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County of San Diego
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Attorneys for Plaintiff:
Jihan Ali

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO – CENTRAL DIVISION**

JIHAN ALI;

Plaintiff,

v.

XTREME LASHES, LLC;
and DOES 1 through 50;

Defendants.

) CASE NO.: 37-2020-00021161-CU-OE-CTL

) **COMPLAINT FOR DAMAGES FOR:**

1. Failure to Pay Minimum Wages (Labor Code §§ 1182.12, 1194, and 1197.1)
2. Failure to Pay Overtime Time and Double Time Wages (Labor Code § 510);
3. Failure to Provide Meal and Rest Periods or Compensation in Lieu Thereof (Labor Code §§ 226.7 and 512);
4. Failure to Reimburse Business Expenses (Labor Code § 2802)
5. Failure to Provide Accurate Itemized Wage Statements (Labor Code § 226)
6. Failure to Pay All Wages Due Upon Ending Employment (Labor Code §§ 201, 202, and 203);
7. Private Attorneys General Act (Labor Code § 2699, et seq.)
8. Unfair Business Practices (Bus & Prof. Code § 17200, et seq.)

) **DEMAND FOR JURY TRIAL**

) **IMAGED**

) **DAMAGES EXCEED \$25,000**

Plaintiff, Jihan Ali, by and through her attorney, for her causes of action against Defendant, Xtreme Lashes, LLC, and Does 1 through 50, alleges as follows:

PARTIES

1. Plaintiff, Jihan Ali, (hereinafter “Plaintiff”) is an individual who at all relevant times resided in the in the County of San Diego, State of California.

2. Defendant, Xtreme Lashes, LLC (hereinafter “Defendant”) is a Texas limited liability company that at all relevant times employed Plaintiff in the County of San Diego, State of California.

3. Except as otherwise alleged, Plaintiff is unaware of the true names or capacities, whether individual, corporate, associate, or otherwise, of the named Defendants designated herein as DOES 1-50, inclusive. Plaintiff is informed and believes, and based thereon alleges, that each of the Defendants designated herein as DOES 1-50, inclusive, are in some way liable to Plaintiff, and are responsible in some manner for the transactions, events, and occurrences herein alleged and the damage herein was approximately caused thereby. Plaintiff will hereafter seek leave of the Court to amend this Complaint in order to allege said Defendants’ true names and capacities when the same are known to Plaintiff.

4. Plaintiff is informed and believes, and based thereon alleges, that at all times herein mentioned Defendants and each of them, were the successors in interest agents, trustees, partners, servants, joint ventures, contractors, alter egos and employees of the other Defendants; and the acts and omissions herein alleged were done by them acting through such capacity and with the scope of their authority and with the permission and consent of their Co-Defendants, or that each of them are jointly and severally liable to Plaintiff.

5. All defendants are hereinafter referred to collectively as “Defendants”.

EXHAUSTION OF ADMINISTRATIVE REMEDIES

6. Pursuant to Labor Code section 2699.3(a), on April 8, 2020, Plaintiff filed a notice with the Labor and Workforce Development Agency (“LWDA”) through its online filing system, identifying the statutes that were violated as well as the facts and theories supporting those violations, and delivered the same by certified mail to Defendant.

1 7. As of June 12, 2020, the procedural requirements of California Labor Code § 2699.3(a)
2 have been met for Plaintiff to be appointed the private attorney general for purposes of prosecuting
3 Defendant under the Labor Code Private Attorneys General Act of 2004 pursuant to California
4 Labor Code § 2699.3(a)(2)(C).

5 **GENERAL ALLEGATIONS**

6 8. Defendant makes and sells semi-permanent eyelash extension, and related skincare
7 products.

8 9. In order for an aesthetician to be allowed to use Defendants' products on their clients, they
9 must become a Certified Stylist by completing an intensive training conducted by Defendant's
10 Certified Trainers.

11 10. Defendant sells its products directly to Certified Stylists through its website and through its
12 Certified Trainers, who also act as brand ambassadors for Defendant.

13 11. Certified Trainers are not required to be licensed aestheticians.

14 12. Defendant has willfully engaged in a pattern and practice in California of misclassifying its
15 Certified Trainers as independent contractors, when in reality, they are employees.

