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David W. Slayton,
Executive Officer/Clerk of Court,
By E. Galicia, Deputy Clerk

8 Attorneys for Plaintiff Albert Tsaton,
9 on behalf of himself and all “aggrieved employees”
10 pursuant to Labor Code § 2698 *et seq.*

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **FOR THE COUNTY OF LOS ANGELES**

13 ALBERT TSATON, on behalf of himself and
14 all “aggrieved employees” pursuant to Labor
15 Code § 2698 *et seq.*,

16 Plaintiff,

17 v.

18 SOUTH PARK DOGGIE, INC., a California
19 corporation, and DOES 1 through 10,
20 inclusive,

21 Defendants.

CASE NO: **24STCV16542**

**REPRESENTATIVE ACTION COMPLAINT
FOR PENALTIES PURSUANT TO LABOR
CODE § 2699(f) FOR VIOLATIONS OF
LABOR CODE §§ 201, 202, 226(a), 226.7, 227.3,
246, 510, 512, 1174, 1174.5, AND 1194 AND
PURSUANT TO LABOR CODE § 2699(a) FOR
VIOLATIONS OF LABOR CODE §§ 226.3 AND
558**

1 Plaintiff ALBERT TSATON (“Plaintiff”), on behalf of himself and others as an “aggrieved
2 employee” under the Labor Code Private Attorneys General Act of 2004, complains of SOUTH
3 PARK DOGGIE, INC., a California corporation, and any subsidiaries or affiliated companies
4 (hereinafter referred to as “Defendants”) as follows:

5 **I.**

6 **INTRODUCTION AND FACTUAL BACKGROUND**

7 1. This is a Representative Action, pursuant to Labor Code § 2698 *et seq.*, on behalf of
8 Plaintiff and other non-exempt California employees who currently work or formerly worked for
9 Defendants (“Aggrieved Employees”).

10 2. For at least one (1) year prior to the filing of this action and at least one (1) year prior
11 to the date Plaintiff began the process of exhausting the administrative requirements, pursuant to
12 Labor Code § 2698 *et seq.*, and continuing to the present (the “liability period”), Defendants have had
13 consistent policies of:

14 a. Failing to pay Plaintiff and Aggrieved Employees all minimum and overtime
15 wages earned, in violation of Labor Code §§ 510, 558, and 1194. Plaintiff and Aggrieved
16 Employees were required to work off-the-clock and without compensation because
17 Defendants did not compensate them for all hours worked—they would be paid a commission
18 for any animal training, but any hourly wages paid reflected less than the actual time spent
19 performing work. An employer is obligated to pay the wages of an hourly employee for all
20 time that the employee is under the control of the employer, and this includes all the time the
21 employee is suffered or permitted to work, whether or not required to do so. When Plaintiff
22 and Aggrieved Employees worked off-the-clock, they were under the control of Defendants
23 and required to be compensated for all hours worked. Defendants also failed to pay Plaintiff
24 and Aggrieved Employees for training time—these hours went entirely uncompensated, and
25 Plaintiff was also explicitly told he is not entitled to compensation for training hours. This
26 violates Labor Code §§ 510, 558, and 1194 and is alleged on behalf of Plaintiff and all
27 Aggrieved Employees;
28

1 b. Failing to pay Plaintiff and other Aggrieved Employees all overtime wages due
2 during the course of employment, in violation of Labor Code §§ 510, 558, and 1194.
3 Defendants paid Plaintiff and Aggrieved Employees straight-time wages only for certain
4 shifts, without any payment of applicable overtime wages for those shifts. Thus, when Plaintiff
5 and Aggrieved Employees worked in excess of eight (8) hours in a workday and/or over forty
6 (40) hours in a workweek on certain occasions, they were entitled to premium overtime pay
7 of one-and-one-half times the regular rate of pay for all overtime hours worked. Defendants,
8 however, simply failed to pay proper overtime wages for all applicable shifts and/or weeks.
9 This violates Labor Code §§ 510, 558, and 1194;

