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individually and on behalf of all others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

KIM THOMPSON, individually and on
behalf of all others similarly situated,

Plaintiff,

vs.

GREEN ORGANICS, LLC; and DOES 1-
10, inclusive,

Defendants.

Case No.

CLASS ACTION COMPLAINT FOR:

1. Failure to Pay Wages;
2. Failure to Provide Meal Periods;
3. Failure to Permit Rest Breaks;
4. Failure to Pay All Wages to Piece-Rate Workers for Rest Breaks;
5. Unlawful Deductions
6. Failure to Pay Wages Upon Separation of Employment and Within the Required Time;
7. Failure to Furnish Accurate Wage Statements;
8. Failure to Reimburse for Business Expenses;
9. Violation of California Business; and Professions Code §§ 17200, *et seq.*

DEMAND FOR JURY TRIAL

1 Plaintiff Kim Thompson, individually and on behalf of all others similarly situated, alleges
2 as follows:

3 **NATURE OF ACTION AND INTRODUCTORY STATEMENT**

4 1. Plaintiff Kim Thompson (“Plaintiff”) brings this putative class action against Green
5 Organics, LLC; and Does 1 through 10, inclusive (collectively “Defendants” or “Green Organics”),
6 on behalf of herself individually and on behalf of a class of Defendants’ California employees who
7 Defendants willfully misclassified as independent contractors.

8 2. Defendants are, upon information and belief, in the business of providing dietary
9 supplements.

10 3. Through this action, Plaintiff is alleging that Defendants have engaged in a
11 systematic pattern of wage and hour violations under the California Labor Code (“Labor Code”),
12 all of which contribute to Defendants’ deliberate unfair competition.

13 4. Plaintiff is informed and believes, and thereon alleges, during the relevant time
14 period, Pride had a consistent policy of violating state wage and hour laws by, among other things:

- 15 (a) Failing to pay all wages (including minimum and overtime wages);
- 16 (b) Failing to provide meal periods or compensation in lieu thereof,
- 17 (c) Failing to authorize or permit rest breaks or provide compensation in lieu
18 thereof;
- 19 (d) Making improper deductions from employees’ earned wages;
- 20 (e) Failing pay wages for time spent in rest breaks;
- 21 (f) Willfully failing to provide accurate semi-monthly itemized wage
22 statements;
- 23 (g) Failing to pay all wages due upon separation of employment; and
- 24 (h) Failing to reimburse employees for expenses and losses incurred in
25 discharging duties.

26 5. Plaintiff brings this lawsuit seeking monetary relief against Defendants on behalf of
27 herself and all others similarly to recover, among other things, unpaid wages and benefits, interest,
28 attorney’s fees, costs and expenses and penalties pursuant to Labor Code §§ 201, 202, 203, 204,

210, 221, 223, 226, 226.2, 226.7, 226.8, 246, 510, 512, 1182.12, 1194, 1194.2, 1197, 1198, 2800 and 2802 and the applicable IWC Wage Order.

6. Plaintiff, on behalf of herself and all class members, pursuant to Business and Professions Code sections 17200, *et seq*, also seeks injunctive relief and restitution for the unfair, unlawful, or fraudulent practices alleged in this Complaint.

JURISDICTION AND VENUE

7. The monetary damages and restitution sought by Plaintiff exceeds the minimal jurisdictional limits of the Superior Court and will be established according to proof at trial

8. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, § 10, which grants the Superior Court original jurisdiction in all cases except those given by statutes to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

9. This Court has jurisdiction over all Defendants because, upon information and belief, Defendants have sufficient minimum contacts in California or otherwise intentionally avail themselves of the California market so as to render the exercise of jurisdiction over them by the California courts consistent with traditional notions of fair play and substantial justice.

10. Venue is proper in this Court because, upon information and belief, Defendants transact business or have at least one facility in this county and acts and omissions alleged herein took place in this county.

THE PARTIES

11. Plaintiff is a resident of California. Plaintiff was employed by Defendants during the Class Periods (as defined below) in California and misclassified as an independent contractor.

12. Defendants were and are, upon information and belief, a corporation doing business throughout the State of California, in the County of Los Angeles, and at all times hereinafter mentioned, an employer as defined in and subject to the California Labor Code and Industrial Welfare Commission (“IWC”) Wage Orders, whose employees are and were engaged throughout this county and the State of California.