16 13. Plaintiff became a Certified Stylist when she completed her first training with Defendant in
17 May of 2017.

18 14. Plaintiff went on to take another training in June of 2017, and an advanced training in
19 February of 2018.

20 15. In or around March 25, 2018, Defendant hired Plaintiff be one of its Certified Trainers.

21 16. In order to be a Certified Trainer, with Defendant she had to go through a 21-day intensive
22 training program they refer to as "Boot Camp Training."

23 17. Plaintiff completed her Boot Camp in Houston, Texas in April 2018. The training was
24 held at a hotel. Defendant paid for Plaintiff's room at the hotel and provided food, but did not pay
25 Plaintiff for any of the time she spent training.

26 18. Boot Camp went from 7:00 am to 5:00 or 6:00 pm and consisted of PowerPoint
27 presentations the trainers had to memorize. Trainers had to take tests and quizzes on the topics
28 that were covered. They also had to give graded presentations.

19. After completing Boot Camp, Plaintiff became a Certified Trainer.

20. As a Certified Trainer, Plaintiff was required to comply with the Xtreme Lashes Trainer Standard Operating Procedures and Handbook guidelines.

21. Plaintiff had to sign an agreement stating that she would not do business with any other eyelash extension company.

22. Certified Trainers were required to purchase products from Defendant to display for students when they conducted trainings.

23. As a Certified Trainer, Plaintiff was expected to “[s]erve as an Xtreme Lashes brand ambassador and personal ambassador for [its] CEO to [its] Stylists, worldwide.”

24. In order to keep her certificate current, Plaintiff had to participate in mandatory weekly or bi-weekly meetings that lasted from one to three hours. These meetings were essentially online trainings that she would have to log into on a computer to participate in. Plaintiff was never paid for the time she spent in these mandatory meetings.

25. When Defendant decided to make changes to its products, the Certified Trainers were required to find people willing to have the new product tested on them voluntarily, as they did not receive any compensation. The process took much longer than simply applying lashes because there was a lengthy waiver that had to be signed, and the test subject had to participate in a question and answer session, and follow-up process so the Trainer could provide the necessary feedback on the new product to Defendant.

26. Each time Plaintiff had to do a product test, it took her about four to five hours to complete. She was never paid for this time.

27. The only work that Defendant paid Plaintiff for were the Certified Stylist trainings she conducted.

28. Plaintiff would usually conduct between one and three trainings each month for Defendant, although there was one month where she did four trainings.

29. The trainings would usually be scheduled in a hotel that had meeting space which would transformed into a class-room for instruction and hands-on training.

30. The trainings were usually about four days long and consisted of classroom training as

1 well as hands-on training where the students would apply Defendant's lashes to a model.

2 31. Defendant would book a hotel room for Plaintiff at the hotel where the training was going
3 to be held, or at another location nearby.

4 32. The special items Plaintiff needed to do the training, like massage tables and electrical
5 cords, would be shipped to the hotel in advance by Defendants. Regular tables and chairs were to
6 be provided by the hotel.

7 33. Plaintiff was expected to arrive the day before the training to set up the room for the
8 training.

9 34. The room had to be set up in a certain way per Defendant's specifications. This included
10 setting up chairs and tables for the students, setting up work stations and massage tables for the
11 models, and running electricity to the work stations. It usually took between four and six hours for
12 Plaintiff to set up the room, but if the classes were large, it could take up to eight hours.

13 35. Once the set-up was complete Plaintiff had to take pictures and upload them to
14 Defendant's Certified Trainer online platform so that Defendant could confirm that the classroom
15 was set up exactly as it was supposed to be, per their specifications.

16 36. Plaintiff was also required to set up a display in the classroom of Defendant's products,
17 including lash sets, adhesives, tools, equipment, after-care, and make-up.

18 37. Plaintiff was required to purchase all of the products for the display from Defendant.

19 38. This display also had to be set up exactly according to Defendant's specifications. Plaintiff
20 had to take a picture of the display and upload it to Defendant's trainer platform, again to show
21 that she had set it up exactly to Defendant's specifications.

