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SUPERIOR COURT OF THE STATE OF CALIFORNIA
LOS ANGELES COUNTY

ALEJANDRO ALVAREZ, on behalf of the
aggrieved employees,

Plaintiff,

vs.

MODERN ANIMAL INC., a Delaware
corporation; and DOES 1 through 50, inclusive,

Defendant.

CASE NO.: 24STCV12052

**COMPLAINT FOR VIOLATION OF
THE CALIFORNIA LABOR CODE
PRIVATE ATTORNEYS GENERAL
ACT OF 2004**

[California Labor Code § 2698, *et seq.*]

DEMAND FOR JURY TRIAL

1 Plaintiff ALEJANDRO ALVAREZ (“PLAINTIFF”), on behalf of the aggrieved
2 employees, alleges as follows:

3 **INTRODUCTION**

4 1. PLAINTIFF brings this action on behalf of the aggrieved employees of defendants
5 MODERN ANIMAL INC. (“MODERN ANIMAL”), a Delaware corporation, and DOES 1 through
6 50 inclusive (collectively, “DEFENDANTS”) in the State of California during the relevant
7 statutory period to recover penalties arising from DEFENDANTS’ failure to provide employees
8 meal and rest periods (or compensation therefor) as required under California law, unpaid
9 minimum and overtime wages, and wage statement violations.

10 **JURISDICTION AND VENUE**

11 2. The Superior Court of the State of California has jurisdiction in this matter because
12 PLAINTIFF is a resident of the State of California, and DEFENDANTS are qualified to do
13 business in California and regularly conduct business in California. Further, no federal question is at
14 issue because the claim is based solely on California law.

15 3. Venue is proper in this judicial district and the County of Los Angeles, California
16 because PLAINTIFF and other aggrieved employees performed work for DEFENDANTS in the
17 County of Los Angeles, DEFENDANTS maintain offices and facilities and transact business in
18 the County of Los Angeles, and DEFENDANTS’ illegal payroll policies and practices which are
19 the subject of this action were applied, at least in part, to PLAINTIFF and other aggrieved
20 employees in the County of Los Angeles.

21 **PARTIES**

22 4. PLAINTIFF is a resident of the State of California. At times material to this
23 complaint, PLAINTIFF was employed by DEFENDANTS in the State of California as a non-
24 exempt employee. PLAINTIFF has worked for DEFENDANTS as a Veterinarian Technician
25 Assistant in Los Angeles, California since approximately February 2023.

26 5. PLAINTIFF is informed and believes, and thereon alleges, that MODERN
27 ANIMAL is, and at all times relevant hereto was, a corporation organized and existing under the
28 laws of the State of Delaware. PLAINTIFF is further informed and believes, and thereon alleges,

1 that MODERN ANIMAL is authorized to conduct business in the State of California, and does
2 conduct business in, the State of California. Specifically, MODERN ANIMAL maintains offices
3 and facilities, conducts business, and engages in illegal payroll practices or policies in the County
4 of Los Angeles.

5 6. The true names and capacities of DOES 1 through 50, inclusive, are unknown to
6 PLAINTIFF at this time, and PLAINTIFF therefore sues such DOE defendants under fictitious
7 names. PLAINTIFF is informed and believes, and thereon alleges, that each defendant
8 designated as a DOE is in some manner highly responsible for the occurrences alleged herein, and
9 that PLAINTIFF and other aggrieved employees' injuries and damages, as alleged herein, were
10 proximately caused by the conduct of such DOE defendants. PLAINTIFF will seek leave of the
11 court to amend this Complaint to allege their true names and capacities of such DOE defendants
12 when ascertained.

13 7. At all relevant times herein, DEFENDANTS were the joint employers of
14 PLAINTIFF and other aggrieved employees. PLAINTIFF is informed and believes, and thereon
15 alleges, that at all relevant times DEFENDANTS were the alter egos, divisions, affiliates,
16 integrated enterprises, joint employers, subsidiaries, parents, principals, related entities, co-
17 conspirators, authorized agents, partners, joint venturers, and/or guarantors, actual or ostensible,
18 of each other. Each defendant was completely dominated by his, her or its co-defendant, and
19 each was the alter ego of the other.

