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individually, and on behalf of all similarly aggrieved employees
and the putative class

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

JASMINE HOLMAN, individually, and on
behalf of all similarly aggrieved employees and
the putative class,

Plaintiff,

vs.

PETSMART LLC, a Delaware Limited Liability
Company; and DOES 1 through 25, inclusive,

Defendants.

ELECTRONICALLY FILED
Superior Court of California,
County of Placer
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Case No.: S-CV-0051680

**FIRST AMENDED CLASS &
REPRESENTATIVE ACTION
COMPLAINT:**

- (1) Violation of Cal. Labor Code §§ 1194, 1197, 1197.1, 206, 206.5, 221, 223, 224, 1199, 1199.5 (Unpaid Wages)
- (2) Violation of Cal. Labor Code §§ 510 223, 246, 1194 and 1198 (Unpaid Overtime and Secret Payment of Lower Wages than Designated by Statute)
- (3) Violation of Cal. Labor Code §§ 226.7 and 512 (Failure to Provide Compliant Meal Periods and Unpaid Meal Period Premiums)
- (4) Violation of Cal. Labor Code § 226.7 (Failure to Provide Compliant Rest Periods and Unpaid Rest Period Premiums)
- (5) Violation of Cal. Labor Code §§ 204, 208, 210, 212 and 213 (Wages Not Timely Paid During Employment)
- (6) Violation of Cal. Labor Code § 226 (Failure to Provide Accurate Wage Statements)

- 1 (7) Violation of Cal. Labor Code §§ 201,
2 202, 203, and 227.3 (Untimely Final
3 Wages and Failure to Pay Accrued
4 Vacation)
5 (8) Violation of Cal. Labor Code §§ 2800
6 and 2802 (Failure to Reimburse
7 Necessary Business Expenses)
8 (9) Violation of Cal. Labor Code §§ 1030,
9 1031, and 1033 (Failure to Provide
10 Lactation Breaks)
11 (10) Violation of Cal. Labor Code §§
12 6401.7 and 6401.9 (Failure to Comply
13 with a Workplace Violence
14 Prevention Plan)
15 (11) Violation of Cal. Labor Code §§ 246,
16 246.5, 247, 247.5, and 248.5 (Failure
17 to Provide and Pay Paid Sick Leave)
18 (12) Violation of Cal. Labor Code §§ 233
19 and 234 (Failure to Provide Kin
20 Care; Unlawful Attendance Policies)
21 (13) Violation of Cal. Labor Code §§ 551
22 and 552 (Failure to Provide a Day of
23 Rest)
24 (14) Violation of Cal. Labor Code §§ 98.6,
25 1102.5, 232, 6310, and 6311
26 (Retaliation)
27 (15) Violation of Labor Code § 1198
28 (Failure to Provide Suitable Seating)
(16) Violation of Cal. Business &
Professions Code §§ 17200, *et seq.*
(Unfair and Unlawful Business
Practices)
(17) Violation of Cal. Labor Code §§ 2698,
et seq. (Private Attorneys General Act)

DEMAND FOR JURY TRIAL

COMES NOW, Plaintiff JASMINE HOLMAN (“Plaintiff”), individually and on behalf of all members of the general public similarly situated and aggrieved employees pursuant to the California Private Attorneys General Act (“PAGA”), and alleges as follows against Defendants PETSMART LLC, and DOES 1 through 25, inclusive (collectively, “Defendants”):

INTRODUCTION

1. This action seeks relief against Defendants for their knowingly wrongful conduct with respect to current and former employees. Plaintiff alleges causes of action against Defendants for: (1) failure to pay wages at the statutorily required rate(s), including but not limited to overtime wages, minimum wages, meal break premium wages, and rest break period premium wages; (2) failing to pay overtime compensation and secretly paying wages below the statutorily designated rate; (3) failing to provide compliant meal periods and failing to pay all meal-period premiums due; (4) failing to authorize and permit compliant rest periods and failing to pay rest-period premiums; (5) failing to timely pay wages during employment using lawful payment methods; (6) failing to provide complete and accurate wage statements; (7) failing to timely pay all final wages upon separation of employment and failing to pay accrued vacation; (8) failing to reimburse employees for necessary business-related expenses; (9) failing to provide required lactation accommodations and breaks; (10) failing to establish, implement, and maintain an Injury and Illness Prevention Plan and Workplace Violence Prevention Plan; (11) failing to authorize, permit use of, or properly pay paid sick leave; (12) maintaining unlawful attendance and disciplinary policies and failing to permit kin-care leave; (13) failing to provide a weekly day of rest; (14) retaliating against employees for engaging in protected conduct; (15) failure to provide suitable seating; (16) unfair business practices based on the foregoing; (17) civil penalties under the California Private Attorneys General Act (“PAGA”) and claims for violations of the California Code of Regulations and the Industrial Welfare Commission (“IWC”) Wage Orders.

2. Additionally, this is an enforcement action under PAGA to recover civil penalties on behalf of Plaintiff, the State of California, and all individuals who worked for Defendants in the State of California as hourly-paid and/or non-exempt employees at any time during the period from September 1, 2022 to final judgment (“Aggrieved Employees”). As a result, Defendants violated

1 among other things, California Labor Code sections 98.6, 201, 202, 203, 204, 206, 206.5, 2.8, 210,
2 212, 213, 218, 218.5, 218.6, 221, 223, 224, 226, 226.3, 226.7, 227.3, 232, 233, 234, 246, 246.5, 247,
3 247.5, 248.5, 432.5, 510, 512, 551, 552, 558, 558.1, 1030, 1033, 1102.5, 1174, 1174.5, 1175, 1194,
4 1197, 1197.1, 1198, 1198.5, 1199, 1199.5, 2698 *et seq.*, 2751, 2800, 2802, 2810.5, 3396, 6310, 6311,
5 6399.7, 6400, 6401, 6401.7, 6401.9, 6402, and 6403, California Code of Regulations and the
6 applicable IWC Wage Orders. Through this action, Plaintiff seeks to recover all available remedies
7 under PAGA, including, but not limited to, civil penalties and attorney's fees and costs.

8 3. The systematic policies, practices, and customs of Defendants violated and continue to
9 violate California law, and have injured Plaintiff and other similarly aggrieved employees and putative
10 class members.

11 **JURISDICTION AND VENUE**

12 4. This action is brought pursuant to California Code of Civil Procedure section 382 and
13 California Labor Code sections 2698, *et seq.*

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

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

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

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

County of Placer. The majority of the acts, events, and violations alleged herein relating to Plaintiff occurred throughout the state of California, including in the County of Placer.

THE PARTIES

9. At all times herein mentioned, Plaintiff JASMINE HOLMAN is and was an individual residing in Yuba County in the State of California.

10. At all times herein mentioned, Defendant PETSMART LLC is and was, an employer who does business in California, with locations throughout the State of California, and whose employees are engaged throughout Placer County and the State of California, including at 5450 Crossings Drive, Rocklin, CA 95677, 865 Colusa Ave., Yuba City, CA, and 10363 Fairway Dr., Roseville, CA 95678.

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

12. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts and omissions alleged herein were performed by, or are attributable to PETSMART LLC and/or DOES 1 through 25, each acting as the agent, employee, alter ego, and/or joint venturer of, or working in concert with, each of the other co-Defendants and within the course and scope of such agency, employment, joint venture, or concerted activity with legal authority to act on the others' behalf. The acts of any and all Defendants represent and were in accordance with Defendants' official policies.

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

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

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

1 class members.

2 16. Defendants directly hired and paid wages and benefits to Plaintiff and the other class
3 members.

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

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

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

13 **GENERAL ALLEGATIONS**

14 20. Plaintiff worked for Defendants from approximately May 2019 through approximately
15 July 2023 as a pet stylist, pet groomer, salon leader, and later as a salon manager. Defendants jointly
16 and severally employed Plaintiff at their location in Rocklin, California, Yuba City, California, and
17 Roseville, California. Plaintiff performed various duties for Defendants including, among other things,
18 grooming cats and dogs, checking in clients, and answering phone calls in the salon area.

19 21. Plaintiff is informed and believes, and thereon alleges, that Defendants engaged in a
20 pattern and practice of wage abuse against their hourly-paid and/or non-exempt employees. As set
21 forth in more detail below, this pattern and practice of wage abuse involved, *inter alia*, requiring
22 Plaintiff and the class members to work off-the-clock without compensation, failing to properly pay
23 overtime wages and minimum wages for all hours worked, failing to comply with California paid sick
24 leave, failing to provide all meal and rest breaks to which they were entitled and failing to properly
25 pay meal and rest break premiums when due, failing to timely pay wages during employment and
26 upon termination of employment, failing to provide accurate wage statements, failing to reimburse
27 necessary business-related expenses, failing to comply with kin care and related attendance
28 protections, making unlawful deductions from wages, failing to provide required commission or

incentive compensation agreements, failing to provide suitable seating, failing to provide required lactation accommodations, failing to provide required personnel records and written notices at hire, failing to comply with day-of-rest requirements, failing to provide a safe and healthful workplace including compliance with workplace-violence and indoor heat-illness prevention requirements, failing to post or provide required Cal/OSHA safety information, and retaliating or taking adverse action against employees for exercising rights protected by the Labor Code, including rights relating to wages, workplace safety, protected disclosures, and refusal to perform unsafe work, and failing to adhere to other related protections afforded by the California Code of Regulations and the applicable Industrial Welfare Commission Wage Orders.

22. Defendants knew or should have known that they had a duty to compensate Plaintiff and the class pursuant to California law. Defendants had the financial ability to pay such compensation, but willfully, knowingly, and intentionally failed to do so to increase Defendants' profits.

CLASS ACTION ALLEGATIONS

23. Plaintiff brings this lawsuit as a class action on behalf of Plaintiff and all others similarly situated, as members of a proposed class pursuant to California Code of Civil Procedure section 382. The class satisfies the numerosity, commonality, typicality, adequacy, predominance, and superiority requirements under California Code of Civil Procedure section 382.

24. The proposed "Class" or "Class Members" is defined as follows:

All current and former hourly-paid and/or non-exempt employees who worked for Defendants in the State of California at any time during the period from four years prior to the date of the filing of the original Complaint until final judgment.

25. The proposed "Former Employee Sub-class" is defined as follows:

All Class Members whose employment with Defendants ended at any point in time during the period from four years prior to the date of the filing of the original Complaint until final judgment.

26. Plaintiff reserves the right to establish additional subclasses as appropriate.

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

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

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

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

- x. Whether Defendants failed to comply with wage reporting as required by the California Labor Code; including, *inter alia*, section 226;
- xi. Whether Defendants failed to reimburse for necessary business-related expenses and costs;
- xii. Whether Defendants failed to provide lactation breaks;
- xiii. Whether Defendants failed to establish, implement, and maintain a workplace violence and injury prevention program;
- xiv. Whether Defendants failed to comply with California paid sick leave requirements, including accrual, use, posting, notice, and rate-of-pay obligations;
- xv. Whether Defendants maintained or enforced unlawful attendance or kin-care policies;
- xvi. Whether Defendants made unlawful deductions from wages or failed to comply with statutory requirements governing authorized deductions;
- xvii. Whether Defendants failed to provide required commission compensation agreements;
- xviii. Whether Defendants failed to provide personnel records or required written notices at hire;
- xix. Whether Defendants failed to provide at least one day's rest in seven;
- xx. Whether Defendants failed to provide a safe and healthful workplace, including failing to comply with Cal/OSHA standards, heat-illness prevention requirements, and required safety postings;
- xxi. Whether Defendants retaliated or took adverse action for engaging in conduct protected by the Labor Code, including wage-related rights, wage-disclosure rights, workplace-safety complaints, protected disclosures, and refusal to perform unsafe work;
- xxii. Whether Defendants failed to provide suitable seating;
- xxiii. Whether Defendants' conduct was willful or reckless;
- xxiv. Whether Defendants engaged in unfair business practices in violation of California Business & Professions Code section 17200, *et seq.*;
- xxv. The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendants' violation of California law; and

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

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

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

PAGA ALLEGATIONS

33. At all times set forth herein, PAGA applied to Plaintiff's employment by Defendants.

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

1 35. Pursuant to PAGA, a civil action may be brought by an “aggrieved employee,” who is
2 any person employed by the alleged violator and against whom one or more of the alleged violations
3 was committed.

4 36. Plaintiff and the other employees are “Aggrieved Employees” as defined by California
5 Labor Code section 2699(c) because they are current or former employees of Defendants against
6 whom one of more of the alleged violations were committed.

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

10 a. The Aggrieved Employee shall give written notice by certified mail (hereinafter
11 “Employee’s Notice”) to the LWDA and the employer of the specific provisions of the
12 California Labor Code alleged to have been violated, including the facts and theories
13 to support the alleged violations.

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

22 38. On September 1, 2023, Plaintiff provided notice by electronic submission to the LWDA
23 and by certified mail to Defendants regarding the specific provisions of the California Labor Code
24 alleged to have been violated, including the facts and theories to support the alleged violations,
25 pursuant to California Labor Code section 2699.3. A true and correct copy of the September 1, 2023
26 Employee’s Notice is attached hereto as **Exhibit A**.

