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Lourdes Ramirez

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO – RANCHO CUCAMONGA COURTHOUSE

LOURDES RAMIREZ, an individual, and on
behalf of all other aggrieved employees,

Plaintiff,

vs.

RND, INC., a California Corporation, doing
business as Colonies Pet Grooming;
and DOES 1 – 10, inclusive,

Defendants.

Case No.: CIVRS2502718

**INDIVIDUAL AND REPRESENTATIVE
ACTION COMPLAINT**

1. Misclassification as Independent Contractor
2. Failure to Pay Minimum Wages
3. Failure to Pay Overtime Wages
4. Failure to Provide Meal Periods
5. Failure to Provide Rest Periods
6. Failure to Provide Accurate Itemized Wage Statements
7. Unlawful Deductions from Wages
8. Failure to Maintain Accurate Records
9. Violation of the Unfair Competition Law
10. Civil Penalties Pursuant to the Private Attorney General Act

Demand for Jury Trial
[UNLIMITED JURISDICTION]

1 Plaintiff Lourdes Ramirez ("Plaintiff") hereby brings this Complaint against Defendants RND,
2 INC., doing business as Colonies Pet Grooming, and DOES 1 through 10 ("Defendants"), inclusive, and
3 alleges as follows:

4 **THE PARTIES**

5 1. Plaintiff is, and at all relevant times herein has been, an individual residing in San
6 Bernardino County, California.

7 2. Plaintiff is informed and believes and thereon alleges that at all times relevant herein,
8 Defendant RND, INC., doing business as Colonies Pet Grooming, is a California Corporation doing
9 business in San Bernardino County, California.

10 3. Defendants were Plaintiff's employer at all times relevant hereto.

11 4. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant
12 hereto, Defendants, and each of them, were the agents, employees, managing agents, supervisors, co-
13 conspirators, parent corporation, joint employers, alter ego, and/or joint ventures of the other Defendants,
14 and each of them, and in doing the things alleged herein, were acting at least in part within the course
15 and scope of said agency, employment, conspiracy, joint employer, alter ego status, and/or joint venture
16 and with the permission and consent of each of the other Defendants.

17 5. The true names and capacities, whether a corporation, agent, individual or otherwise, of
18 DOES 1 through 10, are unknown to Plaintiff, who therefore sues said Defendants by such fictitious
19 names. Each Defendant designated herein as a DOE is negligently or otherwise legally responsible in
20 some manner for the events and happenings referred to herein and thereby proximately caused injuries
21 and damages to Plaintiff as alleged herein. Plaintiff will seek leave of Court to amend this Complaint to
22 show their true names and capacities when the same have been ascertained.

23 6. At all times mentioned here, DOES 1 through 10 were the agents, representatives,
24 employees, successors and/or assigns of Defendants and at all times pertinent hereto were acting within
25 the course and scope of their authority as such agents, representatives, employees, successors, and/or
26 assigns.

27 7. Plaintiff is informed and believes that at all relevant times herein mentioned Defendants,
28 and/or DOES 1 through 10 are and were corporations, business entities, individuals, and partnerships,

1 licensed to do business and actually doing business in the State of California. As such and based upon all
2 the facts and circumstances of incident to Defendant's business in California, Defendants are subject to
3 the Labor Code, and the Government Code.

4 8. Pursuant to the Code of Civil Procedure ("CCP") section 395(a), venue is proper in the
5 above-entitled Court because the majority of all facts giving rise to the causes of action stated herein
6 arose in San Bernardino County, California. Venue in San Bernardino County, California, is further
7 proper under Government Code section 12965(b) because the unlawful practices were committed in San
8 Bernardino County, California. Plaintiff worked in San Bernardino County, California, and Plaintiff is
9 informed and believes that records relevant to this action are maintained in San Bernardino County,
10 California.

11 9. Plaintiff is informed and believes that Defendants, and each of them, committed other
12 wrongful acts or omissions of which Plaintiff is presently unaware. Plaintiff shall conduct discovery to
13 identify said wrongful acts and will seek leave of Court to amend this Complaint to add said acts upon
14 discovery.

15 **GENERAL ALLEGATIONS**

16 10. Plaintiff was employed by Defendants as a pet groomer from May 5, 2024, through
17 December 5, 2024, at Defendants' facility located in Upland, California.

18 11. Throughout Plaintiff's employment, Defendants willfully misclassified Plaintiff and the
19 Aggrieved Employees as independent contractors despite maintaining extensive control over all aspects
20 of their work, including but not limited to:

- 21 a. Setting and controlling work schedules;
- 22 b. Requiring attendance at mandatory meetings;
- 23 c. Assigning cleaning duties;
- 24 d. Managing grooming appointments;
- 25 e. Controlling time off requests;
- 26 f. Setting customer pricing; and
- 27 g. Managing all client relationships.
- 28

12. Defendants prohibited Plaintiff and the Aggrieved Employees from accessing client information through their "Mogo" appointment scheduling application, preventing her from developing independent client relationships. Plaintiff and the Aggrieved Employees were required to work exclusively at Defendants' facility and was prohibited from setting her own rates or operating her own business entity.

13. Defendants compensated Plaintiff and the Aggrieved Employees through a commission-based system of 60% of grooming prices. However, Defendants failed to guarantee minimum wage during slower periods when Plaintiff and the Aggrieved Employees were assigned fewer dogs per day, compared to busier periods with more dogs.

14. Throughout her employment, Defendants failed to provide Plaintiff and the Aggrieved Employees with legally compliant meal and rest breaks. Defendants maintained no formal meal and rest break policy and no system for tracking breaks. Instead, Plaintiff and the Aggrieved Employees were forced to take breaks during unpredictable downtime between grooming appointments.