20 8. At all relevant times herein, PLAINTIFF and other aggrieved employees were
21 employed by DEFENDANTS under employment agreements that were partly written, partly oral,
22 and partly implied. In perpetrating the acts and omissions alleged herein, DEFENDANTS, and
23 each of them, acted pursuant to, and in furtherance of, their policies and practices of not paying
24 PLAINTIFF and other aggrieved employees all wages earned and due, through methods and
25 schemes which include, but are not limited to, failing to provide meal periods; failing to authorize
26 and permit rest breaks; failing to pay minimum and overtime wages; failing to provide accurate
27 itemized statements; failing to properly maintain records; and failing to properly compensate
28 PLAINTIFF and other aggrieved employees for necessary expenditures, in violation of the

1 California Labor Code (“Labor Code”) and the applicable Industrial Welfare Commission
2 (“IWC”) Wage Order.

3 9. PLAINTIFF is informed and believes, and thereon alleges, that each and every one
4 of the acts and omissions alleged herein were performed by, and/or attributable to, all
5 DEFENDANTS, each acting as agents and/or employees, and/or under the direction and control
6 of, each of the other DEFENDANTS, and that said acts and failures to act were within the course
7 and scope of said agency, employment and/or direction and control.

8 10. As a direct and proximate result of DEFENDANTS’ unlawful actions,
9 PLAINTIFF and other aggrieved employees have suffered, and continue to suffer, from loss of
10 earnings in amounts as yet unascertained, but subject to proof at trial, and within the jurisdiction
11 of this Court.

12 **PAGA REPRESENTATIVE ACTION ALLEGATIONS**

13 11. Pursuant to the California Private Attorneys General Act of 2004 (“PAGA”), Labor
14 Code §§ 2698-2699.5, PLAINTIFF brings this action on behalf of all current and former non-
15 exempt aggrieved employees of DEFENDANTS in the State of California at any time within the
16 period beginning one (1) year and sixty-five (65) days prior to the filing of this action, and ending
17 at the time this action settles or proceeds to final judgment (“PENALTY PERIOD”).

18 12. Pursuant to California Labor Code §§ 2699.3, PLAINTIFF gave written notice by
19 online filing on March 6, 2024 to the California Labor and Workforce Development Agency
20 (“LWDA”) and by certified mail to MODERN ANIMAL of the specific provisions of the
21 California Labor Code and IWC Wage Orders alleged to have been violated, including the facts
22 and theories to support the alleged violations. More than sixty-five (65) days have passed and the
23 LWDA has not provided notice to PLAINTIFF that it intends to investigate the alleged violations.

24 13. Therefore, PLAINTIFF has complied with all of the requirements set forth in
25 California Labor Code § 2699.3 to commence a representative action under PAGA.

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1 **FACTUAL ALLEGATIONS**

2 **Failure to Provide Required Meal Periods**

3 **[Labor Code §§ 226.7, 512; IWC Wage Order No. 5-2001, § 11]**

4 14. During the PENALTY PERIOD, DEFENDANTS have had, and continue to have,
5 a policy and practice of failing to provide PLAINTIFF and other aggrieved employees full and
6 timely meal periods as required by California Labor Code §§ 226.7 and 512 and IWC Wage
7 Order No. 5-2001 § 11.

8 15. As a result of DEFENDANTS' policies and practices as alleged herein,
9 PLAINTIFF and other aggrieved employees have regularly been denied, and continue to be
10 denied, the opportunity to take full, uninterrupted, and timely meal periods as required under
11 California Labor Code §§ 226.7 and 512 and IWC Wage Order No. 5-2001 § 11.

12 16. DEFENDANTS have further violated, and continue to violate, Labor Code §§
13 226.7 and 512 and IWC Wage Order No. 5-2001, § 11 by failing to compensate PLAINTIFF and
14 other aggrieved employees who were not provided with a meal period, in accordance with the
15 applicable Wage Order, one (1) additional hour of compensation at each employee's regular rate
16 of pay for each workday that a meal period was not provided.