27 39. On February 5, 2026, Plaintiff provided an amended notice by electronic submission
28 to the LWDA and by certified mail to Defendants regarding the specific provisions of the California

1 Labor Code alleged to have been violated, including the facts and theories to support the alleged
2 violations, pursuant to California Labor Code section 2699.3. A true and correct copy of the February
3 5, 2026 amended Employee's Notice is attached hereto as **Exhibit B**.

4 40. The facts, theories and violations alleged in **Exhibits A and B** are expressly
5 incorporated in this First Amended Complaint as if fully set forth herein.

6 41. Plaintiff did not receive an LWDA Response within sixty-five (65) calendar days of
7 providing either of the Employee's Notices.

8 42. Therefore, the administrative prerequisites under California Labor Code section
9 2699.3(a) to recover civil penalties against Defendants, in addition to other remedies for violations of
10 California Labor Code sections 98.6, 201, 202, 203, 204, 206, 206.5, 208, 210, 212, 213, 218, 218.5,
11 218.6, 221, 223, 224, 226(a), 226.3, 226.7, 232, 233, 234, 246, 246.5, 247, 247.5, 248.5, 432.5, 510,
12 512(a), 551, 552, 558, 558.1, 1030, 1033, 1102.5, 1174(d), 1174.5, 1175, 1194, 1197, 1197.1, 1198,
13 1198.5, 1199, 1199.5, 2698 *et seq.*, 2751, 2800, 2802, 2810.5, 6310, 6311, 6399.7, 6400, 6401, 6401.7,
14 6401.9, 6402, and 6403, California Code of Regulations and applicable IWC Wage Orders has been
15 satisfied.

16 **FIRST CAUSE OF ACTION**

17 **VIOLATION OF CAL. LABOR CODE §§ 1194, 1197, AND 1197.1, 206, 206.5, 221, 223, 224,**
18 **1199, 1199.5**

19 **Unpaid Wages**

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

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

23 44. California Labor Code sections 1194, 1197, and 1197.1 provide that the minimum wage
24 for employees fixed by the Industrial Welfare Commission is the minimum wage to be paid to
25 employees, and the payment of a wage less than the minimum so fixed is unlawful. Plaintiff and the
26 other class members were frequently suffered or permitted to work "off-the-clock", such that they
27 were not paid minimum wage for all hours worked.

28 45. Such "off-the-clock" work that Plaintiff and class members were suffered and/or

permitted to work, and for which Plaintiff and class members did not receive minimum wage include *inter alia*:

- a. suffering or permitting Plaintiff and class members to perform work for the benefit of Defendants prior to clocking-in for their shift(s) including *inter alia*: opening the store, booting up the computers, turning on the lights, answering phone calls, and checking-in early-arriving customers.
- b. suffering or permitting Plaintiff and class members to perform work for the benefit of Defendants after clocking-out from their shift(s) including *inter alia*; walking close-of-day reports to the supervisor.
- c. suffering or permitting Plaintiff and class members to perform work for the benefit of Defendants while “off-the-clock” during meal periods, including performing usual job duties of grooming cats and dogs, as well as answering phone calls.
- d. deducting 30 minutes from Plaintiff and class members’ time for a meal period even though they were required to continue working, and directing Plaintiff and class members to log a 30-minute break before the fifth hour worked even though Claimant and other Aggrieved Employees were required to continue working.
- e. contacting Plaintiff and class members via email, text and/or phone calls outside of work hours to discuss work matters.

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

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

48. Defendants further utilized time rounding practices that resulted in the systematic underpayment of wages, including minimum wages, straight time wages, overtime wages, meal period and rest break premiums and paid sick leave to Plaintiff and class members.

49. Defendants also failed to accurately record the actual time worked by Plaintiff and class members and regularly altered time and pay records to reduce or eliminate time worked, including overtime, meal periods and rest breaks, and penalties for missed or non-compliant meal periods and rest periods. As a result, Defendants failed to pay Plaintiff and class members for all hours worked.

50. California Labor Code section 223 provides that, where any statute or contract requires an employer to maintain the designated wage scale, it shall be unlawful to secretly pay a lower wage while purporting to pay the wage designated by statute or contract.

51. Defendants also failed to pay overtime to Plaintiff and class members for all overtime hours worked based on regular rates of pay correctly calculated to include all applicable remuneration, including, for example, non-discretionary commissions, non-discretionary bonuses, and non-discretionary performance pay.

52. Defendants also failed to pay reporting time pay as required by IWC Wage Order section 5.

53. California Labor Code section 221 provides that it is unlawful for any employer to collect or receive from an employee any part of wages previously paid to the employee.

54. California Labor Code section 224 permits only those wage deductions that are expressly authorized by law or by a valid written authorization from the employee.

55. California Labor Code section 206 requires employers to pay all undisputed wages promptly when due, even if part of a wage claim is disputed. Defendants violated section 206 by failing to pay Plaintiff and class members undisputed earned wages.

56. California Labor Code section 206.5 prohibits employers from requiring an employee to execute a release of wage claims as a condition of receiving wages due. To the extent Defendants conditioned payment of wages on any waiver or release, such conduct violated section 206.5.

57. Defendants' failure to pay Plaintiff and the other class members wages required violates California Labor Code sections 221, 223, 224, 1194, 1197, and 1197.1. Pursuant to those sections, Plaintiff and the other class members are entitled to recover the unpaid balance of their minimum wage compensation, as well as interest, costs, and attorney's fees.

58. Defendants' failure to comply with minimum wage laws further constitutes violations

1 of California Labor Code sections 1199 and 1199.5, which establish penalties for noncompliance with
2 minimum wage requirements.

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

6 **SECOND CAUSE OF ACTION**

7 **VIOLATION OF CAL. LABOR CODE §§ 510, 223, 246, 1194 AND 1198**

8 **Unpaid Overtime and Secret Payment of Lower Wages than Designated by Statute**

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

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

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

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

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

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

1 65. California Labor Code section 223 provides that, where any statute or contract requires
2 an employer to maintain the designated wage scale, it shall be unlawful to secretly pay a lower wage
3 while purporting to pay the wage designated by statute or contract. By engaging in the unlawful
4 conduct alleged herein, including by failing to: pay overtime wages at the applicable legal overtime
5 rate, meal break premiums and lawful sick pay at the employees' regular rate of pay, as established by
6 Labor Code sections 226.7, 246, 510, 1194 and sections 11 and 12 of the applicable IWC Wage Orders,
7 as incorporated by Labor Code sections 1198, the Defendant secretly paid a lower wage than
8 designated by statute while purporting to pay the wages designated by statute, in violation of Labor
9 Code section 223.

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

23 67. Defendants' failure to pay Plaintiff and the other class members as outlined above
24 violates California Labor Code sections 223, 510, 246, 1194 and 1198 and the applicable IWC Wage
25 Order and is therefore unlawful.

26 68. Pursuant to California Labor Code section 1194, Plaintiff and the other class members
27 are entitled to recover their unpaid overtime compensation, as well as interest, costs, and attorneys'
28 fees.

THIRD CAUSE OF ACTION

VIOLATION OF CAL. LABOR CODE §§ 226.7 AND 512

Failure to Provide Compliant Meal Periods and Unpaid Meal Period Premiums

(Against All Defendants and DOES 1 – 25)

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

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

71. California Labor Code section 226.7 provides that no employer shall require an employee to work during any meal period mandated by an applicable IWC Order.

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

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

74. California Labor Code section 223 provides that, where any statute or contract requires an employer to maintain the designated wage scale, it shall be unlawful to secretly pay a lower wage while purporting to pay the wage designated by statute or contract.

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

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

5 77. Defendants intentionally and willfully required Plaintiff and the other class members
6 to work during meal periods and failed to compensate Plaintiff and the other class members for work
7 performed during meal periods. This includes, among other things, requiring Plaintiff and class
8 members to work through their lunch breaks, permitting and/or requiring Plaintiff and class members
9 to take late lunch breaks, permitting and/or requiring Plaintiff and class members to take short lunch
10 breaks, interrupting and/or allowing others to interrupt Plaintiff and class members during their lunch
11 breaks, failing to relieve Plaintiff and class members of all duties during their lunch breaks, and
12 restricting Plaintiff and class members from leaving the premises during their lunch breaks.

13 78. During the relevant time period, Defendants failed to pay Plaintiff and the other class
14 members all meal period premiums due pursuant to California Labor Code section 226.7 and 512 and
15 the applicable IWC Wage Order.

16 79. Defendants' conduct therefore violates the applicable IWC Wage Order and California
17 Labor Code sections 223, 226.7, and 512(a).

18 80. Pursuant to the applicable IWC Wage Order and California Labor Code section
19 226.7(b), Plaintiff and the other class members are entitled to recover from Defendants one additional
20 hour of pay at their regular rate of compensation for each workday that a compliant meal
21 period was not provided.

22 **FOURTH CAUSE OF ACTION**

23 **VIOLATION OF CAL. LABOR CODE § 226.7**

24 **Failure to Provide Compliant Rest Periods and Unpaid Rest Period Premiums**

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

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

28 82. California Labor Code section 226.7 and the applicable IWC Wage Order govern

1 Plaintiff and the other class members' employment by Defendants.

2 83. California Labor Code section 226.7 requires employers to authorize and permit
3 employees to take an uninterrupted rest period of no less than ten (10) minutes rest for every four (4)
4 hours, or a major fraction thereof, worked, and take recovery periods to prevent heat illness.

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

10 85. California Labor Code section 223 provides that, where any statute or contract requires
11 an employer to maintain the designated wage scale, it shall be unlawful to secretly pay a lower wage
12 while purporting to pay the wage designated by statute or contract.

13 86. Defendants routinely required Plaintiff and the other class members to work three and
14 one-half (3 ½) or more hours without authorizing or permitting a compliant ten (10) minute rest period
15 per each four (4) hour period, or major fraction thereof, worked. Defendants further failed to afford
16 Plaintiff and the other class members recovery periods.

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

21 88. As a result, Plaintiff worked through rest and recovery periods, took late rest and
22 recovery periods, took interrupted rest and recovery periods, and/or took short rest and recovery
23 periods, if at all.

24 89. Pursuant to the applicable IWC Wage Order and California Labor Code section
25 226.7(b), Plaintiff and the other class members were entitled to recover from Defendants one (1)
26 additional hour of pay at their regular hourly rate of compensation for each workday that compliant
27 rest period(s) were not provided.

28 90. Defendants had no policy and/or practice to pay a premium when rest periods were

missed, short, late, and/or interrupted, or otherwise failed to comply with California law, and thus Defendants failed to pay Plaintiff and the other class members the full rest period premium due to them in violation of California Labor Code section 226.7 and the applicable IWC Wage Orders.

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

FIFTH CAUSE OF ACTION

VIOLATION OF CAL. LABOR CODE §§ 204, 208, 210, 212, AND 213

Wages Not Timely Paid During Employment

(Against All Defendants and DOES 1 – 25)

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

93. California Labor Code section 204 provides that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed.

94. California Labor Code section 204 provides that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month.

95. California Labor Code section 204 provides that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.

96. As a result of the violations set forth herein, Defendants intentionally and willfully failed to timely pay Plaintiff and other class members all wages due to them, within the period permissible under California Labor Code section 204.

97. California Labor Code section 208 requires that wages be paid at the place of employment unless otherwise agreed by the parties.

1 98. California Labor Code section 212 requires that wages paid by check or draft be
2 negotiable and payable in cash on demand without discount, and California Labor Code section 213
3 authorizes direct deposit only with an employee's voluntary authorization and limits the use of certain
4 alternative methods of wage payment.

5 99. Defendants regularly suffered or permitted employees to work off the clock without
6 compensation, including: (a) directing employees to log a 30-minute meal period before the fifth hour
7 of work even though they were required to continue working and serving customers; (b) requiring
8 employees to answer customer questions before clocking in; (c) requiring end-of-day tasks such as
9 throwing trash into the dumpster after clocking out; and (d) failing to provide the required one hour of
10 premium pay for missed or non-compliant meal and rest breaks. Defendants also regularly altered or
11 manipulated time records to reduce or eliminate overtime hours and applicable premiums. These
12 practices resulted in employees not receiving wages at the place of employment as required by section
13 208, and not receiving wages through lawfully negotiable or properly authorized methods under
14 sections 212 and 213.

15 100. Plaintiff and other class members are entitled to recover all available remedies for
16 Defendants' violations of California Labor Code sections 204, 208, 212, and 213, including statutory
17 penalties pursuant to California Labor Code section 210(b).

18 **SIXTH CAUSE OF ACTION**

19 **VIOLATION OF CAL. LABOR CODE § 226**

20 **Failure to Provide Accurate Wage Statements**

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

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

24 102. At all material times set forth herein, California Labor Code section 226(a) provides
25 that an employer, semimonthly or at the time of each payment of wages, shall furnish to their employee
26 an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by
27 the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee
28 is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of

1 the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates
2 of the period for which the employee is paid, (7) the name of the employee and only the last four digits
3 of their social security number or an employee identification number other than a social security
4 number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly
5 rates in effect during the pay period and the corresponding number of hours worked at each hourly
6 rate by the employee.

