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County of Los Angeles
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David W. Slayton,
Executive Officer/Clerk of Court,
By J. Covarrubias, Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

ROSA MEDINA, as an aggrieved
employee pursuant to the Private
Attorneys General Act ("PAGA"), on
behalf of the State of California and
other non-party Aggrieved
Employees,

Plaintiff,

vs.

HEALTHY SPOT LLC, a California
limited liability company; HEALTHY
SPOT 007 LLC, a California limited
liability company; HEALTHY SPOT
014 LLC, a California limited liability
company; HEALTHY SPOT 016
LLC, a California limited liability
company; HEALTHY SPOT ALPHA,
LLC, a California limited liability
company; HEALTHY SPOT B001
LLC, a California limited liability
company; HEALTHY SPOT BETA
LLC, a California limited liability
company; HEALTHY SPOT
GAMMA, LLC, a California limited
liability company; HEALTHY SPOT
INCENTIVE UNITS, LLC, a
California limited liability company;
HEALTHY SPOT HOLDINGS, LLC,
a Delaware limited liability company;

Case No.: **24STCV22571**

**COMPLAINT – PAGA ENFORCEMENT
ACTION**

(1) Claim for Civil Penalties for Violations of
California Labor Code, Pursuant to PAGA,
§§ 2698, *et seq.*

Jury Trial Demanded

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HEALTHY SPOT OPERATING,
LLC, a Delaware limited liability
company; SPOT ON PET, LLC, a
California limited liability company;
and DOES 1 through 10, inclusive,

Defendants.

1 Plaintiff Rosa Medina, as an aggrieved employee and on behalf of the State of
2 California and all other non-party Aggrieved Employees, alleges as follows:

3 JURISDICTION AND VENUE

4 1. This is an enforcement action under the Labor Code Private Attorneys General
5 Act of 2004, California Labor Code sections 2698, *et seq.* (“PAGA”) to recover civil penalties
6 and any other available relief on behalf of Plaintiff, the State of California, and other current
7 and former employees who worked for Defendants in California as a non-exempt, hourly paid
8 employee and received at least one wage statement and against whom one or more violations
9 of any provision in Division 2 Part 2 Chapter 1 of the Labor Code or any provision regulating
10 hours and days of work in the applicable Industrial Welfare Commission (“IWC”) Wage
11 Order were committed, as set forth in this complaint, at any time between one year prior to the
12 filing of the pre-filing written notice to the Labor and Workforce Development Agency
13 (“LWDA”) in this case on June 27, 2024, until judgment (“non-party Aggrieved Employees”).
14 Plaintiff’s share of civil penalties sought in this action does not exceed \$75,000.

15 2. This Court has jurisdiction over this action pursuant to the California
16 Constitution, Article VI, section 10. The statute under which this action is brought does not
17 specify any other basis for jurisdiction.

18 3. This Court has jurisdiction over all Defendants because, on information and
19 belief, Defendants are either citizens of California, have sufficient minimum contacts in
20 California, or otherwise intentionally avail themselves of the California market so as to render
21 the exercise of jurisdiction over them by the California courts consistent with traditional
22 notions of fair play and substantial justice. There is no basis for federal diversity jurisdiction
23 in this action given that the State of California, as the real party in interest in this action, is not
24 a “citizen” for purposes of satisfying diversity jurisdiction. *Urbino v. Orkin Servs. of Cal.*,
25 726 F.3d 1118, 1123 (9th Cir. Cal. 2013). *Urbino* also holds that civil penalties cannot be
26 aggregated to satisfy the amount in controversy requirement for federal diversity jurisdiction
27 in this action, and that diversity jurisdiction cannot be established when Plaintiff’s share of the
28 civil penalties attributable to violations personally suffered are less than \$75,000. *Id.* at 1122.

4. Venue is proper in this Court because Defendants filed Statement of Information forms with the Secretary of State designating a principal place of business in Culver City, County of Los Angeles, in accordance with California Corporation Code section 2105(a)(3). Cal. Code Civ. P. § 395.5. Venue is also proper in this Court because employ persons in this county, and employed Plaintiff in this county, and thus a substantial portion of the transactions and occurrences related to this action occurred in this county.

5. California Labor Code sections 2698, *et seq.*, the “Labor Code Private Attorneys General Act of 2004” (“PAGA”), authorize aggrieved employees to sue as private attorneys general their current or former employers for various civil penalties for violations of various provisions in the California Labor Code.

THE PARTIES

6. Plaintiff Rosa Medina is a resident of Hawthorne, in Los Angeles County, California. Defendants employed Plaintiff as an hourly paid, non-exempt employee from approximately January 2022 to January 2024. Plaintiff worked for Defendants as a Salon Manager and Key Holder at their stores located in Manhattan Beach and Marina Del Rey, California. During her employment, Plaintiff typically worked eight (8) hours per day, five (5) days per week, and approximately 40 hours per week. At the time her employment ended, Plaintiff was compensated approximately \$19.00 per hour. Her job duties included, without limitation, cashiering, scheduling appointments, conducting inventory, and managing the salon.

7. On information and belief, Defendants required some employees, including Plaintiff, to execute an arbitration agreement at the time of their hire or during their employment. On further information and belief, Defendants' arbitration agreement was and is both procedurally and substantively unconscionable. Specifically, Defendants presented employees with an "Arbitration Agreement" during the onboarding process, which had to be reviewed and acknowledged immediately. Specifically, the Arbitration Agreement was one of several documents presented to new employees for signature during the orientation process, including the Employee Handbook Acknowledgement, Labor Code section 2810.5 Notice to

Employee, and Essential Job Functions Form, among other documents. Also, employees did not have a meaningful opportunity to negotiate the terms of the Arbitration Agreement. Rather, it was provided to Defendants' employees for them to sign on a take-it or leave-it basis at the time they were hired, along with all of the other on-boarding documents.

8. HEALTHY SPOT LLC was and is, upon information and belief, a California limited liability company, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

9. HEALTHY SPOT 007 LLC was and is, upon information and belief, a California limited liability company, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county, the State of California.

10. HEALTHY SPOT 014 LLC was and is, upon information and belief, a California limited liability company, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county, the State of California.

11. HEALTHY SPOT 016 LLC was and is, upon information and belief, a California limited liability company, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county, the State of California.

12. HEALTHY SPOT ALPHA, LLC was and is, upon information and belief, a California limited liability company, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county, the State of California.

13. HEALTHY SPOT B001 LLC was and is, upon information and belief, a California limited liability company, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county, the State of California.

14. HEALTHY SPOT BETA LLC was and is, upon information and belief, a California limited liability company, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county, the State of California.

15. HEALTHY SPOT GAMMA, LLC was and is, upon information and belief, a California limited liability company, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county, the State of California.

1 16. HEALTHY SPOT INCENTIVE UNITS, LLC was and is, upon information
2 and belief, a California limited liability company, and at all times hereinafter mentioned, an
3 employer whose employees are engaged throughout this county, the State of California.

4 17. HEALTHY SPOT HOLDINGS, LLC was and is, upon information and belief,
5 a Delaware limited liability company, and at all times hereinafter mentioned, an employer
6 whose employees are engaged throughout this county, the State of California.

7 18. HEALTHY SPOT OPERATING, LLC was and is, upon information and belief,
8 a Delaware limited liability company, and at all times hereinafter mentioned, an employer
9 whose employees are engaged throughout this county, the State of California.

10 19. SPOT ON PET, LLC was and is, upon information and belief, a California
11 limited liability company, and at all times hereinafter mentioned, an employer whose
12 employees are engaged throughout this county, the State of California.

13 20. Plaintiff is unaware of the true names or capacities of the Defendants sued
14 herein under the fictitious names DOES 1 through 10, but will seek leave of this Court to
15 amend the complaint and serve such fictitiously named Defendants once their names and
16 capacities become known.

17 21. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10
18 were the partners, agents, owners, or managers of HEALTHY SPOT LLC; HEALTHY SPOT
19 007 LLC; HEALTHY SPOT 014 LLC; HEALTHY SPOT 016 LLC; HEALTHY SPOT
20 ALPHA, LLC; HEALTHY SPOT B001 LLC; HEALTHY SPOT BETA LLC; HEALTHY
21 SPOT GAMMA, LLC; HEALTHY SPOT INCENTIVE UNITS, LLC; HEALTHY SPOT
22 HOLDINGS, LLC; HEALTHY SPOT OPERATING, LLC; and SPOT ON PET, LLC, at all
23 relevant times.

24 22. Plaintiff is informed and believes, and thereon alleges, that each and all of the
25 acts and omissions alleged herein was performed by, or is attributable to, HEALTHY SPOT
26 LLC; HEALTHY SPOT 007 LLC; HEALTHY SPOT 014 LLC; HEALTHY SPOT 016 LLC;
27 HEALTHY SPOT ALPHA, LLC; HEALTHY SPOT B001 LLC; HEALTHY SPOT BETA
28 LLC; HEALTHY SPOT GAMMA, LLC; HEALTHY SPOT INCENTIVE UNITS, LLC;

1 HEALTHY SPOT HOLDINGS, LLC; HEALTHY SPOT OPERATING, LLC; SPOT ON
2 PET, LLC; and/or DOES 1 through 10 (collectively, “Defendants” or “HEALTHY SPOT”),
3 each acting as the agent, employee, alter ego, and/or joint venturer of, or working in concert
4 with, each of the other co-Defendants and was acting within the course and scope of such
5 agency, employment, joint venture, or concerted activity with legal authority to act on the
6 others’ behalf. The acts of any and all Defendants were in accordance with, and represent, the
7 official policy of Defendants.