22 39. In order to perform the hands-on portion of the trainings, students needed to have a model
23 to apply the products to. Students were supposed to provide their own models, but if they were
24 unable to, they could pay Defendant an additional fee of \$50 per model, and Defendant would
25 provide the model. However, Defendant itself was rarely able to secure models for the students,
26 so this obligation also fell to its Certified Trainers.

27 40. Weeks before a training was scheduled to occur, Plaintiff would start making contact with
28 people in the area to try and locate models. This took several hours of her time.

1 41. Plaintiff did not receive any money for the time she spent trying to secure models for the
2 students, however, if she was able to secure a model, Defendant would take the \$50 of money it
3 received from the student for the model, and give Plaintiff a \$50 credit she could use to buy
4 Defendant's products from its website.

5 42. Class times were set by Defendant and strictly adhered to. Sometimes classes would start
6 as early as 4:00 am and go as late as 9:00 pm. On instruction days Plaintiff regularly worked
7 twelve hours straight without breaks.

8 43. Plaintiff had to grade the students on the quality of their work to determine whether they
9 passed the training. For auditing purposes, pictures of each model and the grade Plaintiff gave for
10 that work had to be uploaded to the trainer platform. If all of a student's pictures had not been
11 uploaded to the platform, that student would not receive their certification.

12 44. The agenda for the trainings provided for breaks for the students, but Plaintiff had to use
13 those break times to log into Defendant's Certified Trainer platform to upload the photos and
14 grades for the work that had just been completed, and prepare for the activities that would start
15 when the break ended.

16 45. Another part of Plaintiff's job as a Certified Trainer was to give the students an
17 opportunity to purchase Defendant's products.

18 46. Plaintiff was supposed to receive 20% commission on all of the sales from her students, up
19 until midnight the last day of the training. Plaintiff would have to stay until all of the orders went
20 through, so she often was there until midnight.

21 47. Plaintiff was supposed to receive 10% commission on any orders made by her students the
22 week following the training.

23 48. Defendants never gave Plaintiff a report showing what was purchased by her students so
24 she could confirm that she was being paid the correct commission amount.

25 49. When Plaintiff ended her employment with Defendant, Defendant refused to pay her all of
26 the commission she was owed.

27 50. Once the training ended and Plaintiff had finished putting in all of the students' orders,
28 Plaintiff was responsible for taking down all of the equipment and repacking it so that it could be

1 picked up the following morning. This usually took an additional five to seven hours to complete.

2 51. Plaintiff would then go back to her room to sleep and check out the next morning.

3 52. Every time Plaintiff did a training for Defendant, she worked approximately sixty hours or
4 more over a five-day span, including days when she worked over eight, and sometimes over
5 twelve hours in a single day.

6 53. Plaintiff was never paid overtime when she worked over eight hours in a day or over forty
7 hours in a week.

8 54. Plaintiff was never paid double time when she worked over twelve hours in a day.

9 55. Defendant paid Plaintiff a flat fee of \$500 per day with students, and an additional \$100 for
10 set up and take down.

11 56. Plaintiff was never provided meal or rest periods when she was conducting trainings.
12 Defendant gave her a strict schedule she had to follow, and it did not allow for her to take breaks.

13 57. Defendant was supposed to pay for Plaintiff's mileage and hotel room during her training,
14 but on more than one occasion, Defendant failed to do so.

15 58. On June 11, 2019, Defendant terminated Plaintiff's employment.

16 59. Defendant did not pay Plaintiff for the last two trainings she conducted for them.

17 60. Defendant did not pay Plaintiff all of the commission she was owed at the time of her
18 termination, and did not provide her all of the reimbursement payments she was owed. Also,
19 because Defendant misclassified Plaintiff and failed to pay her the proper wages for all hours she
20 worked, they failed to pay her all wages she was owed at the time her employment ended or at any
21 time thereafter.

22 61. Defendant mischaracterized Plaintiff and the other Certified Trainers as independent
23 contractors, when they were really employees.

24 62. Plaintiff and the other Certified Trainers were essential for Defendant's business because
25 the only way that consumers can purchase Defendant's eyelash extensions is to have them applied
26 by a Certified Stylist, and the only way for an aesthetician to become a Certified Stylist is to be
27 trained by one of Defendant's Certified Trainers.

28 63. Defendant's Certified Trainers were not given any discretion in how they conducted their

1 work for Defendant.