7 103. As a result of the violations set forth in detail above (failure to pay overtime, failure to
8 pay minimum wages, meal break violations, and rest break violations), Defendants intentionally and
9 willfully failed to provide Plaintiff and the other class members with complete and accurate wage
10 statements. The deficiencies include, among other things, the failure to state all hours worked, the
11 failure to state the actual gross wages earned, the failure to include meal and rest break premiums, and
12 the failure to include correct rates of pay. Additionally, the wage statements failed to reflect all
13 compensable hours Claimants worked, including time lost due to the Employer's practice of falsifying
14 time records to show compliant breaks despite directing employees to work through and delay such
15 breaks. Employer similarly required Claimants to answer customer questions before clocking in and
16 to do end of day tasks, like throwing trash into the dumpster after clocking out. The wage statements
17 provided to Claimant and other Aggrieved Employees also failed to include the name of the legal
18 entity that employed Claimant and the Aggrieved Employees, all deductions, the inclusive dates of the
19 pay period appropriate identifying employee information. As a result of the practices described herein,
20 the wage statements provided to Claimant and other Aggrieved Employees violated section 226(a)(1),
21 (2), (4), (5), (6), (7) and (9).

22 104. As a result of Defendants' violation of California Labor Code section 226, Plaintiff and
23 the other class members have suffered injury and damage to their statutorily protected rights.

24 105. Specifically, Plaintiff and the other class members have been injured by Defendants'
25 intentional violation of California Labor Code section 226(a) because they were denied both their legal
26 right to receive, and their protected interest in receiving, accurate, itemized wage statements under
27 California Labor Code section 226(a). In addition, because Defendants failed to provide the accurate
28 number of total hours worked on wage statements, Plaintiff and the other class members have been

1 prevented by Defendants from determining if all hours worked were paid and the extent of the
2 underpayment. Plaintiff had to file this lawsuit, and will further have to conduct discovery, reconstruct
3 time records, and perform computations in order to analyze whether in fact Plaintiff and the other class
4 members were paid correctly and the extent of the underpayment, thereby causing Plaintiff to incur
5 expenses and lost time. Plaintiff would not have had to engage in these efforts and incur these costs
6 had Defendants provided the accurate number of total hours worked. This has also delayed Plaintiff's
7 ability to demand and recover the underpayment of wages from Defendants.

8 106. California Labor Code section 226(b) also provides that the employer shall afford
9 current and former employees the right to inspect or receive a copy of records pertaining to their
10 employment, and (c) an employer who receives a written or oral request to inspect or receive a copy
11 of records pursuant to subdivision (b) pertaining to a current or former employee shall comply with
12 the request as soon as practicable, but no later than 21 calendar days from the date of the request. The
13 Employer failed to comply with these requirements.

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

17 **SEVENTH CAUSE OF ACTION**

18 **VIOLATION OF CAL. LABOR CODE §§ 201, 202, 203, AND 227.3**

19 **Untimely Final Wages**

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

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

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

1 his or her intention to quit, in which case the employee is entitled to his or her wages at the time of
2 quitting.

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

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

15 112. Defendants also failed to pay Plaintiff and the other class members all vested and
16 accrued vacation wages at the time their employment with Defendants ended, in violation of California
17 Labor Code section 227.3.

18 113. As a result, Plaintiff and the other class members are entitled to all available
19 statutory penalties, including the waiting time penalties provided in California Labor Code section
20 203, together with interest thereon, as well as other available remedies.

21 **EIGHTH CAUSE OF ACTION**

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

23 **Failure to Reimburse Necessary Business Expenses**

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

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

27 115. Pursuant to California Labor Code sections 2800 and 2802, an employer must
28 reimburse its employees for all necessary expenditures incurred by the employee in direct consequence

1 of the discharge of his or her job duties or in direct consequence of his or her job duties or in direct
2 consequence of his or her obedience to the directions of the employer.

3 116. Plaintiff and the other class members incurred necessary business-related expenses and
4 costs that were not fully reimbursed by Defendants, including, but not limited to the cost of grooming
5 tools, clothing for the job, the usage of personal cell phones for work-related purposes, mileage for
6 travel, including but not limited to taking customers' pets to vet appointments when injured.
7 Defendants intentionally and willfully failed to reimburse Plaintiff and the other class members for all
8 necessary business-related expenses and costs. Plaintiff and the other class members are entitled to
9 recover from Defendants their business-related expenses and costs incurred during the course and
10 scope of employment, plus interest accrued from the date on which Plaintiff and the other class
11 members incurred the necessary expenditures at the same rate as judgments in civil actions in the State
12 of California.

13 **NINTH CAUSE OF ACTION**

14 **VIOLATION OF CAL. LABOR CODE §§ 1030, 1031, AND 1033**

15 **Failure to Provide Lactation Breaks**

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

18 118. California law requires every employer to provide a reasonable amount of break time
19 to accommodate an employee's desire to express breast milk for the employee's infant child each time
20 the employee needs to express milk. California law also requires that an employer provide an employee
21 with a room or location for the employee to express milk in private, which shall:

22 (a) not be a bathroom, shall be in close proximity to the employee's work area, shielded from
23 view and free from intrusion while the employee is expressing milk;

24 (b) shall be safe, clean, and free of hazardous materials as defined in California Labor Code
25 section 6382;

26 (c) shall contain a surface to place a breast pump and personal items;

27 (d) shall contain a place to sit; and

28 (e) shall have access to electricity or alternative devices, including, but not limited to,

1 extension cords or charging stations, needed to operate an electric or battery-powered
2 breast pump

3 119. California law also requires the employer to provide access to a sink with running water
4 and a refrigerator suitable for storing milk in close proximity to the employee's workspace or other
5 suitable cooling device if a refrigerator cannot be provided. If an employer fails to provide reasonable
6 break time or adequate space to express milk, the employer must pay the employee an additional hour
7 of pay at the employee's regular rate for each workday the adequate space or reasonable time is not
8 provided. Cal. Lab. Code §§ 1033, subd. (a), 226.7, subd. (c).

9 120. Defendants employed policies, practices, and/or procedures or lack of such policies,
10 practices, and/or procedures which resulted in their failure to provide the class members with
11 reasonable break time for lactation or a room which complied with the requirements of California law.

12 121. Additionally, Defendants failed to pay the class members an additional hour of pay at
13 their regular rate of compensation for each workday the employees did not receive all legally required
14 and compliant lactation periods, i.e., legally compliant time or space. Defendants employed policies
15 and procedures which ensured that employees did not receive any lactation period premium wages to
16 compensate them for workdays in which they did not receive all legally required and compliant
17 lactation periods.

18 122. Plaintiff and other class members are entitled to recover all available remedies for
19 Defendants' violations of California Labor Code sections 1030, 1031, and 1033.

20 **TENTH CAUSE OF ACTION**

21 **VIOLATION OF CAL. LABOR CODE §§ 6401.7 AND 6401.9**

22 **Failure to Comply with a Workplace Violence Prevention Plan**

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

25 124. California Labor Code section 6401.7 requires every employer to establish, implement,
26 and maintain an effective injury prevention program. California Labor Code section 6401.9 requires
27 California employers to adopt a comprehensive Workplace Violence Prevention Plan (WVPP), train
28 employees on workplace violence, log safety incidents, and conduct periodic inspections to evaluate

workplace violence hazards.

125. Defendants did not comply with their responsibilities and duties under California Labor Code sections 6401.7 and 6401.9. Plaintiff is informed and believes and thereon alleges that Defendant (1) failed to establish, implement, and maintain an effective injury prevention program; (2) failed to adopt a complaint Workplace Violence Prevention Plan; (3) failed to train Plaintiff and other aggrieved California-based hourly non-exempt employees in workplace violence and injury prevention; (4) failed to log safety incidents; and (5) failed to conduct complaint periodic inspections. Plaintiff believes these failures were willful and intentional. Plaintiff also believes these failures were malicious, fraudulent, or oppressive. Defendant would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(iii).

126. Plaintiff and other class members are entitled to damages in an amount according to proof, as well as injunctive relief compelling Defendants to establish, implement, and maintain a lawful Workplace Prevention Plan (WVPP), and are further entitled to attorneys' fees and costs.

ELEVENTH CAUSE OF ACTION

VIOLATION OF CAL. LABOR CODE §§ 246, 246.5, 247, 247.5, and 248.5

Failure to Provide and Pay Paid Sick Leave

(Against All Defendants and DOES 1-25)

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

128. California Labor Code section 246 requires employers to provide eligible employees with paid sick leave, to accrue such leave at the statutory rate, to make accrued sick leave available for use, and to compensate employees for sick leave at the correct statutory rate of pay, including the regular rate of pay or the 90-day look-back average.

129. California Labor Code section 246.5 sets forth the permissible uses of paid sick leave, limits on use, and prohibits employers from denying, interfering with, or retaliating against an employee for using or attempting to use paid sick leave.

130. California Labor Code sections 247 and 247.5 require employers to provide employees with (1) conspicuous posting of their paid sick leave rights, and (2) written notice of available paid

1 sick leave balances on each wage statement or through a separate document provided each payday.

2 131. California Labor Code section 248.5 establishes civil penalties, enforcement
3 procedures, and additional remedies for violations of the Healthy Workplaces, Healthy Families Act.

4 132. During the relevant time period, Defendants failed to comply with these requirements
5 by, including but not limited to: failing to provide accurate notice of available paid sick leave balances;
6 failing to post or provide required paid sick leave notices; failing to make accrued paid sick leave
7 available for use; unlawfully restricting or denying the use of paid sick leave; and failing to pay paid
8 sick leave at the proper rate of pay.

9 133. Plaintiff and other class members are entitled to recover all available remedies for
10 Defendants' violations of California Labor Code sections 246, 246.5, 247, 247.5, and 248.5, including
11 statutory penalties and enforcement relief pursuant to Labor Code section 248.5.

12 **TWELTH CAUSE OF ACTION**

13 **VIOLATION OF CAL LABOR CODE §§ 233 and 234**

14 **FAILURE TO PROVIDE KIN CARE; UNLAWFUL ATTENDANCE POLICIES**

15 **(Against All Defendants and DOES 1-25)**

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

18 135. California Labor Code section 233 ("Kin Care") requires employers to permit
19 employees to use at least one-half of their accrued sick leave to care for covered family members under
20 the same terms and conditions that would apply to the employee's own illness.

21 136. California Labor Code section 234 prohibits employers from enforcing attendance or
22 point-based disciplinary policies that count protected sick leave taken under section 233 as an absence
23 that may lead to discipline, discharge, or other adverse action.

24 137. Defendants violated Labor Code sections 233 and 234 by maintaining and enforcing
25 attendance and/or disciplinary policies that penalized employees for using statutorily protected paid
26 sick leave and/or kin-care leave, and by failing to allow employees to use accrued sick leave to care
27 for covered family members.

28 138. As a result, Plaintiff and other class members are entitled to recover all available

remedies for Defendants' violations of California Labor Code sections 233 and 234.

THIRTEENTH CAUSE OF ACTION

VIOLATION OF CAL. LABOR CODE §§ 551 AND 552

FAILURE TO PROVIDE A DAY OF REST

(Against All Defendants and DOES 1-25)

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

140. California Labor Code section 551 guarantees employees "one day's rest in seven," and California Labor Code section 552 prohibits employers from "caus[ing] their employees to work more than six days in seven."

141. During the relevant time period, Defendants failed to provide Plaintiff and other class members with the required day of rest and suffered or permitted them to work more than six days in a workweek in violation of Labor Code sections 551 and 552.

142. As a result, Plaintiff and other class members are entitled to recover all available remedies for Defendants' violations of California Labor Code sections 551 and 552.

FOURTEENTH CAUSE OF ACTION

VIOLATION OF CAL. LABOR CODE §§ 98.6, 1102.5, 232, 6310, AND 6311

RETALIATION

(Against All Defendants and DOES 1-25)

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

144. California Labor Code section 98.6 prohibits employers from discharging, threatening discharge, discriminating, retaliating, or taking any adverse action against an employee because the employee engaged in conduct protected by the Labor Code, including complaining about wages, hours, or other working conditions.

145. California Labor Code section 1102.5 prohibits employers from retaliating against an employee for disclosing information the employee reasonably believes evidences a violation of state or federal law, for refusing to participate in conduct the employee reasonably believes to be unlawful,

1 or for making internal or external complaints regarding unlawful practices.

2 146. California Labor Code section 232 prohibits employers from disciplining, discharging,
3 or otherwise retaliating against employees for disclosing or discussing their wages, and prohibits
4 employers from requiring employees to refrain from discussing wages or from signing agreements
5 waiving that right.

6 147. California Labor Code section 6310 prohibits employers from retaliating against
7 employees for making complaints about workplace safety, for participating in or initiating Cal/OSHA-
8 related proceedings, or for otherwise exercising rights under the California Occupational Safety and
9 Health Act.

10 148. California Labor Code section 6311 prohibits employers from discharging or
11 discriminating against employees who refuse to perform work that would violate safety standards or
12 that would pose an imminent and serious threat to their safety or health.

13 149. During the relevant time period, Plaintiff and other class members engaged in protected
14 activity under one or more of the above statutes, and thereafter Defendants, by and through their
15 managers, supervisors, and agents, took adverse employment actions against Plaintiff and other class
16 members that materially affected the terms, conditions, or privileges of employment.

