and incorporated by this reference

1 herein. On April 20, 2026, PLAINTIFF gave amended written notice by electronic mail to
2 the Labor and Workforce Development Agency (the "Agency") and by certified mail to the
3 employer of the specific provisions of this code alleged to have been violated as required by
4 Labor Code § 2699.3. See **Exhibit #2**, attached hereto and incorporated by this reference
5 herein. The statutory waiting period for PLAINTIFF to add these allegations to the
6 Complaint has expired. As a result, pursuant to Section 2699.3, PLAINTIFF may now
7 commence a representative civil action under PAGA pursuant to Section 2699 as the proxy
8 of the State of California with respect to all AGGRIEVED EMPLOYEES as herein defined.

9 34. The policies, acts and practices heretofore described were and are an unlawful
10 business act or practice because DEFENDANT (a) failed to provide PLAINTIFF and the
11 AGGRIEVED EMPLOYEES accurate itemized wage statements, (b) failed to properly
12 record and provide legally required meal and rest periods, (c) failed to pay overtime wages
13 and sick pay wages, (d) failed to reimburse employees for required expenses, and (e) failed
14 to provide wages when due, all in violation of the applicable Labor Code sections listed in
15 Labor Code §§ 201, 202, 203, 226(a), 226(a)(2), 226.7, 246, 510, 512, 1194, 1198, 2802,
16 California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and the
17 applicable Wage Order(s), and thereby gives rise to civil penalties as a result of such
18 conduct.¹ PLAINTIFF hereby seeks recovery of only civil penalties as prescribed by the
19 Labor Code Private Attorney General Act of 2004 as the representative of the State of
20 California for the illegal conduct perpetrated on other AGGRIEVED EMPLOYEES.

21
22 **PRAYER FOR RELIEF**

23 WHEREFORE, PLAINTIFF prays for judgment against each Defendant, jointly and
24 severally, as follows:

- 25 1. On behalf of the State of California and with respect to other AGGRIEVED
26 EMPLOYEES:

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

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

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

Dated: August 7, 2026 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

By: /s/ Nicholas De Blouw
 Kyle R. Nordrehaug
 Nicholas J. De Blouw
Attorneys for Plaintiff

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EXHIBIT 1

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

**2255 CALLE CLARA
LA JOLLA, CALIFORNIA 92037**

Web Site: www.bamlawca.com

San Diego | San Francisco | Sacramento | Los Angeles | Riverside | Santa Clara | Orange | Chicago

Phone: (858) 551-1223

Fax: (858) 551-1232

**WRITERS E-MAIL:
nick@bamlawca.com**

**WRITERS EXT:
1004**

**March 26, 2026
CA3839**

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

**Labor and Workforce Development Agency
Online Filing**

**Community Veterinary Clinics, LLC
CT Corporation System
AMANDA GARCIA
330 N BRAND BLVD, Suite 700
GLENDALE, CA 91203
Certified #9589071052703709152992**

Re: Notice Of Violations Of California Labor Code §§ 201, 202, 203, 226(a), 226(a)(2), 226.7, 246, 510, 512, 1194, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), Violation of the applicable Industrial Welfare Commission Wage Order No. 4-2001 brought Pursuant To California Labor Code § 2699.5.

Dear Sir/Madam:

This letter serves as a written notice under California Labor Code Section 2699.3 on behalf of Amanda Diamond (“Plaintiff”) and all other Aggrieved Employees of Community Veterinary Clinics, LLC and/or PetIQ, LLC (“Defendants”). “Aggrieved Employees” refers to all individuals who are or previously were employed by Community Veterinary Clinics, LLC and/or PetIQ, LLC in California, including any employees staffed with Community Veterinary Clinics, LLC and/or PetIQ, LLC by a third party, and classified as non-exempt employees during the time period of March 25, 2025 until a date as determined by the Court (“PAGA Period”).

Our offices represent Plaintiff and other Aggrieved Employees in a lawsuit against Defendants. Plaintiff was employed by Defendants in California from approximately September 2024 through November 2025 as a veterinary clinic assistant. Plaintiff was at all relevant times a non-exempt employee paid on an hourly basis and entitled to meal and rest periods, accurate wage statements, reimbursement of business expenses, and proper payment of all wages, including overtime wages calculated at the correct regular rate.