15. Defendants regularly made unlawful deductions from Plaintiff's and the Aggrieved Employees' wages. These deductions included, but were not limited to, unauthorized deductions from paychecks to pay for salon cleaning services performed by bathers. Defendants also threatened to impose a 5% pay reduction for allegedly incorrect dog weighing procedures. Furthermore, Defendants threatened to charge employees for customers' lost leashes or collars, attempting to shift the financial burden of these incidents onto their workers.

16. Defendants failed to provide Plaintiff and the Aggrieved Employees with accurate itemized wage statements, maintain accurate time records, or document wage deductions as required by law.

17. Plaintiff is informed and believes that approximately 12-13 other groomers employed by Defendants are similarly situated and subject to the same unlawful practices described herein.

EXHAUSTION OF PAGA NOTICE REQUIREMEN

18. Plaintiff exhausted the notice requirement by filing a complaint with the Labor and Workforce Development Agency ("LWDA") on December 9, 2024, as required under the California Labor Code Private Attorneys General Act ("PAGA") (LWDA Case Number: LWDA-CM-1066140-24).

More than 65 calendar days have elapsed since Plaintiff provided notice to the LWDA, and the LWDA has not provided notice of its intent to investigate the alleged violations. A true and correct copy of Plaintiff's letters is attached hereto as **Exhibit A** and is incorporated herein by reference. The LWDA did not assume jurisdiction over the applicable penalty claims alleged. Therefore, Plaintiff has exhausted the procedural requirement under PAGA to pursue all civil penalty claims as provided under PAGA.

FIRST CAUSE OF ACTION

Misclassification of Employee as Independent Contractor

Labor Code § 226.8

(Against All Defendants and DOES 1-10)

19. Plaintiff hereby incorporates by reference the allegations in the paragraphs above as though fully set forth herein.

20. At all times herein mentioned, Labor Code section 226.8 was in full force and effect and was binding on Defendants. This statute prohibits employers from willfully misclassifying individuals as independent contractors.

21. Throughout Plaintiff's employment from May 5, 2024, through December 5, 2024, Defendants willfully misclassified Plaintiff and the Aggrieved Employees as independent contractors rather than employees.

22. Defendants exercised extensive control over Plaintiff's and the Aggrieved Employees' work, including but not limited to: setting and controlling work schedules; requiring attendance at mandatory meetings; assigning cleaning duties; managing grooming appointments; controlling time off requests; setting customer pricing; and managing all client relationships. This level of control extended to nearly every aspect of Plaintiff's and the Aggrieved Employees' daily work activities, demonstrating the significant degree of authority Defendants maintained over their workforce and further supporting the misclassification of Plaintiff and the Aggrieved Employees as independent contractors rather than employees.

23. Defendants further maintained control by:

- a. Restricting Plaintiff's and the Aggrieved Employees' access to client information through their "Mogo" appointment scheduling application;

b. Requiring Plaintiff and the Aggrieved Employees to work exclusively at Defendants' facility;

c. Prohibiting Plaintiff and the Aggrieved Employees from setting their own rates; and

d. Preventing Plaintiff and the Aggrieved Employees from operating their own independent business entities.

24. Plaintiff and the Aggrieved Employees were economically dependent on Defendants, as they were required to rely entirely on Defendants for their work assignments and compensation.

25. As a direct and proximate result of Defendants' willful misclassification, Plaintiff and the Aggrieved Employees have suffered substantial damages in an amount to be proven at trial.

26. Pursuant to Labor Code section 226.8, Defendants are liable for civil penalties for willful misclassification in an amount not less than five thousand dollars (\$5,000) and not more than fifteen thousand dollars (\$15,000) for each violation.

SECOND CAUSE OF ACTION

Failure to Pay Minimum Wages

Labor Code §§ 1194, 1197

(Against All Defendants and DOES 1-10)

27. Plaintiff hereby incorporates by reference the allegations in the paragraphs above as though fully set forth herein.

28. At all times herein mentioned, Labor Code sections 1194 and 1197 were in full force and effect and were binding on Defendants. These statutes require employers to pay employees not less than the minimum wage for all hours worked.

29. Defendants violated Labor Code sections 1194 and 1197 by failing to ensure Plaintiff and the Aggrieved Employees received at least minimum wage during slower periods when assigned fewer dogs per day, not compensating Plaintiff and the Aggrieved Employees for mandatory meetings, failing to pay for required cleaning duties, and not paying for time spent waiting between appointments. These actions collectively resulted in Plaintiff and the Aggrieved Employees being compensated below the legally mandated minimum wage for all hours worked, in direct contravention of California labor laws.

30. Defendants' commission-based system of 60% of grooming prices failed to guarantee minimum wage during all hours worked.

31. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff and the Aggrieved Employees have suffered and continue to suffer substantial losses in wages and other employment benefits.

32. Pursuant to Labor Code section 1194, Defendants are liable for unpaid minimum wages, liquidated damages, interest, reasonable attorneys' fees, and costs of suit.

THIRD CAUSE OF ACTION

Failure to Pay Overtime Wages

Labor Code §§ 510 and 1194, 1198 and the "Overtime Wages" section of applicable IWC Wage Order(s)

(Against All Defendants and DOES 1-10)

33. Plaintiff hereby incorporates by reference the allegations in the paragraphs above as though fully set forth herein.

34. At all times herein mentioned, Labor Code section 510(a) was in full force and effect and was binding on Defendants. Labor Code section 510 and the applicable Wage Order provide that employees in California shall not be employed more than eight hours in any workday or forty hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law. Specifically, Labor Code section 510(a) requires that: Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee.

35. Labor Code section 1194 establishes an employee's right to recover unpaid overtime compensation, and interest thereon, together with the costs of suit, and attorneys' fees. Labor Code section 1198 makes employment of an employee for longer hours than the IWC set or under conditions the IWC prohibits unlawful. Throughout Plaintiff's employment with Defendants, Plaintiff regularly worked in excess of eight hours per day and forty hours per week. Specifically, Plaintiff worked approximately 60-65 hours per week, spread across six days per week, with shifts regularly lasting 10-12 hours per day.

