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ELECTRONICALLY

FILED

Superior Court of California,
County of San Francisco

07/21/2026

Clerk of the Court

BY: JAMES FORONDA

Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN FRANCISCO

ALEXUS JOHNSON and CAITLIN MARTINEZ,
individuals, on behalf of themselves, and on behalf of
all persons similarly situated, and on behalf of the
State of California, as private attorney general,

Plaintiffs,

vs.

CURO PET, LLC, a Limited Liability Company; SF
AMC, LP, a Limited Partnership, and DOES 1
through 50, inclusive,

Defendants.

Case No. **CGC-25-625576**

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION COMPLAINT
FOR:**

1. UNFAIR COMPETITION IN VIOLATION OF CAL. BUS. & PROF. CODE §§ 17200;
2. FAILURE TO PAY MINIMUM WAGES IN VIOLATION OF CAL. LAB. CODE §§ 1194, 1197 & 1197.1;
3. FAILURE TO PAY OVERTIME WAGES IN VIOLATION OF CAL. LAB. CODE § 510;
4. FAILURE TO PROVIDE REQUIRED MEAL PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;
5. FAILURE TO PROVIDE REQUIRED REST PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;
6. FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS IN VIOLATION OF CAL. LAB. CODE § 226;
7. FAILURE TO REIMBURSE EMPLOYEES FOR REQUIRED EXPENSES IN VIOLATION OF CAL. LAB. CODE § 2802;
8. FAILURE TO PROVIDE WAGES WHEN DUE IN VIOLATION OF CAL. LAB. CODE §§ 201, 202 AND 203;
9. FAILURE TO PAY SICK PAY WAGES IN VIOLATION OF CAL. LAB. CODE §§ 201-203, 233, 246; and,
10. VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT [LABOR CODE §§ 2698, et seq.]

DEMAND FOR A JURY TRIAL

Alexus Johnson (“PLAINTIFF Johnson”), an individual, on behalf of herself and all other similarly situated current and former employees allege on information and belief, except for her own acts and knowledge which are based on personal knowledge, the following.

THE PARTIES

1. Curo Pet, LLC is a limited liability company that at all relevant times mentioned herein conducted and continues to conduct substantial business in California.

2. SF AMC, LP is a limited partnership that at all relevant times mentioned herein conducted and continues to conduct substantial business in California.

3. Curo Pet, LLC and SF AMC, LP (collectively referred to as “DEFENDANTS”) provide animal medical services in California.

4. PLAINTIFF Johnson was employed by DEFENDANTS in California from January of 2024 to January of 2025. PLAINTIFF was at all times classified by DEFENDANTS as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked.

5. Caitlin Martinez (“PLAINTIFF Martinez”) is currently employed by DEFENDANTS in California. PLAINTIFF Martinez’s employment started in June of 2023. PLAINTIFF is at all times classified by DEFENDANTS as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked.

6. PLAINTIFF Johnson brings this Class Action on behalf of herself and a California class, defined as all individuals who are or previously were employed allegedly by DEFENDANTS Curo Pet, LLC and SF AMC, LP who were classified as non-exempt in the State of California and who worked for SF AMC, LP (the “CALIFORNIA CLASS”) from May 22, 2021 to the date of Preliminary Approval (the “CALIFORNIA CLASS PERIOD”). The amount in controversy for the aggregate claim of CALIFORNIA CLASS Members is under five million dollars (\$5,000,000.00).

7. PLAINTIFF Johnson brings this Class Action on behalf of herself and a CALIFORNIA CLASS in order to fully compensate the CALIFORNIA CLASS for their losses incurred during the CALIFORNIA

1 CLASS PERIOD caused by DEFENDANTS' policy and practice which failed to lawfully compensate these
2 employees. DEFENDANTS' policy and practice alleged herein was an unlawful, unfair and deceptive business
3 practice whereby DEFENDANTS retained and continues to retain wages due to PLAINTIFF Johnson and the
4 other members of the CALIFORNIA CLASS. PLAINTIFF Johnson and the other members of the CALIFORNIA
5 CLASS seek an injunction enjoining such conduct by DEFENDANTS in the future, relief for the named
6 PLAINTIFF Johnson and the other members of the CALIFORNIA CLASS who have been economically injured
7 by DEFENDANTS' past and current unlawful conduct, and all other appropriate legal and equitable relief.

8 8. The true names and capacities, whether individual, corporate, subsidiary, partnership, associate
9 or otherwise of defendants DOES 1 through 50, inclusive, are presently unknown to PLAINTIFF Johnson who
10 therefore sues these Defendants by such fictitious names pursuant to Cal. Civ. Proc. Code § 474. PLAINTIFF
11 Johnson will seek leave to amend this Complaint to allege the true names and capacities of Does 1 through 50,
12 inclusive, when they are ascertained. PLAINTIFF Johnson is informed and believe, and based upon that
13 information and belief alleges, that the Defendants named in this Complaint, including DOES 1 through 50,
14 inclusive, are responsible in some manner for one or more of the events and happenings that proximately caused
15 the injuries and damages hereinafter alleged.

16 9. The agents, servants and/or employees of the Defendants and each of them acting on behalf of
17 the Defendants acted within the course and scope of his, her or its authority as the agent, servant and/or
18 employee of the Defendants, and personally participated in the conduct alleged herein on behalf of the
19 Defendants with respect to the conduct alleged herein. Consequently, the acts of each Defendant are legally
20 attributable to the other Defendants and all Defendants are jointly and severally liable to PLAINTIFF Johnson
21 and the other members of the CALIFORNIA CLASS, for the loss sustained as a proximate result of the conduct
22 of the Defendants' agents, servants and/or employees.

23 24 THE CONDUCT

25 10. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANTS was required
26 to pay PLAINTIFF Johnson and CALIFORNIA CLASS Members for all their time worked, meaning the time
27 during which an employee is subject to the control of an employer, including all the time the employee is
28 suffered or permitted to work. DEFENDANTS requires PLAINTIFF Johnson and CALIFORNIA CLASS

1 Members to work without paying them for all the time they are under DEFENDANTS' control. Among other
2 things, DEFENDANTS require PLAINTIFF Johnson to work while clocked out during what is supposed to be
3 PLAINTIFF Johnson's off-duty meal break. PLAINTIFF Johnson were from time to time interrupted by work
4 assignments while clocked out for what should have been PLAINTIFF Johnson's off-duty meal break.
5 DEFENDANTS, as a matter of established company policy and procedure, administers a uniform practice of
6 rounding the actual time worked and recorded by PLAINTIFF Johnson and CALIFORNIA CLASS Members,
7 always to the benefit of DEFENDANTS, so that during the course of their employment, PLAINTIFF Johnson
8 and CALIFORNIA CLASS Members are paid less than they would have been paid had they been paid for actual
9 recorded time rather than "rounded" time. Additionally, DEFENDANTS engage in the practice of requiring
10 PLAINTIFF Johnson and CALIFORNIA CLASS Members to perform work off the clock in that
11 DEFENDANTS, as a condition of employment, required these employees to submit to mandatory temperature
12 checks and symptom questionnaires for COVID-19 screening prior to clocking into DEFENDANTS'
13 timekeeping system for the workday. As a result, PLAINTIFF Johnson and other CALIFORNIA CLASS
14 Members forfeit minimum wage, overtime wage compensation, and off-duty meal breaks by working without
15 their time being correctly recorded and without compensation at the applicable rates. DEFENDANTS' policy
16 and practice not to pay PLAINTIFF Johnson and other CALIFORNIA CLASS Members for all time worked,
17 is evidenced by DEFENDANTS' business records.

18 11. State and federal law provides that employees must be paid overtime and meal and rest
19 break premiums at one-and-one-half times their "regular rate of pay." PLAINTIFF Johnson and other
20 CALIFORNIA CLASS Members are compensated at an hourly rate plus incentive pay that is tied to specific
21 elements of an employee's performance.

22 12. The second component of PLAINTIFF Johnson's and other CALIFORNIA CLASS Members'
23 compensation is DEFENDANTS' non-discretionary incentive program that paid PLAINTIFF Johnson and other
24 CALIFORNIA CLASS Members incentive wages based on their performance for DEFENDANTS. The non-
25 discretionary incentive program provided all employees paid on an hourly basis with incentive compensation
26 when the employees met the various performance goals set by DEFENDANTS. However, when calculating the
27 regular rate of pay in order to pay overtime and meal and rest break premiums to PLAINTIFF Johnson and other
28 CALIFORNIA CLASS Members, DEFENDANTS failed to include the incentive compensation as part of the

1 employees' "regular rate of pay" for purposes of calculating overtime pay and meal and rest break premium pay.
2 Management and supervisors described the incentive program to potential and new employees as part of the
3 compensation package. As a matter of law, the incentive compensation received by PLAINTIFF Johnson and
4 other CALIFORNIA CLASS Members must be included in the "regular rate of pay." The failure to do so has
5 resulted in a underpayment of overtime compensation and meal and rest break premiums to PLAINTIFF Johnson
6 and other CALIFORNIA CLASS Members by DEFENDANTS.

7 13. As a result of their rigorous work schedules, PLAINTIFF Johnson and other CALIFORNIA
8 CLASS Members were from time to time unable to take thirty (30) minute off duty meal breaks and were not
9 fully relieved of duty for their meal periods. PLAINTIFF Johnson and other CALIFORNIA CLASS Members
10 were required from time to time to perform work as ordered by DEFENDANTS for more than five (5) hours
11 during some shifts without receiving a meal break. Further, DEFENDANTS from time to time failed to provide
12 PLAINTIFF Johnson and CALIFORNIA CLASS Members with a second off-duty meal period for some
13 workdays in which these employees were required by DEFENDANTS to work ten (10) hours of work.
14 DEFENDANTS also engaged in the practice of rounding the meal period times to avoid paying penalties to
15 PLAINTIFF Johnson and other CALIFORNIA CLASS Members. PLAINTIFF Johnson and other members of
16 the CALIFORNIA CLASS therefore forfeit meal breaks without additional compensation and in accordance
17 with DEFENDANTS' corporate policy and practice.

18 14. During the CALIFORNIA CLASS PERIOD, PLAINTIFF Johnson and other CALIFORNIA
19 CLASS Members were also required from time to time to work in excess of four (4) hours without being
20 provided ten (10) minute rest periods. Further, these employees were denied their first rest periods of at least
21 ten (10) minutes for some shifts worked of at least two (2) to four (4) hours from time to time, a first and second
22 rest period of at least ten (10) minutes for some shifts worked of between six (6) and eight (8) hours from time
23 to time, and a first, second and third rest period of at least ten (10) minutes for some shifts worked of ten (10)
24 hours or more from time to time. PLAINTIFF Johnson and other CALIFORNIA CLASS Members were also
25 not provided with one hour wages in lieu thereof. Additionally, the applicable California Wage Order requires
26 employers to provide employees with off-duty rest periods, which the California Supreme Court defined as time
27 during which an employee is relieved from all work related duties and free from employer control. In so doing,
28 the Court held that the requirement under California law that employers authorize and permit all employees to

1 take rest period means that employers must relieve employees of all duties and relinquish control over how
2 employees spend their time which includes control over the locations where employees may take their rest
3 period. Employers cannot impose controls that prohibit an employee from taking a brief walk - five minutes out,
4 five minutes back. Here, DEFENDANTS' policy restricted PLAINTIFF Johnson and other CALIFORNIA
5 CLASS Members from unconstrained walks and is unlawful based on DEFENDANTS' rule which states
6 PLAINTIFF Johnson and other CALIFORNIA CLASS Members cannot leave the work premises during their
7 rest period.