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

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

15 25. Under California law, Defendants are jointly and severally liable as employers
16 for the violations alleged herein because they have each exercised sufficient control over the
17 wages, hours, working conditions, and employment status of Plaintiff and other non-party
18 Aggrieved Employees. Each Defendant had the power to hire and fire Plaintiff and other non-
19 party Aggrieved Employees, supervised and controlled their work schedule and/or conditions
20 of employment, determined their rate of pay, and maintained their employment records.
21 Defendants suffered or permitted Plaintiff and other non-party Aggrieved Employees to work
22 and/or “engaged” Plaintiff and other non-party Aggrieved Employees so as to create a
23 common-law employment relationship. As joint employers of Plaintiff and other non-party
24 Aggrieved Employees, Defendants are jointly and severally liable for the civil penalties
25 available to Plaintiff and other non-party Aggrieved Employees under the law.

26 26. Plaintiff is informed and believes, and thereon alleges, that at all relevant times,
27 Defendants, and each of them, have acted as joint employers with respect to Plaintiff and other
28 non-party Aggrieved Employees because Defendants have:

- 1 (a) jointly exercised meaningful control over the work performed by
2 Plaintiff and other non-party Aggrieved Employees;
- 3 (b) jointly exercised meaningful control over Plaintiff's and other non-party
4 Aggrieved Employees' wages, hours, and working conditions, including
5 the quantity, quality standards, speed, scheduling, and operative details
6 of the tasks performed by Plaintiff and other non-party Aggrieved
7 Employees;
- 8 (c) jointly required that Plaintiff and other non-party Aggrieved Employees
9 perform work which is an integral part of Defendants' businesses; and
- 10 (d) jointly exercised control over Plaintiff and other non-party Aggrieved
11 Employees as a matter of economic reality in that Plaintiff and other
12 non-party Aggrieved Employees were dependent on Defendants, who
13 shared the power to set the wages of Plaintiff and other non-party
14 Aggrieved Employees and determined their working conditions, and
15 who jointly reaped the benefits from the underpayment of their wages
16 and noncompliance with other statutory provisions governing their
17 employment.

18 27. Plaintiff is informed and believes, and thereon alleges, that at all relevant times
19 there has existed a unity of interest and ownership between Defendants such that any
20 individuality and separateness between the entities has ceased.

21 28. HEALTHY SPOT LLC; HEALTHY SPOT 007 LLC; HEALTHY SPOT 014
22 LLC; HEALTHY SPOT 016 LLC; HEALTHY SPOT ALPHA, LLC; HEALTHY SPOT B001
23 LLC; HEALTHY SPOT BETA LLC; HEALTHY SPOT GAMMA, LLC; HEALTHY SPOT
24 INCENTIVE UNITS, LLC; HEALTHY SPOT HOLDINGS, LLC; HEALTHY SPOT
25 OPERATING, LLC; SPOT ON PET, LLC; and/or DOES 1 through 10 are therefore alter egos
26 of each other.

27 29. Adherence to the fiction of the separate existence of Defendants would permit
28 an abuse of the corporate privilege, and would promote injustice by protecting Defendants

1 from liability for the wrongful acts committed by them under the name HEALTHY SPOT.

2 30. Plaintiff further alleges, upon information and belief, that the Defendants
3 HEALTHY SPOT LLC; HEALTHY SPOT 007 LLC; HEALTHY SPOT 014 LLC;
4 HEALTHY SPOT 016 LLC; HEALTHY SPOT ALPHA, LLC; HEALTHY SPOT B001 LLC;
5 HEALTHY SPOT BETA LLC; HEALTHY SPOT GAMMA, LLC; HEALTHY SPOT
6 INCENTIVE UNITS, LLC; HEALTHY SPOT HOLDINGS, LLC; HEALTHY SPOT
7 OPERATING, LLC; and SPOT ON PET, LLC are alter egos of each other for the following
8 reasons:

- 9 (a) On information and belief, HEALTHY SPOT HOLDINGS, LLC;
10 HEALTHY SPOT OPERATING, LLC; and SPOT ON PET, LLC are
11 successor entities of HEALTHY SPOT LLC; HEALTHY SPOT 007
12 LLC; HEALTHY SPOT 014 LLC; HEALTHY SPOT 016 LLC;
13 HEALTHY SPOT ALPHA, LLC; HEALTHY SPOT B001 LLC;
14 HEALTHY SPOT BETA LLC; HEALTHY SPOT GAMMA, LLC;
15 HEALTHY SPOT INCENTIVE UNITS, LLC;
- 16 (b) On the California Secretary of State's website
17 (<https://bizfileonline.sos.ca.gov/>), HEALTHY SPOT LLC; HEALTHY
18 SPOT 007 LLC; HEALTHY SPOT 014 LLC; HEALTHY SPOT B001
19 LLC; HEALTHY SPOT BETA LLC; HEALTHY SPOT GAMMA,
20 LLC; HEALTHY SPOT INCENTIVE UNITS, LLC; and SPOT ON
21 PET, LLC have the same principal office address and mailing address,
22 "1831 WEST 208TH STREET TORRANCE, CA 90501";
- 23 (c) HEALTHY SPOT 016 LLC and HEALTHY SPOT ALPHA, LLC have
24 the same principal office address and mailing address, "6300 CANOGA
25 AVENUE STE 1500W WOODLAND HILLS, CA 91367" and share the
26 same agent for service of process, Kermith Boffill;
- 27 (d) HEALTHY SPOT HOLDINGS, LLC and HEALTHY SPOT
28 OPERATING, LLC have the same principal office address and mailing

address, “333 S. GRAND AVENUE 28TH FLOOR LOS ANGELES, CA 90071” and share the same agent for service of process, CSC - LAWYERS INCORPORATING SERVICE;

(e) According to their most recent “Statement of Information” forms filed with the California Secretary of State, HEALTHY SPOT LLC; HEALTHY SPOT 007 LLC; HEALTHY SPOT 014 LLC; HEALTHY SPOT B001 LLC; HEALTHY SPOT BETA LLC; HEALTHY SPOT GAMMA, LLC; and HEALTHY SPOT INCENTIVE UNITS, LLC share the same officers, managers, and/or members, including, but not limited to, Andrew Kim, who serves as Chief Executive Officer, Manager, and/or Member, and who also serves as agent for service of process; and

(f) On information and belief, 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 SPOT ON PET, LLC utilize the same standardized employment forms and issue the same employment policies.

PAGA REPRESENTATIVE ALLEGATIONS

31. Defendants own and operate approximately 20 pet store locations which also offer dog grooming and dog daycare services in California. Upon information and belief, Defendants maintain a single, centralized Human Resources (HR) department at their corporate headquarters in Torrance, California, for all non-exempt, hourly paid employees working for Defendants in California, which is responsible for the recruiting and hiring of new employees, and communicating and implementing Defendants’ company-wide policies, including timekeeping policies and meal and rest period policies, to employees throughout

1 California.

2 32. In particular, Plaintiff and other non-party Aggrieved Employees, on
3 information and belief, received the same standardized documents and/or written policies.
4 Upon information and belief, the usage of standardized documents and/or written policies,
5 including new-hire documents, indicate that Defendants dictated policies at the corporate level
6 and implemented them company-wide, regardless of their employees' assigned locations or
7 positions. Upon information and belief, Defendants set forth uniform policies and procedures
8 in several documents provided at an employee's time of hire.

9 33. Upon information and belief, Defendants maintain a centralized Payroll
10 department at their corporate headquarters in Torrance, California, which processes payroll for
11 all non-exempt, hourly paid employees working for Defendants at their various locations in
12 California, including Plaintiff and other non-party Aggrieved Employees. Based upon
13 information and belief, Defendants issue the same formatted wage statements to all non-
14 exempt, hourly paid employees in California, irrespective of their work locations. Upon
15 information and belief, Defendants process payroll for departing employees in the same
16 manner throughout the State of California, regardless of the manner in which each employee's
17 employment ends.

18 34. Defendants continue to employ non-exempt or hourly paid employees in
19 California.

20 35. Plaintiff is informed and believes, and thereon alleges, that at all times herein
21 mentioned, Defendants were advised by skilled lawyers and other professionals, employees
22 and advisors knowledgeable about California labor and wage law, employment and personnel
23 practices, and about the requirements of California law.

24 36. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and other
25 non-party Aggrieved Employees were not paid for all hours worked because all hours worked
26 were not recorded.

27 37. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
28 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to

1 receive certain wages for overtime compensation and that they were not receiving certain
2 wages for overtime compensation.