From time to time during the PAGA Period, Defendants failed to reimburse Plaintiff and other aggrieved employees for necessary business expenses incurred in the

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San Diego | San Francisco | Sacramento | Los Angeles | Riverside | Santa Clara | Orange | Chicago

Phone: (858) 551-1223

Fax: (858) 551-1232

course of their duties in violation of Labor Code section 2802. Plaintiff was required to use her personal cellular phone for work-related purposes, including clocking in and out, communicating with management, documenting clinic operations, and contacting clients. Defendants sometimes failed to provide a stipend to cover the reasonable costs associated with required business use.

During the PAGA Period, Defendants also sometimes failed to provide compliant meal and rest periods in violation of Labor Code sections 226.7, 512, and 1198, as well as the applicable Industrial Welfare Commission Wage Order. Due to the nature of Plaintiff's duties operating mobile veterinary clinics, assisting customers, and managing clinic flow across multiple locations, Plaintiff sometimes took meal periods after the fifth hour of work, sometimes missed second meal periods during longer shifts, and sometimes did not receive all legally compliant rest periods. From time to time, Plaintiff remained on or near Defendants' work vehicle during meal periods or otherwise remained subject to Defendants' control. On some occasions, employees were instructed to indicate that meal periods were compliant regardless of whether they were taken on time. Defendant failed to pay Plaintiff any rest break violations and only paid Plaintiff for a minor fraction of her meal break violations.

Further, during the PAGA Period, Defendants occasionally failed to properly calculate the regular rate of pay in violation of Labor Code sections 510, 512, and 1194. Plaintiff's wage statements reflect that she received non-discretionary compensation, including but not limited to "Rig Bonus," "Bonus-Other," "Gift Card" and other incentive-based payments, as well as additional forms of compensation such as shift-based incentive pay. These forms of compensation were earned in the same pay periods in which Plaintiff also earned overtime wages and/or meal period premiums. From time to time, Defendants failed to include such non-discretionary compensation in the regular rate of pay, resulting in underpayment of overtime wages and meal and rest period premiums.

Additionally, Defendants sometimes failed to provide accurate itemized wage statements in violation of Labor Code section 226(a). Because Defendants occasionally did not properly include all non-discretionary compensation in the regular rate, wage statements did not accurately reflect all applicable hourly rates and wages earned. Further, from time to time, wage statements failed to accurately reflect total hours worked and all applicable rates associated with those hours in violation of Labor Code section 226(a)(2).

Defendants also violated Labor Code section 246 by failing to calculate paid sick leave, when provided, at the correct regular rate of pay, as non-discretionary

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Fax: (858) 551-1232

compensation was not properly included in the rate used for such calculations during certain pay periods.

Upon separation of employment, Defendants failed to pay Plaintiff all wages earned and due, including overtime wages and premium wages calculated at the correct regular rate, in violation of Labor Code sections 201 and 202. To the extent such wages were not timely paid upon separation, Defendants are liable for waiting time penalties pursuant to Labor Code section 203.

As described herein, Defendants' conduct violated Labor Code sections 201, 202, 203, 226(a), 226(a)(2), 226.7, 246, 510, 512, 1194, 1198, and 2802, as well as the applicable Industrial Welfare Commission Wage Order, and is actionable pursuant to Labor Code section 2699.

This notice is provided to enable Plaintiff to proceed with a Complaint against Defendants as authorized by California Labor Code §2699. The lawsuit will consist of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims and procure civil penalties as provided by the Private Attorneys General Act of 2004 on behalf of Plaintiff and all Aggrieved Employees.

If you have any questions or concerns, please do not hesitate to contact me at the above number and email address.

Respectfully,

/s/ Nicholas De Blouw

Nicholas De Blouw, Esq.

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March 26, 2026
CA3839

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency Online Filing	PetIQ, LLC CT Corporation System AMANDA GARCIA 330 N BRAND BLVD, Suite 700 GLENDALE, CA 91203 Certified #9589071052703709153005
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Re: Notice Of Violations Of California Labor Code §§ 201, 202, 203, 226(a), 226(a)(2), 226.7, 246, 510, 512, 1194, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), Violation of the applicable Industrial Welfare Commission Wage Order No. 4-2001 brought Pursuant To California Labor Code § 2699.5.