8 15. During the CALIFORNIA CLASS PERIOD, DEFENDANTS failed to accurately record and
9 pay PLAINTIFF Johnson and other CALIFORNIA CLASS Members for the actual amount of time these
10 employees worked. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANTS were
11 required to pay PLAINTIFF Johnson and other CALIFORNIA CLASS Members for all time worked, meaning
12 the time during which an employee was subject to the control of an employer, including all the time the
13 employee was permitted or suffered to permit this work. DEFENDANTS required these employees to work off
14 the clock without paying them for all the time they were under DEFENDANTS' control. As such,
15 DEFENDANTS knew or should have known that PLAINTIFF Johnson and the other members of the
16 CALIFORNIA CLASS were under compensated for all time worked. As a result, PLAINTIFF Johnson and
17 other CALIFORNIA CLASS Members forfeited time worked by working without their time being accurately
18 recorded and without compensation at the applicable minimum wage and overtime wage rates. To the extent
19 that the time worked off the clock does not qualify for overtime premium payment, DEFENDANTS fail to pay
20 minimum wages for the time worked off-the-clock in violation of Cal. Lab. Code §§ 1194, 1197, and 1197.1.

21 16. From time to time, DEFENDANTS also failed to provide PLAINTIFF Johnson and the other
22 members of the CALIFORNIA CLASS with complete and accurate wage statements which failed to show,
23 among other things, the correct gross and net wages earned. Cal. Lab. Code § 226 provides that every employer
24 shall furnish each of his or her employees with an accurate itemized wage statement in writing showing, among
25 other things, gross wages earned and all applicable hourly rates in effect during the pay period and the
26 corresponding amount of time worked at each hourly rate. PLAINTIFF Johnson and CALIFORNIA CLASS
27 Members were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates
28 during the pay period and the total hours worked, and the applicable pay period in which the wages were earned

1 pursuant to California Labor Code Section 226(a). The wage statements DEFENDANTS provided to
2 PLAINTIFF Johnson and other CALIFORNIA CLASS Members failed to identify such information. More
3 specifically, the wage statements failed to identify the accurate total hours worked each pay period. When the
4 hours shown on the wage statements were added up, they did not equal the actual total hours worked during the
5 pay period in violation of Cal. Lab. Code 226(a)(2). Aside, from the violations listed above in this paragraph,
6 DEFENDANTS failed to issue to PLAINTIFF Johnson an itemized wage statement that lists all the requirements
7 under California Labor Code 226. As a result, DEFENDANTS from time to time provided PLAINTIFF Johnson
8 and the other members of the CALIFORNIA CLASS with wage statements which violated Cal. Lab. Code § 226.

9 17. DEFENDANTS underpaid sick pay wages to PLAINTIFF Johnson and other CALIFORNIA
10 CLASS Members by failing to pay such wages at the regular rate of pay in violation of Cal. Lab. Code Section
11 246. Specifically, PLAINTIFF Johnson and other non-exempt employees earn non-discretionary remuneration.
12 Rather than pay sick pay at the regular rate of pay, DEFENDANTS underpaid sick pay to PLAINTIFF Johnson
13 and other CALIFORNIA CLASS Members at their base rates of pay.

14 18. Cal. Lab. Code Section 246(l)(2) requires that paid sick time for nonexempt
15 employees be calculated by dividing the employee's total wages, not including overtime premium pay, by the
16 employee's total hours worked in the full pay periods of the prior 90 days of employment.

17 19. DEFENDANTS violated Cal. Lab. Code Section 246 by failing to pay sick pay at the regular
18 rate of pay. PLAINTIFF Johnson and CALIFORNIA CLASS Members routinely earned non-discretionary
19 incentive wages which increased their regular rate of pay. However, when sick pay was paid, it was paid at the
20 base rate of pay for PLAINTIFF Johnson and members of the CALIFORNIA CLASS, as opposed to the correct,
21 higher regular rate of pay, as required under Cal. Lab. Code Section 246.

22 20. As a pattern and practice, DEFENDANTS regularly failed to pay PLAINTIFF Johnson and
23 other members of the CALIFORNIA CLASS their correct wages and accordingly owe waiting time penalties
24 pursuant to Cal. Lab. Code Section 203. Further, PLAINTIFF Johnson are informed and believe and based
25 thereon allege that such failure to pay sick pay at regular rate was willful, such that PLAINTIFF Johnson and
26 members of the CALIFORNIA CLASS whose employment has separated are entitled to waiting time penalties
27 pursuant to Cal. Lab. Code Sections 201-203.
28

1 21. Pursuant to Cal. Lab. Code Section 221, "It shall be unlawful for any employer to collect or
2 receive from an employee any part of wages theretofore paid by said employer to said employee."
3 DEFENDANTS failed to pay all compensation due to PLAINTIFF Johnson and other CALIFORNIA LABOR
4 SUB-CLASS Members, made unlawful deductions from compensation payable to PLAINTIFF Johnson and
5 CALIFORNIA LABOR SUB-CLASS Members, failed to disclose all aspects of the deductions from
6 compensation payable to PLAINTIFF Johnson and CALIFORNIA LABOR SUB-CLASS Members, and thereby
7 failed to pay these employees all wages due at each applicable pay period and upon termination. PLAINTIFF
8 Johnson and members of the CALIFORNIA LABOR SUB-CLASS seek recovery of all illegal deductions from
9 wages according to proof, related penalties, interest, attorney fees and costs.

10 22. DEFENDANTS intentionally and knowingly failed to reimburse and indemnify PLAINTIFF
11 Johnson and the other CALIFORNIA CLASS Members for required business expenses incurred by the
12 PLAINTIFF Johnson and other CALIFORNIA CLASS Members in direct consequence of discharging their
13 duties on behalf of DEFENDANTS. Under California Labor Code Section 2802, employers are required to
14 indemnify employees for all expenses incurred in the course and scope of their employment. Cal. Lab. Code
15 § 2802 expressly states that "an employer shall indemnify his or her employee for all necessary expenditures
16 or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her
17 obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying
18 the directions, believed them to be unlawful."

19 23. In the course of their employment PLAINTIFF Johnson and other CALIFORNIA CLASS
20 Members as a business expense, were required by DEFENDANTS to use their own personal cellular phones as
21 a result of and in furtherance of their job duties as employees for DEFENDANTS but are not reimbursed or
22 indemnified by DEFENDANTS for the cost associated with the use of their personal cellular phones for
23 DEFENDANTS' benefit. Specifically, PLAINTIFF Johnson and other CALIFORNIA CLASS Members were
24 required by DEFENDANTS to use their personal cellular phones. As a result, in the course of their employment
25 with DEFENDANTS, PLAINTIFF Johnson and other members of the CALIFORNIA CLASS incurred
26 unreimbursed business expenses which included, but were not limited to, costs related to the use of their
27 personal cellular phones all on behalf of and for the benefit of DEFENDANTS.
28

24. Specifically as to PLAINTIFF Johnson, DEFENDANTS failed to provide all the legally required off-duty meal and rest breaks to PLAINTIFF Johnson as required by the applicable Wage Order and Labor Code and failed to pay PLAINTIFF Johnson all minimum and overtime wages due to PLAINTIFF Johnson. DEFENDANTS did not have a policy or practice which provided timely off-duty meal and rest breaks to PLAINTIFF Johnson and also failed to compensate PLAINTIFF Johnson for PLAINTIFF Johnson's missed meal and rest breaks. The nature of the work performed by the PLAINTIFF Johnson did not prevent PLAINTIFF Johnson from being relieved of all of PLAINTIFF Johnson's duties for the legally required off-duty meal periods. As a result, DEFENDANTS' failure to provide PLAINTIFF Johnson with the legally required meal periods is evidenced by DEFENDANTS' business records. The amount in controversy for PLAINTIFF Johnson individually does not exceed the sum or value of \$75,000.

JURISDICTION AND VENUE

25. This Court has jurisdiction over this Action pursuant to California Code of Civil Procedure, Section 410.10 and California Business & Professions Code, Section 17203. This action is brought as a Class Action on behalf of PLAINTIFF Johnson and similarly situated employees of DEFENDANTS pursuant to Cal. Code of Civ. Proc. § 382.

26. Venue is proper in this Court pursuant to California Code of Civil Procedure, Sections 395 and 395.5, because PLAINTIFF Johnson worked in this County for DEFENDANTS and DEFENDANTS (i) currently maintains and at all relevant times maintained offices and facilities in this County and/or conducts substantial business in this County, and (ii) committed the wrongful conduct herein alleged in this County against members of the CALIFORNIA CLASS.

THE CALIFORNIA CLASS

27. PLAINTIFF Johnson brings the First Cause of Action for Unfair, Unlawful and Deceptive Business Practices pursuant to Cal. Bus. & Prof. Code §§ 17200, (the "UCL") as a Class Action, pursuant to Cal. Code of Civ. Proc. § 382, on behalf of a California class, defined as all individuals who are or previously were employed allegedly by DEFENDANTS Curo Pet, LLC and SF AMC, LP who were classified as non-exempt in the State of California and who worked for DEFENDANTS (the "CALIFORNIA CLASS") from May 22, 2021¹ to the date of Preliminary Approval (the "CALIFORNIA CLASS PERIOD"). The amount in

1 controversy for the aggregate claim of CALIFORNIA CLASS Members is under five million dollars
2 (\$5,000,000.00).

3 28. To the extent equitable tolling operates to toll claims by the CALIFORNIA CLASS against
4 DEFENDANTS, the CALIFORNIA CLASS PERIOD should be adjusted accordingly.

5 29. DEFENDANTS, as a matter of company policy, practice and procedure, and in violation of the
6 applicable Labor Code, Industrial Welfare Commission ("IWC") Wage Order requirements, and the applicable
7 provisions of California law, intentionally, knowingly, and wilfully, engaged in a practice whereby
8 DEFENDANTS failed to record all meal and rest breaks missed by PLAINTIFF Johnson and other
9 CALIFORNIA CLASS Members, even though DEFENDANTS enjoyed the benefit of this work, required
10 employees to perform this work and permits or suffers to permit this work.

11 30. DEFENDANTS has the legal burden to establish that each and every CALIFORNIA CLASS
12 Member was paid accurately for all meal and rest breaks missed as required by California laws. The
13 DEFENDANTS, however, as a matter of policy and procedure failed to have in place during the CALIFORNIA
14 CLASS PERIOD and still fails to have in place a policy or practice to ensure that each and every CALIFORNIA
15 CLASS Member is paid as required by law. This common business practice is applicable to each and every
16 CALIFORNIA CLASS Member can be adjudicated on a class-wide basis as unlawful, unfair, and/or deceptive
17 under Cal. Business & Professions Code §§ 17200, (the "UCL") as causation, damages, and reliance are not
18 elements of this claim.

19 31. The CALIFORNIA CLASS, is so numerous that joinder of all CALIFORNIA CLASS
20 Members is impracticable.

21 32. DEFENDANTS violated the rights of the CALIFORNIA CLASS under California law by:

- 22 (a) Committing an act of unfair competition in violation of , Cal. Bus. & Prof. Code §§
23 17200, (the "UCL"), by unlawfully, unfairly and/or deceptively having in place
24 company policies, practices and procedures that failed to record and pay PLAINTIFF
25 Johnson and the other members of the CALIFORNIA CLASS for all time worked,
26 including minimum wages owed and overtime wages owed for work performed by
27 these employees; and,
28

- 1 (b) Committing an act of unfair competition in violation of the UCL, by failing to provide
2 the PLAINTIFF Johnson and the other members of the CALIFORNIA CLASS with the
3 legally required meal and rest periods.