2 64. Defendant's Certified Trainers were governed by Defendant's Xtreme Lashes Trainer
3 Standard Operating Procedures and Handbook guidelines.

4 65. Defendant's Certified Trainers were not allowed to work with any other eyelash extension
5 company.

6 66. Defendant's Certified Trainers were required to participate in mandatory weekly or bi-
7 weekly meetings, lasting from one to three hours, for which they did not receive any
8 compensation.

9 67. Defendant's Certified Trainers were required to conduct product tests for Defendant, for
10 which they did not receive any compensation.

11 68. When Defendant's Certified Trainers conducted trainings, they had to set up the room and
12 the display exactly according to Defendant's specifications. Every minute of the training was
13 planned according to a schedule set by Defendant.

14 69. Because Defendant misclassified Plaintiff and the other Certified Trainers as independent
15 contractors, it failed to pay them for all hours they worked at minimum, regular, overtime, or
16 double time rates.

17 70. Because Defendant misclassified Plaintiff and the other Certified Trainers as independent
18 contractors, it failed to provide them with meal and rest periods as required by California law, and
19 failed to provide them with one hour of compensation when they were unable to take a legally
20 mandated meal or rest period.

21 71. Because Defendant misclassified Plaintiff and the other Certified Trainers as independent
22 contractors, it failed to reimburse them for all work-related expenses they incurred, including the
23 products that Defendant required the the Certified Trainers to purchase from Defendant.

24 72. Because Defendant misclassified Plaintiff and the other Certified Trainers as independent
25 contractors, it failed to track all hours they worked.

26 73. Because Defendant misclassified Plaintiff and the other Certified Trainers as independent
27 contractors, it failed to provide a legally complaint wage statement showing all hours worked and
28 the applicable rates of pay.

74. Because Defendant misclassified Plaintiff and the other Certified Trainers as independent contractors, it failed to pay them all wages they were due at the time their employment ended.

FIRST CAUSE OF ACTION

(Failure to Pay Minimum Wages in Violation of Labor Code §§ 1182.12, 1194, and 1197.1

Against all Defendants)

75. Plaintiff incorporates by reference and realleges each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

76. Under California Labor Code sections 1182.12, 1194, and 1197, it is unlawful for an employer to suffer or permit a California employee to work without paying wages at the proper minimum wage for all time worked.

77. At all relevant times herein, Plaintiff's employment was subject to the provisions of the Labor Code sections, 1194, and 1197.1.

78. Labor Code section 1182.12 requires that all employees be paid no less than the established minimum wage for each hour worked.

79. Plaintiff worked several hours for Defendants for which she was not paid, including her 21-day training in Texas, the mandatory online meetings she attended, and the product tests she performed.

80. Defendants knowingly and willingly failed and refused to pay Plaintiff the California minimum wage and did not pay Plaintiff for all of the hours Plaintiff worked.

81. Defendants' failure to pay Plaintiff the required wages violates the provisions of Labor Code sections 1182.12, 1194 and 1197.1 and is therefore unlawful.

82. Defendants owe Plaintiff all wages not properly paid, statutory prejudgment interest, as well as attorneys' fees and costs incurred to recover the unpaid wages, pursuant to Labor Code section 1194, plus liquidated damages for non-payment of minimum wages pursuant to Labor Code section 1194.2.

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SECOND CAUSE OF ACTION

(Failure to Pay Overtime and Double Time Wages in Violation of Labor Code § 510 Against all Defendants)

83. Plaintiff incorporates by reference and realleges each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

84. Labor Code section 510, which apply to Plaintiff's employment by Defendants, provides that all employees are entitled to payment at the rate of time and one half for hours worked in excess of eight hours in one day, forty hours in one week, and/or the first eight hours of work on a seventh consecutive day, plus double time for hours worked in excess of twelve hours per day and any hours over eight hours worked on the seventh consecutive day of work in any workweek.

85. Labor Code section 1194 makes it unlawful for employers not to make the required overtime and double time payments identified in the preceding paragraph and that employees not paid such payments can recover any monies owed by civil action.

86. Although Plaintiff frequently worked in excess of eight hours per day or forty hours per week, sometimes working over twelve hours in a day, but Defendants failed and refused to pay Plaintiff overtime or double time pay for such work.