17 150. Defendants' adverse actions were motivated, at least in part, by Plaintiff's and other
18 class members' protected activity in violation of Labor Code sections 98.6, 1102.5, 232, 6310, and
19 6311.

20 151. As a result, Plaintiff and other class members are entitled to all remedies provided under
21 Labor Code sections 98.6, 1102.5, 232, 6310, and 6311.

22 **FIFTEENTH CAUSE OF ACTION**

23 **VIOLATION OF CAL. LABOR CODE § 1198**

24 **Failure to Provide Suitable Seating**

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

27 153. California Labor section 1198 makes it illegal to employ an employee under conditions
28 of labor that are prohibited by the applicable IWC Wage Order.

154. IWC Wage Order, including 7-2001 section 14(A) and California Code of Regulations, Title 8, section 11070(14)(A) provides that “[a]ll working employees shall be provided with suitable seats when the nature of the work reasonably permits the use of seats.”

155. Defendants violated these regulations because Plaintiff and class members were not allowed to sit, even when the nature of their work would reasonably permit the use of seats, nor were they provided with suitable seats. Further, Defendants designed the work spaces to require standing but could have designed the work spaces in a manner that would allow Plaintiff and class members to perform their duties while seated. Additionally, Defendants failed to expressly advise Plaintiff and class members that they could utilize seats while performing their duties.

156. IWC Wage Order 7-2001 section 14(B) and California Code of Regulations, Title 8, section 11070(14)(B) provides that “[w]hen employees are not engaged in the active duties of their employment and the nature of the work requires standing, an adequate number of suitable seats shall be placed in reasonable proximity to the work area and employees shall be permitted to use such seats when it does not interfere with the performance of their duties.”

157. Defendants did not place an adequate number of suitable seats within reasonable proximity to the work areas of employees who perform duties whose nature require standing and therefore did not permit employees to use those seats when not actively engaged in performing their standing duties (i.e., during “lulls in operation”), even though sitting would not interfere with the performance of their job duties.

158. Plaintiff and other class members are entitled to recover all available remedies for Defendants’ violations of California Labor Code section 1198.

SIXTEENTH CAUSE OF ACTION

VIOLATION OF CAL. BUSINESS & PROFESSIONS CODE §§ 17200, *ET SEQ.*

Unfair and Unlawful Business Practices

(Against All Defendants and DOES 1 – 25)

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

160. Each and every one of Defendants’ acts and omissions in violation of the California

1 Labor Code and/or the applicable IWC Wage Order as alleged herein constitutes an unfair and
2 unlawful business practice under California Business and Professions Code §§ 17200, *et seq.*

3 161. Defendants' violations of California wage and hour laws constitute an unfair and
4 unlawful business practice because Defendants' aforementioned acts and omissions were done
5 repeatedly over a significant period of time, and in a systematic manner, to the detriment of Plaintiff
6 and the other class members.

7 162. Defendants have avoided payment of overtime wages, minimum wages, meal period
8 premiums, rest period premiums, timely wages at the correct rate of pay, and other benefits as required
9 by the California Labor Code, the California Code of Regulations, and the applicable IWC Wage
10 Order. Further, Defendants have failed to record, report, and pay the correct sums of assessment to
11 the state authorities under the California Labor Code and other applicable regulations.

12 163. As a result of Defendants' unfair and unlawful business practices, Defendants have
13 reaped unfair and illegal profits during Plaintiff and the other class members' tenure at the expense of
14 Plaintiff, the other class members, and members of the public. Defendants should be made to disgorge
15 their ill-gotten gains and to restore them to Plaintiff and the other class members.

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

22 **SEVENTEENTH CAUSE OF ACTION**

23 **VIOLATION OF CAL. LABOR CODE §§ 2698, *ET SEQ.***

24 **Private Attorney General Act**

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

26 165. Plaintiff incorporates herein by specific reference, as though fully set forth, the
27 allegations and applicable law in all preceding paragraphs.

28 166. Plaintiff brings this action on an individual basis and on a representative basis on behalf

of other Aggrieved Employees and the State of California, in Plaintiff's capacity as a private attorney general pursuant to the Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.*

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

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

169. Plaintiff and the other hourly-paid, non-exempt employees are "Aggrieved Employees" as defined by California Labor Code section 2699(c) in that they are all current or former employees of Defendants, and one or more of the alleged violations were committed against them.

a. Defendants' conduct, as alleged herein and in the Employee's Notices, Exhibits A and B, violates numerous sections of the California Labor Code, including, but not limited to, the following: California Labor Code sections 98.6, 201, 202, 203, 204, 206, 206.5, 208, 210, 212, 213, 218, 218.5, 218.6, 221, 223, 224, 226, 226.3, 226.7, 227.3, 232, 233, 234, 246, 246.5, 247, 247.5, 248.5, 432.5, 510, 512, 551, 552, 558, 558.1, 1030, 1031, 1033, 1102.5, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 1199.5, 2698 *et seq.*, 2751, 2800, 2800.5, 2802, 2810.5, 6401.7, 6401.9, 6310, 6311, 6399.7, 6400, 6401, 6402, 6403, California Code of Regulations Title 8, and the Industrial Welfare Commission Wage Orders ("IWC Wage Orders") including sections 5, 11, 12 and 14(A) and (B).

170. Pursuant to PAGA, and in particular California Labor Code sections 2699(a), 2699.3, and 2699.5, Plaintiff, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for Plaintiff, all Aggrieved Employees, and the State of California against

Defendants for violations of California Labor Code sections set forth herein, including penalties under California Labor Code sections 2699, 558, 558.1, 210, 1197.1, 226, 226.3, 1174.5, and 1197.1, 1198.5, penalties under the applicable IWC Wage Order, and any and all additional penalties and remedies as provided by the California Labor Code and/or other statutes.

171. Pursuant to California Labor Code section 2699(i), civil penalties recovered by Aggrieved Employees shall be distributed as follows: seventy-five percent (75%) to the LWDA for the enforcement of labor laws and education of employers and employees about their rights and responsibilities and twenty-five (25%) to the Aggrieved Employees.

172. Plaintiff retained counsel to file this court action, and to assess and collect the civil penalties owed by Defendants. Plaintiff therefore seeks an award of reasonable attorney's fees and costs pursuant to California Labor Code §§ 210, 218.5, and 2699(g)(1), and any other applicable statute.

PRAYER FOR RELIEF

Plaintiff, on behalf of all others similarly situated, prays 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 representative of the Class;
3. That counsel for Plaintiff be appointed as Class Counsel; and
4. That Defendants provide to Class Counsel immediately the names and most current/last known contact information (address, e-mail, and telephone numbers) of all class members.

As to the First Cause of Action

5. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 206, 206.5, 221, 223, 224, 1194, 1197, 1197.1, 1199, and 1199.5 by willfully failing to pay wages to Plaintiff and the other class members;

6. For general unpaid wages and such general and special damages as may be appropriate;

7. For statutory wage penalties pursuant to California Labor Code section 1197.1 for Plaintiff and the other class members in the amount as may be established according to proof at trial;

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

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

10. For liquidated damages pursuant to California Labor Code section 1194.2; and

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

As to the Second Cause of Action

12. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 223, 246, 510, 1194, and 1198 and the applicable IWC Wage Orders by willfully failing to pay all overtime wages due to Plaintiff and the other class members, and for secretly paying a lower wage than designated by statute while purporting to pay the wages designated by statute;

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

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

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

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

As to the Third Cause of Action

17. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 226.7 and 512 and the applicable IWC Wage Orders by willfully failing to provide all meal periods (including second meal periods) to Plaintiff and the other class members;

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

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

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

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

22. For reasonable attorneys' fees and costs of suit incurred herein; and
23. For such other and further relief as the Court may deem just and proper.

As to the Fourth Cause of Action

24. That the Court declare, adjudge, and decree that Defendants violated California Labor Code section 226.7 and the applicable IWC Wage Orders by willfully failing to provide all rest periods to Plaintiff and the other class members;

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

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

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

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

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

As to the Fifth Cause of Action

30. That the Court declare, adjudge, and decree that Defendants violated California Labor Code section, 208, 212, and 213 by failing to pay wages at the place of employment as required by section 208, issuing non-negotiable or non-compliant wage instruments in violation of section 212, and utilizing wage-payment methods not authorized under section 213;

31. For statutory penalties pursuant to California Labor Code section 210; and

32. For such other and further relief as the Court deems just and proper.

As to the Sixth Cause of Action

33. That the Court declare, adjudge, and decree that Defendants violated the provisions of California Labor Code section 226(a) and (b), and the applicable IWC Wage Orders as to Plaintiff and the other class members, and willfully failed to provide accurate itemized wage statements thereto;

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

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

36. For injunctive relief to ensure compliance with this section, pursuant to

1 California Labor Code section 226(g); and

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

3 **As to the Seventh Cause of Action**

4 38. That the Court declare, adjudge, and decree that Defendants violated California Labor
5 Code sections 201, 202, 203, and 227.3 by willfully failing to pay all compensation owed at the time
6 of termination of the employment of Plaintiff and the other class members no longer employed by
7 Defendants;

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

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

11 41. For pre-judgment interest on any unpaid compensation from the date such amounts
12 were due; and

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

14 **As to the Eighth Cause of Action**

15 43. That the Court declare, adjudge, and decree that Defendants violated California Labor
16 Code sections 2800 and 2802 by willfully failing to reimburse Plaintiff and the other class members
17 for all necessary business-related expenses as required by California Labor Code sections 2800 and
18 2802;

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

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

21 46. For punitive damages and/or exemplary damages according to proof at trial;

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

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

24 **As to the Ninth Cause of Action**

25 49. That the Court declare, adjudge, and decree that Defendants violated California Labor
26 Code sections 1030, 1031, and 1033 for failing to provide lactation breaks as required by California
27 Labor Code sections 1030, 1031, and 1033;

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

- 1 51. For the imposition of civil penalties and/or statutory penalties;
2 52. For punitive damages and/or exemplary damages according to proof at trial;
3 53. For reasonable attorneys' fees and costs of suit incurred herein; and
4 54. For such other and further relief as the Court may deem just and proper

5 **As to the Tenth Cause of Action**

6 55. That the Court declare, adjudge, and decree that Defendants violated California Labor
7 Code sections 6401.7 and 6401.9;

- 8 56. For actual, consequential, and incidental losses and damages, according to proof;
9 57. For injunctive relief;
10 58. For reasonable attorneys' fees and costs of suit incurred herein; and
11 59. For such other and further relief as the Court may deem just and proper

12 **As to the Eleventh Cause of Action**

13 60. That the Court declare, adjudge, and decree that Defendants violated California Labor
14 Code sections 246, 246.5, 247, 247.5, and 248.5 by failing to provide, make available, or properly pay
15 paid sick leave, and by failing to comply with posting and notice requirements;

16 61. For restitution of any sick leave wages or amounts unlawfully withheld, denied, or
17 underpaid, in an amount according to proof;

18 62. For statutory penalties and enforcement relief to the extent authorized under California
19 Labor Code section 248.5, including but not limited to administrative penalties, liquidated amounts,
20 or equitable relief permitted by law;

21 63. For pre-judgment interest on all wages and monetary relief unlawfully withheld;

22 64. For reasonable attorneys' fees and costs to the extent permitted by law, including under
23 California Labor Code sections 218.5, 218.6, or any other applicable statute;

24 65. For such other and further relief as the Court deems just and proper.

25 **As to the Twelfth Cause of Action**

26 66. That the Court declare, adjudge, and decree that Defendants violated California Labor
27 Code sections 233 and 234 by failing to permit the lawful use of kin-care leave and by enforcing
28 attendance policies that penalized employees for protected sick-leave use;

1 67. For restitution and/or reimbursement of any wages, sick-leave benefits, or other
2 compensation that were unlawfully withheld, denied, or lost as a result of Defendants' violations;

3 68. For injunctive and equitable relief as permitted by law, including requiring Defendants
4 to cease enforcement of unlawful attendance policies and to comply with Labor Code sections 233
5 and 234;

6 69. For pre-judgment interest on all monetary relief awarded;

7 70. For reasonable attorneys' fees and costs to the extent permitted by law;

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

9 **As to the Thirteenth Cause of Action**

10 72. That the Court declare, adjudge, and decree that Defendants violated California Labor
11 Code sections 551 and 552 by failing to provide Plaintiff and the other class members with one day's
12 rest in seven;

13 73. For restitution, reimbursement, or other monetary relief to the extent permitted by law
14 for wages or benefits lost as a result of Defendants' violations;

15 74. For injunctive and equitable relief requiring Defendants to comply with California
16 Labor Code sections 551 and 552;

17 75. For pre-judgment interest on all monetary relief awarded;

18 76. For reasonable attorneys' fees and costs to the extent permitted by law, including under
19 California Labor Code section 218.5 or any other applicable statute;

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

21 **As to the Fourteenth Cause of Action**

22 78. That the Court declare, adjudge, and decree that Defendants violated California Labor
23 Code sections 98.6, 1102.5, 232, 6310, and 6311 by retaliating against Plaintiff and the other class
24 members for engaging in protected activity;

25 79. For recovery of lost wages, lost employment benefits, and all other compensatory
26 damages according to proof as permitted by Labor Code sections 98.6, 1102.5, 232, 6310, and 6311;

27 80. For reinstatement to prior positions or to comparable employment, to the extent
28 permitted and applicable;

1 81. For recovery of civil penalties to the extent authorized by Labor Code sections 98.6,
2 1102.5, 232, 6310, and 6311;

3 82. For emotional distress damages, to the extent permitted by Labor Code section
4 1102.5(j) and other retaliation statutes providing compensatory remedies;

5 83. For interest on all amounts due from the date the losses were incurred;

6 84. For an award of reasonable attorneys' fees and costs, including under Labor Code
7 sections 98.6(b)(4), 1102.5(j), and any other applicable authority;

8 85. For injunctive relief prohibiting Defendants from engaging in further retaliation or
9 adverse actions against employees who engage in protected activity;

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

11 **As to the Fifteenth Cause of Action**

12 87. That the Court declare, adjudge and decree that Defendants violated California Labor
13 Code section 1198 by failing to provide suitable seating to Plaintiff and the other class members as
14 required by IWC Wage Order 7-2001, section 14(A) and (B) and California Labor Code section 1198.

