

MESSRELIAN LAW INC.

Harout Messrelian, Esq., SB# 272020
500 N. Central Ave., Suite 840
Glendale, California 91203
Telephone: (818) 484-6531
Facsimile: (818) 956-1983
Email: hm@messrelianlaw.com

Electronically FILED by
Superior Court of California,
County of Los Angeles
5/13/2024 6:18 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By A. Ilieva, Deputy Clerk

Attorneys for Plaintiff Sabine Roseman

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

SABINE ROSEMAN,

Plaintiff,

vs.

WAGS AND WALKS; LESLEY BROG;
and DOES 1 to 25, inclusive,

Defendants.

) CASE NO.: **24SMCV02258**

) **COMPLAINT FOR DAMAGES FOR:**

) **1) FAILURE TO COMPENSATE FOR**
) **ALL HOURS WORKED;**

) **2) FAILURE TO PAY MINIMUM**
) **WAGES;**

) **3) FAILURE TO PAY OVERTIME;**

) **4) FAILURE TO PROVIDE**
) **ACCURATE ITEMIZED WAGE**
) **STATEMENTS;**

) **5) FAILURE TO PAY WAGES WHEN**
) **EMPLOYMENT ENDS;**

) **6) FAILURE TO PAY WAGES OWED**
) **EVERY PAY PERIOD;**

) **7) FAILURE TO GIVE REST BREAKS;**

) **8) FAILURE TO GIVE MEAL BREAKS**

) **9) PRIVATE ATTORNEYS GENERAL**
) **ACT ("PAGA");**

) **10) FAILURE TO REIMBURSE FOR**
) **BUSINESS EXPENSES;**

) **11) RETALIATION IN VIOLATION OF**
) **LABOR CODE SECTION 1102.5;**

) **12) WRONGFUL TERMINATION IN**
) **VIOLATION OF PUBLIC POLICY;**

) **13) VIOLATION OF CALIFORNIA**
) **BUSINESS AND PROFESSIONS**
) **CODE SECTION 17200.**

) **DEMAND FOR JURY TRIAL**

COMES NOW Plaintiff, SABINE ROSEMAN (hereinafter “Plaintiff”), and alleges as follows:

PARTIES, JURISDICTION, VENUE

1. Jurisdiction and Venue are proper in this Court and this action is properly filed in the County of Los Angeles in this judicial district because Defendants WAGS AND WALKS; LESLEY BROG; and DOES 1 to 25, inclusive, do business in the County of Los Angeles and because Defendants’ obligations and liabilities arise therein, and because the work that was performed by Plaintiff in the County of Los Angeles is the subject of this action. Moreover, Plaintiff’s damages sought herein exceed \$25,000.

2. Plaintiff is a female resident of the County of Los Angeles, State of California.

3. Plaintiff is informed and believes that at all times herein mentioned, Defendant WAGS AND WALKS is and was a California corporation, doing business in Los Angeles County, and which employed Plaintiff.

4. Plaintiff is informed and believes that at all times herein mentioned, Defendant LESLEY BROG is and was a female resident of the State of California, and the owner, principal, director, and/or managing agent of WAGS AND WALKS. Defendant LESLEY BROG is being included in this lawsuit pursuant to Labor Code Section 558.1 in that she was involved in the day-to-day operations of the business and controlled the wages, hours, and/or working conditions of Plaintiff and other similarly situated hourly, non-exempt employees. WAGS AND WALKS, LESLEY BROG, and DOES 1 to 25, inclusive are collectively referred to as “Defendant(s)” or “WAGS AND WALKS”.

5. Plaintiff is ignorant of the true names and capacities, whether individual, corporate, or

1 associate of those defendants fictitiously sued as DOES 1 to 25, inclusive, and so Plaintiff sues
2 them by these fictitious names. Plaintiff is informed and believes that each of the DOE
3 defendants, numbers 1 to 25, reside in the State of California and are in some manner
4 responsible for the conduct alleged herein. Upon discovering the true names and capacities of
5 these fictitiously named defendants, Plaintiff will amend this complaint to show the true names
6 and capacities of these fictitiously named defendants.

7
8 6. Unless otherwise alleged in this complaint, Plaintiff is informed, and on the basis of
9 that information and belief, alleges that at all times herein mentioned, each of the remaining
10 codefendants, in doing the things hereinafter alleged, were acting within the course, scope, and
11 under the authority of their agency, employment, or representative capacity, with the consent
12 of his/her codefendants.

13 GENERAL ALLEGATIONS

14
15 7. Plaintiff's employment with WAGS AND WALKS started several years ago as a
16 medical team member. Plaintiff's employment ended on or around July 2023. During her
17 employment tenure, Plaintiff was classified as an hourly, non-exempt employee.

18 8. In the case of Huff v. Securitas Sec. Servs. USA, Inc., 23 Cal. App. 5th 745 (2018),
19 Plaintiff, Huff, was employed as a security guard for the Defendant Employer, Securitas
20 Security Services USA, Inc., an onsite security provider. After about a year of employment,
21 Huff resigned. Huff then filed suit against Securitas under PAGA. In his claim, Huff
22 specifically alleged violations to the Labor Code requiring immediate payment of wages upon
23 termination of employment and weekly payment of wages to temporary employees. The trial
24 court determined Huff was not a temporary employee, and therefore, lacked standing to bring
25 the claim. Thus, Securitas was granted a motion for summary judgement. Later, the trial court
26 granted Huff a new trial. Securitas then appealed the grant of a new trial. On appeal, the issue
27 was whether Huff could bring a PAGA claim and sue for Labor Code violations that did not
28 directly affect him. Securitas unsuccessfully argued that the PAGA statute only allows the

1 PAGA representative to sue for violations that the representative has personally suffered. The
2 PAGA statute states that an “aggrieved employee” is able to file suit on behalf of themselves
3 and others. The statute also states that an “aggrieved employee” is “any person who was
4 employed by the alleged violator and against whom one or more of the alleged violations was
5 committed.” Because at least one of the violations that Huff had alleged had affected him
6 personally, the Court of Appeal denied Securitas’ motion.