17 **Failure to Authorize and Permit Rest Periods**

18 **[Labor Code §§ 226.7; IWC Wage Order No. 5-2001, § 12]**

19 17. During the PENALTY PERIOD, DEFENDANTS have had, and continue to have,
20 a policy and practice of failing to authorize and permit PLAINTIFF and other aggrieved
21 employees to take rest breaks as required by California Labor Code § 226.7 and IWC Wage Order
22 No. 5-2001 § 12. As a result of DEFENDANTS' policies and practices as alleged herein,
23 PLAINTIFF and other aggrieved employees have regularly been denied, and continue to be
24 denied, the opportunity to take full, uninterrupted, and timely rest periods as required under
25 California Labor Code § 226.7 and IWC Wage Order No. 5-2001 § 12.

26 18. DEFENDANTS have further violated, and continue to violate, California Labor
27 Code § 226.7 and IWC Wage Order No. 5-2001, § 12 by failing to pay PLAINTIFF and other
28 aggrieved employees who were not provided with a rest period, in accordance with the applicable

1 Wage Order, one (1) additional hour of compensation at each employee's regular rate of pay for
2 each workday that a rest period was not authorized and permitted.

3 **Failure to Pay Minimum Wages**

4 **[Cal. Labor Code §§ 1194, 1197; IWC Wage Order No. 5-2001 § 4]**

5 19. Pursuant to California Labor Code §§ 1194 and 1197 and IWC Wage Order No. 5-
6 2001 § 4, payment to an employee of less than the applicable minimum wage for all hours
7 worked in a payroll period is unlawful.

8 20. During the PENALTY PERIOD, DEFENDANTS failed to pay PLAINTIFF and
9 other aggrieved employees minimum wages for all hours worked by, among other things:
10 requiring, suffering or permitting PLAINTIFF and other aggrieved employees to work off the
11 clock; requiring, suffering or permitting PLAINTIFF and other aggrieved employees to work
12 through meal breaks without compensation; rounding PLAINTIFF's and other aggrieved
13 employees' clock-in and clock-out times in a manner that resulted, over time, in failure to
14 compensate employees for all time worked; illegally and inaccurately recording time in which
15 PLAINTIFF and other aggrieved employees worked; and other methods to be discovered.

16 **Failure to Pay Overtime Wages**

17 **[Cal. Labor Code §§ 510, 1194, 1198; IWC Wage Order No. 5-2001 § 3]**

18 21. Pursuant to California Labor Code §§ 510 and 1194 and IWC Wage Order No. 5-
19 2001 § 3, DEFENDANTS are required to compensate PLAINTIFF and other aggrieved
20 employees for all overtime at a rate of one and one-half (1 ½) times the regular rate of pay for all
21 hours worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the
22 first eight (8) hours on the seventh consecutive workday and at a rate of twice the regular rate of
23 pay for all hours worked in excess of twelve (12) hours in any workday and for all hours worked
24 in excess of eight (8) hours on the seventh consecutive day of work in any workweek.

25 22. PLAINTIFF and other aggrieved employees are current and former non-exempt
26 employees entitled to the protections of California Labor Code §§ 510 and 1194 and IWC Wage
27 Order No. 5-2001. During the PENALTY PERIOD, DEFENDANTS failed to compensate, and
28 continue to fail to compensate, PLAINTIFF and other aggrieved employees for all overtime hours

1 worked as required under the foregoing provisions of the California Labor Code and IWC Wage
2 Order by, among other things: failing to pay overtime at one and one-half (1 ½) times or double
3 the regular rate of pay as provided by California Labor Code §§ 510 and 1194 and IWC Wage
4 Order No. 5-2001 § 3; requiring, suffering or permitting PLAINTIFF and other aggrieved
5 employees to work off the clock; requiring, suffering or permitting PLAINTIFF and other
6 aggrieved employees to work through meal breaks without compensation; rounding
7 PLAINTIFF's and other aggrieved employees' clock-in and clock-out times in a manner that
8 resulted, over time, in failure to compensate employees for all time worked; failing to properly
9 calculate the regular rate of pay for purposes of calculating overtime compensation; illegally and
10 inaccurately recording time in which PLAINTIFF and other aggrieved employees worked; and
11 other methods to be discovered.