3 38. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
4 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
5 receive at least minimum wages for compensation and that they were not receiving at least
6 minimum wages for work that was required to be done off-the-clock. In violation of the
7 California Labor Code, Plaintiff and other non-party Aggrieved Employees were not paid at
8 least minimum wages for work done off-the-clock.

9 39. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
10 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
11 meal periods in accordance with the California Labor Code and applicable IWC Wage Order
12 or payment of one (1) additional hour of pay at their regular rates of pay when they were not
13 provided with timely, uninterrupted, thirty (30) minute meal periods and that Plaintiff and
14 other non-party Aggrieved Employees were not provided with all meal periods or payment of
15 one (1) additional hour of pay at their regular rates of pay when they did not receive a timely,
16 uninterrupted, thirty (30) minute meal period.

17 40. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
18 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
19 rest periods in accordance with the California Labor Code and applicable IWC Wage Order or
20 payment of one (1) additional hour of pay at their regular rates of pay when they were not
21 authorized and permitted to take a compliant rest period and that Plaintiff and other non-party
22 Aggrieved Employees were not authorized and permitted to take compliant rest periods or
23 provided with payment of one (1) additional hour of pay at their regular rates of pay when
24 they were not authorized and permitted to take a compliant rest period.

25 41. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
26 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
27 receive complete and accurate wage statements in accordance with California law. In
28 violation of the California Labor Code, Plaintiff and other non-party Aggrieved Employees

1 were not provided complete and accurate wage statements.

2 42. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
3 should have known that they had a duty to maintain accurate and complete payroll records in
4 accordance with the Labor Code and applicable IWC Wage Order, but willfully, knowingly,
5 and intentionally failed to do so.

6 43. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
7 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
8 timely payment of wages during their employment. In violation of the California Labor Code,
9 Plaintiff and other non-party Aggrieved Employees did not receive payment of all wages,
10 including, but not limited to, overtime wages, minimum wages, and/or meal and rest period
11 premiums, within permissible time periods.

12 44. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
13 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
14 timely payment of all wages earned upon termination of employment. In violation of the
15 California Labor Code, Plaintiff and other non-party Aggrieved Employees did not receive
16 payment of all wages due, including, but not limited to, overtime wages, minimum wages,
17 meal and rest period premiums, and/or vested vacation wages, within permissible time
18 periods.

19 45. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
20 should have known that they were required to pay departing employees all vested vacation
21 wages that were owed to them at the end of their employment. In violation of the California
22 Labor Code, Defendants failed to pay Plaintiff and other non-party Aggrieved Employees all
23 vested vacation wages at the end of their employment, causing a forfeiture of vested vacation
24 wages.

25 46. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
26 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
27 suitable resting facilities to cease work and recover during meal or rest periods, but failed to
28 provide suitable resting facilities.

1 47. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
2 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
3 suitable seating and/or were entitled to sit when it did not interfere with the performance of
4 their duties and also have seats nearby to use during a lull in tasks that do require moving
5 about or standing. In violation of the California Labor Code and applicable IWC Wage Order,
6 Defendants failed to provide Plaintiff and other non-party Aggrieved Employees suitable
7 seating.

8 48. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
9 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
10 receive reimbursement for all business-related expenses and costs they incurred during the
11 course and scope of their employment and that they did not receive reimbursement of
12 applicable business-related expenses and costs incurred.

13 49. Plaintiff is informed and believes, and thereon alleges, that at all times herein
14 mentioned, Defendants knew or should have known that they had a duty to compensate
15 Plaintiff and other non-party Aggrieved Employees for all hours worked, and that Defendants
16 had the financial ability to pay such compensation, but willfully, knowingly, and intentionally
17 failed to do so, and falsely represented to Plaintiff and other non-party Aggrieved Employees
18 that they were properly denied wages, all in order to increase Defendants' profits.

19 50. At all times herein set forth, PAGA provides that any provision of law under
20 the Labor Code and applicable IWC Wage Order that provides for a civil penalty to be
21 assessed and collected by the LWDA for violations of the California Labor Code and
22 applicable IWC Wage Order may, as an alternative, be recovered by aggrieved employees in a
23 civil action brought on behalf of themselves and other current or former employees pursuant
24 to procedures outlined in California Labor Code section 2699.3.

25 51. PAGA defines an "aggrieved employee" in Labor Code section 2699(c)(1) as
26 "any person who was employed by the alleged violator and personally suffered each of the
27 violations alleged."

28 52. Plaintiff and other current and former employees of Defendants are "aggrieved

employees” as defined by Labor Code section 2699(c)(1) in that they are all Defendants’ current or former employees and each of the alleged violations were committed against them.

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

- (a) The aggrieved employee shall give written notice by online filing (hereinafter “Employee’s Notice”) to the LWDA and by certified mail to the employer of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations.
- (b) An aggrieved employee’s notice filed with the LWDA pursuant to 2699.3(a) and any employer response to that notice shall be accompanied by a filing fee of seventy-five dollars (\$75).
- (c) The LWDA shall provide notice (hereinafter “LWDA Notice”) to the employer and the aggrieved employee by certified mail that it does not intend to investigate the alleged violation within sixty (60) calendar days of the postmark date of the Employee’s Notice. Upon receipt of the LWDA Notice, or if the LWDA Notice is not provided within sixty-five (65) calendar days of the postmark date of the Employee’s Notice, the aggrieved employee may commence a civil action pursuant to California Labor Code section 2699 to recover civil penalties in addition to any other penalties to which the employee may be entitled.

54. Pursuant to California Labor Code section 2699.3(c), aggrieved employees, through Plaintiff, may pursue a civil action arising under PAGA for violations of any provision other than those listed in Section 2699.5 after the following requirements have been met:

- (a) The aggrieved employee or representative shall give written notice by online filing to the LWDA and by certified mail to the employer of the

specific provisions of the California Labor Code alleged to have been violated (other than those listed in Section 2699.5), including the facts and theories to support the alleged violation.

(b) An aggrieved employee's notice filed with the LWDA pursuant to 2699.3(c) and any employer response to that notice shall be accompanied by a filing fee of seventy-five dollars (\$75).

(c) The employer may cure the alleged violation within thirty-three (33) calendar days of the postmark date of the notice. The employer shall give written notice by certified mail within that period of time to the aggrieved employee or representative and the agency if the alleged violation is cured, including a description of actions taken, and no civil action pursuant to Section 2699 may commence. If the alleged violation is not cured within the 33-day period, the employee may commence a civil action pursuant to Section 2699.

55. On June 27, 2024, Plaintiff provided written notice by online filing to the LWDA and by certified mail to Defendants of the specific provisions of the California Labor Code alleged to have been violated, including facts and theories to support the alleged violations, in accordance with California Labor Code section 2699.3. Plaintiff's written notice was accompanied with the applicable filing fee of seventy-five dollars (\$75). The LWDA PAGA Administrator has confirmed receipt of Plaintiff's written notice and assigned Plaintiff PAGA Case Number LWDA-CM-1036842-24. A true and correct copy of Plaintiff's written notice to the LWDA and Defendants dated June 27, 2024, is attached hereto as "Exhibit 1."

56. As of the filing date of this complaint, over 65 days have passed since Plaintiff sent the written notice described above, and the LWDA has not responded that it intends to investigate Plaintiff's claims, and Defendants have not cured the violations.

57. Thus, Plaintiff has satisfied the administrative prerequisites under California Labor Code sections 2699.3(a) and 2699.3(c) to recover civil penalties against Defendants for

violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 227.3, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1198, and 2802.

58. 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 “[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law.” Plaintiff, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties under Labor Code section 558 for herself, all other non-party Aggrieved Employees, and the State of California against Defendants for violations of Labor Code sections 510, 512(a), 516, and 1198, and the applicable IWC Wage Order. Plaintiff, acting in the public interest as a private attorney general, does not seek the recovery of unpaid wages under Labor Code section 558 from Defendants for violations of Labor Code sections 510, 512(a), 516, and 1198, and the applicable IWC Wage Order.

59. Defendants, at all times relevant to this complaint, were employers or persons acting on behalf of an employer(s) who violated Plaintiff’s and other non-party Aggrieved Employees’ rights by violating various sections of the California Labor Code as set forth above.

60. As set forth below, Defendants have violated numerous provisions of both the Labor Code sections regulating hours and days of work as well as the applicable IWC Wage Order.

61. Pursuant to PAGA, and in particular, California Labor Code sections 2699(a), 2699.3(a), 2699.3(c), 2699.5, and section 558, Plaintiff, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for herself, all other

1 non-party Aggrieved Employees, and the State of California against Defendants for violations
2 of California Labor Code sections 201, 202, 204, 226(a), 226.7, 227.3, 510, 512(a), 516,
3 1174(d), 1182.12, 1194, 1197, 1198, and 2802.

4 **FIRST CAUSE OF ACTION**

5 **For Civil Penalties, Pursuant to California Labor Code §§ 2698, *et seq.***

6 **(Against all Defendants)**

7 62. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
8 and every allegation set forth above.