7 9. In sum, since PAGA allows Plaintiffs to bring suit on behalf of both themselves and
8 other employees, it allows for suits broader than the specific violations the named employee
9 experienced. Therefore, even if the employee did not personally experience the Labor Code
10 violations, the employer may still be liable to under PAGA. Consequently, it is Plaintiff’s
11 position that Plaintiff can equivocally bring the following labor code violations on behalf of all
12 other employees, including ALL hourly, non-exempt employees and those employees who
13 were improperly classified as 1099 independent contractors and who worked for WAGS AND
14 WALKS in the State of California during the relevant PAGA period.

15 10. It is Plaintiff’s position that WAGS AND WALKS has violated the following Labor
16 Code Sections against Plaintiff and other similarly situated aggrieved employees, who include
17 all non-exempt, hourly employees and those misclassified as independent contractors who
18 worked for WAGS AND WALKS in the State of California during the relevant PAGA period.

19 11. WAGS AND WALKS committed numerous labor code violations as follows:

20 12. WAGS AND WALKS also violated Labor Code § 1194, 1194.2, 1197, and 1197.1
21 because it failed to pay Plaintiff and other similarly situated aggrieved employees for all hours
22 worked, including the statutory minimum wage for all hours worked and for “off the clock”
23 work. This is so for various reasons, including the fact that Plaintiff was not compensated
24 whatsoever for her on-call time and her time in partaking in the emergency triaging and outreach
25 line. Despite the fact that Plaintiff was under the control of the employer and in charge of
26 responding to the emergency line/crisis line, Plaintiff was not compensated at all in violation of
27 California’s minimum wage laws. Furthermore, the company had a policy and practice of “time
28

1 shaving” and rounding down work hours, which is akin to a minimum wage violation in that
2 Plaintiff and others were not paid for all hours worked. Moreover, and to the extent that Plaintiff
3 and others worked through meal periods, they were not compensated for this time, which is akin
4 to a minimum wage violation. In addition, it is important to note that Plaintiff was misclassified
5 as a salaried, exempt employee during her employment tenure and as such did not receive
6 compensation for all hours worked, including overtime compensation.

7 13. Due to the above violations, and specifically the “off the clock” work, WAGS AND
8 WALKS also violated Labor Code §510 because it failed to pay Plaintiff and other aggrieved
9 employees overtime and double time compensation, even though they worked and/or were under
10 the control of the employer for more than 8 hours per day, 12 hours per day, and/or 40 hours per
11 week throughout their employment. Plaintiff’s and other aggrieved employees’ actual work
12 hours and “on call” time entitled them to overtime compensation, however, WAGS AND
13 WALKS did not compensate its hourly, non-exempt employees with the proper and correct
14 overtime as a matter of company policy. Furthermore, WAGS AND WALKS failed to include
15 bonuses/incentive payments in calculating employees’ regular rate of pay for use in deciphering
16 the correct overtime rate of pay. Additionally, the incentive and bonus payments were also not
17 factored into employees’ regular rate for purposes of receiving meal and rest break premiums
18 per the Ferra v. Loews case.

19 14. WAGS AND WALKS also violated Labor Code § 226.7 and the appropriate Industrial
20 Welfare Commission Wage Order no. 4/5 because it failed to provide Plaintiff and other
21 similarly situated aggrieved employees with 10-minute rest periods for every four hours of work,
22 or majority portion thereof, throughout their employment. WAGS AND WALKS did not
23 completely relieve Plaintiff and others of all duty during said rest periods. WAGS AND
24 WALKS did not pay to Plaintiff and others one additional hour of pay at Plaintiff’s regular rate
25 of compensation for each workday that one or more statutory rest periods was not provided. It
26 was not part of the company policy for employees such as Plaintiff to take two 10-minute,
27 uninterrupted rest breaks throughout their shift. The concept of rest breaks was not fully and
28

consistently implemented as it was not company policy. As such, Plaintiff did not take consistent statutory rest breaks during her employment. As such, the culture as well as the policies and procedures of WAGS AND WALKS did not lend itself to the employees receiving consistent statutory rest breaks wherein they were relieved of all work duties. The environment at WAGS AND WALKS was not conducive to receiving multiple statutory rest breaks under California law and timely, statutory rest breaks were not authorized or enforced.

15. WAGS AND WALKS violated Labor Code §§ 512 and 226.7 and the appropriate Industrial Welfare Commission Wage Order no. 4/5 because it failed to provide hourly, non-exempt employees, including Plaintiff and others, the requisite 30-minute, uninterrupted meal periods for every five (5) hours of work throughout their employment. WAGS AND WALKS did not completely relieve Plaintiff and other employees of all duty during said meal periods. WAGS AND WALKS did not pay to Plaintiff and its hourly, non-exempt employees one additional hour of pay at their regular rate of compensation for each workday that one or more statutory meal periods was not provided. Plaintiff did not consistently receive meal breaks during her employment tenure. For instance, on May 14, 2023, Plaintiff's time records indicate that Plaintiff worked from 8:22am to 4:22pm, however, she took no meal breaks and no rest breaks and did not clock out for any meal or rest breaks. Similarly, on May 8, 2023, Plaintiff clocked in at 8:03am and clocked out at 4:03pm, however, she did not clock out for or receive meal or rest breaks that day. Like the rest breaks, receiving a thirty-minute uninterrupted and timely meal break was not part of the company culture and was not enforced by WAGS AND WALKS. Furthermore, WAGS AND WALKS did not keep track of any meal break times. Consequently, it was the normal practice and custom of WAGS AND WALKS not to authorize, permit, and enforce timely statutory meal periods. If WAGS AND WALKS had Plaintiff sign a meal period waiver, it would not be valid and enforceable since Plaintiff and others generally worked more than a 6-hour shift in a day. If WAGS AND WALKS had Plaintiff sign an on-duty meal period agreement wherein Plaintiff agreed to work through the meal periods, it would be invalid and unenforceable because the nature of Plaintiff's job as medical staff does not and did not prevent her from taking a meal period and the company could have hired "breakers" to relieve Plaintiff of her duties so that she can actually take a timely, uninterrupted meal period. Moreover, any

