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June 27, 2024

VIA ONLINE SUBMISSION

California Labor & Workforce Development Agency
ATTN: PAGA Administrator
(<https://dir.govfa.net/308>)

Subject: *Rosa Medina v. Healthy Spot LLC, et al.*

Dear PAGA Administrator:

This office represents Rosa Medina in connection with her claims under the California Labor Code. Ms. Medina was an employee of HEALTHY SPOT LLC; HEALTHY SPOT 007 LLC; HEALTHY SPOT 014 LLC; HEALTHY SPOT 016 LLC; HEALTHY SPOT ALPHA, LLC; HEALTHY SPOT B001 LLC; HEALTHY SPOT BETA LLC; HEALTHY SPOT GAMMA, LLC; HEALTHY SPOT INCENTIVE UNITS, LLC; HEALTHY SPOT HOLDINGS, LLC; HEALTHY SPOT OPERATING, LLC; and/or SPOT ON PET, LLC. For the purpose of this letter, Ms. Medina collectively refers to these entities as "HEALTHY SPOT."

The employers may be contacted directly at the addresses below:

HEALTHY SPOT LLC
1831 W 208TH STREET
TORRANCE, CA 90501

HEALTHY SPOT 007 LLC
1831 WEST 208TH STREET
TORRANCE, CA 90501

HEALTHY SPOT 014 LLC
1831 WEST 208TH STREET
TORRANCE, CA 90501

HEALTHY SPOT 016 LLC
6300 CANOGA AVENUE STE 1500W
WOODLAND HILLS, CA 91367

HEALTHY SPOT ALPHA, LLC
6300 CANOGA AVENUE STE 1500W
WOODLAND HILLS, CA 91367

HEALTHY SPOT B001 LLC
1831 W 208TH STREET
TORRANCE, CA 90501

HEALTHY SPOT BETA LLC
1831 W 208TH STREET
TORRANCE, CA 90501

HEALTHY SPOT GAMMA, LLC
1831 W 208TH STREET
TORRANCE, CA 90501

HEALTHY SPOT INCENTIVE UNITS, LLC
1831 W 208TH STREET
TORRANCE, CA 90501

HEALTHY SPOT HOLDINGS, LLC
333 S. GRAND AVENUE, 28TH FLOOR
LOS ANGELES, CA 90071

HEALTHY SPOT OPERATING, LLC
333 S. GRAND AVENUE, 28TH FLOOR
LOS ANGELES, CA 90071

SPOT ON PET, LLC
1831 W 208TH STREET
TORRANCE, CA 90501

Ms. Medina intends to seek civil penalties, attorney's fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.*, the Labor Code Private Attorneys General Act of 2004 ("PAGA"). Ms. Medina seeks relief on behalf of herself, the State of California, and other persons who are or were employed by HEALTHY SPOT in California as a non-exempt, hourly paid employee and who received at least one wage statement ("aggrieved employees"). This letter is sent in compliance with the notice and reporting requirements of California Labor Code section 2699.3.

HEALTHY SPOT employed Ms. Medina as a non-exempt, hourly paid employee from approximately January 2022 to January 2024. During her employment with HEALTHY SPOT, Ms. Medina worked as Salon Manager and Key Holder for HEALTHY SPOT at its stores located in Manhattan Beach and Marina Del Rey, California. She typically worked eight (8) hours per day, five (5) days per week, and approximately 40 hours per week. At the time her employment with HEALTHY SPOT ended, Ms. Medina was compensated approximately \$19.00 per hour. Her job duties included, without limitation, cashiering, scheduling appointments, conducting inventory, and managing the salon.

HEALTHY SPOT has committed one or more of the following Labor Code violations against Ms. Medina, the facts and theories of which follow, making her an "aggrieved employee" pursuant to California Labor Code section 2699(c):¹

HEALTHY SPOT's Company-Wide and Uniform Payroll and HR Practices

HEALTHY SPOT LLC; HEALTHY SPOT 007 LLC; HEALTHY SPOT 014 LLC; HEALTHY SPOT 016 LLC; HEALTHY SPOT ALPHA, LLC; HEALTHY SPOT B001 LLC; HEALTHY SPOT BETA LLC; HEALTHY SPOT GAMMA, LLC; HEALTHY SPOT INCENTIVE UNITS, LLC; and SPOT ON PET, LLC are California limited liability companies, while HEALTHY SPOT HOLDINGS, LLC and HEALTHY SPOT OPERATING, LLC are Delaware limited liability companies. Upon information and belief, HEALTHY SPOT owns and operates approximately 20 pet store locations which also offer dog grooming and dog daycare services in California. Upon information and belief, HEALTHY SPOT maintains a single, centralized Human Resources (HR) department at its corporate headquarters in Torrance, California, for all non-exempt, hourly paid employees working for HEALTHY SPOT in California, including Ms. Medina and other aggrieved employees. At all relevant times, HEALTHY SPOT issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Ms. Medina and other aggrieved employees, regardless of their location or position.

Upon information and belief, HEALTHY SPOT maintains a centralized Payroll department at its corporate headquarters in Torrance, California, which processes payroll for all non-exempt, hourly paid employees working for HEALTHY SPOT in California, including Ms. Medina and other aggrieved employees. Further, HEALTHY SPOT issues the same formatted wage statements in the same manner

¹ These facts, theories, and claims are based on Ms. Medina's experience and counsel's review of those records currently available relating to Ms. Medina's employment. Discovery conducted in litigation of wage and hour claims such as these often reveals additional claims that the aggrieved employee was not initially aware of (because the aggrieved employee was not aware of the law's requirements, the employer misinformed its employee of the law's requirements, or because the employer effectively hid the violations). Thus, Ms. Medina reserves the right to supplement this letter with additional facts, theories, and claims if she becomes aware of them subsequent to the submission of this letter.

for all non-exempt, hourly paid employees working in California, including Ms. Medina and other aggrieved employees, irrespective of their location, position, or manner in which each employee's employment ended. In other words, HEALTHY SPOT utilized the same methods and formulas when calculating wages due to Ms. Medina and other aggrieved employees in California.

Violation of California Labor Code §§ 510 and 1198 – Unpaid Overtime

California Labor Code sections 510 and 1198 and the applicable Industrial Welfare Commission ("IWC") Wage Order require employers to pay employees working more than eight (8) hours in a day or more than forty (40) hours in a workweek at the rate of time-and-one-half (1 ½) times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek. The applicable IWC Wage Order further provides that employers are required to pay employees working more than twelve (12) hours in a day overtime compensation at a rate of two (2) times their regular rate of pay. An employee's regular rate of pay includes all remuneration for employment paid to, or on behalf of, the employee, including nondiscretionary bonuses and incentive pay.

HEALTHY SPOT willfully failed to pay all overtime wages owed to Ms. Medina and other aggrieved employees. During the relevant time period, Ms. Medina and other aggrieved employees were not paid overtime premiums for all of the hours they worked in excess of eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40) hours in a week, because all hours that they worked were not recorded.