36. Throughout Plaintiff's employment, Defendants regularly required Plaintiff and the Aggrieved Employees to work in excess of eight hours per day and/or forty hours per week without paying overtime compensation.

37. Defendants violated Labor Code sections 510 and 1194 through a series of unlawful practices. These violations include failing to compensate employees at overtime rates for hours worked beyond eight in a day and forty in a week. Additionally, Defendants required employees to attend mandatory meetings without providing overtime pay for this time. Furthermore, Defendants failed to properly compensate employees at overtime rates for cleaning duties performed outside of regular working hours.

38. Defendants' failure to pay overtime wages was willful and intentional. Defendants were aware of their legal obligation to pay overtime wages but chose to ignore these requirements to maximize profits at the expense of Plaintiff's and the Aggrieved Employees' legal rights.

39. As a proximate result of Defendants' unlawful conduct, Plaintiff and the Aggrieved Employees have suffered and continues to suffer substantial losses in wages and other employment benefits, all in an amount according to proof at time of trial.

40. Pursuant to Labor Code section 1194, Plaintiff and the Aggrieved Employees are entitled to recover unpaid overtime compensation, interest thereon, reasonable attorneys' fees, and costs of suit.

FOURTH CAUSE OF ACTION

Failure to Provide Meal Periods

Labor Code §§ 226.7 and 512, and the "Meal Periods" section of applicable IWC Wage Order(s)

(Against All Defendants and DOES 1-10)

41. Plaintiff hereby incorporates by reference the allegations in the paragraphs above as though fully set forth herein.

42. At all times herein mentioned, Labor Code section 512 was in full force and effect and was binding on Defendants. Labor Code section 512(a) provides, in pertinent part: "[a]n employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of

the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 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.”

43. By failing to provide duty-free meal periods of at least thirty (30) minutes for shifts of five hours or more, starting before the end of the fifth hour of work, Defendants willfully violated Labor Code sections 226.7 and 512 and section 11 of the applicable Wage Order(s).

44. Throughout Plaintiff's employment, Defendants failed to provide legally compliant meal periods. Defendants maintained no formal meal break policy and failed to implement any break tracking system. Instead, Plaintiff and the Aggrieved Employees were forced to take breaks during unpredictable downtime between grooming appointments. Defendants did not ensure that Plaintiff and the Aggrieved Employees received uninterrupted duty-free 30-minute meal periods as required by law.

45. Defendants' failure to provide compliant meal periods was willful and intentional. Defendants were aware of their legal obligation to provide meal periods but chose to ignore these requirements to maximize productivity at the expense of Plaintiff's and the Aggrieved Employees' well-being and legal rights.

46. As a result of Defendants' unlawful conduct, Plaintiff and the Aggrieved Employees are entitled to recover one additional hour of pay at her regular rate of compensation for each workday that a compliant meal period was not provided, pursuant to Labor Code section 226.7(c).

47. As a proximate result of Defendants' unlawful conduct, Plaintiff and the Aggrieved Employees have suffered and continue to suffer substantial losses in wages and other employment benefits, all in an amount according to proof at time of trial.

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1 **FIFTH CAUSE OF ACTION**

2 **Failure to Provide Rest Periods**

3 **Labor Code § 226.7 and the “Rest Periods” section of applicable IWC Wage Order(s)**

4 **(Against All Defendants and DOES 1-10)**

5 48. Plaintiff hereby incorporates by reference the allegations in the paragraphs above as
6 though fully set forth herein.

7 49. At all times herein mentioned, Labor Code section 226.7 was in full force and effect and
8 was binding on Defendants. Labor Code section 226.7(b) provides, “An employer shall not require an
9 employee to work during a meal or rest period mandated pursuant to an applicable order of the Industrial
10 Welfare Commission.”

11 50. The applicable Wage Order provides, in pertinent part: “[e]very employer shall authorize
12 and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each
13 work period. The authorized rest period time shall be based on the total hours worked daily at the rate of
14 ten (10) minutes net rest time per four (4) hours or major fraction thereof. However, a rest period need
15 not be authorized for employees whose total daily work time is less than three and one-half (3 ½) hours.
16 Authorized rest period time shall be counted as hours worked for which there shall be no deduction from
17 wages.”

18 51. The applicable Wage Order further provides: “[i]f an employer fails to provide an
19 employee with a rest period in accordance with the applicable provisions of this order, the employer shall
20 pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each workday
21 that the rest period is not provided.”

22 52. By failing to authorize and permit a rest period of at least 10 minutes for every four (4)
23 hours or major fraction thereof worked per day, Defendants willfully violated provisions of Labor Code
24 section 226.7 and section 12 of the applicable Wage Order(s).

25 53. Throughout Plaintiff’s employment, Defendants failed to provide legally compliant duty-
26 free rest periods. Defendants maintained no formal rest break policy and failed to implement any break
27 tracking system. Instead, Plaintiff and the Aggrieved Employees were forced to take breaks during
28 unpredictable downtime between grooming appointments.

54. Defendants' failure to provide compliant rest periods was willful and intentional. Defendants were aware of their legal obligation to provide rest periods but chose to ignore these requirements to maximize productivity at the expense of Plaintiff's and the Aggrieved Employees' well-being and legal rights.

55. As a result of Defendants' unlawful conduct, Plaintiff and the Aggrieved Employees are entitled to recover one additional hour of pay at her regular rate of compensation for each workday that a compliant rest period was not provided, pursuant to Labor Code section 226.7(c).