1 such “on duty” meal period agreement did not allow for Plaintiff to revoke such an agreement
2 even if it was signed. As such, Plaintiff and others did not receive statutory, timely meal periods
3 during their employment. If WAGS AND WALKS argues that Plaintiff and others were paid for
4 taking their meal breaks since they were on the clock, the latter would still constitute an injury
5 to Plaintiff and others because they were not able to take an uninterrupted break wherein they
6 can rest, eat, and are relieved of all duties. To the extent that WAGS AND WALKS argues that
7 employees receive meal break premium pay for missed, short, or late meal periods, that argument
8 is inconsequential for PAGA penalty purposes since the PAGA penalties are for the violations
9 themselves, irrespective of whether an employee received the premium payment for a missed,
10 short, or interrupted meal period. In *Kirby v. Immoos Fire Protection, Inc.*, the Court stated,
11 “section 226.7 does not give employers a lawful choice between providing *either* meal and rest
12 breaks *or* an additional hour of pay.” *See Kirby v. Immoos Fire Protection, Inc.*, (2012) 53
13 Cal.4th 1244, 1256 (emphasis in original). Thus, the extra hour of pay does not excuse the
14 violation; the employer has still committed a violation even if the remedy for the violation has
15 been paid. *See Wert v. U.S. Bancorp*, (S.D. Cal. Mar. 22, 2016, 2016 WL 1110302 at *4). As
16 such, the work environment and culture at WAGS AND WALKS was not conducive to receiving
17 consistent, timely, statutory meal breaks under California law. Moreover, any meal or rest break
18 premiums paid were not compensated at the weighted average regular rate, inclusive of bonuses
19 and/or incentive payments as well as overtime compensation.

20 16. Furthermore, during the relevant time period, and due to the above labor code violations,
21 WAGS AND WALKS failed to pay Plaintiff and other similarly situated aggrieved employees
22 all wages due to them within any time period specified by California Labor Code section 204.
23 WAGS AND WALKS was also in violation of California Labor Code section 226(a) by failing
24 to include pertinent information on the wage statements, including but not limited to, the correct
25 hourly rate, all hours worked, overtime hours worked, all earned tips, correct overtime pay, gross
26 wages earned, net wages earned, premium pay for missed meal and rest breaks, all deductions,
27 the correct start and end of the pay period, all employee identifying information, the correct and
28 complete name and address of the legal employer, and reimbursement for business expenses,
among others. As such, WAGS AND WALKS did not provide Plaintiff and other similarly

1 situated aggrieved employees with complete, accurate itemized wage statements.

2 17. During the relevant time period, WAGS AND WALKS also failed to keep accurate and
3 complete payroll records showing the actual hours worked per day (including meal periods) and
4 the wages paid to Plaintiff and others pursuant to California Labor Code sections 1174(d).

5 18. WAGS AND WALKS also violated Labor Code § 203 because it willfully failed to pay
6 Plaintiff and other similarly situated aggrieved employees earned and due wages upon separation
7 of employment, either immediately upon involuntary termination, or within 72 hours of
8 resignation. These earned but unpaid wages include compensation for all hours worked,
9 including minimum wages, overtime compensation, and premium pay for missed meal and rest
10 breaks.

11 19. During the relevant time period, Plaintiff and other aggrieved employees incurred
12 necessary, business-related expenses and costs that were not reimbursed by WAGS AND
13 WALKS. These costs include, but are not limited to, use of personal cell phones for work
14 purposes to effectuate job duties as well as use of home internet and computers. Accordingly,
15 WAGS AND WALKS was in violation of California Labor Code sections 2800 and 2802.

16 20. Furthermore, WAGS AND WALKS did not provide for any sick pay that was also
17 delineated on employee pay stubs and also failed to provide proper sick leave in violation of
18 Labor Code sections 233 and 246. Moreover, WAGS AND WALKS failed to provide worker's
19 compensation in contravention of Labor Code section 3700.5.

20 21. Furthermore, Plaintiff would have individual claims for retaliation pursuant to Labor
21 Code section 1102.5 and wrongful termination in violation of public policy in that Plaintiff was
22 wrongfully terminated and retaliated against after complaining of illegal conduct at the
23 workplace, including Plaintiff questioning the mismanagement of donations and complaining
24 about illegal medical practices on-site, including the fact that medical treatment, sedations, and
25 diagnoses of shelter animals were being conducted without a veterinarian present on site.

26 22. Furthermore, Plaintiff believes Defendants have also violated Labor Code
27 Section 558 and has engaged in business practices which violate Business and Professions
28

1 Code Section 17200.

2 23. Each of the aforementioned violations, except the violations for inaccurate pay
3 statements under Labor Code section 226(a), is among the enumerated serious violations set
4 forth in Labor Code § 2699.5, for which there is no statutory right to cure.

5 **FIRST CAUSE OF ACTION**

6 **FAILURE TO COMPENSATE FOR ALL HOURS WORKED**

7 **(California Industrial Welfare Commission Order 4-2001/5-2001, California Code of**
8 **Regulations Title 8 Section 11040/11050, and California Labor Code Section 1198)**

9 **(Plaintiff against all named defendants and all DOE defendants)**

10 24. Plaintiff re-alleges and incorporates by reference each and every allegation in
11 paragraphs 1 through 23, inclusive, of this Complaint as though fully set forth herein.

12 25. At all times relevant herein, Defendants were required to compensate its employees for
13 all hours worked upon reporting for work at the appointed time stated by the employer
14 pursuant to Industrial Welfare Commission Order 4-2001/5-2001, California Code of
15 Regulations, Title 8, Section 11040/11050.