87. As a direct or proximate result of Defendants' conduct, Plaintiff suffered damages in the form of lost overtime and double time in an amount to be proven at trial.

88. Pursuant to Labor Code section 1194(a), Plaintiff requests that, in addition to the overtime and double time wages owed, that the Court award Plaintiff's attorneys' fees and costs incurred in this action.

THIRD CAUSE OF ACTION

(Failure to Provide Meal and Rest Periods or Compensation in Lieu Thereof in Violation of Labor Code §§ 226.7 and 512 Against all Defendants)

89. Plaintiff incorporates by reference and realleges each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

90. At all relevant times herein, Plaintiff's employment with Defendants was subject to the provisions of Labor Code sections 226.7 and 512, which require employers to provide employees a

1 ten-minute unpaid rest period for every four hours worked, a thirty-minute unpaid meal period if
2 they work over five hours, and a second meal period if they work over ten hours.

3 91. During her employment with Defendants, Plaintiff was not provided the meal periods and
4 rest periods required by law.

5 92. For each time that Plaintiff was not provided the required meal or rest period, Plaintiff is
6 entitled to recover one additional hour of pay at her regular rate of compensation.

7 93. Plaintiff is entitled to payment in an amount to be proven at trial for each meal and rest
8 period that Defendants did not provide to Plaintiff.

9 94. Plaintiff is also entitled to payment of her attorneys' fees and costs of suit incurred in
10 recovering the additional pay pursuant to Labor Code section 218.5 and interest on the amount due
11 pursuant to Labor Code section 218.6.

12 **FOURTH CAUSE OF ACTION**

13 **(Failure to Reimburse Business Expenses in Violation of Labor Code § 2802 Against all**
14 **Defendants)**

15 95. Plaintiff incorporates by reference and realleges each and every one of the allegations
16 contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

17 96. Plaintiff incurred expenses or losses in direct consequence of the discharge of her duties or
18 her obedience to the directions of Defendants.

19 97. Plaintiff's costs and expenses included the cost of products, tools, and equipment that
20 Defendant required Plaintiff to purchase from Defendant, as well as travel expenses.

21 98. Defendants failed to reimburse all of Plaintiff's expenses or losses in violation of Labor
22 Code section 2802.

23 99. Plaintiff suffered injuries as a result of Defendants' violation of Labor Code section 2802 in
24 an amount to be determined at trial.

25 100. Plaintiff is also entitled to payment of her attorneys' fees and costs of suit incurred in
26 recovering her unpaid expenses.

FIFTH CAUSE OF ACTION

**(Failure to Provide Accurate Itemized Wage Statements in Violation of Labor Code 226
Against all Defendants)**

101. Plaintiff incorporates by reference and realleges each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

102. Labor Code section 226 requires that, at each time for payment of wages, an employer must furnish each employee with a semi-monthly wage statement reflecting, among other things, the total amount of hours worked by the employee and the hourly rate of compensation, during that time period.

103. Defendants did not keep track of the hours that Plaintiff worked because they misclassified her as an independent contractor.

104. Defendants did not Plaintiff her any wages for much of the work she performed, and when they did pay her, they paid her at a flat rate.

105. As a result, Defendants' misclassification and failure to pay wages for all hours worked, Defendants failed to provide Plaintiff with accurate wage statements.

106. At all relevant times, Plaintiff's employment with Defendant was subject to Labor Code section 226. Defendant's failure to furnish proper wage statements to Plaintiff was a knowing and willful violation of Labor Code section 226(a) entitling Plaintiff to recover the greater of all actual damages incurred by Plaintiff or statutory penalties of \$50 for the initial pay period violation and \$100 for each subsequent pay period violation up to a total aggregate penalty of \$4,000.

107. Plaintiff suffered injuries as a result of Defendants' violation of Labor Code section 226 to be determined at trial.

108. Plaintiff incurred costs and attorneys' fees in bringing this action and seeks to recover such costs under Labor Code section 226(e).