9 63. California Labor Code §§ 2698, *et seq.* (“PAGA”) permits Plaintiff to recover
10 civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code
11 section 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 204, 1174(d), and
12 1198. Labor Code section 2699.3(c) permits aggrieved employees, including Plaintiff, to
13 recover civil penalties for violations of those Labor Code sections not found in section 2699.5,
14 including sections 226(a), 226.7, 227.3, 510, 512(a), 516, 1182.12, 1194, 1197, and 2802.

15 64. Defendants’ conduct, as alleged herein, violates numerous sections of the
16 California Labor Code, including, but not limited to, the following:

- 17 (a) Violation of Labor Code sections 510 and 1198, and the applicable IWC
18 Wage Order for Defendants’ failure to compensate Plaintiff and other
19 non-party Aggrieved Employees with all required overtime pay, as set
20 forth below;
- 21 (b) Violation of Labor Code sections 1182.12, 1194, 1197, and 1198, and
22 the applicable IWC Wage Order for Defendants’ failure to compensate
23 Plaintiff and other non-party Aggrieved Employees with at least
24 minimum wages for all hours worked, as set forth below;
- 25 (c) Violation of Labor Code sections 226.7, 512(a), 516, and 1198, and the
26 applicable IWC Wage Order for Defendants’ failure to provide Plaintiff
27 and other non-party Aggrieved Employees with meal periods, as set
28 forth below;

- (d) Violation of Labor Code sections 226.7, 516, and 1198, and the applicable IWC Wage Order for Defendants' failure to authorize and permit Plaintiff and other non-party Aggrieved Employees to take rest periods, as set forth below;
- (e) Violation of Labor Code sections 226(a) and 1198, and the applicable IWC Wage Order for failure to provide accurate and complete wage statements to Plaintiff and other non-party Aggrieved Employees, as set forth below;
- (f) Violation of Labor Code sections 1174(d) and 1198, and the applicable IWC Wage Order for failure to maintain payroll records, as set forth below;
- (g) Violation of Labor Code sections 204 for failure to pay all earned wages during employment, as set forth below;
- (h) Violation of Labor Code sections 201 and 202 for failure to pay all earned wages upon termination, as set forth below;
- (i) Violation of Labor Code section 227.3 for failure to pay Plaintiff and other non-party Aggrieved Employees all vested vacation time upon termination, as set forth below;
- (j) Violation of Labor Code section 1198 and the applicable IWC Wage Order for failure to provide suitable resting facilities to Plaintiff and other non-party Aggrieved Employees, as set forth below;
- (k) Violation of Labor Code section 1198 for failing to provide suitable seating to Plaintiff and other non-party Aggrieved Employees, as set forth below; and
- (l) Violation of Labor Code sections 2802 for failure to reimburse Plaintiff and other non-party Aggrieved Employees for all business expenses necessarily incurred, as set forth below.

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1 **FAILURE TO PAY OVERTIME**

2 **VIOLATION OF LABOR CODE SECTIONS 510 AND 1198**

3 65. Labor Code section 1198 makes it illegal to employ an employee under
4 conditions of labor that are prohibited by the applicable IWC Wage Order. California Labor
5 Code section 1198 requires that “. . . the standard conditions of labor fixed by the commission
6 shall be the . . . standard conditions of labor for employees. The employment of any employee
7 . . . under conditions of labor prohibited by the order is unlawful.”

8 66. California Labor Code section 1198 and the applicable IWC Wage Order
9 provide that it is unlawful to employ persons without compensating them at a rate of pay
10 either time-and-one-half or two-times that person’s regular rate of pay, depending on the
11 number of hours worked by the person on a daily or weekly basis.

12 67. Specifically, the applicable IWC Wage Order provides that Defendants are and
13 were required to pay Plaintiff and other non-party Aggrieved Employees working more than
14 eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of time and
15 one-half (1 ½) for all hours worked in excess of eight (8) hours in a day or more than forty
16 (40) hours in a workweek.

17 68. The applicable IWC Wage Order further provides that Defendants are and were
18 required to pay Plaintiff and other non-party Aggrieved Employees working more than twelve
19 (12) hours in a day, overtime compensation at a rate of two (2) times their regular rate of pay.
20 An employee’s regular rate of pay includes all remuneration for employment paid to, or on
21 behalf of, the employee, including nondiscretionary bonuses and incentive pay.

22 69. California Labor Code section 510 codifies the right to overtime compensation
23 at one and one-half (1 ½) times the regular rate of pay for hours worked in excess of eight (8)
24 hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the
25 seventh (7th) day of work, and to overtime compensation at twice the employee’s regular rate
26 of pay for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours
27 in a day on the seventh (7th) day of work.

28 70. During the relevant time period, Defendants willfully failed to pay all overtime

1 wages owed to Plaintiff and other non-party Aggrieved Employees. During the relevant time
2 period, Plaintiff and other non-party Aggrieved Employees were not paid overtime premiums
3 for all of the hours they worked in excess of eight (8) hours in a day, in excess of twelve (12)
4 hours in a day, and/or in excess of forty (40) hours in a week, because all hours worked were
5 not recorded.

6 71. First, during the relevant time period, Defendants had, and continue to have, a
7 company-wide policy and/or practice of discouraging and impeding Plaintiff and other non-
8 party Aggrieved Employees from recording hours worked that were outside of their scheduled
9 shifts. On information and belief, this policy, coupled with Defendants' use of labor budgets
10 and assignment of heavy workloads (*see infra*), led Plaintiff and other non-party Aggrieved
11 Employees to work off-the-clock before and after their scheduled shift times. For example,
12 when arriving at her scheduled shift start time, Plaintiff would sometimes be required to wait
13 for approximately 10 minutes for a keyholder employee to unlock the door and let her onto
14 Defendants' store premises. As a result, Plaintiff and other non-party Aggrieved Employees
15 reported for their shifts at their scheduled start times, but were not paid for this time spent
16 waiting off-the-clock.

17 72. Moreover, Defendants required Plaintiff and other non-party Aggrieved
18 Employees to complete online training sessions while off-the-clock. For example, prior to
19 transferring from the Manhattan Beach store to the Marina Del Rey location, Plaintiff was
20 instructed to complete 20 hours of online training courses on health and safety modules,
21 review company policies, and complete quizzes over a period of five (5) days, while off-the-
22 clock. Although Defendants required her to complete these training modules, Defendants did
23 not allow her to utilize time during her scheduled shifts to finish them. Moreover, Plaintiff
24 and other non-party Aggrieved Employees were required to respond to phone communications
25 from management before and after their shifts or on their days off. For example, twice per
26 month, Defendants' management would call or text Plaintiff on her personal cellular phone,
27 outside of her scheduled shifts, to discuss work assignments and scheduling, or would require
28 her to track store inventory and order supplies on her personal computer or personal mobile

1 device, which typically took 15 minutes per instance.

2 73. This off-the-clock work could have been recorded by Defendants, but they
3 refused to do so to avoid payment of additional wages to Plaintiff and other non-party
4 Aggrieved Employees. Thus, Defendants failed to track all of the time that employees spent
5 performing work-related tasks before and after their scheduled shifts, and Plaintiff and other
6 non-party Aggrieved Employees received no compensation for this time.

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

27 75. Further, on information and belief, because Defendants frowned upon
28 employees accruing meal period penalties, Defendants' management pressured employees to

1 clock out for meal periods and/or adjusted their time records to reflect compliant meal
2 periods, regardless of whether they had received a compliant meal period or not, in order to
3 strictly limit meal penalties that would need to be paid by Defendants. Thus, Defendants did
4 not record all hours worked during meal periods, and Plaintiff and other non-party Aggrieved
5 Employees performed work during meal periods for which they were not paid.

6 76. Defendants knew or should have known that as a result of these company-wide
7 practices and/or policies, Plaintiff and other non-party Aggrieved Employees were performing
8 their assigned duties off-the-clock before and after their shifts and during meal periods, and
9 were suffered or permitted to perform work for which they were not paid. Because Plaintiff
10 and other non-party Aggrieved Employees worked shifts of eight (8) hours or more a day or
11 forty (40) hours a week or more, some of this off-the-clock work qualified for overtime
12 premium pay. Therefore, Plaintiff and other non-party Aggrieved Employees were not paid
13 overtime wages for all of the overtime hours they actually worked.

14 77. Defendants' failure to pay Plaintiff and other non-party Aggrieved Employees
15 the balance of overtime compensation as required by California law, violates the provisions of
16 California Labor Code sections 510 and 1198. Plaintiff and other non-party Aggrieved
17 Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections
18 558 and/or 2699(a), (f), and (k).

19 **FAILURE TO PAY MINIMUM WAGES**

20 **VIOLATION OF LABOR CODE SECTIONS 1182.12, 1194, 1197, AND 1198**

21 78. At all relevant times, California Labor Code sections 1182.12, 1194, 1197, and
22 1198 require employers to pay employees the minimum wage fixed by the IWC. The payment
23 of a lesser wage than the minimum so fixed is unlawful. Compensable work time is defined in
24 IWC Wage Order No. 7-2001 as "the time during which an employee is subject to the control
25 of an employer, and includes all the time the employee is suffered or permitted to work,
26 whether or not required to do so." Cal. Code Regs. tit. 8, § 11070(2)(G) (defining "Hours
27 Worked").