Dear Sir/Madam:

This letter serves as a written notice under California Labor Code Section 2699.3 on behalf of Amanda Diamond ("Plaintiff") and all other Aggrieved Employees of Community Veterinary Clinics, LLC and/or PetIQ, LLC ("Defendants"). "Aggrieved Employees" refers to all individuals who are or previously were employed by Community Veterinary Clinics, LLC and/or PetIQ, LLC in California, including any employees staffed with Community Veterinary Clinics, LLC and/or PetIQ, LLC by a third party, and classified as non-exempt employees during the time period of March 26, 2025 until a date as determined by the Court ("PAGA Period").

Our offices represent Plaintiff and other Aggrieved Employees in a lawsuit against Defendants. Plaintiff was employed by Defendants in California from approximately September 2024 through November 2025 as a veterinary clinic assistant. Plaintiff was at all relevant times a non-exempt employee paid on an hourly basis and entitled to meal and rest periods, accurate wage statements, reimbursement of business expenses, and proper payment of all wages, including overtime wages calculated at the correct regular rate.

From time to time during the PAGA Period, Defendants failed to reimburse Plaintiff and other aggrieved employees for necessary business expenses incurred in the

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

2255 CALLE CLARA

LA JOLLA, CALIFORNIA 92037

Web Site: www.bamlawca.com

San Diego | San Francisco | Sacramento | Los Angeles | Riverside | Santa Clara | Orange | Chicago

Phone: (858) 551-1223

Fax: (858) 551-1232

course of their duties in violation of Labor Code section 2802. Plaintiff was required to use her personal cellular phone for work-related purposes, including clocking in and out, communicating with management, documenting clinic operations, and contacting clients. Defendants sometimes failed to provide a stipend to cover the reasonable costs associated with this required business use.

During the PAGA Period, Defendants also sometimes failed to provide compliant meal and rest periods in violation of Labor Code sections 226.7, 512, and 1198, as well as the applicable Industrial Welfare Commission Wage Order. Because of the nature of Plaintiff's duties operating mobile veterinary clinics, assisting customers, and managing clinic flow across multiple locations, Plaintiff sometimes took meal periods after the fifth hour of work, sometimes missed second meal periods during longer shifts, and sometimes did not receive all legally compliant rest periods. Plaintiff was dealing with pets in sometimes emergency situations which required immediate assistance and meant there was not ample times for breaks. From time to time, Plaintiff remained on or near Defendants' work vehicle during meal periods or otherwise remained subject to Defendants' control. On some occasions, employees were instructed to indicate that meal periods were compliant regardless of whether they were taken on time. Defendant failed to pay Plaintiff any rest break violations and only paid Plaintiff for a minor fraction of her meal break violations.

Further, during the PAGA Period, Defendants occasionally failed to properly calculate the regular rate of pay in violation of Labor Code sections 510, 512, and 1194. Plaintiff's wage statements reflect that she received non-discretionary compensation, including but not limited to "Rig Bonus," "Bonus-Other," "Gift Card" and other incentive-based payments, as well as additional forms of compensation such as shift-based incentive pay. These forms of compensation were earned in the same pay periods in which Plaintiff also earned overtime wages and/or meal period premiums. From time to time, Defendants failed to include such non-discretionary compensation in the regular rate of pay, resulting in underpayment of overtime wages and meal and rest period premiums.

Additionally, Defendants sometimes failed to provide accurate itemized wage statements in violation of Labor Code section 226(a). Because Defendants occasionally did not properly include all non-discretionary compensation in the regular rate, wage statements did not accurately reflect all applicable hourly rates and wages earned. Further, from time to time, wage statements failed to accurately reflect total hours worked and all applicable rates associated with those hours in violation of Labor Code section 226(a)(2).

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2255 CALLE CLARA

LA JOLLA, CALIFORNIA 92037

Web Site: www.bamlawca.com

San Diego | San Francisco | Sacramento | Los Angeles | Riverside | Santa Clara | Orange | Chicago

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Fax: (858) 551-1232

Defendants also violated Labor Code section 246 by failing to calculate paid sick leave, when provided, at the correct regular rate of pay, as non-discretionary compensation was not properly included in the rate used for such calculations during certain pay periods.

Upon separation of employment, Defendants failed to pay Plaintiff all wages earned and due, including overtime wages and premium wages calculated at the correct regular rate, in violation of Labor Code sections 201 and 202. To the extent such wages were not timely paid upon separation, Defendants are liable for waiting time penalties pursuant to Labor Code section 203.