First, during the relevant time period, HEALTHY SPOT had a company-wide policy and/or practice of discouraging and impeding Ms. Medina and other aggrieved employees from recording hours worked that were outside of their scheduled shifts, in order to limit the amount of overtime employees could accrue. Specifically, HEALTHY SPOT's management had a policy of disciplining and writing up employees who had accrued unauthorized overtime hours. On information and belief, this policy of limiting overtime, coupled with HEALTHY SPOT's use of labor budgets and assignment of heavy workloads (*see infra*), led Ms. Medina and other aggrieved employees to work off-the-clock before and after their scheduled shift times. For example, when arriving at her scheduled shift start time, Ms. Medina would sometimes be required to wait for approximately 10 minutes for a keyholder employee to unlock the door and let her onto HEALTHY SPOT's store premises. As a result, Ms. Medina and other aggrieved employees reported for their shifts at their scheduled start times, but were not paid for this time spent waiting off-the-clock.

Moreover, HEALTHY SPOT required Ms. Medina and other aggrieved employees to complete online training sessions while off-the-clock. For example, prior to transferring from the Manhattan Beach store to the Marina Del Rey location, Ms. Medina was instructed to complete 20 hours of online training courses on health and safety modules, review company policies, and complete quizzes over a period of five (5) days, while off-the-clock. Although HEALTHY SPOT required her to complete these training modules, HEALTHY SPOT did not allow her to utilize time during her scheduled shifts to finish them. Furthermore, other aggrieved employees were required to drive to HEALTHY SPOT's other store locations to pick up inventory or supplies outside of their scheduled shifts, but were not compensated for their travel time or time spent obtaining the necessary items. Moreover, Ms. Medina and other aggrieved employees were required to respond to phone communications from management before and after their shifts or on their days off. For example, twice per month, HEALTHY SPOT's management would call or text Ms. Medina on her personal cellular phone, outside of her scheduled shifts, to discuss work assignments and scheduling, or would require her to track store inventory and order supplies on her personal computer or personal mobile device, which typically took 15 minutes per instance.

This off-the-clock work could have been recorded by HEALTHY SPOT, but it refused to do so to avoid payment of additional wages to Ms. Medina and other aggrieved employees. Thus, HEALTHY SPOT

failed to track all of the time that employees spent performing work-related tasks before and after their scheduled shifts, and Ms. Medina and other aggrieved employees received no compensation for this time.

Second, on information and belief, as stated, HEALTHY SPOT had, and continues to have, a company-wide policy and/or practice of strictly staffing its store locations based on the labor hours allocated by each location's labor or payroll budget set by corporate. HEALTHY SPOT's uniform use of labor budgets, combined with the assignment of heavy workloads, such as grooming quotas and sales goals, resulted in chronic understaffing, such that there were too few employees on duty to handle the workload and attend to customers. Also, HEALTHY SPOT has systematically, and on a company-wide basis, understaffed its locations by adopting a single-staffing model for some positions, such as the retail-side and managerial employees, pursuant to its labor budget practices, thereby failing to provide adequate meal period coverage to permit those employees to take compliant meal periods. HEALTHY SPOT also had a practice of failing to schedule meal periods and/or adhere to a schedule for meal periods, which further caused Ms. Medina and other aggrieved employees to not be relieved of their duties for compliant meal periods. For example, Ms. Medina would often have her meal periods interrupted and/or shortened in order to attend to customers, answer phone calls from customers regarding HEALTHY SPOT's health and safety policies, respond to general pet health questions, and reply to text messages from other employees regarding other work-related issues. Consequently, Ms. Medina and other aggrieved employees were required to work through and/or had their unpaid meal periods interrupted in order to complete their assigned duties and handle customer demand, time for which they were not paid.

Further, on information and belief, because HEALTHY SPOT frowned upon employees accruing meal period penalties, HEALTHY SPOT pressured Ms. Medina and other aggrieved employees to clock out for meal periods and/or adjusted their time records to reflect compliant meal periods, even when they did not receive a compliant meal period. Furthermore, HEALTHY SPOT's company-wide timekeeping system prevented Ms. Medina and/or other aggrieved employees from recording all hours worked when their meal periods were shortened or interrupted, because the system locked out Ms. Medina and/or other aggrieved employees once they clocked out for a meal period, and would not permit them to clock back in from a meal period before 30 minutes had elapsed. Thus, HEALTHY SPOT did not record all hours worked during meal periods and Ms. Medina and other aggrieved employees performed work during meal periods for which they were not paid.

HEALTHY SPOT knew or should have known that, as a result of these company-wide practices and/or policies, Ms. Medina and other aggrieved employees were performing their assigned duties off-the-clock before and after their shifts and during meal periods, and were suffered or permitted to perform work for which they were not paid. Because Ms. Medina and other aggrieved employees worked shifts of eight (8) hours a day or more, or forty (40) hours a week or more, some of this off-the-clock work qualified for overtime premium pay.

Furthermore, HEALTHY SPOT did not pay Ms. Medina and/or other aggrieved employees the correct overtime rates for the recorded overtime hours that they generated. In addition to an hourly wage, HEALTHY SPOT paid Ms. Medina and/or other aggrieved employees incentive pay, nondiscretionary bonuses, and/or other forms of remuneration. However, in violation of the California Labor Code, HEALTHY SPOT failed to incorporate all remunerations, including incentive pay and/or nondiscretionary bonuses, into the calculation of the regular rate of pay for purposes of calculating the overtime wage rates. Therefore, during times when Ms. Medina and/or other aggrieved employees worked overtime and received these other forms of pay, HEALTHY SPOT failed to pay all overtime wages by paying a lower overtime rate than required.

For example, HEALTHY SPOT paid Ms. Medina and/or other aggrieved employees incentive pay and/or nondiscretionary bonuses. During pay periods that Ms. Medina and/or other aggrieved employees were paid overtime wages, HEALTHY SPOT failed to incorporate the incentive pay and/or nondiscretionary

bonuses into Ms. Medina's and other aggrieved employees' regular rate of pay and, as a result, paid them at incorrect and lower rates of pay for overtime hours worked. Specifically, HEALTHY SPOT paid Ms. Medina and/or other aggrieved employees 1.5 times their hourly rate of pay instead of 1.5 times their regular rate of pay. HEALTHY SPOT's failure to properly calculate the overtime rates of pay based on all remuneration paid has resulted in an underpayment of overtime wages to Ms. Medina and/or other aggrieved employees on a company-wide basis.

HEALTHY SPOT's failure to pay Ms. Medina and other aggrieved employees the balance of overtime compensation, as required by California law, violates the provisions of California Labor Code sections 510 and 1198. Ms. Medina and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 – Unpaid Minimum Wages

California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 require employers to pay employees the minimum wage fixed by the IWC. The payment of a lesser wage than the minimum so fixed is unlawful. Compensable work time is defined in IWC Wage Order No. 7-2001 as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so." Cal. Code Regs. tit. 8, § 11070(2)(G) (defining "Hours Worked").

As stated above, due to HEALTHY SPOT's restrictions on overtime accrual, HEALTHY SPOT systematically failed to pay Ms. Medina and other aggrieved employees for actual hours worked before and after their scheduled shifts, because these hours were not accurately recorded. As stated, because HEALTHY SPOT discouraged and impeded Ms. Medina and other aggrieved employees from recording hours worked that were outside of their scheduled shifts, Ms. Medina and other aggrieved employees were required to perform work off-the-clock before and after their scheduled shift start and end-times, including waiting to clock in, completing online training sessions, driving to other store locations to pick up inventory and supplies, and/or answering phone calls and text messages from management.