4 33. This Class Action meets the statutory prerequisites for the maintenance of a Class Action as
5 set forth in Cal. Code of Civ. Proc. § 382, in that:

- 6 (a) The persons who comprise the CALIFORNIA CLASS are so numerous that the
7 joinder of all such persons is impracticable and the disposition of their claims as a
8 class will benefit the parties and the Court;
- 9 (b) Nearly all factual, legal, statutory, declaratory and injunctive relief issues that are
10 raised in this Complaint are common to the CALIFORNIA CLASS will apply to every
11 member of the CALIFORNIA CLASS;
- 12 (c) The claims of the representative PLAINTIFF Johnson are typical of the claims of each
13 member of the CALIFORNIA CLASS. PLAINTIFF Johnson, like all the other
14 members of the CALIFORNIA CLASS, were classified as non-exempt employees paid
15 on an hourly basis who were subjected to the DEFENDANTS' deceptive practice and
16 policy which failed to provide the legally required meal and rest periods to the
17 CALIFORNIA CLASS and thereby underpaid compensation to PLAINTIFF Johnson
18 and CALIFORNIA CLASS. PLAINTIFF Johnson sustained economic injury as a
19 result of DEFENDANTS' employment practices. PLAINTIFF Johnson and the
20 members of the CALIFORNIA CLASS were and are similarly or identically harmed
21 by the same unlawful, deceptive and unfair misconduct engaged in by DEFENDANTS;
22 and,
- 23 (d) The representative PLAINTIFF Johnson will fairly and adequately represent and
24 protect the interest of the CALIFORNIA CLASS, and have retained counsel who are
25 competent and experienced in Class Action litigation. There are no material conflicts
26 between the claims of the representative PLAINTIFF Johnson and the members of the
27 CALIFORNIA CLASS that would make class certification inappropriate. Counsel for
28

1 the CALIFORNIA CLASS will vigorously assert the claims of all CALIFORNIA
2 CLASS Members.

3 34. In addition to meeting the statutory prerequisites to a Class Action, this action is properly
4 maintained as a Class Action pursuant to Cal. Code of Civ. Proc. § 382, in that:

- 5 (a) Without class certification and determination of declaratory, injunctive, statutory
6 and other legal questions within the class format, prosecution of separate actions by
7 individual members of the CALIFORNIA CLASS will create the risk of:
- 8 1) Inconsistent or varying adjudications with respect to individual members of
9 the CALIFORNIA CLASS which would establish incompatible standards
10 of conduct for the parties opposing the CALIFORNIA CLASS; and/or,
11 2) Adjudication with respect to individual members of the CALIFORNIA
12 CLASS which would as a practical matter be dispositive of interests of the
13 other members not party to the adjudication or substantially impair or impede
14 their ability to protect their interests.
- 15 (b) The parties opposing the CALIFORNIA CLASS have acted or refused to act on
16 grounds generally applicable to the CALIFORNIA CLASS, making appropriate class-
17 wide relief with respect to the CALIFORNIA CLASS as a whole in that
18 DEFENDANTS failed to pay all wages due to members of the CALIFORNIA CLASS
19 as required by law;
- 20 1) With respect to the First Cause of Action, the final relief on behalf of the
21 CALIFORNIA CLASS sought does not relate exclusively to restitution
22 because through this claim PLAINTIFF Johnson seek declaratory relief
23 holding that the DEFENDANTS' policy and practices constitute unfair
24 competition, along with declaratory relief, injunctive relief, and incidental
25 equitable relief as may be necessary to prevent and remedy the conduct
26 declared to constitute unfair competition;
- 27 (c) Common questions of law and fact exist as to the members of the CALIFORNIA
28 CLASS, with respect to the practices and violations of California law as listed above,

1 and predominate over any question affecting only individual CALIFORNIA CLASS
2 Members, and a Class Action is superior to other available methods for the fair and
3 efficient adjudication of the controversy, including consideration of:

4 1) The interests of the members of the CALIFORNIA CLASS in individually
5 controlling the prosecution or defense of separate actions in that the
6 substantial expense of individual actions will be avoided to recover the
7 relatively small amount of economic losses sustained by the individual
8 CALIFORNIA CLASS Members when compared to the substantial expense
9 and burden of individual prosecution of this litigation;

10 2) Class certification will obviate the need for unduly duplicative litigation
11 that would create the risk of:

12 A. Inconsistent or varying adjudications with respect to individual
13 members of the CALIFORNIA CLASS, which would establish
14 incompatible standards of conduct for the DEFENDANTS; and/or,

15 B. Adjudications with respect to individual members of the
16 CALIFORNIA CLASS would as a practical matter be dispositive of
17 the interests of the other members not parties to the adjudication or
18 substantially impair or impede their ability to protect their interests;

19 3) In the context of wage litigation because a substantial number of individual
20 CALIFORNIA CLASS Members will avoid asserting their legal rights out of
21 fear of retaliation by DEFENDANTS, which may adversely affect an
22 individual's job with DEFENDANTS or with a subsequent employer, the
23 Class Action is the only means to assert their claims through a representative;
24 and,

25 4) A class action is superior to other available methods for the fair and efficient
26 adjudication of this litigation because class treatment will obviate the need for
27 unduly and unnecessary duplicative litigation that is likely to result in the
28

1 absence of certification of this action pursuant to Cal. Code of Civ. Proc. § 382.

2 35. This Court should permit this action to be maintained as a Class Action pursuant to Cal. Code
3 of Civ. Proc. § 382 because:

- 4 (a) The questions of law and fact common to the CALIFORNIA CLASS predominate
5 over any question affecting only individual CALIFORNIA CLASS Members
6 because the DEFENDANTS' employment practices are applied with respect to the
7 CALIFORNIA CLASS;
- 8 (b) A Class Action is superior to any other available method for the fair and efficient
9 adjudication of the claims of the members of the CALIFORNIA CLASS because in the
10 context of employment litigation a substantial number of individual CALIFORNIA
11 CLASS Members will avoid asserting their rights individually out of fear of retaliation
12 or adverse impact on their employment;
- 13 (c) The members of the CALIFORNIA CLASS are so numerous that it is impractical to
14 bring all members of the CALIFORNIA CLASS before the Court;
- 15 (d) PLAINTIFF Johnson, and the other CALIFORNIA CLASS Members, will not be
16 able to obtain effective and economic legal redress unless the action is maintained
17 as a Class Action;
- 18 (e) There is a community of interest in obtaining appropriate legal and equitable relief for
19 the acts of unfair competition, statutory violations and other improprieties, and in
20 obtaining adequate compensation for the damages and injuries which DEFENDANTS'
21 actions have inflicted upon the CALIFORNIA CLASS;
- 22 (f) There is a community of interest in ensuring that the combined assets of
23 DEFENDANTS are sufficient to adequately compensate the members of the
24 CALIFORNIA CLASS for the injuries sustained;
- 25 (g) DEFENDANTS have acted or refused to act on grounds generally applicable to the
26 CALIFORNIA CLASS, thereby making final class-wide relief appropriate with respect
27 to the CALIFORNIA CLASS as a whole;
- 28

- 1 (h) The members of the CALIFORNIA CLASS are readily ascertainable from the
2 business records of DEFENDANTS; and,
- 3 (i) Class treatment provides manageable judicial treatment calculated to bring a
4 efficient and rapid conclusion to all litigation of all wage and hour related claims
5 arising out of the conduct of DEFENDANTS as to the members of the
6 CALIFORNIA CLASS.

7 36. DEFENDANTS maintain records from which the Court can ascertain and identify by job title
8 each of DEFENDANTS' employees who have been intentionally subjected to DEFENDANTS' company policy,
9 practices and procedures as herein alleged. PLAINTIFF Johnson will seek leave to amend the Complaint to
10 include any additional job titles of similarly situated employees when they have been identified.

11 **THE CALIFORNIA LABOR SUB-CLASS**

12 37. PLAINTIFF Johnson further brings the Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth and
13 Ninth causes Action on behalf of a California sub-class, defined as as all individuals who are or previously were
14 employed allegedly by DEFENDANTS Curo Pet, LLC and SF AMC, LP who were classified as non-exempt
15 in the State of California and who worked for DEFENDANTS (the "CALIFORNIA CLASS") from May 22,
16 2021 to the date of Preliminary Approval (the "CALIFORNIA LABOR SUB-CLASS PERIOD") pursuant to
17 Cal. Code of Civ. Proc. § 382. The amount in controversy for the aggregate claim of CALIFORNIA LABOR
18 SUB-CLASS Members is under five million dollars (\$5,000,000.00).

19 38. DEFENDANTS, in violation of the applicable Labor Code, Industrial Welfare Commission
20 ("IWC") Wage Order requirements, and the applicable provisions of California law, intentionally, knowingly,
21 and wilfully, engaged in a practice whereby DEFENDANTS failed to correctly calculate compensation for the
22 time worked by PLAINTIFF Johnson and the other members of the CALIFORNIA LABOR SUB-CLASS and
23 reporting time wages owed to these employees, even though DEFENDANTS enjoyed the benefit of this work,
24 required employees to perform this work and permitted or suffered to permit this work. DEFENDANTS have
25 denied these CALIFORNIA LABOR SUB-CLASS Members wages to which these employees are entitled in
26 order to unfairly cheat the competition and unlawfully profit. To the extent equitable tolling operates to toll
27 claims by the CALIFORNIA LABOR SUB-CLASS against DEFENDANTS, the CALIFORNIA LABOR SUB-
28 CLASS PERIOD should be adjusted accordingly.

1 39. DEFENDANTS maintain records from which the Court can ascertain and identify by name and
2 job title, each of DEFENDANTS' employees who have been intentionally subjected to DEFENDANTS'
3 company policy, practices and procedures as herein alleged. PLAINTIFF Johnson will seek leave to amend the
4 complaint to include any additional job titles of similarly situated employees when they have been identified.

5 40. The CALIFORNIA LABOR SUB-CLASS is so numerous that joinder of all CALIFORNIA
6 LABOR SUB-CLASS Members is impracticable.

7 41. Common questions of law and fact exist as to members of the CALIFORNIA LABOR SUB-
8 CLASS, including, but not limited, to the following:

- 9 (a) Whether DEFENDANTS unlawfully failed to correctly calculate and pay
10 compensation due to members of the CALIFORNIA LABOR SUB-CLASS for missed
11 meal and rest breaks in violation of the California Labor Code and California
12 regulations and the applicable California Wage Order;
- 13 (b) Whether DEFENDANTS failed to provide the PLAINTIFF Johnson and the other
14 members of the CALIFORNIA LABOR SUB-CLASS with accurate itemized wage
15 statements;
- 16 (c) Whether DEFENDANTS has engaged in unfair competition by the above-listed
17 conduct;
- 18 (d) The proper measure of damages and penalties owed to the members of the
19 CALIFORNIA LABOR SUB-CLASS; and,
- 20 (e) Whether DEFENDANTS' conduct was willful.

21 42. DEFENDANTS violated the rights of the CALIFORNIA LABOR SUB-CLASS under
22 California law by:

- 23 (a) Violating Cal. Lab. Code § 510, by failing to correctly pay the PLAINTIFF Johnson
24 and the members of the CALIFORNIA LABOR SUB-CLASS all wages due for
25 overtime worked, for which DEFENDANTS are liable pursuant to Cal. Lab. Code §
26 1194;
- 27 (b) Violating Cal. Lab. Code §§ 1194, 1197 & 1197.1, by failing to accurately pay
28 PLAINTIFF Johnson and the members of the CALIFORNIA LABOR SUB-CLASS

1 the correct minimum wage pay for which DEFENDANTS are liable pursuant to Cal.
2 Lab. Code §§ 1194 and 1197;

3 (c) Violating Cal. Lab. Code § 226, by failing to provide PLAINTIFF Johnson and the
4 members of the CALIFORNIA LABOR SUB-CLASS with an accurate itemized
5 statement in writing showing the corresponding correct amount of wages earned by the
6 employee;

7 (d) Violating Cal. Lab. Code §§ 226.7 and 512, by failing to provide PLAINTIFF Johnson
8 and the other members of the CALIFORNIA LABOR SUB-CLASS with all legally
9 required off-duty, uninterrupted thirty (30) minute meal breaks and the legally required
10 off-duty rest breaks;

11 (e) Violating Cal. Lab. Code §§ 201, 202 and/or 203, which provides that when an
12 employee is discharged or quits from employment, the employer must pay the
13 employee all wages due without abatement, by failing to tender full payment and/or
14 restitution of wages owed or in the manner required by California law to the members
15 of the CALIFORNIA LABOR SUB-CLASS who have terminated their employment;
16 and,

17 (f) Violating Cal. Lab. Code § 2802 by failing to reimburse PLAINTIFF Johnson and
18 the CALIFORNIA LABOR SUB-CLASS members with necessary expenses
19 incurred in the discharge of their job duties.

