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April 24, 2025

Notice Via Online Submission

PAGA Administrator
California Labor and Workforce Development Agency

Via Certified Mail (Return Receipt Requested)

PetVet Care Centers (California), Inc.
c/o CT Corporation System
Agent for Service of Process
330 N. Brand Blvd., Suite 700
Glendale, CA 91203

PetVet Care Centers, LLC
c/o CT Corporation System
Agent for Service of Process
330 N. Brand Blvd., Suite 700
Glendale, CA 91203

Re: *PAGA Letter – Angelee Angeles v. PetVet Care Centers (California), Inc.; PetVet Care Centers, LLC*

Dear PAGA Administrator:

Please be advised that Bartz Law Group, APC and United Employees Law Group represent Angelee Angeles and all other similarly situated aggrieved employees (“Plaintiffs”) with respect to their employment in California with PetVet Care Centers (California), Inc. and PetVet Care Centers, LLC (“Employers”).

Employers have committed numerous violations of the California Labor Code, including, but not limited to, sections 201, 202, 203, 204, 226, 226.7, 510, 512, 1174, 1194, 1198, 1198.5, and 2802. The facts and theories to support the alleged violations are set forth herein.

Employers own and operate veterinary hospitals and clinics throughout California. Plaintiff Angeles was employed as a non-exempt employee for Employers between June 2022 and January 2025. Plaintiffs worked for Employers in California within the last year and were subject to the same wage and hour violations as Plaintiff Angeles.

A. Failure to Pay All Wages

Employers have regularly failed to pay Plaintiff Angeles and all other aggrieved employees all wages that they are owed, including overtime compensation, based upon Employers’ policy and practice of requiring Plaintiffs to work off-the-clock, and Employers coerce Plaintiffs to perform work before clocking in, and after clocking out for the day, without compensation. For example, and without limitation, Plaintiffs would need to prepare the location for opening prior to clocking in and attend to closing the location and performing administrative work duties after clocking out. Employer further fails to pay for all overtime hours, including 8 in a given day or 40 hours per

workweek. Employer further fails to pay Plaintiffs for all hours worked because Plaintiffs must work off-the-clock, and Employer's compensation system does not account for any time spent by Plaintiffs before and after their pre-designated shifts. Additionally, Employer fails to pay Plaintiffs for missed meal and rest periods at the Plaintiffs' regular rate, pursuant to *Ferra v. Loews Hollywood Hotel, LLC*, 11 Cal.5th 858 (2021). As such, Employers are in violation of Labor Code §§ 226.7, 510 and 1194.

Labor Code § 204(a) provides in pertinent part that “[a]ll wages, other than those mentioned in [Labor Code] Section 201, 201.3, 202, 204.1, or 204.2, earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month.” Pursuant to Labor Code § 204(b)(1), moreover, “all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.” Here, Employers did not pay Plaintiffs’ all wages owed in a timely manner, based on the allegations above, thereby violating Labor Code § 204.

B. Meal Breaks

Employers adopted, implemented and enforced uniform meal period policies that are not lawful under California law. Employers are required to provide a first meal period no later than the end of the 5th hour of work, and a second meal period no later than the end of the 10th hour of work. Because of Employers’ policies and procedures, understaffing, and other reasons, Plaintiffs’ meal periods often were late, missed, or short, because Plaintiffs were required to complete their jobs before taking their required meal period. Employers also adopted an invalid meal period waiver agreement, and therefore failed to comply with California’s meal period requirements. Moreover, Plaintiffs frequently have to work through their meal periods, and even when getting their meal period, Plaintiffs are often interrupted and/or otherwise meal periods are taken while Plaintiffs are still attending to their job duties, and as such, the meal periods are not duty-free. Employers also manipulated Plaintiffs’ meal period times to make it appear as if Plaintiffs took their meal periods timely, even though they had not.

Employers have also failed to pay Plaintiffs one hour of pay at their regular rate of pay for each workday that a compliant meal period was not provided. As such, Employers have violated Labor Code §§ 226.7 and 512.