Additionally, as stated above, due to HEALTHY SPOT's company-wide practices of utilizing labor budgets, understaffing and/or single-staffing, assignment of heavy workloads, failure to schedule meal periods and/or adhere to a schedule for meal periods, and subsequent lack of meal period coverage, Ms. Medina and other aggrieved employees were impeded from taking all uninterrupted meal periods to which they were entitled and were required to work during their meal periods, time for which they were not paid.

Moreover, as stated, on information and belief, in order to limit meal penalties that HEALTHY SPOT would otherwise owe, HEALTHY SPOT pressured Ms. Medina and other aggrieved employees to clock out for meal periods and/or adjusted their time records to reflect compliant meal periods, even when they did not receive a compliant meal period. Also, as set forth above, during the relevant time period, HEALTHY SPOT systematically failed to pay Ms. Medina and other aggrieved employees for actual hours worked during unpaid meal periods, because HEALTHY SPOT's timekeeping system locked out Ms. Medina and/or other aggrieved employees for 30 minutes when they clocked out for a meal period. Thus, HEALTHY SPOT systematically failed to pay Ms. Medina and other aggrieved employees for actual hours worked during unpaid meal periods because these hours were not always correctly recorded.

Thus, HEALTHY SPOT did not pay minimum wages for all hours worked by Ms. Medina and other aggrieved employees. To the extent that these off-the-clock hours did not qualify for overtime premium payment, HEALTHY SPOT did not pay at least minimum wages for those hours worked off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

Accordingly, HEALTHY SPOT regularly failed to pay at least minimum wages to Ms. Medina and other aggrieved employees for all of the hours they worked in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Ms. Medina and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 1197.1 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 – Failure to Provide Meal Periods

California Labor Code sections 226.7, 512(a), 516, and 1198 and the applicable IWC Wage Order require employers to provide meal periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. Pursuant to Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order, 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 an uninterrupted 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. Under California law, first meal periods must start after no more than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012). Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order also require employers to provide a second meal period of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an employee one (1) additional hour of pay at the employee's regular rate, except that 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.

As stated above, HEALTHY SPOT had, and continues to have, company-wide policies and/or practices of understaffing and/or single-staffing its store locations due to labor budgeting, which, combined with heavy workloads and a failure to schedule meal periods and/or adhere to a schedule for meal periods, has resulted in a lack of meal period coverage and prevented Ms. Medina and other aggrieved employees from taking all timely, uninterrupted meal periods to which they were entitled.

As a result, Ms. Medina and other aggrieved employees had to work through all or part of their meal periods, had their meal periods interrupted, and/or had to wait extended periods of time before taking meal periods. For example, Ms. Medina often took her meal periods late, after having worked in excess of five (5) hours into her shift, due to the lack of coverage and in order to meet the HEALTHY SPOT's customer service expectations. Moreover, as stated, Ms. Medina's meal periods were interrupted and/or shortened when she was required to attend to customers, answering phone calls from customers regarding dog-grooming appointments, and responding to text messages from other employees, such as Groomers, regarding work-related issues like scheduling appointments and vaccine and veterinarian release forms required for grooming.

Furthermore, as stated, because HEALTHY SPOT frowned upon employees accruing meal period penalties, HEALTHY SPOT's management pressured Ms. Medina and other aggrieved employees to clock out for meal periods and/or adjusted Ms. Medina's and other aggrieved employees' time records to reflect compliant meal periods, regardless of whether they had received a compliant meal period, in order to strictly limit meal penalties that would need to be paid by HEALTHY SPOT. Also, as stated, HEALTHY SPOT's company-wide timekeeping system prevented Ms. Medina and/or other aggrieved employees from recording when their meal periods were shortened or interrupted, because the system locked out Ms. Medina and/or other aggrieved employees once they clocked out for a meal period, and would not permit them to clock back in from a meal period before 30 minutes had elapsed.

Also, HEALTHY SPOT did not provide Ms. Medina and other aggrieved employees with second 30-minute meal periods on days that they worked in excess of ten (10) hours in one day. For example, during the relevant time period, Ms. Medina worked at least one shift in excess of 10 hours in a day, but was not provided a second meal period. Ms. Medina and other aggrieved employees did not sign valid meal period waivers on days that they were entitled to meal periods and were not relieved of all duties.

At all times mentioned herein, HEALTHY SPOT knew or should have known that as a result of its policies, Ms. Medina and other aggrieved employees were not actually relieved of all duties to take timely, uninterrupted meal periods. HEALTHY SPOT further knew or should have known that it did not pay Ms. Medina and other aggrieved employees meal period premiums when meal periods were late, interrupted, shortened, and/or missed.

Furthermore, HEALTHY SPOT engaged in a company-wide practice and/or policy of not paying all meal period premiums owed when compliant meal periods are not provided. Because of this practice and/or policy, Ms. Medina and other aggrieved employees have not received premium pay for missed, late, and interrupted meal periods. Alternatively, to the extent that HEALTHY SPOT did pay Ms. Medina and/or other aggrieved employees for missed, late, and interrupted meal periods, HEALTHY SPOT did not pay Ms. Medina and/or other aggrieved employees at the correct rate of pay for premiums because HEALTHY SPOT systematically failed to include all forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

Accordingly, HEALTHY SPOT failed to provide all meal periods in violation of California Labor Code sections 226.7, 512(a), 516, and 1198. Ms. Medina and other aggrieved employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 226.7, 516, and 1198 – Failure to Authorize and Permit Rest Periods

California Labor Code sections 226.7, 516, and 1198 and the applicable IWC Wage Order require employers to provide rest periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC. The applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily work time is less than three and one-half (3 ½) hours.

To comply with its obligation to authorize and permit rest periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer must "relinquish any control over how employees spend their break time, and relieve their employees of all duties—including the obligation that an employee remain on call. A rest period, in short, must be a period of rest." *Augustus, et al. v. ABM Security Services, Inc.*, 2 Cal. 5th 257, 273 (2016).

During the relevant time period, HEALTHY SPOT regularly failed to authorize and permit Ms. Medina and other aggrieved employees to take a ten (10) minute rest period per each four (4) hour period worked or major fraction thereof. As with meal periods, HEALTHY SPOT's policies and/or practices of understaffing and/or single-staffing and assigning heavy workloads prevented Ms. Medina and other aggrieved employees from being relieved of all duty in order to take their rest periods. HEALTHY SPOT also failed to schedule rest periods and/or adhere to a schedule for rest periods, which, coupled with

HEALTHY SPOT's failure to provide adequate rest period coverage, further led to Ms. Medina and other aggrieved employees not being authorized and permitted to take compliant rest periods.

Furthermore, upon information and belief, HEALTHY SPOT maintained a company-wide on-premises rest period policy, which effectively required that Ms. Medina and/or other aggrieved employees remain on HEALTHY SPOT's premises during their rest periods. Because Ms. Medina and/or other aggrieved employees were restricted from leaving the premises during rest periods, they were denied the ability to use their rest periods freely for their own purposes, such as running personal errands. Thus, HEALTHY SPOT effectively maintained control over Ms. Medina and/or other aggrieved employees during rest periods.