16 26. For the three (3) years preceding filing of this action, Defendants failed to compensate
17 Plaintiff for all hours worked.

18 27. Under the aforementioned wage order and regulations, Plaintiff is to recover
19 compensation for all hours worked but not paid by Defendants for the three (3) years
20 preceding the filing of this Complaint.

21 28. As a proximate result of the aforementioned violations, Plaintiff has been damaged in
22 an amount according to proof at time of trial, but in an amount in excess of the jurisdiction of
23 this Court.

24 29. Defendants' conduct described herein violates Labor Code Section 512, 558, 1194, and
25 1198. Therefore, pursuant to Labor Code Sections 218.5, 512, 558, and 1194, Plaintiff is
26 entitled to recover damages for the nonpayment of wages for all hours worked, penalties, plus
27 reasonable attorney's fees and costs of suit.
28

1 30. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
2 along with any allowable interest, penalties, attorney's fees, and costs which will equal an
3 amount known to Plaintiff once she has obtained all of her payroll records from
4 Defendants.

5 **SECOND CAUSE OF ACTION**

6 **FAILURE TO PAY MINIMUM WAGES**

7 **(California Labor Code Sections 1194, 1194.2, 1197)**

8 **(Plaintiff against all named defendants and all DOE defendants)**

9 31. Plaintiff re-alleges and incorporates by reference each and every allegation in
10 paragraphs 1 through 30, inclusive, of this Complaint as though fully set forth herein.

11 32. Pursuant to Labor Code Sections 1194, 1194.2 and 1197, it is unlawful for an employer
12 to suffer or permit a California employee to work without paying wages at the minimum wage
13 rate for all hours worked as required by the applicable Industrial Welfare Commission
14 (hereinafter "IWC") Wage Order No. 4-2001/5-2001, codified at California Code of
15 Regulations, Title 8, Section 11040/11050, subdivision 4.

16 33. Pursuant to IWC Wage Order no. 4-2001/5-2001, subdivision 2(K)/(H), at all relevant
17 times, "hours worked" included "the time during which an employee is subject to the control of
18 an employer, and includes all the time the employee is suffered or permitted to work, whether
19 or not required to do so..."

20 34. During her employment, Plaintiff was regularly required as a matter of uniform
21 policy and practice to work, and in fact worked, as an employee of Defendants and Plaintiff
22 was paid less than the minimum wage rate by Defendants for hours worked in violation of
23 California Labor Code Section 1197 and the applicable California Industrial Wage
24 Commission wage order(s).

25 35. Plaintiff was, at all relevant times, under the control of Defendants and suffered or
26 permitted to work by Defendants. Defendants' acts or omissions in failing to adequately
27 compensate Plaintiff were not in good faith nor were there reasonable grounds for Defendants
28

1 to believe that their acts or omissions were not contrary to California law.

2 36. For all hours worked by Plaintiff for which she was paid less than the minimum wage
3 rate by Defendants, Plaintiff is entitled to not less than the applicable California minimum
4 wage rate and, pursuant to Labor Code Section 1194.2(a), liquidated damages in an amount
5 equal to unpaid minimum wages and interests thereon. Pursuant to Labor Code Section 1194,
6 Plaintiff is also entitled to attorney's fees, costs and interests according to proof.

7 37. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
8 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
9 trial.

10
11 **THIRD CAUSE OF ACTION**

12 **FAILURE TO PAY OVERTIME**

13 **(California Industrial Welfare Commission Order 4-2001/5-2001, California Code of**
14 **Regulations Title 8 Section 11040/11050; California Labor Code Section 510)**

15 **(Plaintiff against all named defendants and all DOE defendants)**

16 38. Plaintiff re-alleges and incorporates by reference each and every allegation in
17 paragraphs 1 through 37, inclusive, of this Complaint as though fully set forth herein.

18 39. Pursuant to Industrial Welfare Commission Order No. 4-2001/5-2001, Cal. Code of
19 Regs., Title 8, Section 11040/11050, for the period of Plaintiff's employment, Defendants were
20 required to compensate Plaintiff for all overtime, which is calculated at one and one-half (1.5)
21 times the regular rate of pay for hours worked in excess of eight (8) in a day or forty (40) hours
22 in a week, and two (2) times the regular rate of pay for hours worked in excess of twelve (12)
23 hours in a day or hours worked in excess of eight (8) on the seventh consecutive work day in a
24 week.

25 40. Plaintiff was a non-exempt employee entitled to the protections of the California
26 Industrial Welfare Commission Order No. 4-2001/5-2001, California Code of Regulations,
27 Title 8, Section 11040/11050.
28

1 41. Plaintiff worked more than eight (8) hours in a single workday, twelve (12) hours in a
2 single workday or forty (40) hours in a single workweek on numerous occasions.

3 42. Plaintiff was entitled to the above overtime premiums.

4 43. Defendants did not pay Plaintiff premium wages of at least one and one-half times
5 Plaintiff's regular rate of pay for hours worked past eight (8) in a day. Defendants did not pay
6 Plaintiff premium wages of at least twice Plaintiff's regular rate of pay for hours worked past
7 twelve (12) in a day.

8 44. Defendants did not pay Plaintiff premium wages of at least one and one-half times
9 Plaintiff's regular rate of pay for hours worked past forty (40) in a week.

10 45. Plaintiff worked at least one pay period in which she was not properly paid overtime
11 within the three (3) years prior to the initiation of this lawsuit.

12 46. Defendants know or should know the actual dates of overtime worked, the amount of
13 overtime worked, and the amount of unpaid overtime due.

14 47. As a proximate result of Defendants' violations, Plaintiff has been damaged in an
15 amount according to proof at time of trial, but in an amount in excess of the jurisdiction of this
16 Court.

