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SUPERIOR COURT OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN JOAQUIN

ELISA NAVARRETE, an individual,

Plaintiff,

vs.

ENDO CREW, INC., a corporation; and
DOES 1-100, inclusive,

Defendants.

Case No.: STK-CV-UOE-2020-0008395

FIRST AMENDED COMPLAINT FOR
DAMAGES

1. FAILURE TO PAY MINIMUM WAGE
2. FAILURE TO PAY OVERTIME
3. FAILURE TO PROVIDE PAID SICK LEAVE
4. FAILURE TO PROVIDE MEAL PERIODS OR PAY PREMIUMS
5. FAILURE TO PROVIDE REST PERIODS OR PAY PREMIUMS
6. FAILURE TO PAY ALL WAGES DUE AT END OF EMPLOYMENT
7. FAILURE TO FURNISH ACCURATE ITEMIZED WAGE STATEMENTS
8. FAILURE TO INDEMNIFY FOR BUSINESS EXPENSES
9. UNFAIR BUSINESS PRACTICES
10. INTENTIONAL INTERFERENCE WITH CONTRACTUAL RELATIONS
11. INTENTIONAL INTERFERENCE WITH PROSPECTIVE ECONOMIC ADVANTAGE
12. CONVERSION

JURY TRIAL DEMANDED

1 Plaintiff Elisa Navarrete brings this class action against Endo Crew, Inc., a corporation; and
2 Does 1 through 100, for violations of the California Labor Code and the California Business and
3 Professions Code.¹

4 **PARTIES**

5 1. Elisa Navarrete (“Navarrete” or “Plaintiff”) is and at all times relevant herein was
6 employed in San Joaquin County, California, and was an “employee” as defined by the Labor Code
7 and the applicable California Industrial Wage Commission (“IWC”) Order(s).

8 2. Endo Crew, Inc. (“ECI” or “Defendant”) is a California corporation formed under the
9 laws of that state.

10 3. At all times relevant herein, ECI has been an “employer” under the Labor Code and the
11 applicable California Industrial Wage Commission (“IWC”) Order(s).

12 4. ECI and Does 1-100 are collectively referred to as Defendants.

13 5. Plaintiff is not aware of the true names and capacities of the Defendants sued herein as
14 Does 1 through 100, whether individual, corporate, associate, or otherwise and therefore sues such
15 Defendants by these fictitious names. Plaintiff will amend this Complaint to allege their true names
16 and capacities when ascertained. Plaintiff is informed and believes, and on that basis alleges, that each
17 of the fictitiously named Defendants is responsible in some manner for the occurrences herein alleged
18 and that Plaintiff’s injuries and damages herein alleged were legally caused by such Defendants.
19 Unless otherwise indicated, each Defendant was acting within the course and scope of said agency
20 and/or employment, with the knowledge and/or consent of said co-Defendant.

21 6. Plaintiff is informed and believes and thereupon alleges that at all times mentioned
22 herein, each of the Defendants, including each Doe Defendant, was acting as the agent, servant,
23

24
25
26 ¹ All subsequent references to the “Labor Code” and the “Business and Professions Code” shall refer to the California
Labor Code and the California Business and Professions Code, respectively.

1 employee, partner and/or joint venturer of and was acting in concert with each of the remaining
2 Defendants, including each Doe Defendant, in doing the things herein alleged, while at all times acting
3 within the course and scope of such agency, service, employment partnership, joint venture and/or
4 concert of action. Each Defendant, in doing the acts alleged herein, was acting both individually and
5 within the course and scope of such agency and/or employment, with the knowledge and/or consent of
6 the remaining Defendants.

7 **VENUE AND JURY TRIAL DEMAND**

8 7. Venue is proper in this court because the unlawful acts alleged herein took place in San
9 Joaquin County, California and Plaintiff's place of employment with Defendants was within San
10 Joaquin County. Plaintiff hereby demands a jury trial.