As a result of HEALTHY SPOT's practices and policies, Ms. Medina and other aggrieved employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without receiving all uninterrupted 10-minute rest periods to which they were entitled. For example, Ms. Medina would often miss her rest periods or have them interrupted in order to assist with customers, schedule appointments, communicate with management, and due to a lack of rest period coverage.

HEALTHY SPOT also has engaged in a company-wide practice and/or policy of not paying all rest period premiums owed when compliant rest periods are not authorized or permitted. Because of this practice and/or policy, Ms. Medina and other aggrieved employees have not received premium pay for all missed rest periods. Alternatively, to the extent that HEALTHY SPOT did pay Ms. Medina and/or other aggrieved employees one (1) additional hour of premium pay for missed rest periods, HEALTHY SPOT did not pay Ms. Medina and/or other aggrieved employees at the correct rate of pay for premiums because HEALTHY SPOT failed to include all forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

Accordingly, HEALTHY SPOT failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Ms. Medina and other aggrieved employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 226(a), 1174(d), and 1198 – Non-Compliant Wage Statements and Failure to Maintain Accurate Payroll Records

California Labor Code section 226(a) requires employers to make, keep and provide true, accurate, and complete employment records. HEALTHY SPOT has not provided Ms. Medina and other aggrieved employees with properly itemized wage statements. Labor Code section 226(e) provides that if an employer fails to comply with providing an employee with properly itemized wage statements as set forth in 226(a), then the employee is entitled to recover the greater of all actual damages or \$50 for the initial pay period in which a violation occurs and \$100 per employee for each violation in a subsequent pay period, not to exceed \$4,000. Further, Labor Code section 226.3 provides that any employer who violates section 226(a) shall be subject to a civil penalty in the amount of \$250 per employee per violation in an initial citation and \$1,000 per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage statement or fails to keep the required records pursuant to Section 226(a).

During the relevant time period, HEALTHY SPOT has knowingly and intentionally provided Ms. Medina and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, HEALTHY SPOT issued uniform wage statements to Ms. Medina and other aggrieved employees that fail to correctly list: gross wages earned; total hours worked; net wages earned; and all applicable hourly rates in effect during the pay period, including rates of pay for overtime wages, meal and rest period

premiums, and/or paid sick leave, and the corresponding number of hours worked at each hourly rate. Specifically, HEALTHY SPOT violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

Because HEALTHY SPOT did not record the time Ms. Medina and other aggrieved employees spent working off-the-clock and deducted time from their records for meal periods that were missed and/or interrupted (and therefore time for which they should have been paid), HEALTHY SPOT did not list the correct amount of gross wages and net wages earned by Ms. Medina and other aggrieved employees, in compliance with section 226(a)(1) and section 226(a)(5), respectively. For the same reason, HEALTHY SPOT failed to accurately list the total number of the hours worked by Ms. Medina and other aggrieved employees, in violation of section 226(a)(2), and failed to list the applicable hourly rates of pay in effect during the pay period and the corresponding accurate number of hours worked at each hourly rate, in violation of section 226(a)(9).

Furthermore, because HEALTHY SPOT did not calculate Ms. Medina's and/or other aggrieved employees' regular rate of pay correctly for purposes of paying overtime wages, meal and rest period premiums, and/or paid sick leave, HEALTHY SPOT did not list the correct amount of gross wages in compliance with section 226(a)(1) and did not list the correct amount of net wages in violation of section 226(a)(5). HEALTHY SPOT also failed to correctly list all applicable hourly rates in effect during the pay period, namely, correct rates of pay for overtime wages, meal and rest period premiums, and/or paid sick leave, in violation of section 226(a)(9).

The wage statement deficiencies also include, without limitation, failing to list the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period for which aggrieved employees were paid; failing to list 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; failing to list the name and address of the legal entity that is the employer; and/or failing to state all hours worked as a result of not recording or stating hours worked off-the-clock.

California Labor Code section 1174(d) provides that "[e]very person employing labor in this state shall . . . [k]eep a record showing the names and addresses of all employees employed and the ages of all minors" and "[k]eep, 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" Labor Code section 1174.5 provides that employers are subject to a \$500 civil penalty if they fail to maintain accurate and complete records as required by section 1174(d). During the relevant time period, and in violation of Labor Code section 1174(d), HEALTHY SPOT willfully failed to maintain accurate payroll records for Ms. Medina and other aggrieved employees showing the daily hours they worked and the wages paid thereto as a result of failing to record the off-the-clock hours that they worked.

California Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Order. Section 1198 further provides that "[t]he employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful." Pursuant to the applicable IWC Wage Order, employers are required to keep accurate time records showing when the employee begins and ends each work period and meal period. During the relevant time period, HEALTHY SPOT engaged in company-wide practices and/or policies of failing to record actual hours worked (including falsifying time records by recording that compliant meal periods were taken regardless of if or when meal periods were actually taken), and thereby failed to keep accurate records of work period and meal period start and end times for Ms. Medina and other aggrieved employees in violation of section 1198. Furthermore, in light of HEALTHY SPOT's failure to provide Ms. Medina and other

aggrieved employees with second 30-minute meal periods to which they were entitled, HEALTHY SPOT kept no records of meal start and end times for second meal periods.

Because HEALTHY SPOT failed to provide the correct net and gross wages earned, applicable rates of pay, and number of total hours worked on wage statements, Ms. Medina and other aggrieved employees have been prevented from verifying, solely from information on the wage statements themselves, that they were paid correctly and in full. Instead, Ms. Medina and other aggrieved employees have had to look to sources outside of the wage statements themselves and reconstruct time records to determine whether in fact they were paid correctly and the extent of underpayment, thereby causing them injury.

Ms. Medina and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f)-(g).

Violation of California Labor Code § 204 – 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. Alternatively, California Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period.

During the relevant time period, HEALTHY SPOT failed to pay Ms. Medina and other aggrieved employees all wages due to them, including, but not limited to, overtime wages, minimum wages, meal and rest period premiums, and/or sick leave pay, within any time period specified by California Labor Code section 204.

Ms. Medina and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 210 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 201 and 202 – Failure to Timely Pay Final Wages Upon Termination

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 that if an employee voluntarily leaves 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 previous 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.

HEALTHY SPOT willfully failed to pay Ms. Medina and other aggrieved employees who are no longer employed by HEALTHY SPOT all their earned wages, including, but not limited to, overtime wages, minimum wages, meal and rest period premiums, vested vacation pay, and/or sick leave pay, either at the time of discharge, or within seventy-two (72) hours of their leaving HEALTHY SPOT's employ.

Ms. Medina and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 256 and/or 2699(a), (f)-(g).

Violation of California Labor Code § 227.3 – Failure to Pay Vested Vacation Wages

California Labor Code section 227.3 provides that if a contract of employment or employer policy provides for paid vacations and an employer terminates an employee, all vested vacation shall be paid to the employee at the employee's final rate of pay, in accordance with such contract of employment or employer policy respecting eligibility or time served. Vacation time vests on a pro-rata basis and, upon termination, an employee is entitled to a pro rata share of vested vacation pay. An employer may not require an employee to forfeit earned but unused vacation pay.