17 48. Pursuant to California Labor Code Sections 218.6, 510, 1194, and California Code of
18 Regulations, Title 8, Sections 11040/11050, Plaintiff is entitled to recover damages for the
19 nonpayment of overtime premiums for all overtime hours worked, penalties, interest, plus
20 reasonable attorney's fees and costs of suit.

21 49. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
22 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
23 trial.

24 **FOURTH CAUSE OF ACTION**

25 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

26 **(California Labor Code Section 226)**

27 **(Plaintiff against all named defendants and all DOE defendants)**
28

1 50. Plaintiff re-alleges and incorporates by reference each and every allegation in
2 paragraphs 1 through 49, inclusive, of this Complaint as though fully set forth herein.

3 51. Pursuant to California Labor Code Section 226, every employer must furnish each
4 employee an itemized statement of wages and deductions at the time of payment of wages.

5 52. Defendants knowingly and intentionally did not furnish Plaintiff with any pay stubs that
6 accurately reflected all information required by Labor Code Section 226, including but not
7 limited to, gross wages earned, including overtime, minimum wages, and premium pay for
8 missed meal and rest breaks, net wages earned, total hours worked by the employee, and all
9 deductions. Therefore, Defendants failed to maintain and provide accurate itemized wage
10 statements to Plaintiff in accordance with California Labor Code Section 226(a).

11 53. Pursuant to California Labor Code Section 226(e), Plaintiff is entitled to recover the
12 greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation
13 occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay
14 period, not exceeding an aggregate amount of four thousand dollars (\$4,000), plus costs and
15 reasonable attorney's fees. Plaintiff only claims damages under this cause of action pursuant to
16 the 3-year period immediately preceding the date t lawsuit was filed.

17 54. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff has
18 sustained damages, including loss of earnings, in an amount to be established at trial. As a
19 further direct and proximate result of Defendants' unlawful conduct, as set forth herein,
20 Plaintiff is entitled to recover penalties, in an amount to be established at trial, as well as costs
21 and attorney's fees pursuant to statute.

22 55. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
23 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
24 trial.

25 **FIFTH CAUSE OF ACTION**

26 **FAILURE TO PAY WAGES WHEN EMPLOYMENT ENDS**

27 **(California Labor Code Sections 201, 203)**

(Plaintiff against all named defendants and all DOE defendants)

56. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 55, inclusive, of this Complaint as though fully set forth herein.

57. Pursuant to California Labor Code Section 201(a), an employer who discharges an employee must immediately pay for all compensation due and owing.

58. Pursuant to California Labor Code Section 202, when an employee resigns, the employer must pay all compensation due and owing within 72 hours of resignation, or on the employee's last day of work, if the employee gives more than 72 hours notice of resignation.

59. Pursuant to California Labor Code Section 203, if an employer willfully fails to pay, without abatement or reduction, any wages of an employee whose employment ends, the wages of the employee shall continue as a penalty from the due date at the same rate until paid or until an action is commenced; however, the wages shall not continue for more than 30 days for failure to pay an employee owed wages.

60. After Plaintiff's employment with Defendants ended, Defendants willfully refused and continue to refuse to pay her unpaid wages as required by Labor Code Section 203.

61. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged along with any allowable interest, penalties, attorney's fees, and costs according to proof at trial. Moreover, Plaintiff prays for the above-mentioned money from 3 years immediately preceding the filing of this lawsuit.

62. Under this cause of action, Plaintiff also prays for attorney's fees and costs under California Labor Code Section 218.5 for time spent pursuing the non-payment of wages as set forth herein. Plaintiff also prays for interest under California Labor Code Section 218.6.

63. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged along with any allowable interest, penalties, attorney's fees, and costs according to proof at trial.

SIXTH CAUSE OF ACTION

FAILURE TO PAY WAGES OWED EVERY PAY PERIOD

(California Labor Code Section 204)

(Plaintiff against all named defendants and all DOE defendants)

64. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 63, inclusive, of this Complaint as though fully set forth herein.

65. California Labor Code Section 204 establishes the fundamental right of all employees in the State of California to be paid wages in a timely fashion for their work.

66. At all times relevant during the liability period, Defendants failed to pay Plaintiff the full amount of all owed wages when due as required by California Labor Code Section 204.

67. Defendants failed to pay Plaintiff all wages earned each pay period. Plaintiff is informed, believes, and thereon alleges, that all times relevant during the liability period, Defendants maintained a policy or practice of not paying Plaintiff wages for all hours worked, including overtime hours, the minimum wage, and premium pay for missed meal and rest breaks.

68. As a result of Defendants' unlawful conduct, Plaintiff has suffered damages in an amount, subject to proof, to the extent she was not paid all wages each pay period. The precise amount of unpaid wages is not presently known to Plaintiff but can be determined directly from Defendants' records or indirectly based on information from Defendants' records.

69. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged along with any allowable interest, penalties, attorney's fees, and costs according to proof at trial.

SEVENTH CAUSE OF ACTION

FAILURE TO GIVE REST BREAKS

(Plaintiff against all named defendants and all DOE defendants)

70. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 69, inclusive, of this Complaint as though fully set forth herein.