11 **GENERAL ALLEGATIONS**

12 8. Navarrete was hired by ECI in or around 2013 as a stylist at ECI's Versailles salon in
13 Tracy, California. Her employment with ECI ended on or around February 29, 2020.

14 9. At all times during her employment with ECI, Navarrete was willfully, and erroneously,
15 misclassified as an independent contractor. However, she was never free from the control and direction
16 of ECI; she was required to adhere to its policies, procedures, and rules (and she and other employees
17 were reprimanded if they failed to do so). By way of example, Navarrete's clients were required to
18 make appointments by calling ECI's front desk. Navarrete was further required to charge a minimum
19 rate for all stylings. Navarrete was also required to perform stylings during standard business hours and
20 could not do so on Sundays or Mondays.

21 10. Furthermore, Navarrete did not perform work that was outside the usual scope of ECI's
22 business.

23 11. Additionally, Navarrete was not customarily engaged in an independently established
24 trade, occupation, or business of the same nature as the work she performed for ECI.

1 12. In accordance with the fiction that Navarrete was an independent contractor, she was not
2 paid *any hourly wage by ECI*, even though she typically worked anywhere from 60-80 hours in a
3 workweek.

4 13. Furthermore, Navarrete was encouraged to sell ECI's hair products, and was paid a ten
5 percent commission for such sales.

6 14. At all times during her employment with ECI, Navarrete did not fall within any other
7 exemption to California overtime laws.

8 15. Also in accordance with the fiction that she was an independent contractor, Navarrete
9 paid rent to ECI (\$265 per week, plus \$150 per quarter) for the "privilege" of using ECI's premises to
10 provide hairstyling services. Navarrete was also required to pay ECI \$150 per year for ECI's own
11 advertising; however, Navarrete is informed and believes that no advertising was actually done, at least
12 not with the money that she (and other employees) of ECI paid for that express purpose.

13 16. Also in accordance with the fiction that she was an independent contractor, Navarrete
14 was not provided with the opportunity to take a ten-minute rest period for every four hours worked, nor
15 was she provided with the opportunity to take a thirty-minute meal period for every five hours worked.
16 Navarrete was also not paid an hour of pay for every rest and meal period that was not provided to her
17 in accordance with applicable Wage Orders of the Industrial Welfare Commission.

18 17. Furthermore, and due to her erroneous misclassification as an independent contractor,
19 Navarrete was not provided with complete and accurate wage statements in accordance with Labor
20 Code section 226(a).

21 18. Additionally, because she was misclassified as an independent contractor, Navarrete was
22 not provided with paid sick leave in violation of Labor Code section 245 *et seq.*

23 19. Navarrete was also required by pay money for wear and tear on ECI's equipment (e.g.,
24 barber seats).

25 20. At all times relevant herein, Navarrete did not maintain a separate business location.
26

1 21. At all times relevant herein, Navarrete did not have the ability to set or negotiate her
2 own rates for the services she performed.

3 22. At all times relevant herein, Navarrete did not have the ability to set her own hours.

4 23. At all times relevant herein, Navarrete was not customarily engaged in the same type of
5 work performed under contract with another hiring entity, and did not hold herself out to other potential
6 customers as available to perform the same type of work.

7 24. Separately from the foregoing, Navarrete was encouraged by ECI to buy hairstyling
8 products and supplies from Salon Centric. There existed a contract between Navarrete and Salon
9 Centric by which she would accrue points for purchases of these supplies, and those points could then
10 be used towards further purchases of supplies with Salon Centric.

11 25. However, ECI interfered with the contract between Navarrete and Salon Centric by
12 taking points from Navarrete which had economic value to her.

13 26. Even if a contract did not exist between Navarrete and Salon Centric, there was an
14 existing and/or prospective business relationship between the two parties, as well as a probability of
15 future economic benefit to be derived from that relationship. Nonetheless, ECI wrongfully interfered
16 with Navarrete's prospective economic advantage by taking points from Navarrete which had economic
17 value to her. ECI did this with knowledge of Navarrete's prospective economic advantage and the
18 intent to interfere with it.