12 **Failure to Timely Pay Wages During Employment**

13 **[Cal. Labor Code § 204]**

14 23. Pursuant to California Labor Code § 204, for all labor performed between the 1st
15 and 15th days of any calendar month, DEFENDANTS are required to pay their nonexempt
16 employees between the 16th and 26th day of the month during which the labor was performed.
17 California Labor Code § 204 also provides that for all labor performed between the 16th and 26th
18 days of any calendar month, DEFENDANTS are required to pay their nonexempt employees
19 between the 1st and 10th day of the following calendar month. In addition, California Labor
20 Code § 204 provides that all wages earned for labor in excess of the normal work period shall be
21 paid no later than the payday of the next regular payroll period.

22 24. During the PENALTY PERIOD, DEFENDANTS failed to timely pay
23 PLAINTIFF and other aggrieved employees all the wages for labor performed by the next regular
24 payroll period as required by California Labor Code § 204.

25 **Failure to Pay All Wages Due to Discharged and Quitting Employees**

26 **[Cal. Labor Code §§ 201, 202]**

27 25. Pursuant to California Labor Code §§ 201 and 202, DEFENDANTS are required
28 to timely pay all earned and unpaid wages to an employee upon separation.

1 26. California Labor Code § 201 mandates that if an employer discharges an
2 employee, the employee's wages accrued and unpaid at the time of discharge are due and payable
3 immediately.

4 27. Pursuant to California Labor Code § 202, DEFENDANTS are required to pay all
5 accrued wages due to an employee no later than 72 hours after the employee quits his or her
6 employment, unless the employee provided 72 hours previous notice of his or her intention to
7 quit, in which case the employee is entitled to his or her wages at the time of quitting.

8 28. During the PENALTY PERIOD, DEFENDANTS failed, and continue to fail, to
9 pay accrued wages and other compensation to PLAINTIFF and other aggrieved employees in
10 accordance with California Labor Code §§ 201 and 202.

11 **Failure to Maintain Required Records**

12 **[Cal. Labor Code §§ 226, 1174; IWC Wage Order No. 5-2001 § 7]**

13 29. During the PENALTY PERIOD, as part of DEFENDANTS' illegal payroll
14 policies and practices to deprive PLAINTIFF and other aggrieved employees of all wages earned
15 and due, DEFENDANTS failed to maintain records as required under California Labor Code §§
16 226 and 1174 and IWC Wage Order No. 5-2001 § 7, including but not limited to the following
17 records: total daily hours worked by each employee; applicable rates of pay; all deductions; meal
18 periods; time records showing when each employee begins and ends each work period; and
19 accurate itemized statements.

20 **Failure to Furnish Accurate Itemized Wage Statements**

21 **[Cal. Labor Code § 226; IWC Wage Order No. 5-2001 § 7]**

22 30. During the PENALTY PERIOD, DEFENDANTS failed to provide PLAINTIFF
23 and other aggrieved employees with timely and accurate itemized wage statements in writing
24 showing each employee's gross wages earned, total hours worked, all deductions made, net
25 wages earned, the name and address of the legal entity or entities employing PLAINTIFF and
26 other aggrieved employees, and all applicable hourly rates in effect during each pay period and
27 the corresponding number of hours worked at each hourly rate, in violation of California Labor
28 Code § 226 and IWC Wage Order No. 5-2001 § 7.

1 entitled to an award of reasonable attorneys' fees and costs pursuant to California Labor Code
2 § 2699(g)(1).

3 36. Pursuant to Labor Code § 2699(a), PLAINTIFF seeks civil penalties for
4 DEFENDANTS' violations of Labor Code provisions for which a civil penalty is specifically
5 provided, including but not limited to the following:

6 a. Pursuant to Labor Code § 210, for violations of Labor Code § 204,
7 DEFENDANTS are subject to a civil penalty in the amount of one hundred
8 dollars (\$100) for the initial violation for each failure to pay each employee
9 and two hundred dollars (\$200) per employee for violations in subsequent
10 pay periods.