71. Plaintiff brings this cause of action under the following laws, for the following reasons:

- 1 a. Title 8 of the California Code of Regulations Sections 11040/11050(12)(A), which
2 provides that every employer shall authorize and permit all employees to take rest
3 periods, which insofar as practicable shall be in the middle of each work period.
4 The authorized rest period time shall be based on the total hours worked daily at the
5 rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof;
6 b. Title 8 of the California Code of Regulations Sections 11040/11050(12)(B), which
7 provides that if an employer fails to provide an employee a rest period in
8 accordance with the applicable provisions of this order, the employer shall pay the
9 employee one (1) hour of pay at employee's regular rate of compensation for each
10 workday that the rest period is not provided;
11 c. Title 8 of the California Code of Regulations sections 11040/11050(20)(A), which
12 penalizes the employer \$50.00 for each initial violation, per employee, of any
13 provision of the Wage Order, and \$100.00 for each additional violation thereafter
14 per employee; and
15 d. California Labor Code section 226.7, which states that (a) no employer shall require
16 any employee to work during any rest period mandated by an applicable order of
17 the Industrial Welfare Commission, and (b) if an employer fails to provide an
18 employee a rest period in accordance with an applicable order of the Industrial
19 Welfare Commission, the employer shall pay the employee one (1) additional hour
20 of pay at employee's regular rate of compensation for each work day that the rest
21 period is not provided.
22
23
24

25 72. Plaintiff alleges that she was not authorized and permitted to take a ten (10) minute rest
26 break after every four (4) hours of work or major fraction thereof, as required by California
27 law.
28

1 73. Under this cause of action, Plaintiff prays for wages due to her under the statutes,
2 regulations, and wage orders alleged in this cause of action along with any allowable interest,
3 penalties, attorney's fees and costs according to proof at trial. Specifically, Plaintiff prays for
4 the foregoing moneys calculated from 3 years immediately preceding the filing of this lawsuit.

5 74. Plaintiff also prays for Labor Code section 218.5 recovery of costs and attorney's
6 fees as well as interest under Labor Code section 218.6.

7 75. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
8 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
9 trial.
10

11 **EIGHTH CAUSE OF ACTION**

12 **FAILURE TO GIVE MEAL BREAKS**

13 **(Plaintiff against all named defendants and all DOE defendants)**

14 76. Plaintiff re-alleges and incorporates by reference each and every allegation in
15 paragraphs 1 through 75, inclusive, of this Complaint as though fully set forth herein.
16

17 77. Plaintiff brings this cause of action under the following laws, for the following reasons:

- 18 a. California Labor Code section 512(a), which requires that employees be given a 30-
19 minute uninterrupted meal break after five (5) hours of work, and a second
20 uninterrupted meal break after ten (10) hours of work;
21 b. California Labor Code section 226.7, which states that (a) no employer shall require
22 any employee to work during any meal period mandated by an applicable order of
23 the Industrial Welfare Commission, and (b) if any employer fails to provide an
24 employee a meal period in accordance with an applicable order of the Industrial
25 Welfare Commission, the employer shall pay the employee one (1) additional hour
26 of pay at the employee's regular rate of compensation for each workday that the
27
28

meal period is not provided;

- c. California Industrial Welfare Commission Order No. 4/5 section 11(B), as codified under Title 8 of the California Code of Regulations Section 11040/11050, which states that if an employer fails to provide an employee a meal period in accordance with the applicable provisions of the Wage Order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided;
- d. California Industrial Welfare Commission Wage Order No. 4/5 Section 7(A)(3), as codified under Title 8 of the California Code of Regulations Section 11040/11050, which requires an employer to maintain records documenting its employees' meal periods;
- e. California Industrial Welfare Commission wage order No. 4/5 Section 20(A), as codified under California Code of Regulations Section 11040/11050, which penalizes the employer \$50.00 for each initial violation, per employee, of any provision of the Wage Order, and \$100.00 for each additional violation thereafter per employee; and
- f. California Labor Code section 1171 and 1173, which have given the California Labor Commission jurisdiction to enact Wage Orders (such as Wage Order no. 4 and 5) as enforceable law.

78. Plaintiff alleges that she was not authorized and permitted to take relieved meal breaks after five (5) hours of work. Plaintiff further alleges that she was not authorized and permitted to take a second relieved meal break after ten (10) hours of work, as required by California law. California Labor Code section 512(a) and California Industrial Welfare Commission Order No. 4/5, as codified under California Code of Regulations Sections 11040/11050 et. seq.

1 requires that employees receive uninterrupted meal periods every five (5) hours of consecutive
2 work, and that the meal period be at least 30 minutes in length, wherein employee is relieved of
3 all work duty. California Labor Code section 226.7 provides that employers may not require
4 their employees to work through their meal periods. California Labor Code section 226.7 and
5 California Code of Regulations section 11040/11050 requires that if the employer fails to
6 provide the employee with an uninterrupted meal period, the employer must pay the employee
7 one (1) hour of pay for each work day that the meal period is not given.
8

9 79. Under this cause of action, Plaintiff prays for wages due to her under the statutes,
10 regulations, and wage orders alleged in this cause of action along with any allowable interest,
11 penalties, attorney's fees and costs according to proof at trial. Specifically, Plaintiff prays for
12 the foregoing moneys calculated from 3 years immediately preceding the filing of this lawsuit.

13 80. Plaintiff also prays for Labor Code section 218.5 recovery of costs and attorney's
14 fees as well as interest under Labor Code section 218.6.

15 81. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
16 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
17 trial.

18 **NINTH CAUSE OF ACTION**

19 **PRIVATE ATTORNEYS GENERAL ACT**

20 **Representative Claim for PAGA penalties under California Labor Code sections 201,**
21 **202, 203, 204 and/or 204b, 210, 226, 226.3, 226.7, 233, 246, 510, 512, 558, 558.1, 1174,**
1174.5, 1194, 1197, 1198, 2802, 3700.5, and Wage Order no. 4/5

22 **(Against all Named Defendants and all DOE Defendants)**

23 82. Plaintiff re-alleges and incorporates by reference each and every allegation in
24 paragraphs 1 through 81, inclusive, of this Complaint as though fully set forth herein.

25 83. Pursuant to law, Plaintiff provided the required written notice to the LWDA and
26 Defendants of the specific violations of the California Labor Code that Defendants
27 and DOE defendants have violated and continue to violate.
28

1 84. Pursuant to California Labor code section 2699.3, no response was received from the
2 LWDA within 65 days of the postmark date of the above-alleged letter.

3 85. Plaintiff therefore has exhausted all administrative remedies required of her under
4 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this
5 cause of action and pursue penalties in a representative action for Defendants' violations of the
6 Labor Code.