19 27. Even if there did not exist a prospective business relationship between Navarrete and
20 Salon Centric, Navarrete nonetheless had a property interest in the points she accrued by selling Salon
21 Centric products, and ECI wrongfully converted those points.

22 28. At no point since Navarrete's separation of employment has she been paid all wages due
23 and owing, *supra*.

24 29. The foregoing list of misconduct is a partial list only and set forth by way of example.

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FIRST CAUSE OF ACTION
FAILURE TO PAY MINIMUM WAGE
(Lab. Code § 1182 *et seq.*)
Against Defendants

30. Plaintiff hereby realleges and incorporates by reference each and every allegation set forth above as though fully set forth herein, except as said paragraphs are

31. Pursuant to California Labor Code section 1194(a), notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit.

32. Labor Code section 1194.2 provides that in any action under section 1194 or 1197.1 to recover wages because of the payment of a wage less than the minimum wage fixed by an order of the commission or by statute, an employee shall be entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

33. Pursuant to Labor Code section 1197, the minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful.

34. Labor Code section 1198 provides that the maximum hours of work and the standard conditions of work fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.

35. During the relevant time period, Defendants failed to pay Plaintiff the minimum wage for each hour worked.

36. Labor Code section 1197.1 provides that any employer or other person acting either individually or as an officer, agent, or employee of another person, who pays or causes to be paid

1 to any employee a wage less than the minimum fixed by an order shall be subject to the
2 aforementioned civil penalty, restitution of wages, and liquidated damages payable to the
3 employee.

4 37. Wherefore, Plaintiff has been damaged as set forth above and requests relief as
5 hereafter provided.

6 **SECOND CAUSE OF ACTION**
7 **FAILURE TO PAY OVERTIME**
8 **(Lab. Code § 510 & 1198)**
9 **Against Defendants**

10 38. Plaintiff hereby realleges and incorporates by reference each and every allegation set
11 forth above as though fully set forth herein, except as said paragraphs are inconsistent with the
12 allegations of this cause of action.

13 39. Pursuant to Labor Code section 510, any work in excess of eight hours in one workday
14 and any work in excess of 40 hours in any one workweek and the first eight hours worked on the
15 seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-
16 half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be
17 compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any
18 work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no
19 less than twice the regular rate of pay of an employee.

20 40. Pursuant to Labor Code section 1198, the maximum hours of work and standard
21 conditions of labor fixed by the commission shall be the maximum hours of work and the standard
22 conditions of labor for employees and the employment of any employee for longer hours than those
23 fixed by the commission or under conditions of labor prohibited by the order is unlawful.

24 41. During the relevant time period, Plaintiff regularly worked overtime.

25 42. During the relevant time period, Defendants intentionally and willfully failed to pay the
26 proper overtime wages due to Plaintiff.

1 43. Wherefore, Plaintiff has been injured as set forth above and requests relief as hereafter
2 provided.

3 **THIRD CAUSE OF ACTION**
4 **FAILURE TO PROPERLY CALCULATE AND PAY SICK LEAVE**
5 **(Lab. Code, §§ 218, 233, 246 *et seq.*)**
6 **Against Defendants**

7 44. Plaintiff hereby realleges and incorporates by reference each and every allegation set
8 forth above as though fully set forth herein, except as said paragraphs are inconsistent with the
9 allegations of this cause of action.

10 45. Labor Code section 246(l) requires that employers pay sick time pay to non-exempt
11 employees at that employee's "regular rate of pay."

12 46. According to the California Supreme Court, sick pay is a form of wages. (*Murphy v.*
13 *Kenneth Cole Productions* (2007) 40 Cal.4th 1094, 1103.)

14 47. Labor Code section 233 provides that "any employer who provides sick leave for
15 employees shall permit an employee to use in any calendar year the employee's accrued and
16 available sick leave entitlement, in an amount not less than the sick leave that would be accrued
17 during six months at the employee's then current rate of entitlement, for the reasons specified in
18 subdivision (a) of Section 246.5."