On information and belief, HEALTHY SPOT had a company-wide policy and practice of failing to pay Ms. Medina and other aggrieved employees vested vacation wages that were owed to them at the end of their employment, including all vested vacation wages that accrued during employees' final week of employment, in violation of California Labor Code section 227.3. Specifically, Ms. Medina had earned vested vacation pay until her employment with HEALTHY SPOT ended on or about January 30, 2024. However, HEALTHY SPOT only paid Ms. Medina the balance of his accrued and unused vacation wages as of January 15, 2024, or the end of her prior pay period. HEALTHY SPOT willfully and improperly paid Ms. Medina and other aggrieved employees their unused and vested vacation wages through their second to last pay period worked. HEALTHY SPOT's failure to pay Ms. Medina and other aggrieved employees all vested vacation wages at the end of their employment has caused a forfeiture of vested vacation wages in violation of California Labor Code section 227.3.

Ms. Medina and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g).

Violation of California Labor Code § 246– Failure to Properly Calculate Paid Sick Leave

At all relevant times herein, California Labor Code sections 245.5, 246, 246.5, 247, 247.5, 248.5, and 249 provide employees who have worked in California for 30 or more days from the commencement of employment with paid sick days, to be accrued at least one hour for every 30 hours worked. Effective January 1, 2024, employers must provide no less than 40 hours or five (5) days of paid sick leave (or equivalent paid leave or paid time off) in each year of the employee's employment. Further, Labor Code section 246(l) provides that an employer shall calculate paid sick leave by using one of two calculations: 1) "[p]aid sick time for nonexempt employees shall be calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek[;]" or 2) "[p]aid sick time for nonexempt employees shall be calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment."

During the relevant time period, HEALTHY SPOT did not pay Ms. Medina and/or other aggrieved employees the correct sick leave rates of pay. As stated, in addition to an hourly wage, HEALTHY SPOT paid Ms. Medina and/or other aggrieved employees incentive pay, nondiscretionary bonuses, and/or other forms of remuneration. However, in violation of the California Labor Code, HEALTHY SPOT failed to incorporate all remunerations, including incentive pay, and nondiscretionary bonuses, into the calculation of the regular rate of pay for purposes of calculating the sick leave rate. Therefore, during times when Ms. Medina and/or other aggrieved employees took sick leave and received these other forms of pay, HEALTHY SPOT failed to pay all sick leave benefits by paying a lower sick leave rate than required. Specifically, HEALTHY SPOT paid Ms. Medina and/or other aggrieved employees sick leave based on their hourly rate of pay instead of their regular rate of pay.

HEALTHY SPOT's failure to properly calculate the sick leave rates of pay based on all remuneration paid has resulted in an underpayment of sick leave benefits to Ms. Medina and/or other aggrieved employees on a company-wide basis in violation of Labor Code section 246(l). Ms. Medina and/or other

aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 248.5 and/or 2699(a), (f)-(g).

Violation of California Labor Code § 1198 and California Code of Regulations Title 8, Section 11070 Subdivision 13(B) – Failure to Provide Suitable Resting Facilities

California Labor Code section 1198 makes it illegal to employ an employee under conditions of labor that are prohibited by the applicable wage order. California Labor Code section 1198 requires that “. . . the standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor for employees. The employment of any employee . . . under conditions of labor prohibited by the order is unlawful.” California Code of Regulations, Title 8, section 11070(13)(B) provides that “[s]uitable resting facilities shall be provided in an area separate from the toilet rooms and shall be available to employees during work hours.”

HEALTHY SPOT's California stores are generally similar in their layout and design and there was, and continues to be, space that allows for a resting facility that employees may use to cease work and recover during meal or rest periods. HEALTHY SPOT could have provided Ms. Medina and other aggrieved employees with a suitable resting facility within all of its stores, with reasonable or no modification, but instead denied, and continues to deny, employees suitable areas to rest (e.g., a breakroom with seats). As a result, Ms. Medina and other aggrieved employees were forced to adjust to areas not conducive to resting or search for areas outside of the store which are not designated or reserved for their rest, such as in their personal vehicles.

HEALTHY SPOT did not provide Ms. Medina and other aggrieved employees with suitable resting facilities during their work hours, particularly during rest or meal periods. In other words, during the times when Ms. Medina and other aggrieved employees were legally allowed to forgo assigned tasks, as in during a meal or rest period, HEALTHY SPOT denied them any area within its stores to cease work and recover. Moreover, HEALTHY SPOT did not inform Ms. Medina and other aggrieved employees of their rights to suitable resting facilities under California law.

As a result of HEALTHY SPOT's company-wide failure to provide suitable resting facilities in all of its stores, Ms. Medina and other aggrieved employees were forced to adjust to areas not conducive to resting or search for facilities outside their stores to cease work and recover. HEALTHY SPOT's failure to provide suitable resting facilities to Ms. Medina and other aggrieved employees violates California Labor Code section 1198 and IWC Wage Order No. 7-2001, subdivision 13(B).

Ms. Medina and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, and seek injunctive relief to bring HEALTHY SPOT into compliance with California's resting facilities requirements, pursuant to Labor Code sections 1194.5 and/or 2699(a), (f)-(g).

Violation of California Labor Code § 1198 and California Code of Regulations Title 8, Section 11070 Subdivision 14(A) – 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 wage order. California Labor Code section 1198 requires that “. . . the standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor for employees. The employment of any employee . . . under conditions of labor prohibited by the order is unlawful.” 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.”

“The ‘nature of the work’ refers to an employee’s tasks performed at a given location for which a right to a suitable seat is claimed, rather than a ‘holistic’ consideration of the entire range of an employee’s duties anywhere on the jobsite during a complete shift. If the tasks being performed at a given location reasonably permit sitting, and provision of a seat would not interfere with performance of any other tasks that may require standing, a seat is called for.” *Kilby v. CVS Pharmacy, Inc.*, 368 P.3d 554, 558 (Cal. 2016). “Whether the nature of the work reasonably permits sitting is a question to be determined objectively based on the totality of the circumstances. An employer’s business judgment and the physical layout of the workplace are relevant but not dispositive factors. The inquiry focuses on the nature of the work, not an individual employee’s characteristics.” *Id.* The burden of proof to show suitable seating is not available is on the employer. *Id.* at 568. In other words, the employer must show that compliance is “infeasible because no suitable seating exists.” *See id.*

HEALTHY SPOT’s California stores are generally similar in their layout and design and there was, and continues to be, space behind cash wraps to allow for the presence and use of a seat or stool by Ms. Medina and/or other aggrieved employees (with reasonable or no modification to these work areas) during the performance of their work duties. HEALTHY SPOT could provide Ms. Medina and/or other aggrieved employees with a seat or stool at its cash wraps, but instead denies employees seating and forces Ms. Medina and/or other aggrieved employees to stand throughout the day.

Ms. Medina and/or other aggrieved employees spent a portion of their day behind or at these cash wraps. The nature of the work of an employee performing cashier duties can reasonably be accomplished from a seated position. However, as set forth herein, HEALTHY SPOT systematically, and on a company-wide basis, does not provide seats or stools at or near the cash wraps, forcing Ms. Medina and/or other aggrieved employees to stand throughout their work shifts.

HEALTHY SPOT violated California Labor Code section 1198 and California Code of Regulations, Title 8, section 11070(14)(A) because Ms. Medina and/or other aggrieved employees were not allowed to sit, even when the nature of the work would reasonably permit the use of seats, nor were they provided with suitable seats. HEALTHY SPOT’s management did not inform Ms. Medina and/or other aggrieved employees that they were allowed to sit down, provide any means for them to sit down, or mention any policy regarding sitting.