7 86. Pursuant to California Labor Code section 2699, any provisions of the Labor Code
8 that provides for a civil penalty to be assessed and collected by the LWDA or any of its
9 departments, divisions, commissions, boards, agencies, or employees for violation of the code
10 may, as an alternative, be recovered through a civil action brought by an aggrieved employee
11 on behalf of himself or herself and other current or former employees pursuant to the
12 procedures specified in California Labor Code section 2699.3.

13 87. Plaintiff is an "aggrieved employee" because Plaintiff was employed by the alleged
14 violator and had one or more of the alleged violations committed against her, and therefore is
15 properly suited to represent the interests of other current and former hourly, non-exempt
16 employees who worked for WAGS AND WALKS at any of their various California locations
17 during the relevant PAGA period.

18 88. Based on the acts alleged above, Plaintiff, on behalf of herself and others, seeks
19 penalties under California Labor Code sections 2698 and 2699 because of Defendants'
20 violations of numerous provisions of the California Labor Code as alleged in this Complaint.

21 89. Plaintiff therefore has exhausted all administrative remedies required of her under
22 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this
23 cause of action and pursue penalties in a representative action for Defendants' violations of the
24 Labor Code.

25 90. California Labor Code section 2699 et seq. imposes penalties upon culpable
26 Defendants for violating the Labor Code.
27
28

1 91. California Labor Code section 558 establishes a civil penalty as follows: Any
2 employer or other person action on behalf of an employer who violates, or causes to be
3 violated, a section of this chapter or any provision regulating hours and days of work in any
4 order of the Industrial Welfare Commission (including the “Hours and Days of Work” section
5 of the Wage Order) shall be subject to a civil penalty of (1) for any initial violation, fifty
6 dollars (\$50) for each underpaid employee for each pay period for which the employee was
7 underpaid ...; (2) for each subsequent violation, one hundred dollars (\$100) for each underpaid
8 employee for each pay period for which the employee was underpaid ...;

9 92. Plaintiff seeks penalties for Defendants’ misconduct as alleged herein as permitted by
10 law, but only those penalties that are required to be shared with the LWDA as Plaintiff is not
11 seeking individual/victim specific relief or underpaid wages under this particular cause of
12 action.

13 93. Specifically, Plaintiff seeks penalties under California Labor Code section 2699, for
14 the following:

15 Violations of California Labor Code sections 201, 202, 203, 204 and/or 204b, 210,
16 226, 226.3, 226.7, 226.8, 233, 246, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1198,
17 2802, and 3700.5 via 2698 and 2699 any other Labor Codes and Wage Orders (including
18 no. 4/5) violated on the facts alleged in this Complaint, including section 14b.

19 94. Pursuant to Labor Code section 2698 et seq., Plaintiff seeks to recover attorney’s fees,
20 costs, and civil penalties on behalf of Plaintiff and other current and former aggrieved
21 employees as alleged herein in an amount to be shown according to proof at trial and within the
22 jurisdictional limits of this Court.

23 **TENTH CAUSE OF ACTION**

24 **FAILURE TO REIMBURSE FOR BUSINESS EXPENSES**

25 **(Plaintiff against all Named Defendants and DOE Defendants, and each of them)**

26 95. Plaintiff re-alleges and incorporates by reference each and every allegation in
27 paragraphs 1 through 94, inclusive, of this Complaint as thought fully set forth herein.
28

1 96. Labor Code section 2802 provides that “[a]n employer shall indemnify his or her
2 employee for all necessary expenditures or losses incurred by the employee in direct
3 consequence of the discharge of his or her duties.”

4 97. Beginning at least 3 years prior to the filing of this complaint, in order to discharge
5 their duties for Defendant, Plaintiff incurred reasonable and necessary expenses in the course
6 of completing her job duties, which were not reimbursed by Defendant. These expenses
7 include, but are not limited to, use of personal cell phones for work purposes to effectuate job
8 duties as well as use of home internet and computers.

9 98. Plaintiff is entitled to reimbursement for these necessary expenditures, plus interest
10 and attorney’s fees and costs, under Labor Code section 2802.

11 **ELEVENTH CAUSE OF ACTION**

12 **RETALIATION IN VIOLATION OF LABOR CODE SECTION 1102.5**

13 **(Plaintiff against All Named Defendants and DOE Defendants, and each of them)**

14 99. Plaintiff re-alleges and incorporates by reference each and every allegation in
15 paragraphs 1 through 98, inclusive, of this Complaint as though fully set forth herein.

16 100. At all times material to this Complaint, California Labor Code § 1102.5 was in effect
17 and binding on Defendants. This section requires Defendant to refrain from
18 retaliating against an employee for refusing to participate in an activity that he/she reasonably
19 believes would result in a violation of state or federal statute, or a violation or
20 noncompliance with a state or federal rule or regulation. California Labor Code section
21 1102.5 also requires Defendants to refrain from retaliating against an employee for disclosing
22 information to a person with authority over the employee if the employee has reasonable cause
23 to believe that the information discloses a violation of state or federal statute, or a violation of
24 or noncompliance with a local, state, or federal rule or regulation, regardless of whether
25 disclosing the information is part of the employee’s job duties.
26
27
28

1 101. As discussed fully above, Plaintiff questioned the mismanagement of donations and
2 complaining about illegal medical practices on-site, including the fact that medical treatment,
3 sedations, and diagnoses of shelter animals were being conducted without a veterinarian
4 present on site.

5 102. Defendants retaliated against Plaintiff for her whistleblowing in terminating Plaintiff's
6 employment, as alleged above, all in violation of Labor Code § 1102.5.

7 103. As a direct and proximate result of the aforementioned acts and omissions of
8 Defendants, Plaintiff suffered general and compensatory damages, including but not limited to,
9 loss of income (past and future), loss of employment benefits (past and future), general and
10 compensatory damages (past and future), mental pain and anguish and emotional distress (past
11 and future), and will continue to suffer in the future, in an amount to be proved at trial.