19 48. During the relevant time period, Defendants intentionally and willfully failed to pay
20 Plaintiff her sick pay at the rate of pay required by law. Accordingly, Plaintiff did not receive the
21 full amount of paid sick time that she was entitled to receive by law, and was therefore denied the
22 right to use sick leave within the meaning of Labor Code sections 233(a) and (c).

23 49. Any employer who violates Labor Code section 233 is liable to employees for the
24 greater of one days' pay or actual damages, reasonable equitable relief, and reasonable attorneys'
25 fees and costs. (Lab. Code, § 233, subds. (d), (e).)
26

1 50. Further, Labor Code section 218 authorizes a private right of action to recover unpaid
2 wages.

3 51. Wherefore, Plaintiff has been injured as set forth above and requests relief as hereafter
4 provided.

5 **FOURTH CAUSE OF ACTION**
6 **FAILURE TO PROVIDE MEAL PERIODS OR PAY PREMIUMS**
7 **(Lab. Code, §§ 226.7, 512)**
8 **Against Defendants**

9 52. Plaintiff hereby realleges and incorporates by reference each and every allegation
10 set forth above as though fully set forth herein, except as said paragraphs are inconsistent with the
11 allegations of this cause of action.

12 53. Labor Code section 226.7 requires employers to provide employees meal periods as
13 mandated by Order of the Industrial Welfare Commission. It states:

- 14 a. No employer shall require any employee to work during any meal or rest
15 period mandated by an applicable order of the Industrial Welfare
16 Commission.
17 b. If an employer fails to provide an employee a meal period or rest period in
18 accordance with an applicable order of the Industrial Welfare Commission,
19 the employer shall pay the employee one additional hour of pay at the
20 employee's regular rate of compensation for each work day that the meal or
21 rest period is not provided.

22 54. Labor Code section 512(a) and the applicable wage order provide that an employer
23 may not employ a person for a work period of more than five hours per day without providing that
24 employee a meal period of not less than thirty minutes, except that if the total work period per day
25 is no more than six hours, the meal period may be waived by mutual consent of both the employer
26 and employee. An employer may not employ a person for a work period of more than ten hours

1 per day without providing an employee with a second meal period of not less than thirty minutes,
2 except that if the total work period per day of the employee is no more than twelve hours, the meal
3 period may be waived by mutual consent of both the employer and the employee, and if the first
4 meal period was not waived.

5 55. During the relevant time period, Plaintiff was not provided with meal breaks as
6 required by law and did not receive an additional hour of premium pay for each missed meal
7 period.

8 56. Wherefore, Plaintiff has been injured and requests relief as hereinafter provided.

9 **FIFTH CAUSE OF ACTION**
10 **FAILURE TO PROVIDE REST PERIODS OR PAY PREMIUMS**
11 **(Lab. Code, § 226.7)**
Against Defendants

12 57. Plaintiff hereby realleges and incorporates by reference each and every allegation
13 set forth above as though fully set forth herein, except as said paragraphs are inconsistent with the
14 allegations of this cause of action.

15 58. Labor Code section 226.7 requires employers to provide employees rest periods as
16 mandated by Order of the Industrial Welfare Commission. It states:

- 17 a. No employer shall require any employee to work during any meal or rest
18 period mandated by an applicable order of the Industrial Welfare
19 Commission.
- 20 b. If an employer fails to provide an employee a meal period or rest period in
21 accordance with an applicable order of the Industrial Welfare Commission,
22 the employer shall pay the employee one additional hour of pay at the
23 employee's regular rate of compensation for each work day that the meal or
24 rest period is not provided.