28 79. As stated above, due to Defendants' restrictions on overtime accrual,

Defendants systematically failed to pay Plaintiff and other non-party Aggrieved Employees for actual hours worked before and after their scheduled shifts, because these hours were not accurately recorded. As stated, because Defendants discouraged and impeded Plaintiff and other non-party Aggrieved Employees from recording hours worked that were outside of their scheduled shifts, Plaintiff and other non-party 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.

80. Additionally, as stated, due to Defendants' 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, Plaintiff and other non-party 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.

81. Moreover, as also stated above, on information and belief, in order to limit meal penalties that Defendants would otherwise owe, Defendants pressured Plaintiff and other non-party 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. Thus, Defendants systematically failed to pay Plaintiff and other non-party Aggrieved Employees for actual hours worked during unpaid meal periods because these hours were not always correctly recorded.

82. Thus, Defendants did not pay minimum wages for all hours worked by Plaintiff and other non-party Aggrieved Employees. To the extent that these off-the-clock hours did not qualify for overtime premium payment, Defendants 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, and 1198.

83. Defendants' failure to pay Plaintiff and other non-party Aggrieved Employees minimum wages violates California Labor Code sections 1182.12, 1194, 1197, and 1198.

1 Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil
2 penalties pursuant to Labor Code sections 2699(a), (f), and (k).

3 **FAILURE TO PROVIDE AND RECORD MEAL PERIODS**
4 **VIOLATION OF LABOR CODE SECTIONS 226.7, 512(a), 516, AND 1198**

5 84. At all relevant times herein set forth, the applicable IWC Wage Order and
6 California Labor Code sections 226.7, 512(a), 516, and 1198 were applicable to Plaintiff's and
7 non-party Aggrieved Employees' employment by Defendants.

8 85. At all relevant times herein set forth, California Labor Code section 512(a)
9 provides that an employer may not require, cause, or permit an employee to work for a period
10 of more than five (5) hours per day without providing the employee with a meal period of not
11 less than thirty (30) minutes, except that if the total work period per day of the employee is
12 not more than six (6) hours, the meal period may be waived by mutual consent of both the
13 employer and the employee. Under California law, first meal periods must start after no more
14 than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012).

15 86. At all relevant times herein set forth, California Labor Code sections 226.7,
16 512(a), 516, and 1198 provide that no employer shall require an employee to work during any
17 meal period mandated by an applicable order of the IWC.

18 87. At all relevant times herein set forth, Labor Code sections 226.7, 512(a), 1198,
19 and the applicable IWC Wage Order also require employers to provide a second meal period
20 of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay
21 an employee one (1) additional hour of pay at the employee's regular rate, except that if the
22 total hours worked is no more than twelve (12) hours, the second meal period may be waived
23 by mutual consent of the employer and the employee only if the first meal period was not
24 waived.

25 88. During the relevant time period, as stated, Defendants had, and continue to
26 have, company-wide policies and/or practices of understaffing and/or single-staffing their
27 store locations due to labor budgeting, which, combined with the assignment of heavy
28 workloads and a failure to schedule meal periods and/or adhere to a schedule for meal periods,

1 has resulted in a lack of meal period coverage and prevented Plaintiff and other non-party
2 Aggrieved Employees from taking all timely, uninterrupted meal periods to which they were
3 entitled.

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

14 90. Furthermore, as also stated, because Defendants frowned upon employees
15 accruing meal period penalties, Defendants' management pressured Plaintiff and other non-
16 party Aggrieved Employees to clock out for meal periods and/or adjusted Plaintiff's and other
17 non-party Aggrieved Employees' time records to reflect compliant meal periods, regardless of
18 whether they had received a compliant meal period, in order to strictly limit meal penalties
19 that would need to be paid by Defendants.

20 91. Additionally, Plaintiff and other non-party Aggrieved Employees worked shifts
21 in excess of ten (10) hours without receiving an uninterrupted second 30-minute meal period.
22 For example, during the relevant time period, Plaintiff worked at least one shift in excess of
23 ten (10) hours in a day, but was not provided a second 30-minute meal period. Plaintiff and
24 other non-party Aggrieved Employees did not sign valid meal period waivers on days that
25 they were entitled to meal periods and were not relieved of all duties.

26 92. At all times herein mentioned, Defendants knew or should have known that, as
27 a result of these policies, Plaintiff and other non-party Aggrieved Employees were prevented
28 from being relieved of all duties and required to perform some of their assigned duties during

1 meal periods. Defendants further knew or should have known that Defendants did not pay
2 Plaintiff and other non-party Aggrieved Employees meal period premiums when meal periods
3 were late, interrupted, shortened, or missed.

4 93. Moreover, Defendants engaged in a company-wide practice and/or policy of
5 not paying all meal period premiums owed when compliant meal periods are not provided.
6 Because of this practice and/or policy, Plaintiff and other non-party Aggrieved Employees
7 have not received premium pay for all missed, late, and interrupted meal periods. Thus,
8 Defendants failed to provide Plaintiff and other non-party Aggrieved Employees compliant
9 meal periods and failed to pay the full meal period premiums due.

10 94. Defendants' conduct violates the applicable IWC Wage Order, and California
11 Labor Code sections 226.7, 512(a), 516, and 1198. Plaintiff and other non-party Aggrieved
12 Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections
13 558 and/or 2699(a), (f), and (k).

14 **FAILURE TO AUTHORIZE AND PERMIT REST PERIODS**

15 **VIOLATION OF LABOR CODE SECTIONS 226.7, 516, AND 1198**

16 95. At all relevant times herein set forth, the applicable IWC Wage Order and
17 California Labor Code sections 226.7, 516, and 1198 were applicable to Plaintiff's and other
18 non-party Aggrieved Employees' employment by Defendants.

19 96. At all relevant times, the applicable IWC Wage Order provides that "[e]very
20 employer shall authorize and permit all employees to take rest periods, which insofar as
21 practicable shall be in the middle of each work period" and that the "rest period time shall be
22 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
23 hours or major fraction thereof" unless the total daily work time is less than three and one-half
24 (3 ½) hours.

25 97. At all relevant times, California Labor Code section 226.7 provides that no
26 employer shall require an employee to work during any rest period mandated by an applicable
27 order of the California IWC. To comply with its obligation to authorize and permit rest
28 periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an

1 employer must “relinquish any control over how employees spend their break time, and
2 relieve their employees of all duties—including the obligation that an employee remain on
3 call. A rest period, in short, must be a period of rest.” *Augustus v. ABM Security Services,*
4 *Inc.*, 2 Cal. 5th 257, 273 (2016).

5 98. Pursuant to the applicable IWC Wage Order and California Labor Code section
6 226.7(c), Plaintiff and other non-party Aggrieved Employees are entitled to recover from
7 Defendants one (1) additional hour of pay at their regular rates of pay for each work day that a
8 required rest period was not authorized and permitted.

9 99. During the relevant time period, Defendants regularly failed to authorize and
10 permit Plaintiff and other non-party Aggrieved Employees to take a ten (10) minute rest
11 period per each four (4) hour period worked or major fraction thereof. As with meal periods,
12 Defendants’ company-wide policies and/or practices of understaffing and/or single-staffing
13 prevented Plaintiff and other non-party Aggrieved Employees from being relieved of all duty
14 to take their rest periods. Defendants also failed to schedule rest periods and/or adhere to a
15 schedule for rest periods, which, coupled with Defendants’ failure to provide adequate rest
16 period coverage, further led to Plaintiff and other non-party Aggrieved Employees not being
17 authorized and permitted to take compliant rest periods.

18 100. Furthermore, upon information and belief, Defendants maintained a company-
19 wide on-premises rest period policy, which effectively required that Plaintiff and/or other non-
20 party Aggrieved Employees remain on the work premises during their rest periods. Because
21 Plaintiff and/or other non-party Aggrieved Employees were restricted from leaving the
22 premises during rest periods, they were denied the ability to use their rest periods freely for
23 their own purposes, such as running personal errands. Thus, Defendants effectively
24 maintained control over Plaintiff and/or other non-party Aggrieved Employees during rest
25 periods.

26 101. As a result of Defendants’ practices and policies, Plaintiff and other non-party
27 Aggrieved Employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in
28 excess of 10 hours without receiving all uninterrupted 10-minute rest periods to which they

1 were entitled. For example, Plaintiff would often miss her rest periods or have them
2 interrupted in order to assist with customers, schedule appointments, communicate with
3 management, and due to a lack of rest period coverage.

4 102. Defendants have also engaged in a company-wide practice and/or policy of not
5 paying all rest period premiums owed when compliant rest periods are not authorized and
6 permitted. Because of this practice and/or policy, Plaintiff and other non-party Aggrieved
7 Employees have not received premium pay for all missed rest periods. Accordingly,
8 Defendants failed to authorize and permit all compliant rest periods and failed to pay the full
9 rest period premiums due.

10 103. Defendants' conduct violates the applicable IWC Wage Order and California
11 Labor Code sections 226.7, 516, and 1198. Plaintiff and other non-party Aggrieved
12 Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections
13 558 and/or 2699(a), (f), and (k).