As a result of HEALTHY SPOT’s company-wide policy and/or practice of prohibiting employees from sitting during their shifts and company-wide failure to provide suitable seating, Ms. Medina and/or other aggrieved employees were forced to stand during shifts and denied seats. HEALTHY SPOT’s failure to provide suitable seating to Ms. Medina and/or other aggrieved employees violates California Labor Code section 1198 and IWC Wage Order No. 7-2001, subdivision 14(A).

Ms. Medina and/or other aggrieved employees are therefore entitled to recover civil penalties, attorney’s fees, costs, and interest thereon, and seek injunctive relief to bring HEALTHY SPOT into compliance with California’s seating requirements, pursuant to Labor Code sections 1194.5 and/or 2699(a), (f)-(g).

Violation of California Labor Code § 1198 and California Code of Regulations Title 8, Section 11070 Subdivision 14(B) – 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 wage order. California Labor Code section 1198 requires that “. . . the standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor for employees. The employment of any employee . . . under conditions of labor prohibited by the order is unlawful.” 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.”

The IWC states that subdivision 14(B) applies during “lulls in operation” when an employee, while still on the job, is not then actively engaged in any duties. *Kilby v. CVS Pharmacy, Inc.*, 368 P.3d 554, 565 (Cal. 2016), citing IWC, 1976 Wage Orders, Summary of Basic Provisions, Seats. When taken together, an employee is entitled to a seat under subdivision 14(A) if his or her actual tasks at a discrete location make seated work feasible, while working there. *Id.* However, if other job duties take the employee to a different location where he or she must perform tasks requiring standing, the employee would be entitled to a seat under subdivision 14(B) during “lulls in operation.” *Id.*

HEALTHY SPOT’s California stores are generally similar in their layout and design and there was, and continues to be, space near their work areas (with reasonable or no modification to these work areas) to allow for the presence and use of a seat or stool by Ms. Medina and/or other aggrieved employees during lulls in operation. HEALTHY SPOT could have provided Ms. Medina and/or other aggrieved employees with a seat or stool in its work areas, but instead denied, and continues to deny, employees seating, forcing them to stand throughout the day.

HEALTHY SPOT did not provide Ms. Medina and/or other aggrieved employees with seats or stools in reasonable proximity to their work areas to allow them to use seats when it would not interfere with the performance of their duties for times when they were not engaged in active duties that require standing. In other words, to the extent Ms. Medina and/or other aggrieved employees engaged in duties in which the nature of the work required standing, HEALTHY SPOT denied them the use of seats nearby during lulls in their work duties. Moreover, HEALTHY SPOT did not inform Ms. Medina and/or other aggrieved employees of their rights to a seat or stool under California law.

As a result of HEALTHY SPOT’s company-wide policy and/or practice of prohibiting employees from sitting at any time, even when they were not engaged in active duties requiring standing, and company-wide failure to provide seats in reasonable proximity to their work areas, Ms. Medina and/or other aggrieved employees were forced to stand during shifts and denied seats. HEALTHY SPOT’s failure to provide suitable seating to Ms. Medina and/or other aggrieved employees violates California Labor Code section 1198 and IWC Wage Order No. 7-2001, subdivision 14(B).

Ms. Medina and/or other aggrieved employees are entitled to recover civil penalties, attorney’s fees, costs, and interest thereon, and seek injunctive relief to bring HEALTHY SPOT into compliance with California’s seating requirements, pursuant to Labor Code sections 1194.5 and/or 2699(a), (f)-(g).

Violation of California Labor Code § 2802 – Unreimbursed Business Expenses

California Labor Code section 2802 requires employers to pay for all necessary expenditures and losses incurred by the employee in the performance of his or her job. The purpose of Labor Code section 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. *Cochran v. Schwan’s Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144 (2014). The applicable wage order, IWC Wage Order No. 7-2001, provides that: “[w]hen tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft.” IWC Wage Order No. 7-2001 further provides that: “[w]hen uniforms are required by the employer to be worn by the employee as a condition of employment, such uniforms shall be provided and maintained by the employer.”

First, HEALTHY SPOT had a company-wide policy of requiring Ms. Medina and other aggrieved employees to utilize their own personal vehicles or obtain alternate transportation to carry out company business, but failed to reimburse them for all costs of travel, including mileage. For example, Ms. Medina was required to drive to HEALTHY SPOT's warehouse in Torrance, California, to pick up inventory or supplies like shampoo. Additionally, Ms. Medina also drove to the Torrance warehouse to attend a HEALTHY SPOT training session for several hours during part of her shift. Although HEALTHY SPOT required Ms. Medina and other aggrieved employees to utilize their own vehicles or obtain alternate transportation to carry out their work-related responsibilities, HEALTHY SPOT did not reimburse them for their travel expenses.

Second, during the relevant time period, HEALTHY SPOT, on a company-wide basis, required Ms. Medina and other aggrieved employees to use their own personal mobile devices, including, but not limited to cellular phones, and/or mobile data to carry out their job duties, but failed to reimburse them for the cost of their work-related mobile device expenses. Ms. Medina and other aggrieved employees were required to use their personal mobile devices for work-related tasks, including responding to calls or text messages from HEALTHY SPOT's management and completing online training. Ms. Medina also used her personal cellular phone to download mobile applications in order to complete her work-related responsibilities, including producing groomer performance reports, tracking associate attendance, and submitting payroll information. Although HEALTHY SPOT required Ms. Medina and other aggrieved employees to utilize their personal mobile devices and/or mobile data to carry out their work-related responsibilities, HEALTHY SPOT failed to reimburse them for these costs.

Third, during the relevant time period, HEALTHY SPOT required Ms. Medina and other aggrieved employees to purchase supplies and equipment necessary for the performance of their duties, but failed to reimburse them for their out-of-pocket costs. For example, Ms. Medina spent approximately \$120 in total on office supplies such as pens and chalkboard markers, because HEALTHY SPOT failed to provide her with the necessary supplies which were required for the store to operate properly. Although HEALTHY SPOT required Ms. Medina and other aggrieved employees to purchase supplies and equipment to carry out their work-related responsibilities, HEALTHY SPOT failed to reimburse them for their out-of-pocket costs.

Fourth, during the relevant time period, HEALTHY SPOT expected Ms. Medina and other aggrieved employees to wear uniforms bearing the company logo, including uniform shirts and/or sweatshirts. Due to the nature of work involved in a grooming salon, dog daycare, and/or pet store, Ms. Medina's uniform shirts and/or sweatshirt would sometimes become contaminated. As a result, Ms. Medina was forced to wash her uniform items more frequently than she would otherwise do laundry and incur expenses in doing so, spending approximately \$24 per month at the laundromat. Moreover, other aggrieved employees would be forced to wash their uniform shirts and/or sweatshirts separately from their other clothing items, due to the danger of flea/tick contamination, and would further incur expenses in doing so. Thus, HEALTHY SPOT failed to maintain the uniforms it required Ms. Medina and other aggrieved employees to wear during their shifts and forced them to incur the cost of maintaining employee uniforms.