20 43. This Class Action meets the statutory prerequisites for the maintenance of a Class Action as
21 set forth in Cal. Code of Civ. Proc. § 382, in that:

22 (a) The persons who comprise the CALIFORNIA LABOR SUB-CLASS are so numerous
23 that the joinder of all CALIFORNIA LABOR SUB-CLASS Members is impracticable
24 and the disposition of their claims as a class will benefit the parties and the Court;

25 (b) Nearly all factual, legal, statutory, declaratory and injunctive relief issues that are
26 raised in this Complaint are common to the CALIFORNIA LABOR SUB-CLASS and
27 will apply to every member of the CALIFORNIA LABOR SUB-CLASS;
28

1 (c) The claims of the representative PLAINTIFF Johnson are typical of the claims of each
2 member of the CALIFORNIA LABOR SUB-CLASS. PLAINTIFF Johnson, like all
3 the other members of the CALIFORNIA LABOR SUB-CLASS, were non-exempt
4 employees paid on an hourly basis who were subjected to the DEFENDANTS' practice
5 and policy which failed to pay the correct amount of wages due to the CALIFORNIA
6 LABOR SUB-CLASS. PLAINTIFF Johnson sustained economic injury as a result of
7 DEFENDANTS' employment practices. PLAINTIFF Johnson and the members of the
8 CALIFORNIA LABOR SUB-CLASS were and are similarly or identically harmed by
9 the same unlawful, deceptive, and unfair misconduct engaged in by DEFENDANTS;
10 and,

11 (d) The representative PLAINTIFF Johnson will fairly and adequately represent and
12 protect the interest of the CALIFORNIA LABOR SUB-CLASS, and have retained
13 counsel who are competent and experienced in Class Action litigation. There are no
14 material conflicts between the claims of the representative PLAINTIFF Johnson and
15 the members of the CALIFORNIA LABOR SUB-CLASS that would make class
16 certification inappropriate. Counsel for the CALIFORNIA LABOR SUB-CLASS will
17 vigorously assert the claims of all CALIFORNIA LABOR SUB-CLASS Members.

18 44. In addition to meeting the statutory prerequisites to a Class Action, this action is properly
19 maintained as a Class Action pursuant to Cal. Code of Civ. Proc. § 382, in that:

20 (a) Without class certification and determination of declaratory, injunctive, statutory and
21 other legal questions within the class format, prosecution of separate actions by
22 individual members of the CALIFORNIA LABOR SUB-CLASS will create the risk
23 of:

24 1) Inconsistent or varying adjudications with respect to individual members of the
25 CALIFORNIA LABOR SUB-CLASS which would establish incompatible
26 standards of conduct for the parties opposing the CALIFORNIA LABOR
27 SUB-CLASS; or,
28

1 2) Adjudication with respect to individual members of the CALIFORNIA
2 LABOR SUB-CLASS which would as a practical matter be dispositive of
3 interests of the other members not party to the adjudication or substantially
4 impair or impede their ability to protect their interests.

5 (b) The parties opposing the CALIFORNIA LABOR SUB-CLASS have acted or refused
6 to act on grounds generally applicable to the CALIFORNIA LABOR SUB-CLASS,
7 making appropriate class-wide relief with respect to the CALIFORNIA LABOR SUB-
8 CLASS as a whole in that DEFENDANTS fail to pay all wages due. Including the
9 correct wages for all time worked by the members of the CALIFORNIA LABOR SUB-
10 CLASS as required by law;

11 (c) Common questions of law and fact predominate as to the members of the
12 CALIFORNIA LABOR SUB-CLASS, with respect to the practices and violations of
13 California Law as listed above, and predominate over any question affecting only
14 individual CALIFORNIA LABOR SUB-CLASS Members, and a Class Action is
15 superior to other available methods for the fair and efficient adjudication of the
16 controversy, including consideration of:

17 1) The interests of the members of the CALIFORNIA LABOR SUB-CLASS in
18 individually controlling the prosecution or defense of separate actions in that
19 the substantial expense of individual actions will be avoided to recover the
20 relatively small amount of economic losses sustained by the individual
21 CALIFORNIA LABOR SUB-CLASS Members when compared to the
22 substantial expense and burden of individual prosecution of this litigation;

23 2) Class certification will obviate the need for unduly duplicative litigation
24 that would create the risk of:

25 A. Inconsistent or varying adjudications with respect to individual
26 members of the CALIFORNIA LABOR SUB-CLASS, which would
27 establish incompatible standards of conduct for the DEFENDANTS;
28 and/or,

1 B. Adjudications with respect to individual members of the
2 CALIFORNIA LABOR SUB-CLASS would as a practical matter be
3 dispositive of the interests of the other members not parties to the
4 adjudication or substantially impair or impede their ability to protect
5 their interests;

6 3) In the context of wage litigation because a substantial number of individual
7 CALIFORNIA LABOR SUB-CLASS Members will avoid asserting their legal
8 rights out of fear of retaliation by DEFENDANTS, which may adversely affect
9 an individual's job with DEFENDANTS or with a subsequent employer, the
10 Class Action is the only means to assert their claims through a representative;
11 and,

12 4) A class action is superior to other available methods for the fair and efficient
13 adjudication of this litigation because class treatment will obviate the need for
14 unduly and unnecessary duplicative litigation that is likely to result in the
15 absence of certification of this action pursuant to Cal. Code of Civ. Proc. §
16 382.

17 45. This Court should permit this action to be maintained as a Class Action pursuant to Cal. Code
18 of Civ. Proc. § 382 because:

19 (a) The questions of law and fact common to the CALIFORNIA LABOR SUB-CLASS
20 predominate over any question affecting only individual CALIFORNIA LABOR SUB-
21 CLASS Members;

22 (b) A Class Action is superior to any other available method for the fair and efficient
23 adjudication of the claims of the members of the CALIFORNIA LABOR SUB-CLASS
24 because in the context of employment litigation a substantial number of individual
25 CALIFORNIA LABOR SUB-CLASS Members will avoid asserting their rights
26 individually out of fear of retaliation or adverse impact on their employment;

- 1 (c) The members of the CALIFORNIA LABOR SUB-CLASS are so numerous that it is
2 impractical to bring all members of the CALIFORNIA LABOR SUB-CLASS before
3 the Court;
- 4 (d) PLAINTIFF Johnson, and the other CALIFORNIA LABOR SUB-CLASS Members,
5 will not be able to obtain effective and economic legal redress unless the action is
6 maintained as a Class Action;
- 7 (e) There is a community of interest in obtaining appropriate legal and equitable relief for
8 the acts of unfair competition, statutory violations and other improprieties, and in
9 obtaining adequate compensation for the damages and injuries which DEFENDANTS'
10 actions have inflicted upon the CALIFORNIA LABOR SUB-CLASS;
- 11 (f) There is a community of interest in ensuring that the combined assets of
12 DEFENDANTS are sufficient to adequately compensate the members of the
13 CALIFORNIA LABOR SUB-CLASS for the injuries sustained;
- 14 (g) DEFENDANTS have acted or refused to act on grounds generally applicable to the
15 CALIFORNIA LABOR SUB-CLASS, thereby making final class-wide relief
16 appropriate with respect to the CALIFORNIA LABOR SUB-CLASS as a whole;
- 17 (h) The members of the CALIFORNIA LABOR SUB-CLASS are readily ascertainable
18 from the business records of DEFENDANTS. The CALIFORNIA LABOR SUB-
19 CLASS consists of all CALIFORNIA CLASS Members who worked for
20 DEFENDANTS in California at any time during the CALIFORNIA LABOR SUB-
21 CLASS PERIOD; and,
- 22 (i) Class treatment provides manageable judicial treatment calculated to bring a efficient
23 and rapid conclusion to all litigation of all wage and hour related claims arising out of
24 the conduct of DEFENDANTS as to the members of the CALIFORNIA LABOR SUB-
25 CLASS.

26
27 **FIRST CAUSE OF ACTION**

28 **For Unlawful Business Practices**

1 [Cal. Bus. And Prof. Code §§ 17200]

2 (By PLAINTIFF Johnson and the CALIFORNIA CLASS and Against All Defendants)

3 46. PLAINTIFF Johnson, and the other members of the CALIFORNIA CLASS, reallege and
4 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

5 47. DEFENDANTS are a “person” as that term is defined under Cal. Bus. and Prof. Code § 17021.

6 48. California Business & Professions Code §§ 17200, (the “UCL”) defines unfair competition as
7 any unlawful, unfair, or fraudulent business act or practice. Section 17203 authorizes injunctive, declaratory,
8 and/or other equitable relief with respect to unfair competition as follows:

9 Any person who engages, has engaged, or proposes to engage in unfair competition may be
10 enjoined in any court of competent jurisdiction. The court may make such orders or
11 judgments, including the appointment of a receiver, as may be necessary to prevent the use
12 or employment by any person of any practice which constitutes unfair competition, as
defined in this chapter, or as may be necessary to restore to any person in interest any
money or property, real or personal, which may have been acquired by means of such unfair
competition.

13 Cal. Bus. & Prof. Code § 17203.

14 49. By the conduct alleged herein, DEFENDANTS have engaged and continues to engage in a
15 business practice which violates California law, including but not limited to, the applicable Industrial Wage
16 Order(s), the California Code of Regulations and the California Labor Code including Sections 221, 226.7, 246,
17 510, 512, 1194, 1197, 1197.1, 1198, 2802 and the Fair Labor Standards Act and federal regulations promulgated
18 thereunder, for which this Court should issue declaratory and other equitable relief pursuant to Cal. Bus. & Prof.
19 Code § 17203 as may be necessary to prevent and remedy the conduct held to constitute unfair competition,
20 including restitution of wages wrongfully withheld.

21 50. By the conduct alleged herein, DEFENDANTS’ practices were unlawful and unfair in that these
22 practices violate public policy, were immoral, unethical, oppressive, unscrupulous or substantially injurious to
23 employees, and were without valid justification or utility for which this Court should issue equitable and
24 injunctive relief pursuant to Section 17203 of the California Business & Professions Code, including restitution
25 of wages wrongfully withheld.

26 51. By the conduct alleged herein, DEFENDANTS’ practices were deceptive and fraudulent in that
27 DEFENDANTS’ policy and practice failed to provide the legally mandated meal and rest periods, the required
28 amount of compensation for missed meal and rest periods and overtime and minimum wages owed, failed to

1 timely pay wages, and failed to reimburse all necessary business expenses incurred, and failed to provide Fair
2 Labor Standards Act overtime wages due for overtime worked as a result of failing to include non-discretionary
3 incentive compensation into their regular rates of pay for purposes of computing the proper overtime pay due
4 to a business practice that cannot be justified, pursuant to the applicable Cal. Lab. Code, and Industrial Welfare
5 Commission requirements in violation of Cal. Bus. Code §§ 17200, and for which this Court should issue
6 injunctive and equitable relief, pursuant to Cal. Bus. & Prof. Code § 17203, including restitution of wages
7 wrongfully withheld.