25 59. Section 11 of the applicable IWC Wage Order provides:

1 “(A) Every employer shall authorize and permit all employees to take rest periods,
2 which insofar as practicable shall be in the middle of each work period. Nothing in
3 this provision shall prevent an employer from staggering rest periods to avoid
4 interruption in the flow of work and to maintain continuous operations, or from
5 scheduling rest periods to coincide with breaks in the flow of work that occur in the
6 course of the workday. The authorized rest period time shall be based on the total
7 hours worked daily at the rate of ten (10) minutes net rest time for every four (4)
8 hours worked, or major fraction thereof. Rest periods shall take place at employer
9 designated areas, which may include or be limited to the employees’ immediate work
10 area.

11 (B) Rest periods need not be authorized in limited circumstances when the disruption
12 of continuous operations would jeopardize the product or process of the work.
13 However, the employer shall make up the missed rest period within the same workday
14 or compensate the employee for the missed ten (10) minutes of rest time at his/her
15 regular rate of pay within the same pay period.

16 (C) A rest period need not be authorized for employees whose total daily work time
17 is less than three and one-half (3 ½) hours. Authorized rest period time shall be
18 counted as hours worked for which there shall be no deduction from wages.

19 (D) If an employer fails to provide an employee a rest period in accordance with the
20 applicable provisions of this order, the employer shall pay the employee one (1) hour
21 of pay at the employee’s regular rate of compensation for each workday that the rest
22 period is not provided.”

23 60. During the relevant time period, Plaintiff was not provided with rest breaks as
24 required by law and did not receive an additional hour of premium pay for each missed rest break.

25 61. Wherefore, Plaintiff has been injured and requests relief as hereinafter provided.

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27 **SIXTH CAUSE OF ACTION**
28 **FAILURE TO PAY ALL WAGES DUE AT END OF EMPLOYMENT**
(Lab. Code, § 201, *et seq.*)
Against Defendants

62. Plaintiff hereby realleges and incorporates by reference each and every allegation set
forth above as though fully set forth herein, except as said paragraphs are inconsistent with the
allegations of this cause of action.

63. Labor Code section 201 provides that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.

64. Labor Code section 202 requires an employer to pay an employee all earned wages within 72 hours of the employee quitting his or her employment, or immediately at the time of quitting if the employee has given 72 hours previous notice of his or her intention to quit.

65. As set forth above, Plaintiff was not timely paid all of her earned but unpaid wages or meal and rest break premiums when her employment with Defendants ended.

66. Wherefore, Plaintiff has been injured as set forth above and requests relief as hereafter provided.

SEVENTH CAUSE OF ACTION
FAILURE TO FURNISH COMPLETE AND ACCURATE ITEMIZED WAGE STATEMENTS
(Lab. Code, § 226(a))
Against Defendants

67. Plaintiff hereby realleges and incorporates by reference each and every allegation set forth above as though fully set forth herein, except as said paragraphs are inconsistent with the allegations of this cause of action.

68. Pursuant to Labor Code section 226(a) "every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately when the wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee [. . .], (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number, (8) the name and address of the legal entity that is the employer [. . .], (9) all applicable hourly rates in effect during the pay period and corresponding number of hours worked at each hourly rate by the employee and, if

1 the employer is a temporary services employer [. . .], the rate of pay and the total hours worked for each
2 temporary services assignment.”

3 69. An employee suffering injury as a result of the knowing and intentional failure by an
4 employer to comply with Labor Code section 226(a) is entitled to recover the greater of all actual
5 damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred
6 dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed the aggregate
7 penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney’s
8 fees. (Lab. Code, § 226, subd. (e)(1).)

9 70. An employee is deemed to suffer injury if the employer fails to provide a wage
10 statement or if the employer fails to provide accurate and complete information as required by any one
11 or more of the items (1) to (9), inclusive, of subdivision (a) and the employee cannot promptly and
12 easily determine from the wage statement alone, i) the amount of gross/net wages paid to the employee
13 during the pay period or any of the other information required to be provided pursuant to Labor Code
14 section 226(a) items (2) to (4), inclusive, (6) and (9), ii) deductions made by the employer, iii) the name
15 and address of the employer and iv) the name of the employee and the last four digits of his or her
16 social security number or employee identification number. (Lab. Code, § 226, subds. (e)(2)(A), (B)(i)-
17 (iv).) “Promptly and easily determine” means a reasonable person would be able to readily ascertain
18 the information without reference to other documents or information. (Lab. Code, § 226, subd.
19 (e)(2)(C).)