11 b. Pursuant to Labor Code § 226.3, for violations of Labor Code § 226(a),
12 DEFENDANTS are subject to a civil penalty in the amount of two hundred
13 and fifty dollars (\$250) per aggrieved employee for the initial pay period
14 where a violation occurs and one thousand dollars (\$1,000) per aggrieved
15 employee for violations in subsequent pay periods.

16 c. Pursuant to Labor Code § 558(a), "[a]ny employer or other person acting
17 on behalf of an employer who violates, or causes to be violated, a section
18 of this chapter or any provision regulating hours and days of work in any
19 order of the Industrial Welfare Commission," including Labor Code §§ 510
20 and 512, shall be subject to a civil penalty, in addition to any other penalty
21 provided by law, of fifty dollars (\$50) for initial violations for each
22 underpaid employee for each pay period for which the employee was
23 underpaid and one hundred dollars (\$100) for each subsequent violation for
24 each underpaid employee for each pay period for which the employee was
25 underpaid.

26 d. Pursuant to Labor Code § 1174.5, for violations of Labor Code § 1174(d),
27 DEFENDANTS are subject to a civil penalty of five hundred dollars
28 (\$500).

1 e. Pursuant to Labor Code § 1197.1, an employer who pays or causes to be
2 paid to any employee a wage less than the minimum fixed by an order of
3 the commission, shall be subject to a civil penalty as follows: for any initial
4 violation that is intentionally committed, one hundred dollars (\$100) for
5 each underpaid employee for each pay period for which the employee is
6 underpaid; and for each subsequent violation of the same offense, two
7 hundred fifty dollars (\$250) for each underpaid employee for each pay
8 period for which the employee is underpaid regardless of whether the
9 initial violation was intentionally committed.

10 37. Labor Code § 2699(f) provides that for all Labor Code violations for which a civil
11 penalty is not specifically provided, the following civil penalties are established: one hundred
12 dollars (\$100) for each aggrieved employee per pay period for the initial violation and two
13 hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.
14 PLAINTIFF seeks such civil penalties under Labor Code § 2699(f) for DEFENDANTS'
15 violations of Labor Code provisions for which a civil penalty is not specifically provided,
16 including but not limited to Labor Code §§ 201, 202, 203, 226.7, 1194, 1197, 1198, and 2802.

17 **PRAYER FOR RELIEF**

18 **WHEREFORE**, PLAINTIFF, on behalf of the aggrieved employees, respectfully prays
19 for relief against DEFENDANT and DOES 1 through 50, inclusive, and each of them, as follows:

- 20 1. For statutory and civil penalties according to proof, including but not limited to all
21 penalties authorized by Labor Code §§ 210, 226.3, 558, 1174.5, 1197.1, and 2699(a) and (f);
- 22 2. For interest at the legal rate pursuant to Labor Code §§ 218.6 and 1194, California
23 Civil Code §§ 3287, 3288, and/or any other applicable provision providing for pre-judgment
24 interest;
- 25 3. For reasonable attorneys' fees and costs pursuant to Labor Code § 2699(g) and/or
26 any other applicable provisions providing for attorneys' fees and costs; and
- 27 4. For such further relief that the Court may deem just and proper.

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1 DATED: May 14, 2024

Respectfully submitted,

2 **MATERN LAW GROUP, PC**

3
4 By: 

5 **MATTHEW J. MATERN**

6 **DEANNA S. LEIFER**

7 **KRISTEN B. DOYAN**

8 Attorneys for Plaintiff ALEJANDRO
9 ALVAREZ, on behalf of the aggrieved
10 employees

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: May 14, 2024

Respectfully submitted,

5 **MATERN LAW GROUP, PC**

6
7 By:



8 MATTHEW J. MATERN
9 DEANNA S. LEIFER
10 KRISTEN B. DOYAN
11 Attorneys for Plaintiff ALEJANDRO
12 ALVAREZ, on behalf of the aggrieved
13 employees
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