As described herein, Defendants' conduct violated Labor Code sections 201, 202, 203, 226(a), 226(a)(2), 226.7, 246, 510, 512, 1194, 1198, and 2802, as well as the applicable Industrial Welfare Commission Wage Order, and is actionable pursuant to Labor Code section 2699.

This notice is provided to enable Plaintiff to proceed with a Complaint against Defendants as authorized by California Labor Code §2699. The lawsuit will consist of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims and procure civil penalties as provided by the Private Attorneys General Act of 2004 on behalf of Plaintiff and all Aggrieved Employees.

If you have any questions or concerns, please do not hesitate to contact me at the above number and email address.

Respectfully,

/s/ Nicholas De Blouw

Nicholas De Blouw, Esq.

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EXHIBIT 2

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2255 CALLE CLARA

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Web Site: www.bamlawca.com

San Diego | San Francisco | Sacramento | Los Angeles | Riverside | Santa Clara | Orange | Chicago

Phone: (858) 551-1223

Fax: (858) 551-1232

WRITERS E-MAIL:

nick@bamlawca.com

WRITERS EXT:

1004

April 20, 2026

CA3839

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

PetIQ, LLC
CT Corporation System
10020 W Fairview Ave Ste 104
BOISE, ID 83704
Certified #9589071052704052147352

Re: AMENDED NOTICE FOR LWDA CASE NO. LWDA-CM-1166630-26

Amended Notice Of Violations Of California Labor Code §§ 201, 202, 203, 226(a), 226(a)(2), 226.7, 246, 510, 512, 1194, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), Violation of the applicable Industrial Welfare Commission Wage Order No. 4-2001 brought Pursuant To California Labor Code § 2699.5.

Dear Sir/Madam:

Our offices represent Plaintiff Amanda Diamond (“Plaintiff”) and other Aggrieved Employees in a lawsuit against Defendants Community Veterinary Clinics, LLC and/or PetIQ, LLC (“Defendants”). Plaintiff originally sent each Defendant a PAGA Notice on March 27, 2026, which gave notice to the LWDA and Defendants to enable Plaintiff to proceed with the Complaint against Defendants as authorized by California Labor Code section 2699, *et. seq.*

With respect to Defendant PetIQ, LLC, Plaintiff inadvertently mailed the original PAGA Notice to an incorrect address. The only purpose of this Amended Notice is to serve Defendant PetIQ, LLC at the correct address of its registered agent (CT Corporation System). The original PAGA Notice as to Defendant Community Veterinary Clinics, LLC was served at the correct address. The original PAGA Notice as to PetIQ, LLC is attached hereto as **Exhibit #1.**

“Aggrieved Employees” refers to all individuals who are or previously were employed by Community Veterinary Clinics, LLC and/or PetIQ, LLC in California, including any employees staffed with Community Veterinary Clinics, LLC and/or PetIQ, LLC by a third party, and classified as non-exempt employees during the time period of March 26, 2025 until a date as determined by the Court (“PAGA Period”).

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San Diego | San Francisco | Sacramento | Los Angeles | Riverside | Santa Clara | Orange | Chicago

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Our offices represent Plaintiff and other Aggrieved Employees in a lawsuit against Defendants. Plaintiff was employed by Defendants in California from approximately September 2024 through November 2025 as a veterinary clinic assistant. Plaintiff was at all relevant times a non-exempt employee paid on an hourly basis and entitled to meal and rest periods, accurate wage statements, reimbursement of business expenses, and proper payment of all wages, including overtime wages calculated at the correct regular rate.

From time to time during the PAGA Period, Defendants failed to reimburse Plaintiff and other aggrieved employees for necessary business expenses incurred in the course of their duties in violation of Labor Code section 2802. Plaintiff was required to use her personal cellular phone for work-related purposes, including clocking in and out, communicating with management, documenting clinic operations, and contacting clients. Defendants sometimes failed to provide a stipend to cover the reasonable costs associated with this required business use.