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

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

17 90. For punitive damages and/or exemplary damages according to proof at trial;

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

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

20 **As to the Sixteenth Cause of Action**

21 93. That the Court declare, adjudge, and decree that Defendants violated the California
22 Labor Code, California Code of Regulations and IWC Wage Orders as described herein;

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

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

28 96. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California

1 Code of Civil Procedure section 1021.5; and

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

4 **As to the Seventeenth Cause of Action**

5 98. For the imposition of civil penalties pursuant to California Labor Code §§ 2699, 210,
6 558, 558.1, 226, 226.3, 1174.5, 1197.1, 1198.5, and all other penalties allowed by the California Labor
7 Code and/or other applicable statutes;

8 99. For statutory attorneys' fees and costs pursuant to sections 210, 218.5, and 2699(g)(1)
9 of the California Labor Code; and

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

11
12 Dated: March 17, 2026

BLACKSTONE LAW, APC

13
14 By: Jasmine G. Kianfard
15 Karen I. Gold, Esq.
16 Marissa A. Mayhood, Esq.
17 Alexandra Rose, Esq.
18 Jasmine Y. Kianfard, Esq.

19 Attorneys for Plaintiff JASMINE HOLMAN,
20 individually, and on behalf of all similarly
21 aggrieved employees and the putative class
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1 **DEMAND FOR JURY TRIAL**

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

3
4 Dated: March 17, 2026

BLACKSTONE LAW, APC

5
6 By: *Jasmine Y. Kianfard*
7 Karen I. Gold, Esq.
8 Marissa A. Mayhood, Esq.
9 Alexandra Rose, Esq.
10 Jasmine Y. Kianfard, Esq.

11 Attorneys for Plaintiff JASMINE HOLMAN,
12 individually, and on behalf of all similarly
13 aggrieved employees and the putative class
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EXHIBIT A

September 1, 2023

PAGA Claim Notice Via Online Electronic Submission

California Labor & Workforce Development Agency

800 Capitol Mall, Suite 5000 (MIC-55)

Sacramento, CA 95814

<https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

RE: *Jasmine Holman v. PetSmart LLC*

Dear Representative:

This office represents Jasmine Holman (“Claimant”) with respect to their claims under the California Labor Code against PetSmart LLC (including any and all affiliates, subsidiaries, parents, directors, and officers thereof) (collectively referred to herein as “Employers”). This letter is being sent simultaneously to Employers by certified mail.

Employers employed Claimant from approximately May 2019 to July 2023 as a non-exempt, hourly-paid pet stylist, pet groomer, salon leader, and later as a salon manager at various Petsmart locations in California including: (1) 5450 Crossings Drive, Rocklin, CA 95677; (2) 865 Colusa Ave., Yuba City, CA 95991; and (3) 10363 Fairway Dr., Roseville, CA 95678.

Claimant intends to bring a representative action seeking penalties for violations of the California Labor Code which are recoverable under the Labor Code Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* (“PAGA”). Claimant is seeking penalties on behalf of themselves and in a representative capacity on behalf of the State of California and all current and former hourly-paid and/or non-exempt employees who worked for Employers in the State of California during the relevant statutory period (“Aggrieved Employees”). This letter is being sent in compliance with California Labor Code section 2699.3 and shall serve as Claimant’s notice of the provisions of the California Labor Code alleged to have been violated, including the facts and theories in support thereof.

As detailed below, Employers violated several of California’s wage and hour laws during Claimant’s employment, including but not limited to California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and the Industrial Welfare Commission Wage Orders (“IWC Wage Orders”). The claims made on behalf of Claimant and Aggrieved Employees are based upon the following facts and theories:

1. FAILURE TO PAY FOR ALL TIME WORKED AT CORRECT RATES OF PAY, INCLUDING MINIMUM WAGES, STRAIGHT TIME WAGES, AND OVERTIME COMPENSATION

Employers have engaged in numerous unlawful practices which resulted in the failure to pay Claimant and other Aggrieved Employees for all time worked at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation.

California Labor Code sections 1194, 1197, and 1197.1 and IWC Wage Orders require employers to pay at least the legal minimum wage to their employees. California Labor Code sections 510 and 1198 and IWC Wage Orders further require employers to pay no less than one and one-half times the regular rate of pay of the employee for hours worked in excess of eight (8) hours in one workday, for hours worked in excess of forty (40) hours in one workweek, and for the first eight (8) hours worked on the seventh day of work in any one workweek, and to pay no less than twice the regular rate of pay of the employee for hours worked in excess of twelve (12) hours in one workday and for any work in excess of eight (8) hours on any seventh day of a workweek.

Throughout the relevant time period, Employers regularly required Claimant and other Aggrieved Employees to perform work off-the-clock. This off-the-clock work included, amongst other things, requiring Claimant and other Aggrieved Employees to provide Pet Groomer, Pet Stylist and Salon Manager services to Employers prior to clocking-in for the day such as opening the store, booting up the computers, turning on the lights, answering phone calls, and checking-in early-arriving customers. It also includes routinely sending and responding to work-related text messages and emails to employees after hours from her personal cell phone, working while clocked-out for meal breaks, and walking close-of-day reports to the supervisor after she clocked-out for the day. Employers failed to compensate Claimant and other Aggrieved Employees for any of this off-the-clock work, in violation of California law.

In addition, Employers utilized time rounding practices that resulted in the systematic underpayment of wages (including minimum wages, straight time wages and overtime wages) to Claimant and Aggrieved Employees.

Employers also failed to accurately record the actual time worked by Claimant and Aggrieved Employees. Moreover, the uncompensated work described herein was often performed when Claimant and other Aggrieved Employees had already worked eight (8) hours in a day and/or forty (40) hours in week resulting in a failure to pay overtime compensation. Finally, Employers failed to pay overtime to Claimant and Aggrieved Employees for all overtime hours worked based on regular rates of pay correctly calculated to include all applicable remuneration, including non-discretionary commissions, non-discretionary bonuses, and non-discretionary performance pay.

As a result of the foregoing practices, Employers have failed to pay Claimant and other Aggrieved Employees for all wages earned at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation. Accordingly, Employers violated IWC Wage Orders and California Labor Code sections 204, 510, 1194, 1197, 1197.1 and 1198.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to penalties paragraph of the applicable IWC Wage Orders; penalties pursuant to California Labor Code sections 558, 1197.1, and 1199; and attorneys' fees and costs.

2. FAILURE TO PROVIDE MEAL PERIODS AND PAY MEAL PERIOD PREMIUMS

California law requires employers to provide employees with an opportunity to take an uninterrupted meal period of no less than thirty (30) minutes before the end of the fifth hour of work when an employee works more than five (5) hours in a day. Cal. Lab. Code §§ 226.7, 512(a). A second meal period of no less than thirty (30) minutes must be provided before the end of the tenth hour of work when an employee works more than ten (10) hours in a day. Cal. Lab. Code §§ 226.7, 512(a). When an employer fails to provide a meal or rest period, an hour of pay at the employee's regular rate of compensation is owed to the employee. Cal. Lab. Code § 226.7(c).

During the relevant time period, Employers failed to provide Claimant and other Aggrieved Employees with legally-compliant 30-minute meal periods. Claimant and other Aggrieved Employees were required by Employers to work more than five (5) hours per day, but were not provided with uninterrupted 30-minute meal periods. Further, Claimant and other Aggrieved Employees were not provided with a second uninterrupted 30-minute meal period when they worked over ten (10) hours per day. Employers regularly required Claimant and other Aggrieved Employees to work through their first and second meal periods, to take their first meal period after their fifth (5th) hour of work, and/or to take their second meal periods after their tenth (10th) hour of work. Meal periods, when provided, were oftentimes interrupted or cut short.

Employers' policies, practices, and procedures were responsible for the violations alleged above and prevented Claimant and other Aggrieved Employees from taking timely, complete and duty-free meal periods because, amongst other reasons: (1) Employers did not have legally-compliant policies regarding the provision and timing of meal periods or systematically disregarded its own purported meal period policies; (2) Employers' management at various levels failed and refused to implement and enforce legally compliant meal period policies and practices; (3) Employers failed to adequately inform and train Claimant and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free meal periods; (4) Employers failed to adequately inform and train Claimant and other Aggrieved Employees about their right to premium wages for non-compliant meal periods; (5) Employers failed to ensure that there was adequate staffing to allow Claimant and other Aggrieved Employees to take timely, uninterrupted, and duty-free meal periods; (6) Employers required Claimant and other Aggrieved Employees to respond to work-related requests at all times, including during meal periods; and (7) Employers' policy and culture prevented Claimant and other Aggrieved Employees from taking timely, uninterrupted, and duty-free meal periods because of the priority placed on maximizing profits over employees' right to receive timely, uninterrupted, and duty-free meal periods.

Claimant and other Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for the meal periods which were not provided to them in compliance with California law. Accordingly, Employers violated the applicable IWC Wage Orders and California Labor Code sections 226.7, 512(a) and 1198.

Claimants and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to penalties paragraph of the applicable IWC Wage Orders; penalties pursuant to California Labor Code sections 558 and 1199; and attorneys' fees and costs.

3. FAILURE TO AUTHORIZE AND PERMIT REST PERIODS AND PAY REST PERIOD PREMIUMS

California law requires employers to authorize and permit employees to take an uninterrupted rest period of no less than ten (10) minutes rest for every four (4) hours, or major fraction thereof, worked. Cal. Lab. Code § 226.7. When an employer fails to authorize and permit a rest period, an hour of pay at the employee's regular rate of compensation is owed to the employee. Cal. Lab. Code § 226.7(c).

Employers failed to authorize and permit Claimant and other Aggrieved Employees to take legally-compliant 10-minute rest periods. Employers required Claimant and other Aggrieved Employees to work through rest periods. Claimant and Aggrieved Employees were not provided with uninterrupted, duty-free rest periods when they worked more than four (4) hours or a major fraction thereof. Further, Claimant and other Aggrieved Employees were not provided with a second uninterrupted, duty-free rest period when they worked more than six (6) hours in a day, or a third uninterrupted, duty-free rest period after working more than ten (10) hours in day. In the rare event that a rest period was taken, it was frequently interrupted or cut short. Moreover, Claimant and other Aggrieved Employees were not completely relieved of duty as required by *Augustus v. ABM Security Services, Inc.*, 2 Cal.5th 257 (2016).

Employers' policies, practices, and procedures were responsible for the violations alleged above and prevented Claimant and other Aggrieved Employees from taking timely and complete rest periods because, amongst other reasons: (1) Employers did not have legally-compliant policies regarding the provision and timing of rest periods or systematically disregarded its own purported rest period policies; (2) Employers' management at various levels failed and refused to implement and enforce legally compliant rest period policies and practices; (3) Employers failed to adequately inform and train Claimant and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free rest periods; (4) Employers failed to adequately inform and train Claimant and other Aggrieved Employees about their right to premium wages for non-compliant rest periods; (5) Employers failed to ensure that there was adequate staffing to allow Claimant and other Aggrieved Employees to take timely, uninterrupted, and duty-free rest periods; (6) Employers required Claimant and other Aggrieved Employees to respond to work-related requests at all times,

including during rest periods; and (7) Employers' policy and culture prevented Claimant and other Aggrieved Employees from taking timely, uninterrupted, and duty-free rest periods because of the priority placed on completing job requirements over employees' right to receive rest periods.

Claimant and other Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for the rest periods which were not provided to them in compliance with California law. Accordingly, Employers violated the applicable IWC Wage Orders and California Labor Code sections 226.7, and 1198.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to paragraph of the applicable IWC Wage Orders; Labor Code sections 558 and 1199 penalties; and attorneys' fees and costs.

4. FAILURE TO TIMELY PAY WAGES DURING EMPLOYMENT

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Employers have failed to timely pay all wages earned because Claimant and other Aggrieved Employees were not paid all the wages they were owed including, *inter alia*, overtime compensation, straight time wages, minimum wages, and meal and rest period premiums. Accordingly, Employers violated California Labor Code section 204(a).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to California Labor Code sections 210 and 1199; and attorneys' fees and costs.

5. FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

California Labor Code section 226(a) requires an employer semimonthly or at the time of each payment of wages to furnish wage statements to its employees setting forth, *inter alia*, (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, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, and (8) the name and address of the legal entity that is the employer.

As a result of the practices described herein, the wage statements provided to Claimant and other Aggrieved Employees failed to include the actual hours worked (including time spent working off-the-clock), the actual gross wages earned (including wages owed for time spent working off the clock and meal and rest period premiums), and the correct rates of pay. The wage statements provided to Claimant and other Aggrieved Employees also failed to include the name of the legal entity that employed Claimant and the Aggrieved Employees. Accordingly, Employers violated California Labor Code section 226(a).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties; penalties pursuant to California Labor Code section 226.3; and attorneys' fees and costs.

6. FAILURE TO MAINTAIN ACCURATE RECORDS

California Labor Code section 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than two years. During the relevant time period, Employers have failed to maintain accurate records relating to Claimant and other Aggrieved Employees' work periods, meal periods, total daily hours worked, and total hours worked per payroll period. Accordingly, Employers violated the applicable IWC Wage Orders and California Labor Code sections 1198.5 and 1174(d).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to paragraph of the applicable IWC Wage Orders; California Labor Code section 1174.5 penalties; and attorneys' fees and costs.

7. FAILURE TO REIMBURSE NECESSARY EXPENDITURES

California Labor Code sections 2800 and 2802 require an employer to reimburse its employees for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. The IWC Wage Orders require employers to provide employees with the tools or equipment necessary for the performance of their job. During the relevant time period, Claimant and Aggrieved Employees incurred necessary business-related expenses and costs that were not fully reimbursed by Employers. These costs include but are not limited to the purchase of dog grooming tools, clothing for the job position, and the usage of personal cell phones for work-related purposes.

Accordingly, Employers violated the IWC Orders **¡Error! No se encuentra el origen de la referencia.** and California Labor Code sections 2800 and 2802. Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699;

penalties pursuant to penalties paragraph of the applicable IWC Wage Orders; and attorneys' fees and costs.

8. FAILURE TO TIMELY PAY ALL WAGES UPON TERMINATION OF EMPLOYMENT

California Labor Code sections 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 if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

During the relevant time period, upon the termination of employment (including but not limited to when they were temporarily laid off, laid off, discharged, and/or resigned), Aggrieved Employees were not paid all wages due to them within twenty-four (24) hours or even within seventy-two (72) hours for those who resigned. Specifically, as a result of Employers' practices of requiring Aggrieved Employees to work off-the-clock without compensation, failing to pay proper overtime compensation, unlawful rounding practices, failure to properly calculate regular rates, and failure to accurately record all hours actually worked, Employers failed to pay Aggrieved Employees for all straight time wage, minimum wages and overtime compensation owed to them upon termination of their employment. Employers also failed to pay Aggrieved Employees for meal period premiums and rest period premiums they were owed, amongst other wages. Accordingly, Employers violated California Labor Code sections 201 and 202.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to California Labor Code sections 203 and 1199; and attorneys' fees and costs.

9. EMPLOYER'S OTHER VIOLATIONS OF THE CALIFORNIA LABOR CODE

Finally, pursuant to *Huff v. Securitas Security Services USA, Inc.* (2018) 25 Cal.App.5th 745 ("*Huff*"), as an Aggrieved Employee, Claimant has standing, and intends, on behalf of LWDA, to pursue civil penalties against Employer for any and all other Labor Code violations committed by Employer. In *Huff*, the California Court of Appeals held that an employee alleging a single violation of the Labor Code under PAGA may also bring PAGA claims against Employer for all other alleged Labor Code violations, even those suffered by other employees of the same employer. According to the *Huff* decision, Employee, as an "aggrieved" employee affected by at least one Labor Code violation may, and hereby does, pursue penalties on behalf of LWDA for unrelated Labor Code violations by Employer.

Employers are in direct violation of numerous California wage and hour laws including but not limited to said sections stated above. We hereby provide notice under the California Labor

Code Private Attorneys General Act of 2004, California Labor Code Sections 2698, et seq., and specifically ask for an investigation, or if the agency does not intend to investigate the alleged violations, a letter confirming the same so that we may allege a cause of action under PAGA against Employers for the violations discussed in this letter.

This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3. By law, an employee alleging a violation of one of the above referenced sections must notify his or her employer and the Labor and Workforce Development Agency (LWDA) before he or she can invoke the provisions of Sections 2699, et seq., by seeking redress in court. Cal. Lab. Code § 2699.3(a)(1). The LWDA must then notify the employer and the employee within 60 calendar days regarding whether it intends to investigate the alleged violation. Cal. Lab. Code § 2699.3(a)(2)(B). If the LWDA advises it will not investigate, or if no notice is provided within 65 calendar days, the employee may file a lawsuit invoking the provisions under Labor Code § 2699. Cal. Lab. Code § 2699.3(a)(2)(A). It is Claimant's intention to file a civil complaint and to bring the appropriate claims under California Labor Code § 2699 on behalf of themselves, the State of California and all Aggrieved Employees should your office not address Employers' alleged violations within this time.

If you have any questions or require additional information, please do not hesitate to contact my office. Thank you for your attention to this matter.

BLACKSTONE LAW

Karen Gold

Karen Gold, Esq.

cc: By U.S. Certified Mail, Return Receipt Requested

PetSmart, LLC
19601 N 27th Avenue
Pheonix, AZ 85027

PetSmart, LLC.
Attn: Corporate Creations Network Inc
Agent for Service of Process
5901 W Century Blvd, Suite 750
Los Angeles, CA 90045

EXHIBIT B

February 5, 2026

PAGA Claim Notice Via Online Electronic Submission

California Labor & Workforce Development Agency

800 Capitol Mall, Suite 5000 (MIC-55)

Sacramento, CA 95814

<https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

RE: *Jasmine Holman v. PetSmart LLC*

Dear Representative:

On September 1, 2023, pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* (“PAGA”), our office provided notice to the California Labor and Workforce Development Agency (“LWDA”) on behalf of Jasmine Holman (“Claimant”) that Claimant intends to bring a representative action seeking penalties for violations of the California Labor Code which are recoverable under PAGA with respect to her claims under the California Labor Code against PetSmart LLC (including any and all affiliates, subsidiaries, parents, directors, and officers thereof) (collectively referred to herein as “Employers”).

We write to inform you of this amended notice, which relates back to the notice dated September 1, 2023. This letter is being sent simultaneously to Employers by certified mail.

Employers employed Claimant from approximately May 2019 to July 2023 as a non-exempt, hourly-paid employee. During her employment with Employers, Claimant was employed as a Salon Manager and Pet Stylist at its location at 10363 Fairway Drive, Roseville, CA 95678.

Claimant is seeking penalties on behalf of herself and in a representative capacity on behalf of the State of California and all current and former hourly-paid and/or non-exempt employees who worked for Employers in the State of California during the relevant statutory period (“Aggrieved Employees”). This letter is being sent in compliance with California Labor Code section 2699.3 and shall serve as Claimant’s notice of the provisions of the California Labor Code alleged to have been violated, including the facts and theories in support thereof.

As detailed below, Employers violated several California Labor Code sections during Claimant’s employment, including but not limited to California Labor Code sections 98.6, 201, 202, 203, 204, 206, 206.5, 208, 210, 212, 213, 218, 218.5, 218.6, 221, 223, 224, 226, 226.3, 226.7, 227.3, 232, 233, 234, 246, 246.5, 247, 247.5, 248.5, 432.5, 510, 512, 551, 552, 558, 558.1, 1030, 1031, 1033, 1102.5, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 1199.5, 2698 *et seq.*, 2751, 2800, 2800.5, 2802, 2810.5,

6401.7, 6401.9, 6310, 6311, 6399.7, 6400, 6401, 6402, 6403, California Code of Regulations, and the Industrial Welfare Commission Wage Orders (“IWC Wage Orders”). The claims made on behalf of Claimant and Aggrieved Employees are based upon the following facts and theories:

1. FAILURE TO PAY FOR ALL TIME WORKED AND AT CORRECT RATES OF PAY, INCLUDING MINIMUM WAGES, STRAIGHT TIME WAGES, AND OVERTIME COMPENSATION

Employers have engaged in numerous unlawful practices which resulted in the failure to pay Claimant and other Aggrieved Employees for all time worked, and all time worked at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation.

California Labor Code sections 1194, 1197, and 1197.1 and IWC Wage Orders require employers to pay at least the legal minimum wage to their employees for all time worked. California Labor Code sections 510 and 1198 and IWC Wage Orders further require employers to pay no less than one and one-half times the regular rate of pay of the employee for hours worked in excess of eight (8) hours in one workday, for hours worked in excess of forty (40) hours in one workweek, and for the first eight (8) hours worked on the seventh day of work in any one workweek, and to pay no less than twice the regular rate of pay of the employee for hours worked in excess of twelve (12) hours in one workday and for any work in excess of eight (8) hours on any seventh day of a workweek.

California Labor Code section 221 provides that it is unlawful for any employer to collect or receive from an employee any part of wages previously paid to the employee. By engaging in the unlawful conduct alleged herein, including but not limited to failing to pay all wages earned for hours worked, failing to pay wages at the correct rate, and implementing policies and practices that effectively resulted in the deduction, withholding, or recoupment of earned wages, the Employers unlawfully collected, received, or retained wages that had been earned and/or paid to Aggrieved Employees, in violation of California Labor Code section 221.

California Labor Code section 223 provides that, where any statute or contract requires an employer to maintain the designated wage scale, it shall be unlawful to secretly pay a lower wage while purporting to pay the wage designated by statute or contract. By engaging in the unlawful conduct alleged herein, including by failing to pay wages no less than the applicable legal minimum, overtime wages, meal and rest break premiums, and lawful sick pay at the employees’ regular rate of pay as established by California Labor Code sections 226.7, 246, 510, 1194, and 1197, and sections 11 and 12 of the applicable IWC Wage Orders, as incorporated by California Labor Code section 1198, the Employers secretly paid a lower wage than designated by statute while purporting to pay the wages designated by statute, in violation of California Labor Code section 223.

California Labor Code section 224 permits only those wage deductions that are expressly authorized by law or by a valid written authorization from the employee. To the extent Employers made deductions, withholdings, or reductions from wages that were not authorized by statute or by a clear,

voluntary, and knowing written agreement executed by the Claimant or Aggrieved Employees, such deductions were unlawful and constitute violations of section 224.

Throughout the relevant time period, Employers regularly required Claimant and other Aggrieved Employees to perform work off-the-clock. This off-the-clock work included, amongst other things, requiring Claimant and other Aggrieved Employees to provide services to Employers, such as opening up the store, booting up the computers, turning on the lights, checking in dog parents, answering customer questions before clocking in, sending text and emails to employees after hours off their personal cell phone, handle issues when on meal and rest breaks, doing end of day tasks like throwing trash in the dumpster after clocking out, and walking close of day reports after their shift ended to the supervisor on shift. Employers failed to compensate Claimant and other Aggrieved Employees for any of this off-the-clock work, in violation of California law. Employers also automatically deducted 30 minutes from Claimants' and other Aggrieved Employees' time for a meal period even though they were required to continue working. Employers also directed Claimant and other Aggrieved Employees to log a 30-minute break before the fifth hour worked even though Claimant and other Aggrieved Employees were required to continue working. Yet Employers neither compensated them for such work nor counted the time spent working off the clock for purposes of calculating overtime.

In addition, Employers utilized time rounding practices that resulted in the systematic underpayment of wages, including minimum wages, straight time wages, overtime wages, meal period and rest break premiums and paid sick leave to Claimant and Aggrieved Employees.

Additionally, Employers regularly altered time and pay records to reduce or eliminate time worked, including overtime, meal periods and rest breaks, and penalties for missed or non-compliant meal periods and rest periods. As a result, Employers failed to pay Claimant and other Aggrieved Employees for all hours worked.

Employers also failed to accurately record the actual time worked by Claimant and Aggrieved Employees. Moreover, the uncompensated work described herein was often performed when Claimant and other Aggrieved Employees had already worked eight (8) hours in a day and/or forty (40) hours in week resulting in a failure to pay overtime compensation. Furthermore, Employers assigned more work than could reasonably be completed in a workday or workweek to Claimant and Aggrieved Employees, but refused to authorize the overtime necessary for them to complete the assigned work

Employers also failed to pay overtime to Claimant and Aggrieved Employees for all overtime hours worked based on regular rates of pay correctly calculated to include all applicable remuneration, including, for example, non-discretionary commissions, non-discretionary bonuses, and non-discretionary performance pay.

Employer also failed to pay reporting time pay as required by IWC Wage Order section 5 when it required Claimant and Aggrieved Employees to report to work but were not put to work or were furnished less than required number of hours of work.

As a result of the foregoing practices, Employers have failed to pay Claimant and other Aggrieved Employees for all wages earned and at the correct rates of pay. Accordingly, Employers violated IWC Wage Orders and California Labor Code sections 204, 221, 223, 224, 510, 1194, 1197, 1197.1, 1198, 1199, and 1199.5.