20 71. As set forth above, Defendants intentionally and willfully failed to furnish accurate
21 itemized wage statements which complied with Labor Code section 226.

22 72. Wherefore, Plaintiff has been injured as set forth above and requests relief as hereafter
23 provided.

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EIGHTH CAUSE OF ACTION
FAILURE TO REIMBURSE FOR BUSINESS EXPENSES
(Lab. Code, § 2802.)
Against Defendants

73. Plaintiff hereby realleges and incorporates by reference each and every paragraph set forth above as though fully set forth herein, except as said paragraphs are inconsistent with the allegations of this cause of action.

74. Labor Code section 2802, subdivision (a) provides that “[a]n employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful.”

75. Nonetheless, as set forth above, Defendants failed to reimburse Plaintiff for all incurred business expenses, including but not limited to advertising costs, repairing and upkeeping equipment and premises, and paying costs of insurance.

76. Labor Code section 2802 further provides that, in an action for reimbursement of business expenses, a prevailing plaintiff is entitled to an award of attorney’s fees.

77. Wherefore, Plaintiff has been injured as set forth above and requests relief as hereafter provided.

NINTH CAUSE OF ACTION
UNFAIR BUSINESS PRACTICES
(Bus. & Prof. Code, § 17200, *et seq.*)
Against Defendants

78. Plaintiff hereby realleges and incorporates by reference each and every allegation set forth above as though fully set forth herein, except as said paragraphs are inconsistent with the allegations of this cause of action.

1 79. The statutory violations, as alleged above, are unfair business practices within the
2 meaning of the Unfair Competition Law (Business and Professions Code sections 17200 *et seq*), and
3 include, but are not limited to, failing to properly calculate and pay overtime and sick wages.

4 80. Wherefore, Plaintiff has been damaged as set forth above and requests relief as hereafter
5 provided.

6 **TENTH CAUSE OF ACTION**
7 **INTENTIONAL INTERFERENCE WITH CONTRACTUAL RELATIONS**
8 **Against Defendants**

9 81. Plaintiff hereby realleges and incorporates by reference each and every allegation
10 set forth above as though fully set forth herein, except as said paragraphs are inconsistent with the
11 allegations of this cause of action.

12 82. The California Supreme Court has long held that a stranger to a contract may be
13 liable in tort for intentionally interfering with the performance of the contract if there exists:

- 14 i. A valid contract between Plaintiff and a third party;
- 15 ii. Defendant's knowledge of this contract;
- 16 iii. Defendant's intentional acts designed to induce a breach or disruption of the
17 contractual relationship;
- 18 iv. Actual breach or disruption of the contractual relationship; and
- 19 v. Resulting damage.

20 *Pacific Gas & Electric Co. v. Bear Stearns & Co.* (1990) 50 Cal. 3d 1118, 1126.

21 83. Further, the Court has held that "Plaintiff need not allege an actual or inevitable
22 breach of contract in order to state a claim for disruption of contractual relations. We have
23 recognized that interference with the plaintiff's performance may give rise to a claim for
24 interference with contractual relations if plaintiff's performance is made more costly or more
25 burdensome. Other cases have pointed out that while the tort of inducing breach of contract
26

1 requires proof of a breach, the cause of action for interference with contractual relations is distinct
2 and requires only proof of interference.” (*Id.* at 1129, internal citations omitted.)

3 84. Nevertheless, as set forth above, Defendants intentionally interfered with Plaintiff’s
4 contractual relationship with Salon Centric in violation of California law.

5 85. The acts taken toward Plaintiff were carried out by and/or ratified by Defendants
6 and/or managing agents/employees of Defendants acting in an oppressive, fraudulent and malicious
7 manner in order to injure or damage Plaintiff, thereby justifying an award of punitive damages.