13. The true names and capacities, whether individual, corporate, associate, or otherwise, of the Defendants sued herein as Does 1 to 10, inclusive, are currently unknown to Plaintiff, who therefore sues said Defendants by such fictitious names under California Code of Civil Procedure § 474. Plaintiff is informed and believes, and based thereon alleges, that each of the Defendants designated herein as a Doe is legally responsible in some manner for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of the Defendants designated hereinafter as DOES when such identities become known.

14. Plaintiff is informed and believes, and based thereon alleges, that each Defendants acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendants are legally attributable to the other Defendants. Furthermore, Defendants in all respects acted as the employers and/or joint employers of Plaintiff and the class members.

CLASS ACTION ALLEGATIONS

15. Plaintiff brings this action under Code of Civil Procedure § 382 on behalf of herself and all other members of the general public similarly situated who were affected by Defendants' Labor Code, Business and Professions Code §§ 17200 and IWC Wage Order violations.

16. All claims alleged herein arise under California law for which Plaintiff seeks relief authorized by California law.

17. Plaintiff's proposed Class consists of and is defined as follows:

Class

All persons Defendants hired and classified as independent contractors in California at any time between April 3, 2017¹ and the date of class certification.

18. Plaintiff also seeks to certify the following Subclass:

Waiting Time Subclass

¹ The statute of limitations for this matter was tolled between April 6, 2020 and October 1, 2020 pursuant to Cal. Rules of Court, Appendix I, Emergency Rule No. 9.

1 All Class members who separated their employment with Defendants at
2 any time between April 3, 2016 and the date the Subclass is certified.

3 19. Members of the Class and Subclass described above will collectively be referred to
4 as “class members.” Plaintiff reserves the right to establish other or additional subclasses, or modify
5 any Class or Subclass definition, as appropriate based on investigation, discovery and specific
6 theories of liability.

7 20. This action has been brought and may properly be maintained as a class action under
8 the California Code of Civil Procedure § 382 because there are common questions of law and fact
9 as to the Class that predominate over questions affecting only individual members including, but
10 not limited to:

- 11 a. Whether Defendants misclassified Plaintiff and class members as
12 independent contractors;
- 13 b. Whether Defendants failed to pay wages at the appropriate rate for all hours
14 worked by Plaintiff and class members;
- 15 c. Whether Defendants deprived Plaintiff and class members of timely meal
16 periods or required Plaintiff and class members to work through meal
17 periods without compensation;
- 18 d. Whether Defendants policies and practices deprived Plaintiff and class
19 members of paid rest breaks and/or required them to work through rest
20 breaks without compensation;
- 21 e. Whether Defendants made unlawful deductions from Plaintiff’s and class
22 members’ wages.
- 23 f. Whether Defendants failed to timely pay Plaintiff and class members all
24 earned wages during their employment;
- 25 g. Whether Defendants failed to timely pay Plaintiff and Waiting Time
26 Subclass members all wages due upon termination or within 72 hours of
27 resignation;
- 28

- h. Whether Defendants failed to furnish Plaintiff and class members with accurate wage statements;
- i. Whether Defendants failed to reimburse Plaintiff and class members for all necessary business expenses incurred; and
- j. Whether Defendants engaged in unfair business practices in violation of Business & Professions Code §§ 17200, *et seq.*

21. There is a well-defined community of interest in the litigation and the Class is readily ascertainable.

- (a) Numerosity: The members of the Class are so numerous that joinder of all members is impractical. Although the members of the Class are unknown to Plaintiff at this time, on information and belief, the Class is estimated to be greater than 100 individuals. The identity of the class members are readily ascertainable by inspection of Defendants' employment and payroll records.
- (b) Typicality: The claims (or defenses, if any) of Plaintiff are typical of the claims (or defenses, if any) of the Class because Defendants' failure to comply with the provisions of California wage and hour laws entitled each class member to similar pay, benefits and other relief. The injuries sustained by Plaintiff are also typical of the injuries sustained by the Class because they arise out of and are caused by Defendants' common course of conduct as alleged herein.
- (c) Adequacy: Plaintiff is qualified to, and will fairly and adequately represent and protect the interests of all members of the Class because it is in her best interests to prosecute the claims alleged herein to obtain full compensation and penalties due her and the Class. Plaintiff's attorneys, as proposed class counsel, are competent and experienced in litigating large employment class actions and are versed in the rules governing class action discovery, certification and settlement. Plaintiff have incurred and, throughout the duration of this action, will continue to incur attorneys' fees and costs that

1 have been and will be necessarily expended for the prosecution of this action
2 for the substantial benefit of each class member.