SIXTH CAUSE OF ACTION

**(Failure to Pay All Wages Due Upon Ending Employment Pursuant to Labor Code §§ 201,
202 and 203 Against all Defendants)**

109. Plaintiff incorporates by reference and realleges each and every one of the allegations

1 contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

2 110. Failure to pay wages owed at an employee's termination as required by Labor Code sections
3 201 and 202 subjects the employer to the payment of a penalty equaling up to 30 days' wages, as
4 provided for in Labor Code section 203.

5 111. The term "wages" includes all amounts for labor performed by employees of every
6 description, whether the amount is fixed or ascertained by the standard of time, task, piece,
7 commission basis, or other method of calculation.

8 112. At the time Plaintiff's employment with Defendants ended, Defendants owed Plaintiff
9 certain unpaid wages and commission.

10 113. As of this date, Defendants failed and refused, and continue to fail and refuse, to pay the
11 amount due, thus making Defendants liable to Plaintiff for penalties equal to 30 days' wages.

12 114. Plaintiff incurred costs and attorneys' fees in bringing this action and seeks to recover such
13 costs under Labor Code section 218.5.

14 **SEVENTH CAUSE OF ACTION**

15 **(Private Attorneys General Act (Labor Code § 2699, et seq.) Against all Defendants)**

16 115. Plaintiff incorporates by reference and realleges each and every one of the allegations
17 contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

18 116. Pursuant to Labor Code section 2699, et seq., any provision of the Labor Code that provides
19 for a civil penalty to be assessed and collected by the LWDA or any of its departments, divisions,
20 commissions, boards, agencies or employees for violation of the code may, as an alternative, be
21 recovered through a civil action brought by an aggrieved employee on behalf of himself or herself
22 and other current or former employees pursuant to the procedures specified in Labor Code section
23 2699.3.

24 117. Plaintiff is an "aggrieved employee" because she was employed by the alleged violator and
25 had one or more of the alleged violations committed against her, and therefore is properly suited to
26 represent the interests of other current and former aggrieved Certified Trainers (hereinafter
27 "Represented Employees").

28 118. Because of the acts alleged above, Plaintiff seeks damages and penalties under Labor Code

1 section 2699, et seq., because of Defendants', violation of numerous provisions of the California
2 Labor Code as alleged in this Complaint. Labor Code section 2699, et seq. imposes upon
3 Defendants, and each of them, damages and penalties for violating Labor Code sections 201, 202,
4 203, 204, 210, 226, 226.7, 226.8, 510, 512, 1194, 1197.1, and 2802.

5 119. Plaintiff seeks damages and penalties on behalf of herself and Represented Employees for
6 Defendants' conduct as alleged herein as permitted by law.

7 120. Specifically, Plaintiff seeks damages and penalties under Labor Code section 2699 for the
8 following violations, as alleged in this Complaint:

- 9 a. For the violations of Labor Code sections 510, 1182.12, and 1194 for failing to pay
10 Plaintiff and Represented Employees all minimum, regular, and overtime wages
11 earned;
- 12 b. For the violations of Labor Code sections 226.7 and 512 for failing to provide meal
13 and rest periods to Plaintiff and Represented Employees;
- 14 c. For the violations of Labor Code sections 226.7 for failing to pay Plaintiff and
15 Represented Employees for meal and rest period premium pay for workdays when
16 they did not receive legally compliant meal and rest periods;
- 17 d. For violations of Labor Code sections 201, 202, 203, 204, 210, and 1197.1 for
18 failing to timely pay wages and benefits to Plaintiff and Represented Employees;
- 19 e. For the violation of Labor Code section 226 for failing to provide accurate wage
20 statements to Plaintiff and Represented Employees;
- 21 f. For the violation of Labor Code section 226.8 willfully misclassifying Plaintiff and
22 Represented Employees as independent contractors; and
- 23 g. For the violation of Labor Code section 2802 for failing to reimburse work
24 expenses to Plaintiff and Represented Employees.

25
26 121. Pursuant to Labor Code section 2699, et seq., Plaintiff seeks to recover attorneys' fees,
27 costs, damages, civil penalties, and wages on behalf of herself and other current and former
28 Represented Employees as alleged herein in an amount to be shown according to proof at trial.