2. FAILURE TO PROVIDE MEAL PERIODS AND PAY MEAL PERIOD PREMIUMS

California Labor Code sections 226.7 and 512(a) require employers to provide employees with an opportunity to take an uninterrupted meal period of no less than thirty (30) minutes before the end of the fifth hour of work when an employee works more than five (5) hours in a day, and second meal period of no less than thirty (30) minutes must be provided before the end of the tenth hour of work when an employee works more than ten (10) hours in a day. When an employer fails to provide a meal period, an hour of pay at the employee's regular rate of compensation is owed to the employee. Cal. Lab. Code § 226.7(c).

During the relevant time period, Employers failed to provide Claimant and other Aggrieved Employees with legally compliant 30-minute meal periods. Claimant and other Aggrieved Employees were required by Employers to work more than five (5) hours per day, but were not provided with uninterrupted 30-minute meal periods. Additionally, Claimant and other Aggrieved Employees were not provided with a second uninterrupted 30-minute meal period when they worked over ten (10) hours per day. Employers regularly required Claimant and other Aggrieved Employees to work through their first and second meal periods, to take their first meal period after their fifth (5th) hour of work, and/or to take their second meal periods after their tenth (10th) hour of work. Meal periods, when provided, were oftentimes interrupted or cut short. Further, the Claimant and Aggrieved Employees' meal breaks were regularly short because they would often be requested to help with animals or perform other work while on break. Lastly, Employers directed Claimant and Aggrieved Employees to log a 30-minute break before the fifth hour worked even though Claimant and Aggrieved Employees were required to continue working, including in order to service customers.

Employers' policies, practices, and procedures were responsible for the violations alleged above and prevented Claimant and other Aggrieved Employees from taking timely, complete and duty-free meal periods because, amongst other reasons: (1) Employers did not have legally-compliant policies regarding the provision and timing of meal periods or systematically disregarded its own purported meal period policies; (2) Employers' management at various levels failed and refused to implement and enforce legally compliant meal period policies and practices; (3) Employers failed to adequately inform and train Claimant and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free meal periods; (4) Employers failed to adequately inform and train Claimant and other Aggrieved Employees about their right to premium wages for non-compliant meal periods; (5) Employers failed to ensure that there was adequate staffing to allow Claimant and other Aggrieved Employees to take timely, uninterrupted, and duty-free meal periods; (6) Employers required Claimant and other Aggrieved Employees to respond to work-related requests at all times, including during meal periods; and (7)

Employers' policy and culture prevented Claimant and other Aggrieved Employees from taking timely, uninterrupted, and duty-free meal periods because of the priority placed on maximizing profits over employees' right to receive timely, uninterrupted, and duty-free meal periods.

Claimant and other Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for the meal periods which were not provided to them in compliance with California law. Accordingly, Employers violated the applicable IWC Wage Orders and California Labor Code sections 226.7, 512(a) and 1198.

3. FAILURE TO AUTHORIZE AND PERMIT REST PERIODS AND PAY REST PERIOD PREMIUMS

California Labor Code section 226.7 requires employers to authorize and permit employees to take an uninterrupted rest period of no less than ten (10) minutes rest for every four (4) hours, or major fraction thereof, worked, and take recovery periods to prevent heat illness. When an employer fails to authorize and permit a rest period or recovery period, an hour of pay at the employee's regular rate of compensation is owed to the employee. Cal. Lab. Code § 226.7(c).

Employers failed to authorize and permit Claimant and other Aggrieved Employees to take legally-compliant 10-minute rest periods or afford recovery periods. Employers required Claimant and other Aggrieved Employees to work through rest periods. Claimant and Aggrieved Employees were not provided with uninterrupted, duty-free rest periods when they worked more than four (4) hours or a major fraction thereof. Further, Claimant and other Aggrieved Employees were not provided with a second uninterrupted, duty-free rest period when they worked more than six (6) hours in a day, or a third uninterrupted, duty-free rest period after working more than ten (10) hours in a day. In the rare event that a rest period was taken, it was frequently interrupted or cut short. Moreover, Claimant and other Aggrieved Employees were not completely relieved of duty as required by *Augustus v. ABM Security Services, Inc.*, 2 Cal.5th 257 (2016).

Employers' policies, practices, and procedures were responsible for the violations alleged above and prevented Claimant and other Aggrieved Employees from taking timely and complete rest and recovery periods because, amongst other reasons: (1) Employers did not have legally-compliant policies regarding the provision and timing of rest periods or systematically disregarded its own purported rest period policies; (2) Employers' management at various levels failed and refused to implement and enforce legally compliant rest period policies and practices; (3) Employers failed to adequately inform and train Claimant and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free rest periods; (4) Employers failed to adequately inform and train Claimant and other Aggrieved Employees about their right to premium wages for non-compliant rest periods; (5) Employers failed to ensure that there was adequate staffing to allow Claimant and other Aggrieved Employees to take timely, uninterrupted, and duty-free rest periods; (6) Employers required Claimant and other Aggrieved Employees to respond to work-related requests at all times, including during rest periods; (7) Employers' policy and culture prevented Claimant and other Aggrieved Employees from taking timely, uninterrupted,

and duty-free rest periods because of the priority placed on completing job requirements over employees' right to receive rest periods; (8) due to the press of business and/or lack of staffing, Claimant and other Aggrieved Employees routinely performed four consecutive hours of work without receiving a ten-minute rest period, or had their rest period delayed or interrupted; and (9) Claimant and other Aggrieved Employees' rest breaks were regularly interrupted because they were constantly called back to work.

Claimant and other Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for the rest and recovery periods which were not provided to them in compliance with California law. Accordingly, Employers violated the applicable IWC Wage Orders and California Labor Code sections 226.7 and 1198.

4. FAILURE TO TIMELY PAY WAGES DURING EMPLOYMENT

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Employers have failed to timely pay all wages earned because Claimant and other Aggrieved Employees were not paid all the wages they were owed including, *inter alia*, overtime compensation, straight time wages, minimum wages, travel time, holiday and vacation pay, paid sick leave, and meal and rest period premiums. Accordingly, Employers violated California Labor Code section 204(a).

California Labor Code section 206 further requires employers to pay all undisputed wages immediately when a wage claim is made, even if a portion of the wages is disputed. Employers violated section 206 by failing to timely pay undisputed wages owed to Claimant and other Aggrieved Employees, despite having no good-faith basis to dispute those portions of the wages.

Employers also violated California Labor Code section 208, which requires that wages be paid at the place of employment unless otherwise agreed. To the extent Employers required Claimant and other Aggrieved Employees to obtain their wages at locations or through methods not authorized by agreement or not reasonably accessible, such conduct constitutes a violation of Labor Code section 208.

Employers further violated California Labor Code sections 212 and 213, which regulate permissible methods of wage payment. Section 212 requires that wages paid by check or draft be negotiable and payable in cash on demand without discount, and section 213 authorizes direct deposit only with an employee's voluntary authorization and limits the use of certain alternative payment methods. To the extent Employers paid wages through methods that were not immediately negotiable, required employees to incur delays or burdens in accessing earned wages, or required employees to accept

particular payment methods without proper authorization, such conduct constitutes additional violations of sections 212 and 213.

5. FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

California Labor Code section 226(a) provides that an employer, semimonthly or at the time of each payment of wages, shall furnish to their employee 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, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of their social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

As a result of the practices described herein, the wage statements provided to Claimant and other Aggrieved Employees violated section 226(a)(1), (2), (4), (5), (6), (7) and (9). They failed to include the actual and total hours worked (including time spent working off-the-clock), the actual gross wages and net wages earned (including wages owed for time spent working off the clock and meal and rest period premiums), and the correct rates of pay. The wage statements provided to Claimant and other Aggrieved Employees also failed to include the name of the legal entity that employed Claimant and the Aggrieved Employees, all deductions, the inclusive dates of the pay period, and appropriate identifying employee information.

California Labor Code section 226(b) also provides that the employer shall afford current and former employees the right to inspect or receive a copy of records pertaining to their employment, and (c) an employer who receives a written or oral request to inspect or receive a copy of records pursuant to subdivision (b) pertaining to a current or former employee shall comply with the request as soon as practicable, but no later than 21 calendar days from the date of the request. Employers failed to comply with these requirements.

6. FAILURE TO TIMELY PAY ALL WAGES UPON TERMINATION OF EMPLOYMENT

California Labor Code sections 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 if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

During the relevant time period, upon the termination of employment (including but not limited to when they were temporarily laid off, laid off, discharged, and/or resigned), Claimant and other Aggrieved

Employees were not paid all wages due to them within twenty-four (24) hours or even within seventy-two (72) hours for those who resigned. Specifically, as a result of Employers' practices of requiring Claimant and other Aggrieved Employees to work off-the-clock without compensation, failing to pay proper overtime compensation, unlawful rounding practices, failure to properly calculate regular rates, and failure to accurately record all hours actually worked, Employers failed to pay Claimant and other Aggrieved Employees for all straight time wage, minimum wages and overtime compensation owed to them upon termination of their employment. Employers also failed to pay Claimant and other Aggrieved Employees for meal period premiums and rest period premiums they were owed, amongst other wages. Accordingly, Employers violated California Labor Code sections 201 and 202.

Additionally, Employers violated California Labor Code section 206.5, which prohibits employers from requiring employees to execute a release of wage claims as a condition of receiving wages due upon termination.

California Labor Code section 227.3 requires employers to pay all vested and accrued vacation wages at the time of separation. During the relevant time period, Employers failed to pay Claimant and other Aggrieved Employees all vested and accrued vacation wages at the time of separation, in violation of California Labor Code section 227.3.

7. FAILURE TO REIMBURSE NECESSARY EXPENDITURES

California Labor Code sections 2800 and 2802 require an employer to reimburse its employees for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. The IWC Wage Orders require employers to provide employees with the tools or equipment necessary for the performance of their job. During the relevant time period, Claimant and Aggrieved Employees incurred necessary business-related expenses and costs that were not fully reimbursed by Employers. These costs include but are not limited to the purchase and maintenance of grooming and other tools, clothing for job position, uniforms, mileage for travel, including but not limited to taking customers' pets to vet appointments when injured, and the usage of personal cell phones and related expenses for work-related purposes. Accordingly, Employers violated the IWC Orders and California Labor Code sections 2800 and 2802.

8. FAILURE TO MAINTAIN ACCURATE RECORDS

California Labor Code section 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than two years. During the relevant time period, Employers have failed to maintain accurate records relating to Claimant and other Aggrieved Employees' work periods, meal periods, total

daily hours worked, and total hours worked per payroll period. Accordingly, Employers violated the applicable IWC Wage Orders and California Labor Code sections 1198.5 and 1174(d).

California Labor Code section 1198.5 also provides for the proper maintenance and production of an employee's personnel records. Employers failed to comply with these requirements by failing to maintain the required records and/or failing to permit inspection or produce the records in the time required by the statute.

California Labor Code section 2810.5 requires that, at the time of hiring, employers provide employees with a written notice setting forth specific employment-related information, including the rate or rates of pay and the basis thereof, regular payday, employer name and contact information, and other required details. Section 2810.5 also requires that employers notify employees of any changes to the information set forth in the notice within seven calendar days, unless such changes are reflected on a timely wage statement or other writing required by law. During the relevant time period, Employers failed to provide the notice with all required information at the time of hire and/or failed to provide timely written updates when terms of employment changed.

Employers also violated California Labor Code section 2751, which requires employers to provide employees who are compensated in whole or in part by commissions or incentive-based compensation with a written contract setting forth the method by which commissions are computed and paid, and give a signed copy of the contract to every employee who is a party thereto and obtain a signed receipt for the contract. To the extent Employers failed to provide such written commission contracts to employees whose compensation included service-based incentives or percentage-of-service commissions, or failed to obtain signed receipts, such conduct constitutes a violation of section 2751.

9. FAILURE TO PROVIDE SUITABLE SEATING

California Labor Code section 1198 makes it illegal to employ an employee under conditions of labor that are prohibited by the applicable IWC Wage Order.

IWC Wage Order, including 7-2001 section 14(A) and California Code of Regulations, Title 8, section 11070(14)(A) provides that "[a]ll working employees shall be provided with suitable seats when the nature of the work reasonably permits the use of seats." Employers violated these regulations because Claimant and other Aggrieved Employees were not allowed to sit, even when the nature of their work would reasonably permit the use of seats, nor were they provided with suitable seats. Further, Employers designed the work spaces to require standing but could have designed the work spaces in a manner that would allow Claimant and other Aggrieved Employees to perform their duties while seated. Additionally, Employers failed to expressly advise Claimant and other Aggrieved Employees that they could utilize seats while performing their duties.

IWC Wage Order 7-2001 section 14(B) and California Code of Regulations, Title 8, section 11070(14)(B) provides that "[w]hen employees are not engaged in the active duties of their employment

and the nature of the work requires standing, an adequate number of suitable seats shall be placed in reasonable proximity to the work area and employees shall be permitted to use such seats when it does not interfere with the performance of their duties.” Employers did not place an adequate number of suitable seats within reasonable proximity to the work areas of Claimant and other Aggrieved Employees who perform duties whose nature require standing and therefore did not permit Claimant and other Aggrieved Employees to use those seats when not actively engaged in performing their standing duties (i.e., during “lulls in operation”), even though sitting would not interfere with the performance of their job duties.