8 52. By the conduct alleged herein, DEFENDANTS' practices were also unlawful, unfair and
9 deceptive in that DEFENDANTS' employment practices caused PLAINTIFF Johnson and the other
10 members of the CALIFORNIA CLASS to be underpaid during their employment with DEFENDANTS.

11 53. By the conduct alleged herein, DEFENDANTS' practices were also unlawful, unfair and
12 deceptive in that DEFENDANTS' policies, practices and procedures failed to provide all legally required meal
13 breaks to PLAINTIFF Johnson and the other members of the CALIFORNIA CLASS as required by Cal. Lab.
14 Code §§ 226.7 and 512.

15 54. Therefore, PLAINTIFF Johnson demands on behalf of herself and on behalf of each
16 CALIFORNIA CLASS Member, one (1) hour of pay for each workday in which an off-duty meal period was
17 not timely provided for each five (5) hours of work, and/or one (1) hour of pay for each workday in which a
18 second off-duty meal period was not timely provided for each ten (10) hours of work.

19 55. PLAINTIFF Johnson further demands on behalf of herself and each member of the
20 CALIFORNIA LABOR SUB-CLASS, one (1) hour of pay for each workday in which an off duty paid rest
21 period was not timely provided as required by law.

22 56. By and through the unlawful and unfair business practices described herein, DEFENDANTS
23 have obtained valuable property, money and services from PLAINTIFF Johnson and the other members of the
24 CALIFORNIA CLASS, including earned wages for all time worked, and has deprived them of valuable rights
25 and benefits guaranteed by law and contract, all to the detriment of these employees and to the benefit of
26 DEFENDANTS so as to allow DEFENDANTS to unfairly compete against competitors who comply with the
27 law.
28

57. All the acts described herein as violations of, among other things, the Industrial Welfare Commission Wage Orders, the California Code of Regulations, and the California Labor Code, were unlawful and in violation of public policy, were immoral, unethical, oppressive and unscrupulous, were deceptive, and thereby constitute unlawful, unfair and deceptive business practices in violation of Cal. Bus. & Prof. Code §§ 17200.

58. PLAINTIFF Johnson and the other members of the CALIFORNIA CLASS are entitled to, and do, seek such relief as may be necessary to restore to them the money and property which DEFENDANTS have acquired, or of which PLAINTIFF Johnson and the other members of the CALIFORNIA CLASS have been deprived, by means of the above described unlawful and unfair business practices, including earned but unpaid wages for all time worked.

59. PLAINTIFF Johnson and the other members of the CALIFORNIA CLASS are further entitled to, and do, seek a declaration that the described business practices are unlawful, unfair and deceptive, and that injunctive relief should be issued restraining DEFENDANTS from engaging in any unlawful and unfair business practices in the future.

60. PLAINTIFF Johnson and the other members of the CALIFORNIA CLASS have no plain, speedy and/or adequate remedy at law that will end the unlawful and unfair business practices of DEFENDANTS. Further, the practices herein alleged presently continue to occur unabated. As a result of the unlawful and unfair business practices described herein, PLAINTIFF Johnson and the other members of the CALIFORNIA CLASS have suffered and will continue to suffer irreparable legal and economic harm unless DEFENDANTS are restrained from continuing to engage in these unlawful and unfair business practices.

SECOND CAUSE OF ACTION

For Failure To Pay Minimum Wages

[Cal. Lab. Code §§ 1194, 1197 and 1197.1]

(By PLAINTIFF Johnson and the CALIFORNIA LABOR SUB-CLASS

and Against All Defendants)

61. PLAINTIFF Johnson, and the other members of the CALIFORNIA LABOR SUB- CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

1 62. PLAINTIFF Johnson and the other members of the CALIFORNIA LABOR SUB-CLASS bring
2 a claim for DEFENDANTS' willful and intentional violations of the California Labor Code and the Industrial
3 Welfare Commission requirements for DEFENDANTS' failure to accurately calculate and pay minimum wages
4 to PLAINTIFF Johnson and CALIFORNIA CLASS Members.

5 63. Cal. Lab. Code § 1197 provides the minimum wage for employees fixed by the commission
6 is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed in
7 unlawful.

8 64. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid wages, including
9 minimum wage compensation and interest thereon, together with the costs of suit.

10 65. DEFENDANTS maintained a wage practice of paying PLAINTIFF Johnson and the other
11 members of the CALIFORNIA LABOR SUB-CLASS without regard to the correct amount of time they work.
12 As set forth herein, DEFENDANTS' policy and practice was to unlawfully and intentionally deny timely
13 payment of wages due to PLAINTIFF Johnson and the other members of the CALIFORNIA LABOR SUB-
14 CLASS.

15 66. DEFENDANTS' unlawful wage and hour practices manifested, without limitation, applicable
16 to the CALIFORNIA LABOR SUB-CLASS as a whole, as a result of implementing a policy and practice that
17 denies accurate compensation to PLAINTIFF Johnson and the other members of the CALIFORNIA LABOR
18 SUB-CLASS in regards to minimum wage pay.

19 67. In committing these violations of the California Labor Code, DEFENDANTS inaccurately
20 calculated the correct time worked and consequently underpaid the actual time worked by PLAINTIFF Johnson
21 and other members of the CALIFORNIA LABOR SUB-CLASS. DEFENDANTS acted in an illegal attempt
22 to avoid the payment of all earned wages, and other benefits in violation of the California Labor Code, the
23 Industrial Welfare Commission requirements and other applicable laws and regulations.

24 68. As a direct result of DEFENDANTS' unlawful wage practices as alleged herein, PLAINTIFF
25 Johnson and the other members of the CALIFORNIA LABOR SUB-CLASS did not receive the correct
26 minimum wage compensation for their time worked for DEFENDANTS.

27 69. During the CALIFORNIA LABOR SUB-CLASS PERIOD, DEFENDANTS required, permitted
28 or suffered PLAINTIFF Johnson and CALIFORNIA LABOR SUB-CLASS Members to work without paying

1 them for all the time they were under DEFENDANTS' control. During the CALIFORNIA LABOR SUB-
2 CLASS PERIOD, PLAINTIFF Johnson and the other members of the CALIFORNIA LABOR SUB-CLASS
3 were paid less for time worked that they were entitled to, constituting a failure to pay all earned wages.

4 70. By virtue of DEFENDANTS' unlawful failure to accurately pay all earned compensation to
5 PLAINTIFF Johnson and the other members of the CALIFORNIA LABOR SUB-CLASS for the true time they
6 worked, PLAINTIFF Johnson and the other members of the CALIFORNIA LABOR SUB-CLASS have suffered
7 and will continue to suffer an economic injury in amounts which are presently unknown to them and which will
8 be ascertained according to proof at trial.

9 71. DEFENDANTS knew or should have known that PLAINTIFF Johnson and the other members
10 of the CALIFORNIA LABOR SUB-CLASS were under compensated for their time worked. DEFENDANTS
11 elected, either through intentional malfeasance or gross nonfeasance, to not pay employees for their labor as a
12 matter of company policy, practice and procedure, and DEFENDANTS perpetrated this scheme by refusing to
13 pay PLAINTIFF Johnson and the other members of the CALIFORNIA LABOR SUB-CLASS the correct
14 minimum wages for their time worked.

15 72. In performing the acts and practices herein alleged in violation of California labor laws, and
16 refusing to compensate the members of the CALIFORNIA LABOR SUB-CLASS for all time worked and
17 provide them with the requisite compensation, DEFENDANTS acted and continues to act intentionally,
18 oppressively, and maliciously toward PLAINTIFF Johnson and the other members of the CALIFORNIA
19 LABOR SUB-CLASS with a conscious and utter disregard for their legal rights, or the consequences to them,
20 and with the despicable intent of depriving them of their property and legal rights, and otherwise causing them
21 injury in order to increase company profits at the expense of these employees.

22 73. PLAINTIFF Johnson and the other members of the CALIFORNIA LABOR SUB-CLASS
23 therefore request recovery of all unpaid wages, according to proof, interest, statutory costs, as well as the
24 assessment of any statutory penalties against DEFENDANTS, in a sum as provided by the California Labor
25 Code and/or other applicable statutes. To the extent minimum wage compensation is determined to be owed
26 to the CALIFORNIA LABOR SUB-CLASS Members who have terminated their employment, DEFENDANTS'
27 conduct also violates Labor Code §§ 201 and/or 202, and therefore these individuals are also be entitled to
28 waiting time penalties under Cal. Lab. Code § 203, which penalties are sought herein on behalf of these

1 CALIFORNIA LABOR SUB-CLASS Members. DEFENDANTS' conduct as alleged herein was willful,
2 intentional and not in good faith. Further, PLAINTIFF Johnson and other CALIFORNIA LABOR SUB-CLASS
3 Members are entitled to seek and recover statutory costs.

4
5 **THIRD CAUSE OF ACTION**

6 **For Failure To Pay Overtime Compensation**

7 **[Cal. Lab. Code § 510]**

8 **(By PLAINTIFF Johnson and the CALIFORNIA LABOR SUB-CLASS and Against All Defendants)**

9 74. PLAINTIFF Johnson, and the other members of the CALIFORNIA LABOR SUB-CLASS,
10 reallege and incorporate by this reference, as though full set forth herein, the prior paragraphs of this Complaint.

11
12 75. PLAINTIFF Johnson and the other members of the CALIFORNIA LABOR SUB-CLASS bring
13 a claim for DEFENDANTS' willful and intentional violations of the California Labor Code and the Industrial
14 Welfare Commission requirements for DEFENDANTS' failure to pay these employees for all overtime worked,
15 including, work performed in excess of eight (8) hours in a workday, and/or twelve (12) hours in a workday,
16 and/or forty (40) hours in any workweek.

17 76. Cal. Lab. Code § 510 further provides that employees in California shall not be employed more
18 than eight (8) hours per workday and more than forty (40) hours per workweek unless they receive additional
19 compensation beyond their regular wages in amounts specified by law.

20 77. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid wages, including
21 minimum wage and overtime compensation and interest thereon, together with the costs of suit. Cal. Lab. Code
22 § 1198 further states that the employment of an employee for longer hours than those fixed by the Industrial
23 Welfare Commission is unlawful.

24 78. During the CALIFORNIA LABOR SUB-CLASS PERIOD, PLAINTIFF Johnson and
25 CALIFORNIA LABOR SUB-CLASS Members were required, permitted or suffered by DEFENDANTS to
26 work for DEFENDANTS and were not paid for all the time they worked, including overtime work.

27 79. DEFENDANTS' unlawful wage and hour practices manifested, without limitation, applicable
28 to the CALIFORNIA LABOR SUB-CLASS as a whole, as a result of implementing a policy and practice that

1 failed to accurately record overtime worked by PLAINTIFF Johnson and other CALIFORNIA LABOR SUB-
2 CLASS Members and denied accurate compensation to PLAINTIFF Johnson and the other members of the
3 CALIFORNIA LABOR SUB-CLASS for overtime worked, including, the overtime work performed in excess
4 of eight (8) hours in a workday, and/or twelve (12) hours in a workday, and/or forty (40) hours in any workweek.

5 80. In committing these violations of the California Labor Code, DEFENDANTS inaccurately
6 recorded overtime worked and consequently underpaid the overtime worked by PLAINTIFF Johnson and other
7 CALIFORNIA LABOR-SUB CLASS Members. DEFENDANTS acted in an illegal attempt to avoid the
8 payment of all earned wages, and other benefits in violation of the California Labor Code, the Industrial Welfare
9 Commission requirements and other applicable laws and regulations. As a direct result of DEFENDANTS'
10 unlawful wage practices as alleged herein, the PLAINTIFF Johnson and the other members of the
11 CALIFORNIA LABOR SUB-CLASS did not receive full compensation for overtime worked.