HEALTHY SPOT could have provided Ms. Medina and other aggrieved employees with the actual tools for use on the job, such as company vehicles, company mobile devices, supplies and equipment, and access to laundering services. Or, HEALTHY SPOT could have reimbursed employees for their mileage, travel expenses, mobile device usage, supply and equipment expenses, and costs of their laundering expenses or provided a uniform maintenance allowance. Instead, HEALTHY SPOT passed these operating costs off onto Ms. Medina and other aggrieved employees. At all relevant times, Ms. Medina did not earn at least two (2) times the minimum wage.

Thus, HEALTHY SPOT had, and continues to have, a company-wide policy and/or practice of not reimbursing employees for expenses necessarily incurred in violation of California Labor Code section

2802. Ms. Medina and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g).

California Labor Code § 558(a)

California Labor Code section 558(a) provides “[a]ny employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid” Labor Code section 558(c) provides that “[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law.” HEALTHY SPOT, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Ms. Medina’s and other aggrieved employees’ rights by violating various sections of the California Labor Code.

Accordingly, Ms. Medina seeks the remedies set forth in Labor Code section 558 for herself, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 1194.5, 2699(a), 2699.3(a) and 2699.3(c), 2699.5, and 558, Ms. Medina, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties and injunctive relief for herself, all other aggrieved employees, and the State of California against HEALTHY SPOT for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 227.3, 246, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2802.

Therefore, on behalf of all aggrieved employees, Ms. Medina seeks all applicable penalties related to these violations of the California Labor Code pursuant to PAGA.

Thank you for your attention to this matter. If you have any questions, please contact me at the phone number or address below:

Mao Shiokura
Capstone Law APC
1875 Century Park East, Suite 1000
Los Angeles, CA 90067
(310) 556-4811

Best Regards,



Mao Shiokura

Copy: HEALTHY SPOT LLC (via U.S. Certified Mail); HEALTHY SPOT 007 LLC (via U.S. Certified Mail); HEALTHY SPOT 014 LLC (via U.S. Certified Mail); HEALTHY SPOT 016 LLC (via U.S. Certified Mail); HEALTHY SPOT ALPHA, LLC (via U.S. Certified Mail); HEALTHY SPOT B001 LLC (via U.S. Certified Mail); HEALTHY SPOT BETA LLC (via U.S. Certified Mail); HEALTHY SPOT GAMMA, LLC (via U.S. Certified Mail); HEALTHY SPOT INCENTIVE UNITS, LLC (via U.S. Certified Mail); HEALTHY SPOT HOLDINGS, LLC (via U.S. Certified Mail); HEALTHY SPOT OPERATING, LLC (via U.S. Certified Mail); SPOT ON PET, LLC (via U.S. Certified Mail)

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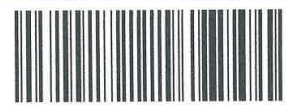
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6300 Canoga Avenue
Ste. #1500W
Woodland Hills, CA 91367



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Extra Services & Fees (check box, and fee as appropriate)

☒ Return Receipt (hardcopy)
☐ Certified Mail Restricted Delivery
☐ Adult Signature

 Postage \$
 Total Postage \$
 Sent to \$
 Street and Apt.
 City, State, ZIP

 Signature
 Date

HEALTHY SPOT 016 LLC
6300 Canoga Avenue
Ste. #1500W
Woodland Hills, CA 91367

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece.		A. Signature X B. Received by (Printed Name) C. Date of Delivery	
HEALTHY SPOT ALPHA, LLC 6300 Canoga Avenue Ste. #1500W Woodland Hills, CA 91367		D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No	
2. Address (Printed Name) 7022 2410 0000 2264 9940		3. Service Type ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Restricted Delivery	
PS Form 3811, July 2020 PSN 7530-02-000-9053		Domestic Return Receipt	

CAPSTONE LAW, APC
1875 Century Park East
Suite #1000
Los Angeles, CA 90067

HEALTHY SPOT ALPHA, LLC
6300 Canoga Avenue
Ste. #1500W
Woodland Hills, CA 91367

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS. FOLD AT DOTTED LINE.	
CERTIFIED MAIL®	
7022 2410 0000 2264 9940 7022 2410 0000 2264 9940	
U.S. Postal Service CERTIFIED MAIL® RECEIPT Domestic Mail Only For delivery information, visit our website at www.usps.com	
OFFICIAL USE Postmark Here Signature: <i>Melvin V. Smith</i>	
HEALTHY SPOT ALPHA, LLC 6300 Canoga Avenue Ste. #1500W Woodland Hills, CA 91367	

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece.

**HEALTHY SPOT B001
LLC**
1831 West 208th Street
Torrance, CA 90501



2. Address and ZIP Code (Print)

7022 2410 0000 2264 9957

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

- ☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

- D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

all Restricted Delivery

Domestic Return Receipt

CAPSTONE LAW, APC
1875 Century Park East
Suite #1000
Los Angeles, CA 90067

**HEALTHY SPOT B001
LLC**
1831 West 208th Street
Torrance, CA 90501

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS. FOLD AT DOTTED LINE.

CERTIFIED MAIL®



7022 2410 0000 2264 9957
7022 2410 0000 2264 9957

U.S. Postal Service[™]
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com

OFFICIAL USE

Certified Mail Fee \$
Extra Services & Fees (check box, add fee as appropriate)
☒ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Restricted Mail (Signature Confirmation) \$
☐ Adult Sign. \$
☐ Adult Sign. \$

Postage \$
Total Postage \$

Sent to Street and A City, State, ZIP+4[®]

**HEALTHY SPOT B001
LLC**
1831 West 208th Street
Torrance, CA 90501

Signature of Addressee
Mick U.
Healthy Spot
Postmark

PS Form 3811, July 2020 PSN 7530-02-000-9053 SEE INSTRUCTIONS

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece,

**HEALTHY SPOT BETA
LLC**
1831 West 208th Street
Torrance, CA 90501



2. Address and ZIP Code on the back of the mailpiece

7022 2410 0000 2264 9964

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Mail Restricted Delivery (00)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

CAPSTONE LAW, APC
1875 Century Park East
Suite #1000
Los Angeles, CA 90067

**HEALTHY SPOT BETA
LLC**
1831 West 208th Street
Torrance, CA 90501

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS. FOLD AT DOTTED LINE

CERTIFIED MAIL®



7022 2410 0000 2264 9964
7022 2410 0000 2264 9964

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only
For delivery information, visit our website at www.usps.com

OFFICIAL USE

Extra Services & Fees (check box and fee as appropriate)

☐ Certified Mail Restricted Delivery \$

☐ Return Receipt (hardcopy) \$

☐ Signature Confirmation \$

☐ Adult Signer \$

Postage \$

Total Postage \$

Sent To \$

Street and A \$

City, State, ZIP \$

PS Form 3811

HEALTHY SPOT BETA
LLC
1831 West 208th Street
Torrance, CA 90501

Postmark Here

Signature: *Healthy Spot*

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece,

**HEALTHY SPOT
GAMMA, LLC**
1831 West 208th Street
Torrance, CA 90501



2. Address and ZIP Code on 22x16 1/2 in. label

7022 2410 0000 2264 9971

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

d Mail Restricted Delivery (500)