Employers’ failure to provide suitable seating to Claimant and other Aggrieved Employees within reasonable proximity of their work areas and failure to permit them to use those seats when not actively engaged in their standing duties violates these regulations.

10. FAILURE TO AUTHORIZE AND PERMIT ALL LEGALLY REQUIRED AND LEGALLY COMPLIANT LACTATION ACCOMMODATION BREAKS AND/OR FAILURE TO PAY LACTATION ACCOMODATION PREMIUMS

California Labor Code sections 226.7, 1030, 1031, 1033, California Code of Regulations and applicable IWC Wage Orders, require every employer to provide a reasonable amount of break time to accommodate an employee’s desire to express breast milk for the employee’s infant child each time the employee needs to express milk, and requires that an employer provide an employee with a room or location for the employee to express milk in private, which shall:

- (a) not be a bathroom, shall be in close proximity to the employee’s work area, shielded from view and free from intrusion while the employee is expressing milk;
- (b) shall be safe, clean, and free of hazardous materials as defined in California Labor Code section 6382;
- (c) shall contain a surface to place a breast pump and personal items;
- (d) shall contain a place to sit; and
- (e) shall have access to electricity or alternative devices, including, but not limited to, extension cords or charging stations, needed to operate an electric or battery-powered breast pump.

California law also requires the employer to provide access to a sink with running water and a refrigerator suitable for storing milk in close proximity to the employee’s workspace or other suitable colling device if a refrigerator cannot be provided. If an employer fails to provide reasonable break time or adequate space to express milk, the employer must pay the employee an additional hour of pay at the employee’s regular rate for each workday the adequate space or reasonable time is not provided. Cal. Lab. Code §§ 1033, subd. (a), 226.7, subd. (c).

Employers employed policies, practices, and/or procedures or lack of such policies, practices, and/or procedures which resulted in their failure to provide reasonable break time for lactation or a room which complied with the requirements of California law, including but not limited to, the room not being

private and shielded from view or free from intrusion while the employee is expressing milk. For example, the room where employees were permitted to express milk (a) had no blinds or other forms of shielding view of the inside of the room; (b) had no locking mechanism on the door(s); and (c) which other employees were permitted to enter the room while employees were expressing milk. Additionally, the room, was not safe, clean, and free of hazardous materials as defined in California Labor Code section 6382; did not contain a surface to place a breast pump and personal items; did not contain a place to sit; and did not have access to electricity or alternative devices, including, but not limited to, extension cords or charging stations, needed to operate an electric or battery-powered breast pump.

Additionally, Employers failed to pay an additional hour of pay at their regular rate of compensation for each workday the employees did not receive all legally required and compliant lactation periods, i.e., legally compliant time or space. Employers employed policies and procedures which ensured that employees did not receive any lactation period premium wages to compensate them for workdays in which they did not receive all legally required and compliant lactation periods.

The aforementioned policies, practices, and/or procedures of Employers resulted in the failure to provide all legally required and compliant lactation periods and/or not receiving premium wages to compensate them for such instances, all in violation of California law.

11. HEALTH AND SAFETY RELATED VIOLATIONS

California Labor Code section 6401.7 requires every employer to establish, implement, and maintain an effective injury prevention program. California Labor Code section 6401.9 requires California employers to adopt a comprehensive Workplace Violence Prevention Plan (WVPP), train employees on workplace violence, log safety incidents, and conduct periodic inspections to evaluate workplace violence hazards.

Claimant alleges that Employers did not comply with Employers' responsibilities and duties under California Labor Code sections 6401.7 and 6401.9. Employers (1) failed to establish, implement, and maintain an effective injury prevention program; (2) failed to adopt a compliant Workplace Violence Prevention Plan; (3); failed to train Claimant and other aggrieved California-based hourly non-exempt employees in workplace violence and injury prevention; (4) failed to log safety incidents; and (5) failed to conduct compliant periodic inspections. Claimant believes these failures were willful and intentional. Claimant also believes these failures were malicious, fraudulent, or oppressive.

California Code of Regulations, title 8, section 3396 requires employers operating indoor places of employment to establish, implement, and maintain an effective Indoor Heat Illness Prevention Plan ("HIPP"). This includes evaluating indoor temperature and heat index levels; providing access to cool-down areas; supplying adequate drinking water; allowing preventative cool-down rest breaks; implementing appropriate emergency response procedures; and providing effective training to employees regarding heat-illness prevention and response. During the relevant time period, Employers failed to implement and maintain a compliant Indoor Heat Illness Prevention Plan, failed to monitor indoor

temperature or heat index levels, failed to provide required cool-down areas, water, and training, and otherwise failed to comply with section 3396.

California Labor Code section 6400 requires employers to furnish employment and places of employment that are safe and healthful for employees. Section 6401 requires employers to provide and use safety devices, safeguards, practices, and methods reasonably adequate to render employment safe. Section 6402 prohibits employees from interfering with safety devices, and section 6403 makes it unlawful for an employer to violate any occupational safety standard or fail to perform any duty required by law related to workplace safety. Employers violated these provisions by failing to provide and maintain safe work conditions, safety devices, and safeguards, and by permitting unsafe working conditions and practices in violation of required safety standards.

California Labor Code section 6399.7 requires employers to post, provide, and communicate safety information required by Cal/OSHA regulations. Employers failed to post or otherwise provide the required safety information and notifications concerning indoor heat hazards, heat-illness prevention, and related workplace-safety obligations.

12. FAILURE TO PROVIDE AND PAY PAID SICK LEAVE

California Labor Code section 246 requires employers to provide eligible employees with paid sick leave, to accrue such leave at the statutory rate, to make accrued sick leave available for use, to compensate employees for sick leave at the correct rate of pay, and to provide notice of available sick leave balances either on itemized wage statements or through a separate written document issued on payday.

California Labor Code section 246.5 sets forth the permissible uses of paid sick leave, limits on use, and prohibits retaliation or adverse action against employees for using or attempting to use paid sick leave. California Labor Code sections 247 and 247.5 further require employers to (1) conspicuously post notices advising employees of paid sick leave rights, and (2) provide employees with written notice of available sick leave balances on their wage statements or a separate document provided on each payday. California Labor Code section 248.5 establishes civil penalties and enforcement procedures for violations of the paid sick leave law.

Claimant alleges that Employers failed to comply with these requirements under Labor Code sections 246, 246.5, 247, 247.5, and 248.5. Specifically, Employers failed to provide accurate notice of available sick leave balances; failed to post or distribute required sick-leave notices; failed to protect employees from retaliation; and failed to pay sick leave at the proper statutory rate, including the regular rate of pay or the 90-day look-back average rate required by section 246(l).

The aforementioned policies, practices, and/or procedures resulted in Claimant and other Aggrieved Employees not being provided with all legally required and compliant paid sick leave benefits, not receiving sick leave wages at the correct rate or within the required time, and being subjected to

unlawful discipline or retaliation for using paid sick leave, all in violation of the above-referenced provisions.

13. FAILURE TO PROVIDE KIN CARE AND UNLAWFUL ATTENDANCE POLICIES

California Labor Code section 233 (“Kin Care”) requires employers to permit employees to use at least one-half of their accrued sick leave to care for covered family members. California Labor Code section 234 prohibits the use of attendance or point-based disciplinary policies that discipline or otherwise retaliate against employees for lawful use of sick leave protected under section 233.

California Labor Code section 234 prohibits employers from enforcing attendance or point-based disciplinary policies that count protected sick leave taken under section 233 as an absence that may lead to discipline, discharge, or other adverse action.

Defendants violated Labor Code sections 233 and 234 by maintaining and enforcing attendance and/or disciplinary policies that penalized Claimant and other Aggrieved Employees for using statutorily protected paid sick leave and/or kin-care leave, and by failing to allow employees to use accrued sick leave to care for covered family members.

As a result of these policies and practices, Claimant and other Aggrieved Employees were discouraged from using protected sick or kin-care leave, were subjected to disciplinary consequences for lawful leave use, and were denied the full protections and benefits mandated under Labor Code sections 233 and 234.

14. FAILURE TO PROVIDE A DAY OF REST

California Labor Code section 551 guarantees employees “one day’s rest in seven,” and section 552 prohibits employers from requiring, causing, or permitting employees to work more than six days in seven.

Claimant alleges that during the relevant PAGA period, Employers failed to comply with these requirements by routinely scheduling Claimant and other Aggrieved Employees without providing the mandated day of rest, and by suffering or permitting them to work more than six consecutive days in a workweek. Employers also failed to adequately inform Claimant and other Aggrieved Employees of their statutory right to a weekly day of rest.

As a result of these policies and practices, Employers failed to ensure that Claimant and other Aggrieved Employees received the weekly day of rest to which they were entitled, in violation of Labor Code sections 551 and 552.2.

15. RETALIATION

California Labor Code section 98.6 prohibits employers from discharging, disciplining, retaliating, discriminating, or taking any adverse action against an employee for exercising rights under the Labor Code, including complaining about wages, hours, or other working conditions. To the extent Employers delayed or withheld final wages in response to Claimant or other Aggrieved Employees' inquiries or assertions of their rights under the Labor Code, such conduct further violated Labor Code section 98.6.

California Labor Code section 1102.5 prohibits employers from retaliating against an employee for disclosing information the employee reasonably believes evidences a violation of state or federal law, for refusing to participate in conduct the employee reasonably believes to be unlawful, or for making internal or external complaints regarding potentially unlawful practices. To the extent Employers discouraged, penalized, or took adverse action against Claimant or other Aggrieved Employees for raising concerns regarding wage practices, reporting suspected Labor Code violations, or asserting their statutory rights, such conduct constitutes a violation of section 1102.5

California Labor Code section 232 prohibits employers from disciplining, discharging, or otherwise retaliating against employees for disclosing or discussing their wages and prohibits employers from requiring employees to refrain from discussing wages or from signing agreements that waive this right. To the extent Employers maintained policies and practices that prohibited or discouraged Claimant or other Aggrieved Employees from discussing their wages or required nondisclosure of wage information, such conduct constitutes an additional violation of section 232.

California Labor Code section 6310 prohibits retaliation against employees who complain about workplace-safety hazards, participate in Cal/OSHA investigations, or engage in other protected safety-related activities. Section 6311 prohibits retaliation against employees who refuse to perform work in violation of safety standards or that would create a substantial danger to themselves or others. Employers violated sections 6310 and 6311 by maintaining policies and practices that discouraged or penalized employees for raising safety concerns, reporting hazardous conditions, or refusing dangerous work.

As a result of the foregoing practices, Employers violated Labor Code sections 98.6, 1102.5, 232, 6310, and 6311.

16. EMPLOYER'S OTHER VIOLATIONS OF THE CALIFORNIA LABOR CODE

Finally, pursuant to *Huff v. Securitas Security Services USA, Inc.* (2018) 25 Cal.App.5th 745 ("*Huff*"), as an Aggrieved Employee, Claimant has standing, and intends, on behalf of LWDA, to pursue civil penalties against Employers for any and all other California Labor Code violations committed by Employers. In *Huff*, the California Court of Appeals held that an employee alleging a single violation of the California Labor Code under PAGA may also bring PAGA claims against Employers for all other alleged California Labor Code violations, even those suffered by other employees of the same employer. According to the *Huff* decision, Claimant, as an "aggrieved" employee affected by at least one California Labor Code violation may, and hereby does, pursue penalties on behalf of LWDA for unrelated California Labor Code violations by Employers.

Employers are in direct violation of numerous California wage and hour laws including but not limited to said sections stated above. We hereby provide notice under the California Labor Code Private Attorneys General Act of 2004, California Labor Code Sections 2698, et seq., and specifically ask for an investigation, or if the agency does not intend to investigate the alleged violations, a letter confirming the same so that we may allege a cause of action under PAGA against Employers for the violations discussed in this letter.

If you have any questions or require additional information, please do not hesitate to contact my office. Thank you for your attention to this matter.

BLACKSTONE LAW

A handwritten signature in black ink, appearing to read 'Alexandra Rose', written over a horizontal line.

Alexandra Rose, Esq.

cc: By E-Mail and U.S. Certified Mail, Return Receipt Requested

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF PLACER

I, Lorena Bautista, certify and declare as follows:

I am over eighteen years of age and not a party to the within action; my business address is 8383 Wilshire Blvd, Suite 745, Beverly Hills, California 90211. On March 17, 2026, I served a copy of the following document(s):

• **FIRST AMENDED CLASS & REPRESENTATIVE ACTION COMPLAINT**

on the interested parties as follows:

Amy S. Williams

August V. Pearson

CDF LABOR LAW LLP

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Attorneys for Defendant PETSMART LLC

☒ **BY ELECTRONIC MAIL (E-MAIL):** I caused said document(s) to be delivered electronically to be delivered to the above referenced addressee(s) via email from email address lbautista@blackstonepc.com pursuant to California Code of Civil Procedure section 1010.6(e)(1). I did not receive any electronic message or other indication that the transmission was unsuccessful.

☒ **BY ONLINE SUBMISSION:** The above-referenced documents were transmitted to the California Labor and Workforce Development Agency through the online system established for the submission of notices and documents, in conformity with California Labor Code section 2699(I). I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

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

Executed on March 17, 2026 at Beverly Hills, California.

/s/ Lorena Bautista
Lorena Bautista