12 81. Cal. Lab. Code § 515 sets out various categories of employees who are exempt
13 from the overtime requirements of the law. None of these exemptions are applicable to the PLAINTIFF Johnson
14 and the other members of the CALIFORNIA LABOR SUB-CLASS. Further, PLAINTIFF Johnson and the
15 other members of the CALIFORNIA LABOR SUB-CLASS were not subject to a valid collective bargaining
16 agreement that would preclude the causes of action contained herein this Complaint. Rather, PLAINTIFF
17 Johnson brings this Action on behalf of herself and the CALIFORNIA LABOR SUB-CLASS based on
18 DEFENDANTS' violations of non-negotiable, non-waiveable rights provided by the State of California.

19 82. During the CALIFORNIA LABOR SUB-CLASS PERIOD, PLAINTIFF Johnson and the other
20 members of the CALIFORNIA LABOR SUB-CLASS have been paid less for overtime worked that they are
21 entitled to, constituting a failure to pay all earned wages.

22 83. DEFENDANTS failed to accurately pay the PLAINTIFF Johnson and the other members of
23 the CALIFORNIA LABOR SUB-CLASS overtime wages for the time they worked which was in excess of the
24 maximum hours permissible by law as required by Cal. Lab. Code §§ 510, 1194 & 1198, even though
25 PLAINTIFF Johnson and the other members of the CALIFORNIA LABOR SUB-CLASS were required to work,
26 and did in fact work, overtime as to which DEFENDANTS failed to accurately record and pay as evidenced by
27 DEFENDANTS' business records and witnessed by employees.

1 84. By virtue of DEFENDANTS' unlawful failure to accurately pay all earned compensation to
2 PLAINTIFF Johnson and the other members of the CALIFORNIA LABOR SUB-CLASS for the true amount
3 of time they worked, PLAINTIFF Johnson and the other members of the CALIFORNIA LABOR SUB-CLASS
4 have suffered and will continue to suffer an economic injury in amounts which are presently unknown to them
5 and which will be ascertained according to proof at trial.

6 85. DEFENDANTS knew or should have known that PLAINTIFF Johnson and the other members
7 of the CALIFORNIA LABOR SUB-CLASS were under compensated for all overtime worked. DEFENDANTS
8 elected, either through intentional malfeasance or gross nonfeasance, to not pay employees for their labor as a
9 matter of company policy, practice and procedure, and DEFENDANTS perpetrated this scheme by refusing to
10 pay PLAINTIFF Johnson and the other members of the CALIFORNIA LABOR SUB-CLASS for overtime
11 worked.

12 86. In performing the acts and practices herein alleged in violation of California labor laws, and
13 refusing to compensate the members of the CALIFORNIA LABOR SUB-CLASS for all overtime worked and
14 provide them with the requisite overtime compensation, DEFENDANTS acted and continues to act
15 intentionally, oppressively, and maliciously toward PLAINTIFF Johnson and the other members of the
16 CALIFORNIA LABOR SUB-CLASS with a conscious of and utter disregard for their legal rights, or the
17 consequences to them, and with the despicable intent of depriving them of their property and legal rights, and
18 otherwise causing them injury in order to increase company profits at the expense of these employees.

19 87. PLAINTIFF Johnson and the other members of the CALIFORNIA LABOR SUB-CLASS
20 therefore request recovery of all overtime wages, according to proof, interest, statutory costs, as well as the
21 assessment of any statutory penalties against DEFENDANTS, in a sum as provided by the California Labor
22 Code and/or other applicable statutes. To the extent minimum and/or overtime compensation is determined to
23 be owed to the CALIFORNIA LABOR SUB-CLASS Members who have terminated their employment,
24 DEFENDANTS' conduct also violates Labor Code §§ 201 and/or 202, and therefore these individuals are also
25 be entitled to waiting time penalties under Cal. Lab. Code § 203, which penalties are sought herein on behalf
26 of these CALIFORNIA LABOR SUB-CLASS Members. DEFENDANTS' conduct as alleged herein was
27 willful, intentional and not in good faith. Further, PLAINTIFF Johnson and other CALIFORNIA LABOR SUB-
28 CLASS Members are entitled to seek and recover statutory costs.

1
2 **FOURTH CAUSE OF ACTION**

3 **For Failure to Provide Required Meal Periods**

4 **[Cal. Lab. Code §§ 226.7 & 512]**

5 **(By PLAINTIFF Johnson and the CALIFORNIA LABOR SUB-CLASS and Against All Defendants)**

6 88. PLAINTIFF Johnson, and the other members of the CALIFORNIA LABOR SUB-CLASS,
7 reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
8 Complaint.

9 89. During the CALIFORNIA CLASS PERIOD, DEFENDANTS from time to time failed to
10 provide all the legally required off-duty meal breaks to PLAINTIFF Johnson and the other CALIFORNIA
11 LABOR SUB-CLASS Members as required by the applicable Wage Order and Labor Code. The nature of the
12 work performed by PLAINTIFF Johnson and CALIFORNIA LABOR SUB-CLASS MEMBERS did not prevent
13 these employees from being relieved of all of their duties for the legally required off-duty meal periods. As a
14 result of their rigorous work schedules, PLAINTIFF Johnson and other CALIFORNIA LABOR SUB-CLASS
15 Members were from time to time not fully relieved of duty by DEFENDANTS for their meal periods.
16 Additionally, DEFENDANTS' failure to provide PLAINTIFF Johnson and the CALIFORNIA LABOR SUB-
17 CLASS Members with legally required meal breaks prior to their fifth (5th) hour of work is evidenced by
18 DEFENDANTS' business records from time to time. Further, DEFENDANTS failed to provide PLAINTIFF
19 Johnson and CALIFORNIA CLASS Members with a second off-duty meal period in some workdays in which
20 these employees were required by DEFENDANTS to work ten (10) hours of work from time to time. As a
21 result, PLAINTIFF Johnson and other members of the CALIFORNIA LABOR SUB-CLASS therefore forfeited
22 meal breaks without additional compensation and in accordance with DEFENDANTS' strict corporate policy
23 and practice.

24 90. DEFENDANTS further violate California Labor Code §§ 226.7 and the applicable IWC Wage
25 Order by failing to compensate PLAINTIFF Johnson and CALIFORNIA LABOR SUB-CLASS Members who
26 were not provided a meal period, in accordance with the applicable Wage Order, one additional hour of
27 compensation at each employee's regular rate of pay for each workday that a meal period was not provided.
28

91. As a proximate result of the aforementioned violations, PLAINTIFF Johnson and CALIFORNIA LABOR SUB-CLASS Members have been damaged in an amount according to proof at trial, and seek all wages earned and due, interest, penalties, expenses and costs of suit.

FIFTH CAUSE OF ACTION

For Failure to Provide Required Rest Periods

[Cal. Lab. Code §§ 226.7 & 512]

(By PLAINTIFF Johnson and the CALIFORNIA LABOR SUB-CLASS and Against All Defendants)

92. PLAINTIFF Johnson, and the other members of the CALIFORNIA LABOR SUB-CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

93. PLAINTIFF Johnson and other CALIFORNIA LABOR SUB-CLASS Members were from time to time required to work in excess of four (4) hours without being provided ten (10) minute rest periods. Further, these employees from time to time were denied their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours, a first and second rest period of at least ten (10) minutes for some shifts worked of between six (6) and eight (8) hours, and a first, second and third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more from time to time. PLAINTIFF Johnson and other CALIFORNIA LABOR SUB-CLASS Members were also not provided with one hour wages in lieu thereof. As a result of their rigorous work schedules, PLAINTIFF Johnson and other CALIFORNIA LABOR SUB-CLASS Members were periodically denied their proper rest periods by DEFENDANTS and DEFENDANTS' managers.

94. DEFENDANTS further violated California Labor Code §§ 226.7 and the applicable IWC Wage Order by failing to compensate PLAINTIFF Johnson and CALIFORNIA LABOR SUB-CLASS Members who were not provided a rest period, in accordance with the applicable Wage Order, one additional hour of compensation at each employee's regular rate of pay for each workday that rest period was not provided.

95. As a proximate result of the aforementioned violations, PLAINTIFF Johnson and CALIFORNIA LABOR SUB-CLASS Members have been damaged in an amount according to proof at trial, and seek all wages earned and due, interest, penalties, expenses and costs of suit.

SIXTH CAUSE OF ACTION

1 **For Failure to Provide Accurate Itemized Statements**

2 **[Cal. Lab. Code § 226]**

3 **(By PLAINTIFF Johnson and the CALIFORNIA LABOR SUB-CLASS and Against All Defendants)**

4 96. PLAINTIFF Johnson, and the other members of the CALIFORNIA LABOR SUB-CLASS,
5 reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
6 Complaint.

7 97. Cal. Labor Code § 226 provides that an employer must furnish employees with
8 an “accurate itemized” statement in writing showing:

- 9 (1) gross wages earned,
10 (2) total hours worked by the employee, except for any employee whose compensation is solely
11 based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515
12 or any applicable order of the Industrial Welfare Commission,
13 (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a
14 piece-rate basis,
15 (4) all deductions, provided that all deductions made on written orders of the employee may be
16 aggregated and shown as one item,
17 (5) net wages earned,
18 (6) the inclusive dates of the period for which the employee is paid,
19 (7) the name of the employee and his or her social security number, except that by January 1, 2008,
20 only the last four digits of his or her social security number or an employee identification number
21 other than a social security number may be shown on the itemized statement,
22 (8) the name and address of the legal entity that is the employer, and
23 (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours
24 worked at each hourly rate by the employee.

25 98. From time to time, DEFENDANTS also failed to provide PLAINTIFF Johnson and the other
26 members of the CALIFORNIA LABOR SUB-CLASS with complete and accurate wage statements which failed
27 to show, among other things, the correct gross and net wages earned. Cal. Lab. Code § 226 provides that every
28 employer shall furnish each of his or her employees with an accurate itemized wage statement in writing
showing, among other things, gross wages earned and all applicable hourly rates in effect during the pay period
and the corresponding amount of time worked at each hourly rate. PLAINTIFF Johnson and CALIFORNIA
LABOR SUB-CLASS Members were paid on an hourly basis. As such, the wage statements should reflect all
applicable hourly rates during the pay period and the total hours worked, and the applicable pay period in which
the wages were earned pursuant to California Labor Code Section 226(a). The wage statements DEFENDANTS
provided to PLAINTIFF Johnson and other CALIFORNIA LABOR SUB-CLASS Members failed to identify
such information. More specifically, the wage statements failed to identify the accurate total hours worked each

1 pay period. When the hours shown on the wage statements were added up, they did not equal the actual total
2 hours worked during the pay period in violation of Cal. Lab. Code 226(a)(2). Aside, from the violations listed
3 above in this paragraph, DEFENDANTS failed to issue to PLAINTIFF Johnson an itemized wage statement that
4 lists all the requirements under California Labor Code 226. As a result, DEFENDANTS from time to time
5 provided PLAINTIFF Johnson and the other members of the CALIFORNIA LABOR SUB-CLASS with wage
6 statements which violated Cal. Lab. Code § 226.

7 99. DEFENDANTS knowingly and intentionally failed to comply with Cal. Lab. Code § 226,
8 causing injury and damages to PLAINTIFF Johnson and the other members of the CALIFORNIA LABOR SUB-
9 CLASS. These damages include, but are not limited to, costs expended calculating the correct wages for all
10 missed meal and rest breaks and the amount of employment taxes which were not properly paid to state and
11 federal tax authorities. These damages are difficult to estimate. Therefore, PLAINTIFF Johnson and the other
12 members of the CALIFORNIA LABOR SUB-CLASS may elect to recover liquidated damages of fifty dollars
13 (\$50.00) for the initial pay period in which the violation occurred, and one hundred dollars (\$100.00) for each
14 violation in a subsequent pay period pursuant to Cal. Lab. Code § 226, in an amount according to proof at the
15 time of trial (but in no event more than four thousand dollars (\$4,000.00) for PLAINTIFF Johnson and each
16 respective member of the CALIFORNIA LABOR SUB-CLASS herein).