56. As a proximate result of Defendants' unlawful conduct, Plaintiff and the Aggrieved Employees have suffered and continues to suffer substantial losses in wages and other employment benefits, all in an amount according to proof at time of trial.

SIXTH CAUSE OF ACTION

Failure to Provide Accurate Itemized Wage Statement

Labor Code § 226

(Against All Defendants and DOES 1-10)

57. Plaintiff hereby incorporates by reference the allegations in the paragraphs above as though fully set forth herein.

58. At all times herein mentioned, Labor Code section 226(a) was in full force and effect and was binding on Defendants. This statute requires employers to provide employees with accurate itemized wage statements showing, among other things, gross wages earned, total hours worked, all deductions, net wages earned, and all applicable hourly rates.

59. Labor Code section 226(a) provides: "[e]very employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee [...], (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four

1 digits of his or her social security number, [...], (8) the name and address of the legal entity that is the
2 employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number
3 of hours worked at each hourly rate by the employee....”

4 60. Throughout Plaintiff's employment, Defendants consistently failed to provide Plaintiff
5 and the Aggrieved Employees with accurate itemized wage statements as required by law. These wage
6 statements contained multiple inaccuracies and omissions, including but not limited to: failure to
7 accurately reflect all hours worked by Plaintiff and the Aggrieved Employees, incorrect reporting of
8 overtime hours and corresponding wages, and omission of meal and rest period premiums owed to
9 Plaintiff and the Aggrieved Employees.

10 61. Defendants' failure to provide accurate wage statements was knowing and intentional.
11 Defendants were aware of their legal obligation to provide accurate wage statements but chose to ignore
12 these requirements.

13 62. As a result of Defendants' knowing and intentional failure to comply with Labor Code
14 section 226(a), Plaintiff and the Aggrieved Employees suffered injury as defined in Labor Code section
15 226(e)(2)(B).

16 63. Pursuant to Labor Code section 226(e), Plaintiff and the Aggrieved Employees are entitled
17 to recover the greater of actual damages or fifty dollars (\$50) for the initial pay period in which a violation
18 occurred and one hundred dollars (\$100) for each subsequent pay period, up to a maximum of four
19 thousand dollars (\$4,000), plus reasonable attorneys' fees and costs.

20 **SEVENTH CAUSE OF ACTION**

21 **Unlawful Deductions from Wages**

22 **Labor Code §§ 221-224**

23 **(Against All Defendants and DOES 1-10)**

24 64. Plaintiff hereby incorporates by reference the allegations in the paragraphs above as
25 though fully set forth herein.

26 65. At all times herein mentioned, Labor Code sections 221-224 were in full force and effect
27 and were binding on Defendants. These statutes prohibit employers from collecting or receiving any part
28 of wages previously paid to employees and mandate that all wage deductions must be authorized in

1 writing by the employee.

2 66. Throughout Plaintiff's employment, Defendants made unlawful deductions from
3 Plaintiff's and the Aggrieved Employees' wages. These deductions included unauthorized amounts taken
4 from paychecks to pay for salon cleaning services performed by bathers. Additionally, Defendants
5 threatened to impose a 5% pay reduction for allegedly incorrect dog weighing procedures. Furthermore,
6 Defendants attempted to shift the financial burden onto their workers by threatening deductions for
7 customers' lost leashes or collars.

8 67. These deductions were not authorized in writing by Plaintiff or the Aggrieved Employees
9 and were not permissible under Labor Code sections 221-224.

10 68. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff and the
11 Aggrieved Employees have suffered and continue to suffer substantial losses in wages and other
12 employment benefits.

13 69. Pursuant to Labor Code section 225.5, Defendants are liable for civil penalties for
14 unlawful wage deductions, in addition to restitution of all unlawfully deducted wages.

15 **EIGHTH CAUSE OF ACTION**

16 **Failure to Maintain Accurate Records**

17 **Labor Code § 1174 and the "Records" section of the applicable IWC Wage Order(s)**

18 **(Against All Defendants and DOES 1-10)**

19 70. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though
20 fully set forth herein.

21 71. At all times herein mentioned, Labor Code section 1174 was in full force and effect and
22 was binding on Defendants. This statute requires employers to keep payroll records showing the hours
23 worked daily and the wages paid to all employees.

24 72. Section 7 of the applicable IWC Wage Order provides, in pertinent part: "Every employer
25 shall keep accurate information with respect to each employee including the following: (1) Full name,
26 home address, occupation, and social security number; (2) Birth date, if under 18 years, and designation
27 as a minor; (3) time records showing when the employee begins and ends each work period. Meal periods,
28 split shift intervals and total daily hours worked shall also be records; (4) total wages paid each payroll

period, including value of board, lodging, or other compensation actually furnished to the employee; (5) total hours worked in the payroll period and applicable rates of pay. . . ”

73. Defendants violated Labor Code section 1174 and the applicable IWC Wage Order by failing to maintain accurate payroll records for Plaintiff and the Aggrieved Employees. Specifically, Defendants failed to accurately record all hours worked by Plaintiff and the Aggrieved Employees, the timing of meal periods, meal and rest period premium wages owed to Plaintiff and the Aggrieved Employees, and other wages and premiums due under the Labor Code. These inaccuracies in record-keeping demonstrate a systematic failure by Defendants to comply with their legal obligations to maintain precise and comprehensive payroll records, potentially obscuring the full extent of their labor law violations and hindering Plaintiff's and the Aggrieved Employees' ability to fully assess and claim the compensation rightfully owed to her.

74. Defendants' failure to maintain accurate records was willful and intentional.

75. As a proximate result of Defendants' unlawful conduct, Plaintiff and the Aggrieved Employees have suffered and continues to suffer substantial losses in wages and other employment benefits, all in an amount according to proof at time of trial.