3 (d) Superiority: The nature of this action makes the use of class action
4 adjudication superior to other methods. A class action will achieve
5 economies of time, effort and expense as compared with separate lawsuits,
6 and will avoid inconsistent outcomes because the same issues can be
7 adjudicated in the same manner and at the same time for each Class. If
8 appropriate this Court can, and is empowered to, fashion methods to
9 efficiently manage this case as a class and/or collective action.

10 (e) Public Policy Considerations: Employers in the State of California and other
11 states violate employment and labor laws every day. Current employees are
12 often afraid to assert their rights out of fear of direct or indirect retaliation.
13 Former employees are fearful of bringing actions because they believe their
14 former employers might damage their future endeavors through negative
15 references and/or other means. Class actions provide the class members who
16 are not named in the complaint with a type of anonymity that allows for the
17 vindication of their rights at the same time as affording them privacy
18 protections.

19 **GENERAL ALLEGATIONS**

20 22. At all relevant times mentioned herein, Defendants employed Plaintiff and other
21 persons as misclassified independent contractors at Defendants' California business location(s).

22 23. Defendants continue to misclassify employees as independent contractors within
23 California.

24 24. Plaintiff is informed and believes, and thereon alleges, that at all times mentioned
25 herein, Defendants were advised by skilled lawyers, employees and other professionals who were
26 knowledgeable about California wage and hour law, employment and personnel practices and the
27 requirements of California.
28

1 25. Through this action, Plaintiff alleges that Defendants have engaged in a systematic
2 pattern of wage and hour violations under the California Labor Code and IWC Wage Orders, all of
3 which contribute to Defendants' deliberate unfair competition.

4 26. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
5 should have known that Plaintiff and class members should have been classified as employees
6 under California law. In violation of the Labor Code and IWC Wage Orders, Defendants willfully
7 misclassified Plaintiff and class members as independent contractors.

8 27. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
9 should have known that Plaintiff and class members were entitled to receive entitled to receive all
10 wages and that they were not receiving all wages for work that was required to be performed. In
11 violation of the Labor Code and IWC Wage Orders, Plaintiff and class members were not paid at
12 all wages for hours worked, including overtime wages, time spend in rest breaks, non-productive
13 time, and requiring employees to work through meals.

14 28. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
15 should have known that Plaintiff and class members were entitled to receive all meal periods or
16 payment of one (1) additional hour of pay at Plaintiff's and class members' regular rate of pay when
17 they did not receive a timely, uninterrupted meal period. In violation of the Labor Code and IWC
18 Wage Orders, Plaintiff and class members did not receive all meal periods or payment of one (1)
19 additional hour of pay at Plaintiff's and class members' regular rate of pay when they did not
20 receive a timely, uninterrupted meal period.

21 29. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
22 should have known that Plaintiff and class members were entitled to receive all rest breaks or
23 payment of one (1) additional hour of pay at Plaintiff and class members' regular rate of pay when
24 a rest break was missed. In violation of the Labor Code and IWC Wage Orders, Plaintiff and class
25 members did not receive all rest breaks or payment of one (1) additional hour of pay at Plaintiff
26 and class members' regular rate of pay when a rest break was missed. Plaintiff is informed and
27 believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and class
28 members were entitled to timely payment of wages during their employment. In violation of the

1 California Labor Code, Plaintiff and class members did not receive payment of all wages within
2 permissible time periods.

3 30. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
4 should have known that Plaintiff and Class Members were entitled to all earned wages without
5 unlawful deductions. In violation of the California Labor Code, Defendants made unlawful
6 deductions from Plaintiff's and Class Members' wages.