Domestic Return Receipt

CARSTONE LAW, APC
1875 Century Park East
Suite #1000
Los Angeles, CA 90067

**HEALTHY SPOT
GAMMA, LLC**
1831 West 208th Street
Torrance, CA 90501

CERTIFIED MAIL



7022 2410 0000 2264 9971
7022 2410 0000 2264 9971

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com

OFFICIAL USE

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Adult Signature \$
☐ Adult Signature Restricted Delivery \$
☐ Collect on Delivery \$
☐ Collect on Delivery Restricted Delivery \$
☐ Registered Mail™ \$
☐ Registered Mail Restricted Delivery \$
☐ Signature Confirmation™ \$
☐ Signature Confirmation Restricted Delivery \$
☐ Priority Mail Express® \$
☐ Registered Mail™ \$
☐ Registered Mail Restricted Delivery \$
☐ Signature Confirmation™ \$
☐ Signature Confirmation Restricted Delivery \$

Postage \$
Total Postage \$
Sent To \$
Street and Apt.
City, State, ZIP

HEALTHY SPOT
GAMMA, LLC
1831 West 208th Street
Torrance, CA 90501

PS Form 3800, April 2019 PSN 7530-02-000-9047 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- ☐ Complete items 1, 2, and 3.
☐ Print your name and address on the reverse so that we can return the card to you.
☐ Attach this card to the back of the mailpiece.

**HEALTHY SPOT
INCENTIVE UNITS, LLC**
 1831 West 208th Street
 Torrance, CA 90501



2. Article number (Printed on back of mailpiece)

7022 2410 0000 2264 9988

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
 If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

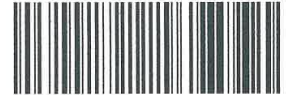
Domestic Return Receipt

CAPSTONE LAW, APC
 1875 Century Park East
 Suite #1000
 Los Angeles, CA 90067

**HEALTHY SPOT
INCENTIVE UNITS, LLC**
 1831 West 208th Street
 Torrance, CA 90501

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

CERTIFIED MAIL®



7022 2410 0000 2264 9988

7022 2410 0000 2264 9988

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
 For delivery information, visit our website at www.usps.com.
 Domestic Mail Only

OFFICIAL USE

Certified Mail Fee \$
 Extra Services & Fees (attach form, and fee as appropriate)
☐ Return Receipt (hardcopy) \$
☐ Restricted Mail (electronic) \$
☐ Registered Mail Restricted Delivery \$
☐ Adult Signature
 Postage \$
 Total Postage \$
 Sent to \$
 Street and Apt.
 City, State, Zip

HEALTHY SPOT
 INCENTIVE UNITS, LLC
 1831 West 208th Street
 Torrance, CA 90501

PS Form 3800

Madhu V.
 Healthy Spot
 Postmark Here

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece,

**HEALTHY SPOT
HOLDINGS, LLC**
333 S. Grand Avenue
28th Floor
Los Angeles, CA 90071



2. Address (Printed Name)

7022 2410 0000 2264 8288

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

☐ Agent
☐ Addressee

X

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
 If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (≤ \$500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

CAPSTONE LAW, APC
1875 Century Park East
Suite #1000
Los Angeles, CA 90067

**HEALTHY SPOT
HOLDINGS, LLC**
333 S. Grand Avenue
28th Floor
Los Angeles, CA 90071

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS. FOLD AT DOTTED LINE

CERTIFIED MAIL®

7022 2410 0000 2264 8288

7022 2410 0000 2264 8288

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only
 For delivery information, visit our website at www.usps.com

OFFICIAL USE

Certified Mail Fee \$ _____
 Return Receipt Fee (if requested) \$ _____
 Return Receipt Restricted Delivery (if requested) \$ _____
 Certified Mail Restricted Delivery (if requested) \$ _____
 Adult Signature (if requested) \$ _____
 Priority Mail Express (if requested) \$ _____
 Total Postage \$ _____
 Sent to _____
 Street and Apt. _____
 City, State, ZIP _____

HEALTHY SPOT
HOLDINGS, LLC
333 S. Grand Avenue
28th Floor
Los Angeles, CA 90071

Medina V.
Healthy Spot
Fullmark
Here

PS Form 3860

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece.

**HEALTHY SPOT
OPERATING, LLC**
333 S. Grand Avenue
28th Floor
LOS ANGELES, CA 90071



2. Address and ZIP Code on 2215 8295

7022 2410 0000 2264 8295

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ Agent ☐ Addressee
B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Mail Restricted Delivery

☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

CAPSTONE LAW, APC
1875 Century Park East
Suite #1000
Los Angeles, CA 90067

**HEALTHY SPOT
OPERATING, LLC**
333 S. Grand Avenue
28th Floor
LOS ANGELES, CA 90071

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS. FOLD AT DOTTED LINE
CERTIFIED MAIL®



7022 2410 0000 2264 8295
7022 2410 0000 2264 8295

**U.S. Postal Service™
CERTIFIED MAIL® RECEIPT**
Domestic Mail Only
For delivery information, visit our website at www.usps.com

OFFICIAL USE

1. Certified Mail Fee \$
2. Postage \$
3. Insurance (if elected) \$
4. Signature Confirmation (if elected) \$
5. Registered Mail (if elected) \$
6. Return Receipt (if elected) \$
7. Total Postage \$
8. Sent to \$
9. Street and A \$
10. City, State, & ZIP \$

Postmark Here

**HEALTHY SPOT
OPERATING, LLC**
333 S. Grand Avenue
28th Floor
LOS ANGELES, CA 90071

Melissa V. Kelly

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece.		A. Signature ☒ Agent ☐ Addressee	
SPOT ON PET, LLC 1831 West 208th Street Torrance, CA 90501		B. Received by (Printed Name) _____ C. Date of Delivery _____	
2. Article(s) Description: _____		D. Is delivery address different from item 1? ☐ Yes ☐ No If YES, enter delivery address below: _____	
3. Service Type ☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Insured Mail ☐ Insured Mail Restricted Delivery		4. Service Type ☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Insured Mail ☐ Insured Mail Restricted Delivery	
PS Form 3811, July 2020 PSN 7530-02-000-9053		Domestic Return Receipt	

CAPSTONE LAW, APC
1875 Century Park East
Suite #1000
Los Angeles, CA 90067

SPOT ON PET, LLC
1831 West 208th Street
Torrance, CA 90501

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS. FOLD AT DOTTED LINE.	
CERTIFIED MAIL	
7022 2410 0000 2264 8301	
7022 2410 0000 2264 8301	
U.S. Postal Service[®] CERTIFIED MAIL[®] RECEIPT Domestic Mail Only	
For delivery information, visit our website at www.usps.com.	
OFFICIAL USE	
Extra Services & Fees (attach box, add fee as appropriate)	
Signature Confirmation (Indicate)	Signature Confirmation Restricted Delivery
Registered Mail (Indicate)	Registered Mail Restricted Delivery
Insured Mail (Indicate)	Insured Mail Restricted Delivery
Adult Sign	Adult Sign
Postage	Postage
Total Postage	Total Postage
Sent To	Sent To
Street and/or	Street and/or
City, State, ZIP	City, State, ZIP
PS Form 3811	PS Form 3811

SPOT ON PET, LLC
1831 West 208th Street
Torrance, CA 90501

Melina V. Healy Sport