11 c. Failing to properly blend bonuses, commissions, and other non-base hourly
12 wages, earned by Plaintiff and other Aggrieved Employees into their regular rate of pay for
13 purposes of paying them meal and rest period premiums, overtime wages, vacation wages,
14 and sick pay wages at the correct rates, in violation of Labor Code §§ 226.7, 227.3, 246, 510,
15 512, 558, and 1194. Defendants paid Plaintiff and other Aggrieved Employees bonuses,
16 commissions, and other non-base hourly wages; Defendants, however, failed to properly blend
17 these wages, and instead paid Plaintiff and other Aggrieved Employees meal and rest period
18 premiums, overtime wages, vacation wages, and sick pay wages based only on the base hourly
19 rate of pay, thus depriving Plaintiff and other Aggrieved Employees of all meal and rest period
20 premiums, overtime wages, and sick pay wages earned. This violates Labor Code §§ 226.7,
21 227.3, 246, 510, 512, 558, and 1194;

23 d. Failing to pay correct premium wages to Plaintiff and other Aggrieved
24 Employees who were denied proper meal periods, in violation of Labor Code §§ 226.7, 512,
25 and 558, and IWC Wage Order 4-2001. Plaintiff and other Aggrieved Employees were
26 routinely denied, and not authorized to take, a timely, uninterrupted, 30-minute meal period
27 for every shift worked that exceeded five hours, or a second timely, uninterrupted, 30-minute
28 meal period for every shift worked that exceeded ten hours, but were not paid premium wages

1 of one hour's pay at the proper rate of pay for each missed first or second meal period.
2 Defendants also failed to maintain accurate records showing the start and stop time of meal
3 periods since they required Plaintiff and Aggrieved Employees to clock out for their meal
4 period and continue working. This violates Labor Code §§ 226.7, 510, 512, 558, 1174, 1174.5,
5 and 1194 and IWC Wage Order 4-2001;

6 e. Failing to pay correct premium wages to Plaintiff and other Aggrieved
7 Employees who were denied rest periods, in violation of Labor Code § 226.7 and IWC Wage
8 Order No. 4-2001. Plaintiff and other Aggrieved Employees were routinely unable to take a
9 10-minute rest period for every four (4) hours of work or major fraction thereof, but were not
10 paid premium wages of one hour's pay for each missed rest period. Plaintiff was simply denied
11 and not authorized to take his legally entitled rest periods and was never paid premium wages
12 for missed rest periods. This violates Labor Code § 226.7 and IWC Wage Order No. 4-2001
13 and is alleged on behalf of Plaintiff and all Aggrieved Employees;

14 f. Failing to provide Plaintiff and other Aggrieved Employees with wage
15 statements that fully and accurately itemized the requirements set forth in Labor Code §§
16 226(a) and 226.3. Plaintiff and other Aggrieved Employees were not paid all wages due, as
17 stated above. As such, the wage statements provided by Defendants failed to accurately state
18 all gross wages earned, in violation of Labor Code §§ 226(a)(1) and 226.3, total hours worked,
19 in violation of Labor Code §§ 226(a)(2) and 226.3, net wages earned, in violation of Labor
20 Code §§ 226(a)(5) and 226.3, and all applicable hourly rates in effect during the pay period
21 and the corresponding number of hours worked, in violation of Labor Code §§ 226(a)(9) and
22 226.3; and

23 g. Failing to pay Plaintiff and Aggrieved Employees all wages due at the
24 separation of their employment based on the time frames required by Labor Code §§ 201 and
25 202. As stated above, Plaintiff and other Aggrieved Employees were not paid all wages due
26 during the course of their employment and, as a result of this failure, they were not timely
27
28

1 paid all wages due at the separation of their employment. This violates Labor Code §§ 201-
2 202 and is alleged on behalf of Plaintiff and certain Aggrieved Employees no longer employed
3 by Defendants.

4 3. Plaintiff, on behalf of himself and all Aggrieved Employees pursuant to Labor Code §
5 2698 *et seq.*, seeks civil penalties for Defendants' violations of the California Labor Code.

6 4. Venue is proper in this judicial district, pursuant to Code of Civil Procedure § 395.
7 The Labor Code violations alleged against Defendants herein arose in Los Angeles County,
8 California.