During the PAGA Period, Defendants also sometimes failed to provide compliant meal and rest periods in violation of Labor Code sections 226.7, 512, and 1198, as well as the applicable Industrial Welfare Commission Wage Order. Because of the nature of Plaintiff's duties operating mobile veterinary clinics, assisting customers, and managing clinic flow across multiple locations, Plaintiff sometimes took meal periods after the fifth hour of work, sometimes missed second meal periods during longer shifts, and sometimes did not receive all legally compliant rest periods. Plaintiff was dealing with pets in sometimes emergency situations which required immediate assistance and meant there was not ample times for breaks. From time to time, Plaintiff remained on or near Defendants' work vehicle during meal periods or otherwise remained subject to Defendants' control. On some occasions, employees were instructed to indicate that meal periods were compliant regardless of whether they were taken on time. Defendants failed to pay Plaintiff any rest break violations and only paid Plaintiff for a minor fraction of her meal break violations.

Further, during the PAGA Period, Defendants occasionally failed to properly calculate the regular rate of pay in violation of Labor Code sections 510, 512, and 1194. Plaintiff's wage statements reflect that she received non-discretionary compensation, including but not limited to "Rig Bonus," "Bonus-Other," "Gift Card" and other incentive-based payments, as well as additional forms of compensation such as shift-based incentive pay. These forms of compensation were earned in the same pay periods in which Plaintiff also earned overtime wages and/or meal period premiums. From time to time, Defendants failed to include such non-discretionary

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compensation in the regular rate of pay, resulting in underpayment of overtime wages and meal and rest period premiums.

Additionally, Defendants sometimes failed to provide accurate itemized wage statements in violation of Labor Code section 226(a). Because Defendants occasionally did not properly include all non-discretionary compensation in the regular rate, wage statements did not accurately reflect all applicable hourly rates and wages earned. Further, from time to time, wage statements failed to accurately reflect total hours worked and all applicable rates associated with those hours in violation of Labor Code section 226(a)(2).

Defendants also violated Labor Code section 246 by failing to calculate paid sick leave, when provided, at the correct regular rate of pay, as non-discretionary compensation was not properly included in the rate used for such calculations during certain pay periods.

Upon separation of employment, Defendants failed to pay Plaintiff all wages earned and due, including overtime wages and premium wages calculated at the correct regular rate, in violation of Labor Code sections 201 and 202. To the extent such wages were not timely paid upon separation, Defendants are liable for waiting time penalties pursuant to Labor Code section 203.

As described herein, Defendants' conduct violated Labor Code sections 201, 202, 203, 226(a), 226(a)(2), 226.7, 246, 510, 512, 1194, 1198, and 2802, as well as the applicable Industrial Welfare Commission Wage Order, and is actionable pursuant to Labor Code section 2699.

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If you have any questions or concerns, please do not hesitate to contact me at the above number and email address.

Respectfully,

/s/ Nicholas De Blouw

Nicholas De Blouw, Esq.

EXHIBIT 1

From time to time during the PAGA Period, Defendants failed to reimburse Plaintiff and other aggrieved employees for necessary business expenses incurred in the course of their duties in violation of Labor Code section 2802. Plaintiff was required to

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2255 CALLE CLARA

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Web Site: www.bamlawca.com

San Diego | San Francisco | Sacramento | Los Angeles | Riverside | Santa Clara | Orange | Chicago

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use her personal cellular phone for work-related purposes, including clocking in and out, communicating with management, documenting clinic operations, and contacting clients. Defendants sometimes failed to provide a stipend to cover the reasonable costs associated with this required business use.

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Further, during the PAGA Period, Defendants occasionally failed to properly calculate the regular rate of pay in violation of Labor Code sections 510, 512, and 1194. Plaintiff's wage statements reflect that she received non-discretionary compensation, including but not limited to "Rig Bonus," "Bonus-Other," "Gift Card" and other incentive-based payments, as well as additional forms of compensation such as shift-based incentive pay. These forms of compensation were earned in the same pay periods in which Plaintiff also earned overtime wages and/or meal period premiums. From time to time, Defendants failed to include such non-discretionary compensation in the regular rate of pay, resulting in underpayment of overtime wages and meal and rest period premiums.

Additionally, Defendants sometimes failed to provide accurate itemized wage statements in violation of Labor Code section 226(a). Because Defendants occasionally did not properly include all non-discretionary compensation in the regular rate, wage statements did not accurately reflect all applicable hourly rates and wages earned. Further, from time to time, wage statements failed to accurately reflect total hours worked and all applicable rates associated with those hours in violation of Labor Code section 226(a)(2).

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If you have any questions or concerns, please do not hesitate to contact me at the above number and email address.

Respectfully,

/s/ Nicholas De Blouw

Nicholas De Blouw, Esq.