NINTH CAUSE OF ACTION

Violation of the Unfair Competition Law

Bus. & Prof. Code §§ 17200, *et seq.*

(Against All Defendants and DOES 1 – 10)

76. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though fully set forth herein.

77. The California Unfair Competition Law (“UCL”), Cal. Bus. & Prof. Code sections 17200, *et seq.*, defines unfair competition to include any “unlawful,” “unfair,” or “fraudulent” business act or practice. Cal. Bus. & Prof. Code § 17200.

78. Defendants engaged in unlawful, unfair, and fraudulent business practices by willfully misclassifying Plaintiff and the Aggrieved Employees as independent contractors, failing to pay minimum wage and overtime compensation, denying legally required meal and rest periods, failing to provide accurate wage statements, and not maintaining required employment

79. As a direct and proximate result of Defendants' unlawful, unfair, and fraudulent business practices, Plaintiff and the Aggrieved Employees have suffered injury in fact and lost money and property

80. Pursuant to Business and Professions Code section 17203, Plaintiff seeks an order of this Court enjoining Defendants from continuing to engage in these unlawful, unfair, and fraudulent business practices.

81. Plaintiff also seeks an order for restitution of all benefits Defendants may have acquired as a result of their unlawful, unfair, and fraudulent business practices, including unpaid wages and other employment benefits wrongfully withheld from Plaintiff and the Aggrieved Employees.

TENTH CAUSE OF ACTION

Civil Penalties Pursuant to California's Private Attorney General Act

Labor Code §§ 2698, *et seq.*

(Against All Defendants and DOES 1-10)

82. Plaintiff hereby incorporates by reference the allegations in the paragraphs above as though fully set forth herein.

83. Plaintiff brings this representative action on behalf of herself and other current and former Aggrieved Employees pursuant to the Private Attorneys General Act ("PAGA"), Labor Code sections 2698, *et seq.*

84. On December 9, 2024, Plaintiff provided written notice by certified mail to the LWDA and Defendants of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violations. More than 65 calendar days have elapsed since Plaintiff provided notice to the LWDA, and the LWDA has not provided notice of its intent to investigate the alleged violations.

85. Plaintiff seeks to recover civil penalties pursuant to PAGA for Defendants' violations of the Labor Code, including but not limited to violations of sections 226, 226.7, 226.8, 510, 512, 1174, 1194 and 1197.

86. Pursuant to Labor Code section 2699(a), Plaintiff seeks to recover civil penalties for Defendants' violations of the Labor Code. These penalties include all applicable statutory penalties as provided by law for the various Labor Code violations alleged. Additionally, Plaintiff seeks to recover

reasonable attorneys' fees and costs incurred in bringing this action, as authorized under PAGA. Furthermore, Plaintiff requests any other penalties permitted by law that may be applicable to the violations alleged in this complaint. The recovery of these civil penalties is intended to enforce California's labor laws and deter future violations by Defendants and other employers.

87. Plaintiff seeks to recover civil penalties for all aggrieved employees, with 75% of any penalties recovered to be distributed to the LWDA and 25% to be distributed to aggrieved employees, as provided by Labor Code section 2699(i).

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment as follows:

1. For general damages and compensatory damages in an amount according to proof, together with prejudgment interest;
2. For special damages according to proof;
3. For unpaid minimum wages, overtime compensation, and other unpaid wages pursuant to Labor Code sections 510, 1194, and 1197;
4. For meal and rest period premium wages pursuant to Labor Code section 226.7;
5. For statutory penalties pursuant to Labor Code sections 226 (wage statement violations), 226.8 (willful misclassification) and 1174 (recordkeeping violations);
6. For civil penalties pursuant to PAGA (Labor Code sections 2698, *et seq.*);
7. For liquidated damages pursuant to Labor Code section 1194.2;
8. For restitution of all benefits Defendants received from their unfair and unlawful business practices pursuant to Business and Professions Code section 17203;
9. For punitive and exemplary damages according to proof;
10. For reasonable attorneys' fees pursuant to Labor Code sections 218.5, 226, 1194, and any other applicable statute;
11. For prejudgment interest pursuant to Civil Code section 3287 and Labor Code section 218.6;
12. For costs of suit incurred; and
13. For any other and further relief as the Court deems just and proper.

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DATED: April 15, 2025

mlh

Joshua I. White, Esq.
Michiko Vartanian, Esq.
Attorneys for Plaintiff,
Lourdes Ramirez

EXHIBIT A



December 9, 2024

NOTICE VIA ONLINE SUBMISSION

California Labor and Workforce Development Agency
Private Attorney General Act (PAGA) – Filing

VIA CERTIFIED MAIL (RETURN RECEIPT REQUESTED)

RND, Inc. d/b/a Colonies Pet Grooming
1138 E 20th St Suite B
Upland, CA 91784

Re: Notice by Lourdes Ramirez on Behalf of Herself and all Other Aggrieved California Employees of RND, Inc. d/b/a Colonies Pet Grooming, as an individual and a Representative of the State of California

Dear Labor and Workforce Development Agency and RND, Inc. d/b/a Colonies Pet Grooming:

Pursuant to the Labor Code Private Attorneys General Act of 2004 (“PAGA”), California Labor Code section 2698, *et seq.*, Lourdes Ramirez (“Ms. Ramirez” or “Claimant”) intends to bring a civil action against her former employer RND, Inc. d/b/a Colonies Pet Grooming (collectively referred to as the “Employer”), on behalf of herself and all other individuals employed by the Employer as a Pet Groomer or similar job title in California. This letter serves as Claimant’s written notice pursuant to Labor Code section 2699.3(a)(1) providing the Labor and Workforce Development Agency (“LWDA”) the opportunity to investigate the alleged claims contained herein of the specific provisions of the Labor Code allegedly violated by the Employer and the facts and theories in support of said allegations. This information contained herein is based on currently possessed information and belief.