14 **FAILURE TO PROVIDE AND MAINTAIN COMPLIANT WAGE STATEMENTS**
15 **VIOLATION OF LABOR CODE SECTIONS 226(a), 1174(d), AND 1198**

16 104. At all relevant times herein, California Labor Code section 226(a) provides that
17 every employer shall furnish each of his or her employees an accurate and complete itemized
18 wage statement in writing, including, but not limited to, the name and address of the legal
19 entity that is the employer, the inclusive dates of the pay period, total hours worked, and all
20 applicable rates of pay.

21 105. During the relevant time period, Defendants have knowingly and intentionally
22 provided Plaintiff and other non-party Aggrieved Employees with uniform, incomplete, and
23 inaccurate wage statements. For example, Defendants issued uniform wage statements to
24 Plaintiff and other non-party Aggrieved Employees that fail to correctly list: gross wages
25 earned; total hours worked; net wages earned; and all applicable hourly rates in effect during
26 the pay period, including rates of pay for overtime wages, and the corresponding number of
27 hours worked at each hourly rate. Specifically, Defendants violated sections 226(a)(1),
28 226(a)(2), 226(a)(5), and 226(a)(9).

106. Because Defendants did not record the time Plaintiff and other non-party Aggrieved Employees spent working off-the-clock and deducted time from their records for meal periods that were interrupted and/or missed (and therefore time for which they should have been paid), Defendants did not list the correct amount of gross wages and net wages earned by Plaintiff and other non-party Aggrieved Employees in compliance with section 226(a)(1) and section 226(a)(5), respectively. For the same reason, Defendants failed to accurately list the total number of hours worked by Plaintiff and other non-party 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).

107. The wage statement deficiencies also include, among other things, 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.

108. 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). At all relevant times, and in violation of Labor Code section 1174(d), Defendants willfully failed to maintain accurate payroll records for Plaintiff and other non-party

1 Aggrieved Employees showing the daily hours they worked and the wages paid thereto as a
2 result of failing to record the off-the-clock hours that they worked.

3 109. California Labor Code section 1198 provides that the maximum hours of work
4 and the standard conditions of labor shall be those fixed by the Labor Commissioner and as
5 set forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he
6 employment of any employees for longer hours than those fixed by the order or under
7 conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC
8 Wage Order, employers are required to keep accurate time records showing when the
9 employee begins and ends each work period and meal period. During the relevant time
10 period, Defendants engaged in company-wide practices and/or policies of failing to record
11 actual hours worked (including falsifying time records by recording that compliant meal
12 periods were taken regardless of if or when meal periods were actually taken), and thereby
13 failed, on a company-wide basis, to keep accurate records of work period and meal period
14 start and end times for Plaintiff and other non-party Aggrieved Employees, in violation of
15 section 1198. Furthermore, in light of Defendants’ failure to provide Plaintiff and other non-
16 party Aggrieved Employees with second 30-minute meal periods to which they were entitled,
17 Defendants kept no records of meal start and end times for second meal periods.

18 110. Defendants’ conduct violates California Labor Code sections 226(a), 1174(d),
19 and 1198. Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover
20 civil penalties pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f), and (k).

21 **FAILURE TO PAY WAGES DURING EMPLOYMENT**

22 **VIOLATION OF LABOR CODE SECTION 204**

23 111. At all relevant times herein set forth, California Labor Code section 204
24 requires that all wages earned by any person in any employment between the 1st and the 15th
25 days, inclusive, of any calendar month, other than those wages due upon termination of an
26 employee, are due and payable between the 16th and the 26th day of the month during which
27 the labor was performed. Labor Code section 204 further provides that all wages earned by
28 any person in any employment between the 16th and the last day, inclusive, of any calendar

1 month, other than those wages due upon termination of an employee, are due and payable
2 between the 1st and the 10th day of the following month.

3 112. At all relevant times herein, California Labor Code section 204 also requires
4 that all wages earned for labor in excess of the normal work period shall be paid no later than
5 the payday for the next regular payroll period. Alternatively, at all relevant times herein,
6 Labor Code section 204 provides that the requirements of this section are deemed satisfied by
7 the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not
8 more than seven (7) calendar days following the close of the payroll period.

9 113. During the relevant time period, Defendants willfully failed to pay Plaintiff and
10 other non-party Aggrieved Employees all wages due to them within any time period specified
11 by California Labor Code sections 204 including, but not limited to, overtime wages,
12 minimum wages, and/or meal and rest period premiums.

13 114. Plaintiff and other non-party Aggrieved Employees are therefore entitled to
14 recover civil penalties pursuant to Labor Code sections 210 and/or 2699(a), (f), and (k).

15 **FAILURE TO PAY WAGES UPON TERMINATION**

16 **VIOLATION OF LABOR CODE SECTIONS 201 AND 202**

17 115. At all times relevant herein set forth, Labor Code sections 201 and 202 provide
18 that if an employer discharges an employee, the wages earned and unpaid at the time of
19 discharge are due and payable immediately, and that if an employee voluntarily leaves his or
20 her employment, his or her wages shall become due and payable not later than seventy-two
21 (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of
22 his or her intention to quit, in which case the employee is entitled to his or her wages at the
23 time of quitting.

24 116. Defendants willfully failed to pay Plaintiff and other non-party Aggrieved
25 Employees who are no longer employed by Defendants the earned and unpaid wages set forth
26 above, including but not limited to, overtime wages, minimum wages, meal and rest period
27 premiums, and/or vested vacation wages, either at the time of discharge, or within seventy-
28 two (72) hours of their leaving Defendants' employ.

117. Defendants' failure to pay Plaintiff and those non-party Aggrieved Employees who are no longer employed by Defendants their wages earned and unpaid at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employ, violates Labor Code sections 201 and 202. Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections 256 and/or 2699(a), (f), and (k).

**FAILURE TO PAY ALL VESTED VACATION TIME AND
PAID TIME OFF UPON TERMINATION
VIOLATION OF LABOR CODE SECTION 227.3**

118. At all relevant times herein, California Labor Code section 227.3 provides that whenever a contract of employment or employer policy provides for paid vacations, and an employee is terminated without having taken his or her vested vacation time, all vested vacation shall be paid to him or her as wages at his or her final rate 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.

119. Defendants had a company-wide policy and practice of failing to pay Plaintiff and other non-party 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, Plaintiff had earned vested vacation pay until her employment with Defendants ended on or about January 30, 2024. However, Defendants only paid Plaintiff the balance of her accrued and unused vacation wages as of January 15, 2024, or the end of her prior pay period. Defendants willfully and improperly paid Plaintiff and other non-party Aggrieved Employees their unused and vested vacation wages through their second to last pay period worked. Defendants' failure to pay Plaintiff and other non-party Aggrieved Employees all vested vacation wages at the end of their employment has caused a forfeiture of vested

1 vacation wages in violation of California Labor Code section 227.3.

2 120. Plaintiff and other non-party Aggrieved Employees are therefore entitled to
3 recover civil penalties pursuant to Labor Code sections 256 and/or 2699(a), (f), and (k).

4 **FAILURE TO PROVIDE SUITABLE RESTING FACILITIES**
5 **VIOLATION OF LABOR CODE SECTION 1198 AND CALIFORNIA CODE OF**
6 **REGULATIONS, TITLE 8, SECTION 11070(13)(B)**

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

15 122. Defendants’ California stores are generally similar in their layout and design
16 and there was, and continues to be, space that allows for a resting facility that employees may
17 use to cease work and recover during meal or rest periods. Defendants could have provided
18 Plaintiff and other non-party Aggrieved Employees with a resting facility within all of their
19 stores, with reasonable or no modification, but instead denied, and continue to deny,
20 employees suitable areas to rest (e.g., a breakroom with seats). As a result, Plaintiff and other
21 non-party Aggrieved Employees were forced to adjust to areas not conducive to resting,
22 namely, facilities outside of the store which are not designated or reserved for their rest, such
23 as their personal vehicles.

24 123. Defendants did not provide Plaintiff and other non-party Aggrieved Employees
25 with suitable resting facilities during their work hours, particularly during meal or rest
26 periods. In other words, during the times when Plaintiff and other non-party Aggrieved
27 Employees were legally allowed to forgo assigned tasks, as in during a meal or rest period,
28 Defendants denied them any area within their stores to cease work and recover. Moreover,

Defendants did not inform Plaintiff and other non-party Aggrieved Employees of their rights to suitable resting facilities under California law.

124. As a result of Defendants' company-wide policy and/or practice of denying employees any area to rest within their stores and company-wide failure to provide resting facilities in their stores, Plaintiff and other non-party Aggrieved Employees were forced to adjust to areas not conducive to resting or search for facilities outside their stores to cease work and recover. Defendants' failure to provide suitable resting facilities to Plaintiff and other non-party Aggrieved Employees violates California Labor Code section 1198 and IWC Wage Order No. 7-2001, subdivision 13(B).

125. Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections 2699(a), (f), and (k).