9 III.

10 PARTIES

11 A. Plaintiff

12 5. Plaintiff ALBERT TSATON was employed by Defendants from March 2023 through
13 February 2024 as a non-exempt employee in Los Angeles County, California.

14 B. Defendant

15 6. Defendant SOUTH PARK DOGGIE, INC. is a California corporation that employed
16 Plaintiff and Aggrieved Employees in Los Angeles County, California.

17 7. The true names and capacities, whether individual, corporate, associate, or otherwise,
18 of Defendants sued herein as DOES 1 to 10, inclusive, are currently unknown to Plaintiff, who
19 therefore sues Defendants by such fictitious names under Code of Civil Procedure § 474. Plaintiff is
20 informed and believes, and based thereon alleges, that each of the Defendants designated herein as a
21 DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiff will
22 seek leave of court to amend this Complaint to reflect the true names and capacities of the Defendants
23 designated hereinafter as DOES when such identities become known.

24 8. Plaintiff is informed and believes, and based thereon alleges, that each Defendant acted
25 in all respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme,
26 business plan or policy in all respects pertinent hereto, and the acts of each Defendants is legally
27 attributable to the other Defendants.
28

9. The Defendants named herein as DOE 1 through DOE 10 are and are persons acting on behalf of, or acting jointly with, Defendants, who violated, or caused to be violated, one or more provisions of the California Labor Code as alleged herein.

IV.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

**PLAINTIFF AND ALL AGGRIEVED EMPLOYEES AGAINST ALL DEFENDANTS CIVIL
PENALTIES PURSUANT TO LABOR CODE § 2699(f) FOR VIOLATIONS OF
LABOR CODE §§ 201, 202, 226(a), 226.7, 227.3, 246, 510, 512, 1174, 1174.5, AND 1194 AND
PURSUANT TO LABOR CODE § 2699(a) FOR VIOLATIONS OF
LABOR CODE §§ 226.3 AND 558**

10. Plaintiff incorporates paragraphs 1 through 9 of this Complaint as though fully set forth herein.

11. As a result of the acts alleged above, including the Labor Code violations set forth in paragraph 2 above, Plaintiff seeks civil penalties pursuant to Labor Code §§ 2698 *et seq.*

12. For each such violation, Plaintiff and all other Aggrieved Employees are entitled to civil penalties subject to the following formula:

a. Pursuant to Labor Code § 2699(f), \$100 for each initial violation and \$200 for each subsequent violation of Labor Code §§ 201, 202, 226(a), 226.7, 227.3, 246, 510, 512, 1174, 1174.5, and 1194; and

b. Pursuant to Labor Code § 2699(a), the civil penalties as authorized by Labor Code §§ 226.3 and 558.

13. Civil penalties recovered will be allocated 75% to the Labor and Workforce Development Agency, and 25% to the affected employees.

14. On April 29, 2024, Plaintiff sent a letter, by online submission to the LWDA and by certified mail, return receipt requested, to Defendants setting forth the facts and theories of the violations alleged against Defendants, as prescribed by Labor Code § 2698 *et seq.* Pursuant to Labor Code § 2699.3(a)(2)(A), no notice was received by Plaintiff from the LWDA within sixty-five (65)

1 calendar days of April 29, 2024. Plaintiff may therefore commence this action to seek civil penalties
2 pursuant to Labor Code § 2698 *et seq.*

3 Wherefore, Plaintiff and the Aggrieved Employees he seeks to represent request relief as
4 described below.

5 V.

6 **RELIEF REQUESTED**

7 WHEREFORE, Plaintiff prays for the following relief:

8 1. For civil penalties pursuant to Labor Code § 2698 *et seq.* for Plaintiff and all other
9 Aggrieved Employees;

10 2. An award providing for payment of costs of suit pursuant to Labor Code § 2699(g)(1)
11 and other applicable law;

12 3. An award of attorneys' fees pursuant to Labor Code §§ 2699(g)(1) and other
13 applicable law; and

14 4. Such other and further relief as this Court may deem just and proper.

15 Dated: July 3, 2024

Respectfully submitted,

16 GAINES LAW CORPORATION

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18 By: 

19 EVAN S. GAINES
20 Attorneys for Plaintiff
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