C. Rest Breaks

Employers failed to adopt, implement, or enforce a rest break policy that complied with California law. Employers failed to authorize and permit Plaintiffs to take duty-free rest periods of 10 minutes for every four hours worked or major fraction thereof, by requiring Plaintiffs to regularly work through their rest periods to complete their duties. Moreover, Employers imposed obstacles to taking of rest periods, including restricting Plaintiffs from taking their rest periods because they were attending to their job duties, disciplining Plaintiffs when they left to take rest periods, and otherwise discouraging the taking of rest periods. Moreover, because of the massive workload and staffing issues, rest periods could not be taken timely or at all, and Employers restricted Plaintiffs from leaving the premises to take their rest periods. As a result of Employers’ lack of a rest break policy that complies with California law, Employers have violated Labor Code section 226.7.

Employers also failed to pay Plaintiffs one hour of pay at their regular rate of pay for each workday that a compliant rest period was not authorized or permitted. As such, Employers have

violated Labor Code §§ 226.7 and 512.

D. Wage Statement Violations

In conjunction with the above-referenced violations, Employers willfully failed to provide properly itemized wage statements to Plaintiffs pursuant to Labor Code section 226. Violations include, but are not limited to: an inaccurate showing of wages due and owing, failing to include gross wages earned as a result of not showing the correct meal and rest period premium payments on Plaintiffs' paystubs, failing to show all hourly rates in effect and the corresponding number of hours at each hourly rate, and failing to maintain accurate payroll and itemized wage statements. The failure to provide accurate itemized wage statements violates Labor Code § 226 and 1174.

E. Waiting Time Penalties

Employers willfully failed and refused to timely pay all compensation due and owing to Plaintiffs whose employment was terminated during the relevant time period, by failing to pay overtime, straight time and minimum wages for all hours worked, and failing to pay Plaintiffs for an extra hour at the regular rate of pay because Employers failed to provide compliant meal and rest periods. As such, Employers are liable for accrued wages due, and waiting time penalties owed, in accordance with Labor Code §§ 201, 202, and 203.

F. Failure to Reimburse Expenses

Employers also failed to reimburse Plaintiff Angeles and the Plaintiffs for all of their necessary and reasonable expenses incurred on behalf of Employers. For example and without limitation, Plaintiffs were required to use their personal cell phones for company business to perform their job duties, without reimbursement, in violation of Labor Code § 2802.

CONCLUSION

Pursuant to Labor Code Section 2699.3, the undersigned, on behalf of Plaintiff Angelee Angeles and other aggrieved employees, are providing written notice of the alleged Labor Code violations. Please advise the undersigned if the agency intends to investigate the alleged violations. If not, Plaintiffs intend to pursue their claims under PAGA in a representative action lawsuit. Please also consider this letter as providing notice on behalf of other similarly aggrieved employees working for Employers, that were subject to the same Labor Code violations described above.

Additionally, Employers must preserve any and all evidence relating to Plaintiff Ms. Angeles' employment. This letter constitutes notice and a demand to preserve evidence under *Cedars-Sinai Medical Center v. Superior Court* (1998) 18 Cal.4th 1, 12. In particular, please maintain all video and audio recordings of Plaintiff Angeles, all information in Plaintiff's files and in any computer system, including but not limited to hard files, computer or digital files, Outlook folders, direct messages, Teams, Zoom and/or Slack messages, archives, e-mails, office applications, calendars, faxes, tasks, project files, and any other files, drives, and information. Employers may have relevant evidence including e-mail and draft documents stored in electronic or digital form, which must be preserved.

Please note that litigants owe an "uncompromising duty to preserve" what they know or reasonably should know may be relevant evidence in a pending lawsuit. *Kronisch v. United States* (2nd Cir. 1998) 150 F.3d 112, 126-127, 130; *Mathias v. Jacobs* (Fed. Cir. 1996) 197 F.R.D. 29, 37; *Reeves v. MV Transportation, Inc.* (2010) 186 Cal.App.4th 666, 681. The duty to preserve exists when a party "is on notice that documents and information in its possession are relevant to litigation,

or potential litigation, or are reasonably calculated to lead to the discovery of admissible evidence.” *Kronisch, supra*, at 126-127; *Wm. T. Thompson Co. v. General Nutrition Corp., Inc.* (C.D. Cal. 1984) 593 F. Supp. 1443, 1455. This duty extends to documents that are “relevant in the action, [are] reasonably calculated to lead to the discovery of admissible evidence, [are] reasonably likely to be requested during discovery, and/or [are] the subject of a pending discovery request.” *Wm. T. Thompson, supra*, at 1455.

Should you have any questions with respect to the above, please do not hesitate to contact the undersigned.

Very truly yours,

BARTZ LAW GROUP, APC

/s/ Aaron A. Bartz
Aaron A. Bartz