FAILURE TO PROVIDE SUITABLE SEATING
VIOLATION OF LABOR CODE SECTION 1198 AND CALIFORNIA CODE OF
REGULATIONS, TITLE 8, SECTION 11070(14)(A)

126. At all relevant times herein, 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."

127. 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."

128. Defendants' 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 Plaintiff and other non-party Aggrieved Employees (with reasonable or no modification to these work areas) during the performance of their work duties. Defendants could provide Plaintiff and other non-party Aggrieved Employees with a seat or stool at these

1 cash wraps, but instead deny employees seating and force Plaintiff and other non-party
2 Aggrieved Employees to stand throughout the day.

3 129. Plaintiff and other non-party Aggrieved Employees spent a substantial portion
4 of their day behind or at these cash wraps. The nature of the work of an employee performing
5 cashier duties can reasonably be accomplished from a seated position. However, as set forth
6 herein, Defendants systematically, and on a company-wide basis, do not provide seats or
7 stools at or near the cash wraps, forcing Plaintiff and other non-party Aggrieved Employees to
8 stand throughout their work shifts.

9 130. Defendants violated California Labor Code section 1198 and California Code
10 of Regulations, Title 8, section 11070(14)(A) because Plaintiff and other non-party Aggrieved
11 Employees were not allowed to sit, even when the nature of the work would reasonably permit
12 the use of seats, nor were they provided with suitable seats. Defendants' management did not
13 inform Plaintiff and other non-party Aggrieved Employees that they were allowed to sit down,
14 provide any means for them to sit down, or mention any policy regarding sitting.

15 131. As a result of Defendants' company-wide policy and/or practice of prohibiting
16 employees from sitting during their shifts and company-wide failure to provide suitable
17 seating, Plaintiff and other non-party Aggrieved Employees were forced to stand during shifts
18 and denied seats. Defendants' failure to provide suitable seating to Plaintiff and other non-
19 party Aggrieved Employees violates California Labor Code section 1198 and IWC Wage
20 Order No. 7-2001, subdivision 14(A).

21 132. Plaintiff and other non-party Aggrieved Employees are therefore entitled to
22 recover civil penalties pursuant to Labor Code sections 2699(a), (f), and (k).

23 **FAILURE TO PROVIDE SUITABLE SEATING**

24 **VIOLATION OF LABOR CODE SECTION 1198 AND CALIFORNIA CODE OF**
25 **REGULATIONS, TITLE 8, SECTION 11070(14)(B)**

26 133. At all relevant times herein, California Labor Code section 1198 makes it
27 illegal to employ an employee under conditions of labor that are prohibited by the applicable
28 wage order. California Labor Code section 1198 requires that “. . . the standard conditions of

1 labor fixed by the commission shall be the . . . standard conditions of labor for employees.
2 The employment of any employee . . . under conditions of labor prohibited by the order is
3 unlawful.”

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

9 135. During the relevant time period, Defendants violated California Labor Code
10 section 1198 and California Code of Regulations, Title 8, section 11070(14)(B), because
11 Plaintiff and other non-party Aggrieved Employees were not allowed to sit, even during lulls
12 in their work duties, nor were they provided with suitable seats in reasonable proximity to
13 their work areas.

14 136. As stated, Plaintiff alleges that Defendants’ California stores are generally
15 similar in their layout and design and there was, and continues to be, space near their work
16 areas (with reasonable or no modification to these work areas) to allow for the presence and
17 use of a seat or stool by Plaintiff and/or other non-party Aggrieved Employees during lulls in
18 operation. Defendants could have provided Plaintiff and/or other non-party Aggrieved
19 Employees with a seat or stool in their work areas, but instead denied, and continue to deny,
20 employees seating, forcing them to stand throughout the day.

21 137. Defendants did not provide Plaintiff and/or other non-party Aggrieved
22 Employees with seats or stools in reasonable proximity to their work areas to allow them to
23 use seats when it would not interfere with the performance of their duties for times when they
24 were not engaged in active duties that require standing. In other words, to the extent Plaintiff
25 and/or other non-party Aggrieved Employees engaged in duties in which the nature of the
26 work required standing, Defendants denied them the use of seats nearby during lulls in their
27 work duties. Moreover, Defendants did not inform Plaintiff and/or other non-party Aggrieved
28 Employees of their rights to a seat or stool under California law.

1 138. As a result of Defendants’ company-wide policy and/or practice prohibiting
2 employees from sitting at any time, even when they were not engaged in active duties
3 requiring standing, and company-wide failure to provide seats in reasonable proximity to their
4 work areas, Plaintiff and/or other non-party Aggrieved Employees were forced to stand during
5 shifts and denied seats. Defendants’ failure to provide suitable seating to Plaintiff and/or
6 other non-party Aggrieved Employees violated and continues to violate California Labor Code
7 section 1198 and IWC Wage Order No. 7-2001, subdivision 14(B).

8 139. Plaintiff and/or other non-party Aggrieved Employees are therefore entitled to
9 recover civil penalties pursuant to Labor Code sections 2699(a), (f), and (k).

10 **FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES**

11 **VIOLATION OF LABOR CODE SECTION 2802**

12 140. At all times herein set forth, California Labor Code section 2802 provides that
13 an employer must reimburse employees for all necessary expenditures and losses incurred by
14 the employee in the performance of his or her job. The purpose of Labor Code section 2802 is
15 to prevent employers from passing off their cost of doing business and operating expenses on
16 to their employees. *Cochran v. Schwan’s Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144
17 (2014). The applicable wage order, IWC Wage Order No. 7-2001 provides that: “[w]hen tools
18 or equipment are required by the employer or are necessary to the performance of a job, such
19 tools and equipment shall be provided and maintained by the employer, except that an
20 employee whose wages are at least two (2) times the minimum wage provided herein may be
21 required to provide and maintain hand tools and equipment customarily required by the trade
22 or craft.” IWC Wage Order No. 7-2001 further provides that: “[w]hen uniforms are required
23 by the employer to be worn by the employee as a condition of employment, such uniforms
24 shall be provided and maintained by the employer.”

25 141. First, Defendants had a company-wide policy of requiring Plaintiff and other
26 non-party Aggrieved Employees to utilize their own personal vehicles or obtain alternate
27 transportation to carry out company business, but failed to reimburse them for all costs of
28 travel, including mileage. For example, Plaintiff was required to drive to Defendants’

1 warehouse in Torrance, California, to pick up inventory or supplies like shampoo.

2 Additionally, Plaintiff also drove to the Torrance warehouse to attend a training session for
3 several hours during part of her shift. Although Defendants required Plaintiff and other non-
4 party Aggrieved Employees to utilize their own vehicles or obtain alternate transportation to
5 carry out their work-related responsibilities, Defendants did not reimburse them for their
6 travel expenses.

7 142. Second, during the relevant time period, Defendants, on a company-wide basis,
8 required that Plaintiff and other non-party Aggrieved Employees use their own personal
9 mobile devices, including, but not limited to, cellular phones, and/or mobile data to carry out
10 their job duties but failed to reimburse them for the costs of their work-related mobile device
11 expenses. Plaintiff and other non-party Aggrieved Employees were required to use their
12 personal mobile devices for work-related tasks, including responding to calls or text messages
13 from Defendants' management and completing online training. Plaintiff also used her
14 personal cellular phone to download mobile applications in order to complete her work-related
15 responsibilities, including producing groomer performance reports, tracking associate
16 attendance, and submitting payroll information. Although Defendants required Plaintiff and
17 other non-party Aggrieved Employees to utilize their personal mobile devices and/or mobile
18 data to carry out their work-related responsibilities, Defendants failed to reimburse them for
19 these costs.

20 143. Third, during the relevant time period, Defendants required Plaintiff and other
21 non-party Aggrieved Employees to purchase supplies and equipment necessary for the
22 performance of their duties, but failed to reimburse them for their out-of-pocket costs. For
23 example, Plaintiff spent approximately \$120 in total on office supplies such as pens and
24 chalkboard markers, because Defendants failed to provide her with the necessary supplies
25 which were required for the store to operate properly. Although Defendants required Plaintiff
26 and other non-party Aggrieved Employees to purchase supplies and equipment to carry out
27 their work-related responsibilities, Defendants failed to reimburse them for their out-of-pocket
28 costs.

144. Fourth, during the relevant time period, Defendants expected Plaintiff and other non-party 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, Plaintiff's uniform shirts and/or sweatshirt would sometimes become contaminated. As a result, Plaintiff 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. Thus, Defendants failed to maintain the uniforms they required Plaintiff and other non-party Aggrieved Employees to wear during their shifts and forced them to incur the cost of maintaining employee uniforms.

145. Defendants could have provided Plaintiff and other non-party Aggrieved Employees with the actual equipment for use on the job, such as company vehicles, company mobile devices, supplies and equipment, and access to laundering services. Or, Defendants 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, Defendants passed these operating costs off onto Plaintiff and other non-party Aggrieved Employees. At all relevant times, Plaintiff did not earn at least two (2) times the minimum wage.

146. Defendants' company-wide policy and/or practice of not reimbursing employees for expenses necessarily incurred and passing on their operating costs to Plaintiff and other non-party Aggrieved Employees violates California Labor Code section 2802. Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections 2699(a), (f), and (k).