If the LWDA does not intend to investigate the alleged violations, Claimant intends to file a representative civil action for PAGA penalties on behalf of herself and all aggrieved employees of the Employer and shall seek civil penalties under the PAGA. A copy of this Notice is being sent to the Employer by certified mail at the address above.

Identity of “Employees”

Claimant intends to pursue PAGA civil penalties on her own behalf and on the behalf of other current and former employees of the entities/individual referenced below who performed non-exempt work for said entities/individual and were either: 1) classified as a non-exempt employee or 2) should have been classified as a non-exempt employee and who performed work

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for the Employer in California as a Pet Groomer or similar job title. Said employees are limited to employees performing work for said entities/individuals at any time during one (1) year prior to the date of this PAGA Notice letter and continuing until the unlawful employment practices are stopped and/or a judgment is entered. Said employees are collectively hereinafter referred to as "Aggrieved Employees." The names of Aggrieved Employees are contained within the personnel records of the Employer.

Identity and Capacity of Employers/Joint Employers

Claimant intends to pursue a PAGA action against her former employer, RND, Inc. d/b/a Colonies Pet Grooming, and its parent companies, subsidiaries, successors, owners, officers, directors, and managing agents (collectively referred to as "Employer" as well). Claimant will seek to hold all owners, directors, officers and managing agents of her Employer, personally liable for said violations to the extent permitted under Labor Code section 558 and/or Labor Code section 558.1.

All business entities referenced herein were the alter-egos of each and every other entity and individual referenced herein and there exists, and at all times herein mentioned has existed, a unity of interest and ownership between said entities and individuals such that any separateness between them ceased to exist in that said individuals and other entities have completely controlled, dominated, managed, and operated the business entities and have intermingled the assets of each to suit convenience. Further, each of the business entities are, and at all times mentioned herein were, mere shells, instrumentalities, and conduits through which the other above-referenced entities/individuals carried out their business while exercising complete control and dominance of the business such that individuality or separateness did not truly exist. Therefore, in the PAGA action, Claimant will seek to hold each said individual and/or entity jointly and severally liable for any and/or all violations committed by the other above-referenced individuals and/or entities.

It should further be noted that the Employer and its parent companies, subsidiaries, successors, owners, officers, directors, and/or managing agents have been engaged in a joint enterprise. Moreover, said persons/individuals are joint employers of Aggrieved Employees for the following reasons: 1) Said entities/individuals directly and/or indirectly exercised control over the wages, hours or working conditions of Aggrieved Employees; 2) Said entities/individuals had knowledge (either personally or through officers, directors and/or managing agents) of the work Aggrieved Employees were doing for them while supposedly being employed by another entity/individual and failed to prevent the work from occurring; and 3) Said entities retained or assumed a general right of control over hiring, direction, supervision, discipline, discharge, and relevant day-to-day aspects of the workplace behavior of Aggrieved Employees.

Violations/Supporting Facts and Theories

At all times herein, the Employer is a pet grooming company located in Upland, CA. Employer provides pet grooming services within the State of California and have employed/jointly employed Employees (including Ms. Ramirez) to perform work and services in furtherance of their business and joint enterprise interests.

Claimant worked for the Employer from approximately May 2024 until December 2024 as

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a Pet Groomer. During her employment, Claimant was misclassified as an independent contractor. As a result of the willful misclassification, the Employer denied Claimant and Aggrieved Employees the rights and protections of the California Labor Code and applicable IWC Wage Order.

At all relevant times at least one year prior to the date of this Notice, the Employer subjected Claimant and other Aggrieved Employees to policies and practices caused the violations of the Labor Code as described herein. Claimant now seeks civil penalties on behalf of all Aggrieved Employees and the State of California based on the alleged violations of the Labor Code and applicable IWC Wage Order, including civil penalties pursuant to Labor Code section 558(a). Claimant's claims are set forth in further detail below.

For reasons set forth herein, Claimant alleges the following violations of the Labor Code and applicable IWC Wage Order on behalf of herself and all other non-exempt aggrieved employees of Employer:

1. Willful Misclassification as an Independent Contractor;
2. Failure to Pay All Wages (Overtime and Minimum Wages);
3. Failure to Provide Meal and Rest Periods;
4. Failure to Provide Accurate Itemized Wage Statements;
5. Unlawful Deductions from Wages;
6. Failure to Maintain Accurate Records; and
7. Unfair Business Practices;

The violations of Employer, thus include, the following:

Misclassification as Independent Contractor

Labor Code §226.8 prohibits employers from knowingly and voluntarily misclassifying employees as independent contractors. Labor Code §2775 (AB 5), codifies the "ABC test" for determining employment status. Since May 5, 2024, Employer has misclassified Claimant as an independent contractor despite the fact that she does not meet the test and should have been classified as an employee for purposes of California's wage and hour laws.

Here, the Employer exercises strict control over Claimant's and Aggrieved Employees' job performance by: 1) setting their work schedule; 2) requiring attendance at mandatory meetings; 3) requiring Claimant and Aggrieved Employees to clean the grooming salon; 4) setting grooming appointments; 5) requiring Claimant and Aggrieved Employees to request time off; and 6) setting the prices charged by Employer to customers. Furthermore, Claimant and Aggrieved Employees perform work that is central to the employer's core business as a pet grooming establishment, working alongside other pet groomers under the same arrangement. Claimant and Aggrieved Employees have no independent business operation, lack the ability to develop their own client relationships, cannot set their own rates, and must work exclusively at the Employer's facility. Additionally, Employer exercises control through mandatory cleaning duties, threatening pay

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deductions for perceived performance issues, and maintaining centralized control over client scheduling and payments. This comprehensive control over work conditions, coupled with the integration of Claimant's and Aggrieved Employees' services into the employer's core business operations and her lack of independent business autonomy, clearly establishes her status as an employee under California Labor Code §2775.