12 104. Plaintiff requests all available relief under Labor Code § 1102.5 including damages
13 and the imposition of civil penalties for each violation as well as attorney's fees under Labor
14 Code section 1102.5.
15

16
17 **TWELFTH CAUSE OF ACTION**

18 **WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY**

19 **(Plaintiff against All Named Defendants and DOE Defendants, and each of them)**

20 105. Plaintiff re-alleges and incorporates by reference each and every allegation in
21 paragraphs 1 through 104 inclusive, of this Complaint as though fully set forth herein.

22 106. At all times during her employment with Defendants, Plaintiff performed her duties
23 with the utmost diligence and competence.

24 107. Plaintiff is informed and believes and thereon alleges that Defendants' decision and
25 actions to treat her differently and terminate her employment as alleged herein, was motivated
26
27
28

1 by Plaintiff's whistleblowing and complaints about illegal activity at the workplace. Plaintiff is
2 further informed and believes and thereon alleges that any other reasons proffered by Defendants
3 were and are pretextual in nature.

4 108. The employment of Plaintiff was wrongfully terminated in or around July 2023
5 in violation of the fundamental public policy of the State of California with respect to retaliating
6 against an employee on account of her whistleblowing. Plaintiff was forced to hire an attorney
7 to assist her to end these illegal activities. Said conduct violated statutory and constitutional
8 expressions of public policy including, but not limited to, Labor Code section 1102.5, and the
9 California Constitution, Article 1 section 8.

10 109. As set forth above, said actions by Defendants were wrongful and in violation of the
11 fundamental principles of the public policy of the State of California as reflected in its laws,
12 objectives and policies. Said statutes and constitutional expressions of public policy include,
13 but are not limited to, California Labor Code section 1102.5 and the California
14 Constitution, Article 1 section 8. These laws inure to the benefit of the public at large, and not
15 just the private interests of the employers and employees whom they govern or protect.

16 110. As a direct and proximate result of the aforementioned acts and omissions of
17 Defendants, Plaintiff suffered general and compensatory damages, including but not limited to,
18 loss of income (past and future), loss of employment benefits (past and future), general and
19 compensatory damages (past and future), mental pain and anguish and emotional distress (past
20 future), and will continue to suffer in the future, in an amount to be proved at trial.

21 111. The foregoing conduct engaged in by Defendants and each of their directors, officers
22 and/or managing agents, constitutes malice, fraud, and oppression and was authorized, ratified,
23 and carried on with a conscious and willful disregard of their workers' right to work in an
24 environment free of retaliation due to whistleblowing, so as to justify the imposition of punitive
25 damages to punish and set an example of said Defendants.

26 **THIRTEENTH CAUSE OF ACTION**

27 **VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200**

28 **(California Business and Professions Code Section 17200)**

(Plaintiff against All Named Defendants and DOE Defendants, and each of them)

112. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 111, inclusive, of this Complaint as though fully set forth herein.

113. By virtue of the foregoing statutes, regulations, and laws, the acts of Defendants constitutes unfair and unlawful business practices under California Business and Professions Code Section 17200, et seq.

114. Defendant's violations of California labor laws and the Labor Code constitutes a business practice because it was done repeatedly over a significant period of time in a systematic manner that was detrimental to Plaintiff.

115. For the four years preceding the filing of this action, Plaintiff has suffered damages and request damages and/or restitution of all monies and profits to be disgorged from Defendants in an amount according to proof at time of trial, but in excess of the jurisdiction of this Court.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for Judgment against Defendants, and each of them, as follows:

1. For compensatory damages, according to proof;
2. For special and consequential damages to the extent allowed by law;
3. For general damages, according to proof;
4. For an award of punitive damages against Defendants according to proof;
5. For damages for wages and overtime not paid to Plaintiff in an amount subject to proof at trial;
6. For damages and penalties under Labor Code Section 226 for Plaintiff in an amount subject to proof at trial;
7. For damages and penalties pursuant to Labor Code Section 203 in an amount subject to proof at trial;

8. For restitution and disgorgement for all unfair business practices by corporate WAGS AND WALKS against Plaintiff in an amount subject to proof at trial;
9. For an order enjoining corporate Defendant WAGS AND WALKS from further unfair and unlawful business practices in violation of Business and Professions Code Sections 17200, et seq.;
10. For one hour of wages due to Plaintiff for each work period of more than five (5) hours when Plaintiff did not receive an uninterrupted thirty (30) minute meal period;
11. For one hour of wages due to Plaintiff for each work period of four (4) hours or major fraction thereof when Plaintiff did not receive a ten (10) minute rest break;
12. For maximum civil penalties available under the Labor Code and applicable Wage Order against Defendants as described more particularly in the Complaint and representative PAGA claim;
13. For all remedies available to Plaintiff under the applicable Wage Order and the Labor Code including an award of unpaid wages, attorney's fees, costs, interest, liquidated damages, damages, penalties, and waiting time penalties according to proof to the extent permitted by law via PAGA;
14. For the imposition of civil penalties and/or statutory penalties;
15. For all interest as allowed by law;
16. For all costs and disbursements incurred in this suit;
17. Reasonable attorney's fees where available by law, including but not limited to, pursuant to Labor Code section 2698 et seq., 1102.5, Code of Civil Procedure section 1021.5, and/or other applicable laws; and

///

///

///

///

1 18. For such other and further relief as this Court may deem proper.

2
3 DATED: May 13, 2024

MESSRELIAN LAW INC.

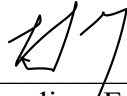
4 By 
5 Harout Messrelian, Esq.
6 Attorneys for Plaintiff Sabine Roseman

7
8 **DEMAND FOR JURY TRIAL**

9 Plaintiff hereby demands, as a matter of right, a trial by jury in this case.

10
11 DATED: May 13, 2024

MESSRELIAN LAW INC.

12 By 
13 Harout Messrelian, Esq.
14 Attorneys for Plaintiff Sabine Roseman