17 **SEVENTH CAUSE OF ACTION**

18 **For Failure to Reimburse Employees for Required Expenses**

19 **[Cal. Lab. Code § 2802]**

20 **(By PLAINTIFF Johnson and the CALIFORNIA LABOR SUB-CLASS and Against All Defendants)**

21 100. PLAINTIFF Johnson and the other CALIFORNIA LABOR SUB-CLASS members reallege and
22 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

23
24 101. Cal. Lab. Code § 2802 provides, in relevant part, that:

25 An employer shall indemnify his or her employee for all necessary expenditures or losses
26 incurred by the employee in direct consequence of the discharge of his or her duties, or of
27 his or her obedience to the directions of the employer, even though unlawful, unless the
28 employee, at the time of obeying the directions, believed them to be unlawful.

102. At all relevant times herein, DEFENDANTS violated Cal. Lab. Code § 2802, by failing to
indemnify and reimburse PLAINTIFF Johnson and the CALIFORNIA LABOR SUB-CLASS members for

1 required expenses incurred in the discharge of their job duties for DEFENDANTS' benefit. DEFENDANTS
2 failed to reimburse PLAINTIFF Johnson and the CALIFORNIA LABOR SUB-CLASS members for expenses
3 which included, but were not limited to, costs related to using their personal cellular phones on behalf of and
4 for the benefit of DEFENDANTS. Specifically, PLAINTIFF Johnson and other CALIFORNIA LABOR SUB-
5 CLASS Members were required by DEFENDANTS to use their personal cellular phones and home offices in
6 order to perform work related job tasks. DEFENDANTS' policy and practice was to not reimburse PLAINTIFF
7 Johnson and the CALIFORNIA LABOR SUB-CLASS members for expenses resulting from using their personal
8 cellular phones and home offices for DEFENDANTS within the course and scope of their employment for
9 DEFENDANTS. These expenses were necessary to complete their principal job duties. DEFENDANTS are
10 stopped by DEFENDANTS' conduct to assert any waiver of this expectation. Although these expenses were
11 necessary expenses incurred by PLAINTIFF Johnson and the CALIFORNIA LABOR SUB-CLASS members,
12 DEFENDANTS failed to indemnify and reimburse PLAINTIFF Johnson and the CALIFORNIA LABOR SUB-
13 CLASS members for these expenses as an employer is required to do under the laws and regulations of
14 California.

15 103. PLAINTIFF Johnson therefore demands reimbursement for expenditures or losses incurred by
16 herself and the CALIFORNIA LABOR SUB-CLASS members in the discharge of their job duties for
17 DEFENDANTS, or their obedience to the directions of DEFENDANTS, with interest at the statutory rate and
18 costs under Cal. Lab. Code § 2802.

19
20 **EIGHTH CAUSE OF ACTION**

21 **For Failure to Pay Wages When Due**

22 **[Cal. Lab. Code §§ 201, 202, 203]**

23 **(By PLAINTIFF Johnson, and the CALIFORNIA LABOR SUB-CLASS**

24 **and Against All Defendants)**

25 104. PLAINTIFF Johnson, and the other members of the CALIFORNIA LABOR SUB-CLASS,
26 reallege and incorporate by reference, as though fully set forth herein, the prior paragraphs of this Complaint.

27 105. Cal. Lab. Code § 200 provides, in relevant part, that:

28 As used in this article:

(a) "Wages" includes all amounts for labor performed by employees of every
description, whether the amount is fixed or ascertained by the standard of time, task,

1 piece, Commission basis, or other method of calculation.

2 (b) "Labor" includes labor, work, or service whether rendered or performed under
3 contract, subcontract, partnership, station plan, or other agreement if the labor to be
4 paid for is performed personally by the person demanding payment.

5 106. Cal. Lab. Code § 201 provides, in relevant part, "that If an employer discharges an employee,
6 the wages earned and unpaid at the time of discharge are due and payable immediately."

7 107. Cal. Lab. Code § 202 provides, in relevant part, that:

8 If an employee not having a written contract for a definite period quits his or her
9 employment, his or her wages shall become due and payable not later than 72 hours
10 thereafter, unless the employee has given 72 hours previous notice of his or her
11 intention to quit, in which case the employee is entitled to his or her wages at the time
12 of quitting. Notwithstanding any other provision of law, an employee who quits
13 without providing a 72-hour notice shall be entitled to receive payment by mail if he or
14 she so requests and designates a mailing address. The date of the mailing shall
15 constitute the date of payment for purposes of the requirement to provide payment
16 within 72 hours of the notice of quitting.

17 108. There was no definite term in PLAINTIFF Johnson's or any CALIFORNIA LABOR SUB-
18 CLASS Members' employment contract.

19 109. Cal. Lab. Code § 203 provides, in relevant part, that:

20 If an employer willfully fails to pay, without abatement or reduction, in accordance
21 with Sections 201, 201.5, 202, and 205.5, any wages of an employee who is discharged
22 or who quits, the wages of the employee shall continue as a penalty from the due date
23 thereof at the same rate until paid or until an action therefor is commenced; but the
24 wages shall not continue for more than 30 days.

25 110. The employment of PLAINTIFF Johnson, and many CALIFORNIA LABOR SUB-CLASS
26 Members has terminated and DEFENDANTS have not tendered payment of all wages owed as required by law.
27 Additionally, at all times during the term of PLAINTIFF Johnson's employment with DEFENDANTS,
28 PLAINTIFF Johnson, and CALIFORNIA LABOR SUB-CLASS Members earned and accrued vested vacation
and holiday time on the date of their termination pursuant to DEFENDANTS' uniform vacation policies and
applicable California law. The amount of vacation pay PLAINTIFF Johnson, and the other CALIFORNIA
LABOR SUB-CLASS Members earned and accumulated is evidenced by DEFENDANTS' business records.
Additionally, DEFENDANTS also underpaid accrued vested vacation wages to PLAINTIFF Johnson, and other
CALIFORNIA LABOR SUB-CLASS MEMBERS by failing to pay such wages at the regular rate of pay and
more specifically the final rate of pay that included all non-discretionary incentive compensation. Rather than
pay vacation wages at the regular rate of pay, DEFENDANTS underpaid vacation wages to PLAINTIFF

1 Johnson and other CALIFORNIA LABOR SUB-CLASS Members at their base rates of pay, instead of including
2 all of PLAINTIFF Johnson's, and CALIFORNIA LABOR SUB-CLASS Members' non-discretionary incentive
3 compensation into the vacation wage payment calculations. DEFENDANTS failed to specify in
4 DEFENDANTS' written vacation policy the rate at which PLAINTIFF Johnson, and other CALIFORNIA
5 LABOR CLASS Members would be paid vacation upon leaving employment with DEFENDANTS. As a result
6 of DEFENDANTS' unlawful practice, policy and procedure to deny paying PLAINTIFF Johnson, and the other
7 members of the CALIFORNIA LABOR SUB-CLASS all of their vested vacation and holiday time,
8 DEFENDANTS failed to pay PLAINTIFF Johnson, and the members of the CALIFORNIA LABOR
9 SUB-CLASS all vested vacation time as wages due upon employment termination, in violation of the California
10 Labor Code, Sections 201, 202, 203 and 227.3. Similarly, DEFENDANTS underpaid waiting time penalties to
11 PLAINTIFF Johnson, and other CALIFORNIA LABOR SUB-CLASS Members at their base rates of pay,
12 instead of including all of PLAINTIFF Johnson's, and the CALIFORNIA LABOR SUB-CLASS Members'
13 non-discretionary compensation into the waiting time penalty calculations. This failure by DEFENDANTS are
14 believed to be the result of DEFENDANTS' unlawful, unfair and deceptive refusal to provide compensation
15 for earned, accrued and vested vacation and holiday time, as well as the corresponding waiting time penalties
16 that were paid. DEFENDANTS perpetrated this unlawful, unfair and deceptive practice to the detriment of
17 PLAINTIFF Johnson, and the members of the CALIFORNIA LABOR SUB-CLASS. DEFENDANTS' uniform
18 practice and policy of failing to pay the LABOR SUB-CLASS Members for all vested vacation and holiday time
19 accumulated at employment termination violated and continues to violate Section 227.3 of the California Labor
20 Code.

21 111. Therefore, as provided by Cal Lab. Code § 203, on behalf of PLAINTIFF Johnson and members
22 of the CALIFORNIA LABOR SUB-CLASS whose employment has terminated and who have not been fully
23 paid their wages due to them, PLAINTIFF Johnson demands thirty days of pay as penalty for not paying all
24 wages due at time of termination for all employees who terminated employment during the CALIFORNIA
25 LABOR SUB-CLASS PERIOD and demand an accounting and payment of all wages due, plus interest and
26 statutory costs as allowed by law.

27
28 **NINTH CAUSE OF ACTION**

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1 115. Cal. Lab. Code § 246 specifically requires that, upon use of accrued sick leave, vested sick pay
2 wages are due and to be paid no later than the payday for the next regular payroll period after accrued sick leave
3 is used as paid sick time. Similarly, Cal. Lab. Code § 201 provides that if an employer discharges an employee,
4 wages earned and unpaid at the time of discharge are due and payable immediately. Cal. Lab. Code § 202
5 provides that an employee is entitled to receive all unpaid wages no later than 72 hours after an employee quits
6 his or her employment, unless the employee has given 72-hour notice of his or her intention to quit, in which
7 case the employee is entitled to his or her wages at the time of quitting. The Labor Code penalizes untimely
8 payments. For example, Cal. Lab. Code § 203 provides that if an employer willfully fails to pay wages owed
9 in accordance with Cal. Lab. Code §§ 201-202, then the wages of the employee shall continue as a penalty from
10 the due date, and at the same rate until paid, but the wages shall not continue for more than thirty (30) days.
11 Under Cal. Lab. Code §§ 203 and 218, employees may sue to recover applicable penalties.

12 116. As alleged herein and as a matter of policy and practice, DEFENDANTS routinely underpays
13 sick pay wages and thus did not timely pay PLAINTIFF Johnson and the other members of the CALIFORNIA
14 LABOR-SUB-CLASS all owing and underpaid sick pay wages. As a result, DEFENDANTS violates Cal. Lab.
15 Code §§ 201-203, 233, and 246, among other Labor Code provisions. PLAINTIFF Johnson is informed and
16 believe that DEFENDANTS were advised by skilled lawyers and knew, or should have known, of the mandates
17 of the Labor Code as it relates to PLAINTIFF Johnson's allegations, especially since the California Supreme
18 Court has explained that "[c]ourts have recognized that 'wages' also include those benefits to which an
19 employee is entitled as a part of his or her compensation, including money, room, board, clothing, vacation pay,
20 and sick pay." *Murphy v. Kenneth Cole Prods., Inc.*, 40 Cal. 4th 1094, 1103 (2007)(emphasis added). Because
21 DEFENDANTS willfully fails to timely pay PLAINTIFF Johnson and the other members of the CALIFORNIA
22 LABOR-SUB-CLASS all sick pay wages due, DEFENDANTS are subject to applicable penalties.

23 117. Such a pattern, practice, and uniform administration of corporate policy is
24 unlawful and entitles PLAINTIFF Johnson and the other members of the CALIFORNIA LABOR-SUB-CLASS
25 to underpaid sick pay wages, including interest thereon, applicable penalties, attorney's fees, and costs of suit.
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1 **TENTH CAUSE OF ACTION**

2 **For Violation of the Private Attorneys General Act**

3 **[Cal. Lab. Code §§ 2699, *et seq.*]**

4 **(By PLAINTIFFS and Against All Defendants)**

5 118. PLAINTIFF Johnson and PLAINTIFF Martinez (collectively referred to as "PLAINTIFFS")
6 reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
7 Complaint.