Accordingly, Claimant will pursue *civil penalties* under the PAGA on behalf of all Aggrieved Employees, including recovery of attorney's fees, costs, and civil penalties to the extent allowed by law.

Failure to Pay All Wages (Overtime and Minimum Wages)

The Employer violated Labor Code sections 218, 500, 510, 1194, 1197, 1198, and the applicable Industrial Welfare Commission Wage Order, sections 3 and 4, by failing to pay Claimant and other Aggrieved Employees at least the minimum wage, and at times, the overtime wage required under the law, including hours worked during meal periods and work performed off-the-clock. Claimant has been compensated solely through a commission structure on grooming services and has not been paid for all hours worked, including any overtime hours. The commission-only compensation arrangement provides no guaranteed minimum wage floor, violating California's minimum wage requirements. During slow periods, Claimant and other Aggrieved Employees are required to remain on-site for 7-8 hour shifts while only receiving 1-3 dogs to groom, resulting in sub-minimum wage compensation for hours worked.

Aggrieved Employees working more than 8 hours in a workday have not been paid time and one-half. Instead, they either were not paid for the time they worked over 8 hours, or they were only paid regular wages rather than overtime wages.

Aggrieved Employees working more than 40 hours in a workweek have not been paid time and one-half. Instead, they either were not paid for the time they worked over 40 hours in a week, or they were only paid regular wages rather than overtime wages. Specifically, because not all the time worked by Employees has been/is being reported on the Employees' time records and/or paychecks, Aggrieved Employees have not been paid at least the minimum wage for all the time they worked for the Employer.

The Employer's failure to pay Aggrieved Employees all wages in accordance with the Labor Code has been, in part, accomplished by wrongfully failing to include all of the times that Employees worked in calculating Aggrieved Employees' wages during each pay-period that Employees were employed.

Furthermore, under California law, employers are obligated to pay the wages of an hourly employee for all time that the employee is under the control of the employer and includes all the time the employee is suffered or permitted to work, whether required to do so. The Employer failed to pay any wages, including overtime and minimum wages for work performed during meal periods, hours worked driving between jobs, and completing paperwork off-the-clock post shift to avoid incurring overtime.

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Accordingly, Claimant will pursue *civil penalties* under the PAGA on behalf of all Aggrieved Employees, including recovery of attorney's fees, costs, and civil penalties to the extent allowed by law.

Failure to Provide Meal and Rest Periods

Labor Code §512(a) states that an employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 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.

Labor Code §226.7 prohibits employers from requiring employees to work during rest periods and mandates that employers pay premium wages for missed rest breaks. This section works in conjunction with the applicable Industrial Welfare Commission (IWC) Wage Order, section 12, which specifically outlines the requirements for rest periods.

Section 12(A) of the applicable IWC Wage Order requires employers to authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized 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. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3½) hours.

Claimant and other Aggrieved Employees have been consistently denied statutory meal and rest period rights while working at Colonies Pet Grooming due to the willful misclassification as independent contractors. The Employer maintains no formal meal and rest break policy or tracking system, instead requiring workers to attempt taking breaks during unpredictable downtime between grooming appointments. Furthermore, since Claimant and other Aggrieved are only paid a commission for each grooming job completed, she is not paid for any time spent taking a rest break, as required under California law.

Accordingly, Claimant will pursue *civil penalties* under the PAGA on behalf of all Aggrieved Employees, including recovery of attorney's fees, costs, and civil penalties to the extent allowed by law.

Failure to Provide Accurate Itemized Wage Statements

Labor Code section 226(a) states in pertinent part that every employer shall provide an accurate itemized statement in writing with respect to each one of its employees showing: 1) gross wages earned; 2) total hours worked by an employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission; (3) the number of piece rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item; (5) net wages earned; (6) the inclusive dates of the period for which the employee is paid; (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social

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security number; (8) the name and address of the legal entity that is the employer...; and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

Furthermore, Labor Code § 226(e)(2)(A) states: “An employee is deemed to suffer injury for purposes of this subdivision if the Employer fails to provide a wage statement.”

Labor Code § 226.3 imposes an additional civil penalty on the Employers of \$250.00 per employee per violation of Labor Code § 226(a) in an initial citation and \$1,000.00 per employee for each violation in a subsequent citation. In addition, Labor Code § 226(e) imposes a penalty of 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 exceeding an aggregate penalty of \$4,000, and Claimants are entitled to an award of costs and reasonable attorney’s fees.

Due to the unlawful misclassification of Claimant and other Aggrieved Employees as an independent contractor, Employer has failed to provide any itemized wage statements to Claimant, in violation of Labor Code §226.

Accordingly, Claimant will pursue *civil penalties* under the PAGA on behalf of all Aggrieved Employees, including recovery of attorney’s fees, costs, and civil penalties to the extent allowed by law.

Unlawful Deductions from Wages

Labor Code §§221-224, prohibit employers from collecting or receiving wages previously paid to employees and mandate that all wage deductions must be authorized in writing by the employee. When Claimant first started employment in May 2024, Employer made unauthorized \$30 deductions from Claimant and Aggrieved Employees’ paychecks to pay for salon cleaning services performed by dog bathers.

Under Labor Code §224, while certain deductions are permissible when authorized in writing, these cleaning service deductions fall outside the scope of legally permissible deductions as they effectively shifted the employer's operational costs onto employees. The violation is particularly egregious as the employer failed to provide any documentation or receipts of these deductions. Rather than properly documenting the deductions, the Employer ceased the practice entirely and instead created a mandatory cleaning list for the groomers to perform these duties themselves without compensation. The Employer's subsequent threats to impose a 5% pay reduction for allegedly incorrect dog weighing procedures further demonstrates their ongoing willingness to make improper wage deductions as a form of discipline.