EIGHTH CAUSE OF ACTION

(Unfair Business Practices (Bus & Prof Code § § 17200, et seq.) Against all Defendants)

122. Plaintiff incorporates by reference and realleges each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

123. At all relevant times, Plaintiff's employment with Defendants was subject to the Labor Code and applicable Wage Orders promulgated by the California Industrial Welfare Commission. At all relevant times, Defendants, the as employer of Plaintiff, were subject to the California Unfair Trade Practices Act, Business & Professions Code section 17200 et seq., which required Defendants to abide by the Labor Code and applicable Wage Orders promulgated by the California Industrial Welfare Commission.

124. Defendants engaged in unfair trade practices prohibited by Business & Professions Code section 17200 et seq. against Plaintiff, by:

- (a) failing to pay the applicable minimum wage in violation of Labor Code sections 1182.12, 1194, and 1197.1 (See First Cause of Action of this Complaint)
- (b) failing to pay overtime and double time wages in violation of Labor Code section 510 (See Second Cause of Action of this Complaint);
- (c) failing to provide meal and/or rest periods, or compensation in lieu thereof in violation of Labor Code sections 226.7 and 512 (See Third Cause of Action of this Complaint);
- (d) failing to reimburse Plaintiff for business expenses in violation of Labor Code section 2802 (See Fourth Cause of Action of this Complaint);
- (e) failing to provide adequate wage statements in violation of Labor Code section 226 (See Fifth Cause of Action of this Complaint); and
- (f) failing to pay all wages due upon ending employment in violation of Labor Code sections 201, 202 and 203 (See Sixth Cause of Action of this Complaint).

125. Defendants violated Business & Professions Code section 17200, et seq., by committing acts prohibited by applicable Labor Code provisions, and the IWC Wage Orders, thus giving Defendants a competitive advantage over other employers and businesses with whom Defendants

1 were in competition and whom were in compliance with the law.

2 126. As a direct and proximate result of Defendants' violations, Plaintiff's rights under the law
3 were violated because Plaintiff suffered monetary losses. Plaintiff seeks restitution in the form of
4 unpaid wages and premium wages due for rest breaks and/or meal periods, with interest thereon,
5 together with disgorgement of profits obtained by Defendants resulting from their violation of
6 California law with respect to Plaintiff and, injunctive relief to prohibit Defendants from violating
7 the California laws and regulations listed in this cause of action.

8 **REQUEST FOR JURY TRIAL**

9 127. Plaintiff requests a trial by jury of all issues triable as a matter of right by a jury.

10 **PRAYER FOR RELIEF**

11 WHEREFORE, Plaintiff respectfully prays that this Court enter judgment in her favor and
12 against Defendants, and each of them, as follows:

- 13 1. For all unpaid minimum wages;
- 14 2. For liquidated damages for non-payment of minimum wages;
- 15 3. For all unpaid overtime and double time wages;
- 16 4. For premium wages for failure to provide meal and rest breaks;
- 17 5. For reimbursement of all business expenses incurred;
- 18 6. For damages or statutory penalties for failure to provide accurate wages statements;
- 19 7. For waiting time penalties for failure to pay all wages on ending employment;
- 20 8. For civil penalties under Labor Code section 2699, et seq. for each violation of the Labor
21 Code with respect to Plaintiff and Represented Employees, pursuant to Labor Code
22 sections 201, 202, 203, 204, 210, 226, 226.7, 226.8, 510, 512, 1194, 1197.1, and 2802;
- 23 9. For restitution of sums to Plaintiff for Defendants' past failure to pay minimum, regular,
24 overtime and double time wages, failure to pay meal and rest period premiums, and
25 failure to withholding taxes, social security, Medicare, unemployment and workers'
26 compensation premiums in an amount according to the proof;
- 27 10. For injunctive relief to prohibit Defendants from violating California employments laws
28 described in this Complaint pursuant to Business & Professions Code section 17200 et

1 seq.;

2 11. For pre-judgment interest;

3 12. For reasonable attorneys' fees;

4 13. For costs of suit; and

5 14. For such other and further relief as the Court may deem appropriate.

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7
8 DATED: June 19, 2020

LAW OFFICES OF DEVON K. ROEPCKE, PC

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10 By: 
11 DEVON K. ROEPCKE, ESQ.
12 Attorneys for Plaintiff
13 Jihan Ali
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