8 119. PAGA is a mechanism by which the State of California itself can enforce state
9 labor laws through the employee suing under the PAGA who do so as the proxy or agent of the state's labor law
10 enforcement agencies. An action to recover civil penalties under PAGA is fundamentally a law enforcement
11 action designed to protect the public and not to benefit private parties. The purpose of the PAGA is not to
12 recover damages or restitution, but to create a means of "deputizing" citizens as private attorneys general to
13 enforce the Labor Code. In enacting PAGA, the California Legislature specified that "it was ... in the public
14 interest to allow aggrieved employees, acting as private attorneys general to recover civil penalties for Labor
15 Code violations ..." Stats. 2003, ch. 906, § 1. Accordingly, PAGA claims cannot be subject to arbitration.

16 120. PLAINTIFFS, and such persons that may be added from time to time who satisfy
17 the requirements and exhaust the administrative procedures under the Private Attorney General Act, bring this
18 Representative Action on behalf of the State of California with respect to themselves and all individuals who
19 are or previously were allegedly employed by DEFENDANTS who were classified as non-exempt in the State
20 of California and who worked for SF AMC, LP only ("AGGRIEVED EMPLOYEES") from March 26, 2024
21 to the date the Court grants Approval of the PAGA settlement or an earlier date based on Defendants' election
22 as described in Paragraph 12 (the "PAGA PERIOD").

23 121. On March 26, 2025, PLAINTIFF Johnson gave written notice by electronic mail
24 to the Labor and Workforce Development Agency (the "Agency") and by certified mail to the employer of the
25 specific provisions of this code alleged to have been violated as required by Labor Code § 2699.3. *See Exhibit*
26 *#1*, attached hereto and incorporated by this reference herein (*PAGA Notice only without draft complaint*). The
27 statutory waiting period for PLAINTIFFS to add these allegations to the Complaint has expired. As a result,
28 pursuant to Section 2699.3, PLAINTIFFS may pursue a representative civil action under PAGA pursuant to

1 Section 2699 as the proxy of the State of California with respect to all AGGRIEVED EMPLOYEES as herein
2 defined.

3 122. The policies, acts and practices heretofore described were and are an unlawful
4 business act or practice because DEFENDANTS (a) failed to provide PLAINTIFFS and the AGGRIEVED
5 EMPLOYEES accurate itemized wage statements, (b) failed to properly record and provide legally required
6 meal and rest periods, (c) failed to pay minimum wages, (d) failed to pay overtime wages and sick pay wages,
7 (e) failed to reimburse employees for required expenses, (f) failed to provide wages when due, (g) failed to
8 provide suitable seating, and (h) failed to provide gratuities, all in violation of the applicable Labor Code
9 sections listed in Labor Code §§ 201, 202, 203, 204, 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512,
10 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2100, 2802, California Code of Regulations, Title 8, Section 11040,
11 Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 11070(14) (Failure to Provide Seating),
12 and the applicable Wage Order(s), and thereby gives rise to civil penalties as a result of such conduct.¹
13 PLAINTIFFS hereby seek recovery of civil penalties as prescribed by the Labor Code Private Attorney General
14 Act of 2004 as the representatives of the State of California for the illegal conduct perpetrated on PLAINTIFFS
15 and the AGGRIEVED EMPLOYEES.

16 123. All of the conduct and violations alleged herein occurred during the PAGA
17 PERIOD. To the extent that any of the conduct and violations alleged herein did not affect PLAINTIFFS during
18 the PAGA PERIOD, PLAINTIFFS seeks penalties for those violations that affected the AGGRIEVED
19 EMPLOYEES pursuant to *Carrington v. Starbucks Corp.* 2018 AJDAR 12157 (Certified for Publication
20 12/19/18).

21 **PRAYER FOR RELIEF**

22 WHEREFORE, PLAINTIFF Johnson pray for judgment against each Defendant, jointly and severally,
23 as follows:

24 1. On behalf of the CALIFORNIA CLASS:

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26
27
28 ¹ Plaintiffs specifically exclude and/or do not allege any claims under California Labor Code §558(a)(3).

- 1 A) That the Court certify the First Cause of Action asserted by the CALIFORNIA CLASS as a
2 class action pursuant to Cal. Code of Civ. Proc. § 382;
- 3 B) An order temporarily, preliminarily and permanently enjoining and restraining DEFENDANT
4 from engaging in similar unlawful conduct as set forth herein;
- 5 C) An order requiring DEFENDANT to pay all wages and all sums unlawfully withheld from
6 compensation due to PLAINTIFF Johnson and the other members of the CALIFORNIA
7 CLASS; and,
- 8 D) Restitutionary disgorgement of DEFENDANT's ill-gotten gains into a fluid fund for restitution
9 of the sums incidental to DEFENDANT's violations due to PLAINTIFF Johnson and to the
10 other members of the CALIFORNIA CLASS.

11 2. On behalf of the CALIFORNIA LABOR SUB-CLASS:

- 12 A) That the Court certify the Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, and Ninth
13 Causes of Action asserted by the CALIFORNIA LABOR SUB-CLASS as a class action
14 pursuant to Cal. Code of Civ. Proc. § 382;
- 15 B) Compensatory damages, according to proof at trial, including compensatory damages for
16 minimum and overtime compensation due PLAINTIFF Johnson and the other members of the
17 CALIFORNIA LABOR SUB-CLASS, during the applicable CALIFORNIA LABOR SUB-
18 CLASS PERIOD plus interest thereon at the statutory rate;
- 19 C) The greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a
20 violation occurs and one hundred dollars (\$100) per each member of the CALIFORNIA
21 LABOR SUB-CLASS for each violation in a subsequent pay period, not exceeding an
22 aggregate penalty of four thousand dollars (\$4,000), and an award of costs for violation of Cal.
23 Lab. Code § 226;
- 24 D) Meal and rest period compensation pursuant to Cal. Lab. Code §§ 226.7, 512 and the applicable
25 IWC Wage Order;
- 26 E) For liquidated damages pursuant to California Labor Code Sections 1194.2 and 1197;
- 27
28

1 F) The amount of the expenses PLAINTIFF Johnson and each member of the CALIFORNIA
2 LABOR SUBCLASS incurred in the course of their job duties, plus interest, and costs of suit.;
3 and,

4 G) The wages of all terminated employees in the CALIFORNIA LABOR SUB-CLASS as a
5 penalty from the due date thereof at the same rate until paid or until an action therefore is
6 commenced, in accordance with Cal. Lab. Code § 203.

7 3. On behalf of the State of California and with respect to all AGGRIEVED EMPLOYEES:

8 A) Recovery of civil penalties as prescribed by the Labor Code Private Attorneys General Act of
9 2004.

10 4. On all claims:

11 A) An award of interest, including prejudgment interest at the legal rate;

12 B) Such other and further relief as the Court deems just and equitable; and,

13 C) An award of penalties, attorneys' fees and cost of suit, as allowable under the law, including,
14 but not limited to, pursuant to Labor Code §221, §226, §1194, and/or §2802.

15 Dated: July 21, 2026

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

17 By: /s/ Christine T. LeVu

18 Norman B. Blumenthal
19 Nicholas J. De Blouw
Christine T. LeVu

20 *Attorneys for Plaintiffs*

21
22 **DEMAND FOR A JURY TRIAL**

23 PLAINTIFFS demand a jury trial on issues triable to a jury.
24

25 Dated: July 21, 2026

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

27 By: /s/ Christine T. LeVu

28 Norman B. Blumenthal

Nicholas J. De Blouw
Christine T. LeVu

Attorneys for Plaintiffs

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EXHIBIT 1

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

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WRITERS EXT:

1004

March 26, 2025

CA3633

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

Curo Pet, LLC
Certified Mail #9589071052700057737567
GKL Corporate/Search, Inc.
1 Capitol Mall #660
Sacramento, CA 95814

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204, 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2100, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), and Violation of Applicable Industrial Welfare Commission Wage Order(s) brought Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

“Aggrieved Employees” refers to all individuals who are or previously were employed by Curo Pet, LLC in California, including any employees staffed with Curo Pet, LLC by a third party, and classified as non-exempt employees during the time period of March 26, 2024 until a date as determined by the Court. Our offices represent Plaintiff Alexis Johnson (“Plaintiff”) and other Aggrieved Employees in a lawsuit against Curo Pet, LLC (“Defendant”). Plaintiff was employed by Defendant in California from January 2024 to January 2025. Plaintiff was at all times classified by Defendant as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages and sick pay wages at the correct rate, for all of their missed meal and rest breaks at the correct regular rates, and for all of their time spent working off the clock. Specifically, Defendant understaffed Plaintiff’s work location at the San Francisco Animal Medical Center located at 2343 Fillmore Street, San Francisco, CA 94115, and as a result the meal period records show missed and late meal break violations as Plaintiff was required to perform emergency department animal medical tasks that included, but were not limited to, sedating the animals. This meant she was not allowed to leave the sedated animals alone and with no other employees to properly relieve her for her meal and rest breaks, there were numerous violations. The corresponding pay stubs for those pay periods show no meal break or rest break penalties being paid by Defendant. Further, on August 22, 2024, Plaintiff was not afforded the timely meal break by Defendant due to the reasons stated above. Attached as

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Exhibit #1 is a true and correct copy of Plaintiff's time records for that pay period. Further, Defendant failed to pay Plaintiff a meal break penalty for that meal break violation on the corresponding pay stub. Attached as **Exhibit #2** is a true and correct copy of the pay stub for the August 16, 2024-August 31, 2024 pay period. Even though Plaintiff complained to her direct managers, Nicole Ramirez, who held the job title of Client Service Manager, and Evan Hendrickson, Hospital Manager, about the meal and rest break violations, Defendant still failed to properly pay Plaintiff for these labor code violations. There were also times when Plaintiff clocked out for a meal period and continued to work during her meal break performing emergency medical tasks which resulted in unpaid minimum and overtime wages. Additionally, pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages, including the meal and rest break penalties described above. Plaintiff further contends that Defendant failed to provide accurate wage statements to her, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Defendant violated Cal. Lab. Code Section 226(a)(8) by failing to list the correct legal entity who employed Plaintiff as the pay stub lists the employer as "VH 10 VH LP" which is an entity that does not exist. Attached as **Exhibit#3** is a true and correct copy of a pay stub. Further, PLAINTIFF and the AGGRIEVED EMPLOYEES were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the proper regular and overtime wages earned. For the reasons stated above, the wage statements failed to list the correct regular and overtime wages earned during the applicable pay periods. Said conduct, in addition to the foregoing, as well as the conduct alleged in the incorporated Complaint, violates Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 11070(14) (Failure to Provide Seating), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

A true and correct copy of the Complaint by Plaintiff against Defendant, which (i) identifies the alleged violations, (ii) details the facts and theories which support the alleged violations, (iii) details the specific work performed by Plaintiff, (iii) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiff, and (iv) sets forth the illegal practices used by Defendant, is attached hereto. This information provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency's reference. Plaintiff therefore incorporates the allegations of the attached Complaint into this letter as if fully set forth herein. If the agency needs any further information, please do not hesitate to ask.

This notice is provided to enable Plaintiff to proceed with the Complaint against Defendant as authorized by California Labor Code section 2699, *et seq.* The lawsuit consists of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorney General Statute of 2004 on behalf of Plaintiff and all Aggrieved Employees.

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Your earliest response to this notice is appreciated. If you have any questions of concerns, please do not hesitate to contact me at the above number and address.

Respectfully,

/s/ Nicholas J. De Blouw

Nicholas J. De Blouw, Esq.