Accordingly, Claimant will pursue *civil penalties* under the PAGA on behalf of all Aggrieved Employees, including recovery of attorney’s fees, costs, and civil penalties to the extent allowed by law.

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Failure to Maintain Accurate Records

Labor Code section 1174(d) requires every person, including Employers, employing labor in the state to “[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. These records shall be kept in accordance with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than three years. An employer shall not prohibit an employee from maintaining a personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units earned.”

Labor Code section 1174.5 provides: “Any person employing labor who willfully fails to maintain the records required by subdivision (c) of §1174 or accurate and complete records required by subdivision (d) of §1174, or to allow any member of the commission or employees of the division to inspect records pursuant to subdivision (b) of §1174, shall be subject to a civil penalty of five hundred dollars (\$500).”

Section 7(A) of the applicable IWC Wage Order provides: “Every employer shall keep accurate information with respect to each employee including the following: . . . (3) time records showing when the employee begins and ends each work period. Meal periods, split shift intervals and total daily hours worked shall also be recorded.” Employers failed to accurately record the hours worked and meal periods for Claimant and other non-exempt aggrieved employees.

Employer failed to keep accurate records due in part to the willful misclassification of Claimant, and other groomers, as independent contractors.

Accordingly, Claimant will pursue *civil penalties* under the PAGA on behalf of all Aggrieved Employees, including recovery of attorney’s fees, costs, and civil penalties to the extent allowed by law.

Civil Penalties for Violation of the Labor Code and IWC Wage Orders

Labor Code section 558 subjects any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of Part 2, Chapter 1, of the Labor Code or any provision regulating hours and days of work in any IWC Wage Order to a civil penalty in the amount of \$50 for any initial violation for each pay period in which an employee is underpaid in addition to an amount sufficient to recover underpaid wages, and \$100 for each subsequent violation in addition to an amount sufficient to recover underpaid wages, which shall be paid to each affected employee.

Labor Code section 558.1(a) states: “Any employer or other person acting on behalf of an employer, who violates, or causes to be violated, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, or violates, or causes to be violated, sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation.” Labor Code section 558.1(b) expressly defines “other person acting on behalf of an employer” to include a “natural person who is an owner, director, officer, or managing agent of the employer.”

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Labor Code section 1197.1 states that any employer or other person acting either individually or as an officer, agent or employee of another person, which pays or causes to be paid to any employee a wage less than the minimum fixed by an order of the commission shall be subject to a civil penalty and restitution of wages payable to the employee in an amount of \$100 for the initial violation for each pay period in which an employee underpaid in addition to an amount sufficient to recover underpaid wages, and \$250 for each subsequent violation in addition to an amount sufficient to recover underpaid wages, which shall be paid to each affected employee.

As set forth above, Employers violated the IWC Wage Order regulating the hours and days of work, Labor Code sections 510, 1197, and 1198, and caused the employees to be paid less than the minimum set by the IWC Wage Order. As a result, Employers are liable for civil penalties under Labor Code sections 558, 558.1, 1197.1.

Accordingly, Claimant will pursue *civil penalties* under the PAGA on behalf of all Aggrieved Employees, including recovery of attorney's fees, costs, and civil penalties to the extent allowed by law.

Duties of Employer

Labor Code section 1174 describes certain duties of every employer in this state. Subsection (d) of this labor code section requires that payroll records show the hours worked daily by employees and the corresponding wages to be paid for the hours worked. Employer violated this requirement by their failure to accurately record employee hours and wages owed for meal and rest period premiums and reporting time pay. Labor Code §1174.5 imposes a civil penalty of \$500 for an employer's failure to maintain accurate and complete records. This civil penalty is addition to the civil penalty of \$100 per pay period, per non-exempt aggrieved employee that would be imposed pursuant to Labor Code section 2699 for a violation of Labor Code §1174(d). Furthermore, Claimant and all other aggrieved current and former non-exempt employees are entitled to collect 35% of the penalty imposed pursuant to §2699.

The Employer failed to accurately record meal periods and failed to record all accurate wages to be paid, as a result of the Employer's policy of not paying meal and rest period premiums for non-compliant breaks. Furthermore, the Employer failed to pay for all hours worked including time spent driving between pest control service jobs, and time spent completing paperwork off-the-clock after clocking out.

Claimant will pursue all remedies on behalf of herself and other non-exempt Aggrieved Employees, including but not limited to non-exempt employees in California, including recovery of attorney's fees, costs, damages and penalties to the extent allowed by law.

Attorneys' Fees, Costs, Interest and Penalties

Labor Code sections 218.6, 226(e), 1194, 1194.2, and 2699, *et seq.*, give employees the right to recover in a civil action the unpaid balance of the full amount of minimum wages, regular wages, overtime compensation, damages, liquidated damages, and penalties, including interest thereon, reasonable attorney's fees, and costs of suit.

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Pursuant to Labor Code section 2699(m), aggrieved employees are entitled to collect 35% of the civil penalty assessment. Accordingly, Employers are liable for these items in addition to the unpaid wages. Claimant has already incurred in actual damages, costs and attorney's fees and will continue to incur costs because of the Employer's unlawful actions.

Conclusion

If the State of California intends to investigate the matters set forth herein, please inform our offices as soon as possible as prompt administrative action will permit the identified unlawful practices to be rectified in prompt fashion. If the State of California does not send notification of its intent to investigate the alleged violations set forth herein, then pursuant to Labor Code section 2698, *et seq.* (PAGA), Claimant reserves the right to file a PAGA cause of action seeking all available damages, penalties, and remedies as well as attorney's fees, interest, and costs against Employer, as permitted under the PAGA. Should the State of California require any additional information, please do not hesitate to contact the undersigned.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Marta Manus', is written above the printed name.

Marta Manus, Esq.