REQUEST FOR JURY TRIAL

Plaintiff requests a trial by jury.

PRAYER FOR RELIEF

Plaintiff, on behalf of all other non-party Aggrieved Employees, prays for relief and judgment against Defendants, jointly and severally, as follows:

1. For civil penalties and attorneys' fees in excess of twenty-five thousand dollars

1 (\$25,000). Plaintiff reserves the right to amend her prayer for relief to seek a different
2 amount.

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

4 2. That the Court declare, adjudge and decree that Defendants violated the
5 following California Labor Code provisions as to Plaintiff and other non-party Aggrieved
6 Employees: 510 and 1198 (by failing to pay all overtime compensation); 1182.12, 1194, 1197,
7 and 1198 (by failing to pay at least minimum wages for all hours worked); 226.7, 512(a), 516,
8 1198 (by failing to provide all meal periods); 226.7, 516, and 1198 (by failing to authorize and
9 permit all rest periods); 226(a), 1174(d), and 1198 (by failing to provide accurate wage
10 statements and maintain accurate payroll records); 204 (by failing to timely pay all earned
11 wages during employment); 201 and 202 (by failing to timely pay all earned wages upon
12 termination); 227.3 (by failing to pay all vested vacation time upon termination); 1198 and the
13 applicable IWC Wage Order (by failing to provide suitable resting facilities and/or suitable
14 seating); and 2802 (by failing to reimburse business expenses);

15 3. For civil penalties, pursuant to California Labor Code sections 210, 226.3, 256,
16 558, 1174.5, 2699(a), (f), and (k), for violations of California Labor Code sections 201, 202,
17 204, 226(a), 226.7, 227.3, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1198, and 2802;

18 4. For attorneys' fees and costs pursuant to California Labor Code section
19 2699(k)(1), and any and all other relevant statutes, for Defendants' violations of California
20 Labor Code sections 201, 202, 204, 226(a), 226.7, 227.3, 510, 512(a), 516, 1174(d), 1182.12,
21 1194, 1197, 1198, and 2802;

22 5. For pre-judgment and post-judgment interest as provided by law; and

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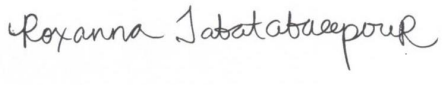
28 //

1 6. For such other and further relief as the Court may deem equitable and
2 appropriate.

3
4 Dated: September 3, 2024

Respectfully submitted,

5 Capstone Law APC

6
7 By: 

8 Roxanna Tabatabaeepour

Ryan Tish

Alexander Wallin

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10 Attorneys for Plaintiff Rosa Medina
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EXHIBIT “1”



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Los Angeles, California 90067
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MAO SHIOKURA
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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)

City, State,

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■ 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 D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No	
HEALTHY SPOT 007 LLC 1831 West 208th Street Torrance, CA 90501		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®	
2. Article Description (Print or type) 7022 2410 0000 2264 9919		PS Form 3811, July 2020 PSN 7530-02-000-9053	

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

HEALTHY SPOT 007 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.	
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7022 2410 0000 2264 9919	
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) ☒ Return Receipt (hardcopy) ☐ Return Receipt (electronic) ☐ Certified Mail Restricted Delivery Adult Sign. \$ Postage \$ Total Postage \$ Sent to \$ Street and A \$ City, State, ZIP \$ PS Form 3811	
HEALTHY SPOT 007 LLC 1831 West 208th Street Torrance, CA 90501	

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HEALTHY SPOT 014 LLC 1831 West 208th Street Torrance, CA 90501		D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below; ☐ No	
2. Article Number: 7022 2410 0000 2264 9926		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[™] ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation[™] ☐ Signature Confirmation Restricted Delivery	

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

HEALTHY SPOT 014 LLC
1831 West 208th Street
Torrance, CA 90501

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☐ Return Receipt (hardcopy) \$
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Postage \$
Total Filing \$
Sent To \$
Street and A/City, State, ZIP+4[®]
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HEALTHY SPOT 014 LLC
1831 West 208th Street
Torrance, CA 90501

Noted.
Healthy Spot.
Postmark
Here

SENDER: COMPLETE THIS SECTION

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



2. Addressed to (Printed Name and Service Code)

7022 2410 0000 2264 9933

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

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A. Signature

X

☐ Agent
☐ Addressee

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C. Date of Delivery

 D. Is delivery address different from item 1?
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☐ Yes
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1875 Century Park East
Suite #1000
Los Angeles, CA 90067

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

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☒ 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	
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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

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

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



2. Address of the addressee (Printed Name)

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®
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 - ☐ Collect on Delivery Restricted Delivery
 - ☐ Restricted Delivery
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 - ☐ Signature Confirmation™
 - ☐ Signature Confirmation 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

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☒ Return Receipt (hardcopy) \$
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☐ Restricted Delivery \$
☐ 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: *Mark U. Healthy Spot*
Postmark: *Healthy Spot*

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- Complete items 1, 2, and 3.
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- 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 for return to sender

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
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- ☐ 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

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OF THE RETURN ADDRESS. FOLD AT DOTTED LINE

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☐ Return Receipt Restricted Delivery \$

☐ Certified Mail Restricted Delivery \$

☐ Adult Sign \$

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

Healthy Spot

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



2. Address and ZIP Code on 22-A-447-6

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
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- ☐ Signature Confirmation Restricted Delivery
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- ☐ 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

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7022 2410 0000 2264 9971

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☐ Return Receipt (electronic) \$
☐ Adult Signature \$
☐ Adult Signature Restricted Delivery \$
☐ Signature Confirmation \$
☐ Signature Confirmation Restricted Delivery \$
☐ Priority Mail Express \$

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 2013 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. Addressed to the addressee only

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™
☐ 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
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.

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 \$ _____

Sent to _____
 Street and Apt _____
 City, State, Zip _____

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

PS Form 3800
 Signature: *Madhu V. Healthy Sp*
 Postmark: _____

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

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 \$ _____ Registered Mail Fee \$ _____ Return Receipt (hardcopy) \$ _____ Return Receipt (electronic) \$ _____ Certified Mail Restricted Delivery \$ _____ Adult Signature \$ _____ Priority Mail Express Package \$ _____ Total Postage \$ _____ Sent to \$ _____ Street and Apt. \$ _____ City, State, ZIP \$ _____ PS Form 3860	HEALTHY SPOT HOLDINGS, LLC 333 S. Grand Avenue 28 th Floor Los Angeles, CA 90071 Mediana V. Healthy Spot Fullmark 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
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. Return Receipt (if elected) \$
6. Restricted Delivery (if elected) \$
7. Signature Restricted Delivery (if elected) \$
8. Total Postage \$
9. Sent to \$
10. Street and A \$
11. City, State, & ZIP \$
12. PS Form 38

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

Postmark Here
V. Kelly Spot

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 X	
SPOT ON PET, LLC 1831 West 208th Street Torrance, CA 90501		B. Received by (Printed Name) _____ C. Date of Delivery _____	
2. Article(s) Description: _____ 7022 2410 0000 2264 8301		D. Is delivery address different from item 1? ☐ Yes ☐ No If YES, enter delivery address below: _____	
3. Service Type ☐ Adult Signature ☐ Priority Mail Express® ☐ Adult Signature Restricted Delivery ☐ Registered Mail™ ☒ Certified Mail® ☐ Registered Mail Restricted Delivery ☐ Certified Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Collect on Delivery ☐ Signature Confirmation Restricted Delivery ☐ Collect on Delivery Restricted Delivery ☐ Signature Confirmation Restricted Delivery ☐ Insured Mail™ ☐ Insured Mail Restricted Delivery		PS Form 3811, July 2020 PSN 7530-02-000-9053	

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) ☐ Return Receipt (hardcopy) \$ _____ ☐ Return Receipt (electronic) \$ _____ ☐ Signature Confirmation Restricted Delivery \$ _____ ☐ Adult Sign. \$ _____ Postage \$ _____ Total Postage \$ _____ Sent To \$ _____ Street and/or City, State, ZIP+4[®] _____ PS Form 3811, July 2020 PSN 7530-02-000-9053	
SPOT ON PET, LLC 1831 West 208th Street Torrance, CA 90501	
<i>Melina V. Healy Sport</i>	

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



2. Article Number (transfers from service label) 3

7022 2410 0000 2264 9933

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
- ☐ Insured Mail
- ☐ Mail Restricted Delivery

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

Domestic Return Receipt

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 ALPHA,
LLC

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



2. Article Number (Transfer from Service Label)

7022 2410 0000 2264 9940

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
- ☐ Insured Mail

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

Registered Mail Restricted Delivery

Domestic Return Receipt

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. Article Number (Transfer from Service Label)

7022 2410 0000 2264 8288

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
- ☐ Insured Mail

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

Registered Mail Restricted Delivery
(over \$500)

Domestic Return Receipt

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. Article Number (Transfer from Service Label)

7022 2410 0000 2264 8295

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
- ☐ Insured Mail

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

Registered Mail Restricted Delivery

Domestic Return Receipt