8 86. As a direct and proximate result of Defendants’ conduct, Plaintiff has been harmed
9 and requests relief as hereafter provided.

10 **ELEVENTH CAUSE OF ACTION**
11 **INTENTIONAL INTERFERENCE WITH PROSPECTIVE ECONOMIC ADVANTAGE**
12 **Against Defendants**

13 87. Plaintiff hereby realleges and incorporates by reference each and every allegation
14 set forth above as though fully set forth herein, except as said paragraphs are inconsistent with the
15 allegations of this cause of action.

16 88. As set forth above, Plaintiff had an existing business relationship with Salon
17 Centric.

18 89. As set forth above, there was a probability of future economic benefit from
19 Plaintiff’s business relationship with Salon Centric.

20 90. Nonetheless, Defendants interfered with the business relationship between Plaintiff
21 and Salon Centric by diverting earned “points” which had monetary value and were the property of
22 Plaintiff.

23 91. Defendants knew of and intended to interfere with Plaintiff’s prospective economic
24 advantage, and their conduct fell outside the boundaries of fair competition.

1 92. The acts taken toward Plaintiff were carried out by and/or ratified by Defendants
2 and/or managing agents/employees of Defendants acting in an oppressive, fraudulent and malicious
3 manner in order to injure or damage Plaintiff, thereby justifying an award of punitive damages.

4 93. As a direct and proximate result of Defendants' conduct, Plaintiff has been harmed
5 and requests relief as hereafter provided.

6 **TWELFTH CAUSE OF ACTION**
7 **CONVERSION**
8 **Against Defendants**

9 94. Plaintiff hereby realleges and incorporates by reference each and every allegation
10 set forth above as though fully set forth herein, except as said paragraphs are inconsistent with the
11 allegations of this cause of action.

12 95. As set forth above, Plaintiff had a property interest in the points she earned and
13 accrued by selling Salon Centric products during her employment with Defendants.

14 96. Nonetheless, Defendants wrongfully converted Plaintiff's accrued points.

15 97. The acts taken toward Plaintiff were carried out by and/or ratified by Defendants
16 and/or managing agents/employees of Defendants acting in an oppressive, fraudulent and malicious
17 manner in order to injure or damage Plaintiff, thereby justifying an award of punitive damages.

18 98. As a direct and proximate result of Defendants' conduct, Plaintiff has been harmed
19 and requests relief as hereafter provided.

20 **PRAYER FOR RELIEF**

21 WHEREFORE, Plaintiff prays judgment against Defendants as follows:

22 **As to the First Through Ninth Causes of Action:**

- 23 1. That this Court award injunctive relief, including that available under Labor Code
24 sections 226(h) and 248.5(e), as well as Business and Professions Code section 17203;
25 2. That this Court award unpaid wages as well as restitutionary relief;

3. That this Court award penalties including, but not limited to, those available under Labor Code sections 203 and 226;
4. That this Court award statutory attorneys' fees and costs, including those available under Labor Code sections 226(e)(1) and (h), 248.5(e), 1194, as well as those available under Code of Civil Procedure section 1021.5;
5. That this Court award prejudgment and post-judgment interest according to any applicable provision of law or as otherwise permitted by law; and
6. That this Court award such other and further relief as the court deems just and proper.

As to the Tenth, Eleventh, and Twelfth Causes of Action:

1. For compensatory damages, both general and special;
2. For punitive damages;
3. For equitable relief;
4. For costs of suit;
5. That this Court award prejudgment and post-judgment interest according to any applicable provision of law or as otherwise permitted by law, including those available under Civil Code sections 3287(a) and 3289(b); and
6. That this Court award such other and further relief as the court deems just and proper.

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DATED: October 14, 2020

By _____

MAYALL HURLEY P.C.



ROBERT J. WASSERMAN
JOHN P. BRISCOE
RACHEL ALLGAIER
Attorneys for Plaintiff