7 31. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
8 should have known that Plaintiff and Waiting Time Subclass members were entitled to timely
9 payment of wages upon separation of employment. In violation of the California Labor Code,
10 Plaintiff and Waiting Time Subclass members did not receive payment of all wages including, but
11 not limited to, unpaid minimum wages, overtime wages, meal period premiums, and rest break
12 premiums within permissible time periods.

13 32. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
14 should have known that Plaintiff and class members were entitled to receive complete and accurate
15 wage statements in accordance with California law. In violation of the California Labor Code,
16 Plaintiff and class members were not furnished with complete and accurate wage statements
17 showing their total hours worked, number of hours worked at each hourly rate and gross and net
18 wages, among other things.

19 33. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
20 should have known that Plaintiff and class members were entitled to reimbursement for all
21 business-related expenditures. In violation of the Labor Code, Plaintiff and class members did not
22 receive indemnification or reimbursement for all business-related expenditures, including but not
23 limited to expenses associated with care and phone use.

24 34. Plaintiff is informed and believes, and thereon alleges, that at all times mentioned
25 herein, Defendants knew or should have known that it had a duty to compensate Plaintiff and class
26 members, and that Defendants had the financial ability to pay such compensation but willfully,
27 knowingly and intentionally failed to do so, all in order to increase Defendants' profits.

1 35. Therefore, Plaintiff brings this lawsuit seeking monetary and injunctive relief
2 against Defendants on behalf of herself and all class members to recover, among other things,
3 unpaid wages, interest, attorneys' fees, penalties, costs and expenses.

4 **FIRST CAUSE OF ACTION**

5 **FAILURE TO PAY WAGES**

6 **(Violation of Labor Code §§ 200 *et seq.*, 226.2, 510, 1182.12, 1194, 1197 and 1198;**

7 **Violation of Applicable Wage Order)**

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

10 37. During the relevant time period, Defendants were required to compensate Plaintiff
11 and class members for all hours worked, pursuant to Labor Code §§ 200 *et seq.*, 510, 1194, 1197,
12 1198, and the applicable IWC Wage Order.

13 38. Labor Code § 510 codifies the right to overtime compensation at one and one-half
14 times the regular hourly rate for hours worked in excess of eight (8) hours in a day or forty (40)
15 hours in a week or for the first eight (8) hours worked on the seventh day of work.

16 39. Labor Code §§ 1194 and 1197 provide that the minimum wage for employees fixed
17 by the IWC is the minimum wage to be paid to employees, and the payment of a lesser wage than
18 the minimum so fixed is unlawful.

19 40. During the relevant time period, Defendants regularly failed to pay all wages to
20 Plaintiff and class members for all hours worked in violation of the Labor Code and the applicable
21 IWC Wage Order by failing to pay overtime, failing to pay for time spent in rest breaks, failing to
22 pay for non-productive time, and requiring employees to work through meal breaks, among other
23 reasons.

24 41. As a direct and proximate result of Defendants' failure to pay Plaintiff and class
25 members the required wages, Plaintiff and class members are entitled to recover the unpaid balance
26 of their wages, including overtime compensation, as well as interest, costs and attorneys' fees.

27 42. Pursuant to Labor Code § 1194.2, Plaintiff and class members are entitled to recover
28 liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

1 **SECOND CAUSE OF ACTION**

2 **FAILURE TO PROVIDE MEAL PERIODS**

3 **(Violations of Labor Code §§ 226.7 and 512; Violation of Applicable Wage Order)**

4 43. Plaintiff hereby re-alleges and incorporates by reference the previous paragraphs, as
5 though fully set forth herein.

6 44. Labor Code § 226.7 provides that no employer shall require an employee to work
7 during any meal period mandated by the IWC Wage Orders.

8 45. Labor Code 226.7(d) provides that a rest period mandated by state law or IWC
9 Wage Order “shall be counted as hours worked, for which there shall be no deduction from wages.”

10 46. Section 11 of the applicable IWC Wage Order states, “no employer shall employ
11 any person for a work period of more than five (5) hours without a meal period of not less than 30
12 minutes, except that when a work period of not more than six (6) hours will complete the day’s
13 work the meal period may be waived by mutual consent of the employer and the employee.”

14 47. Labor Code § 512(a) provides that an employer may not require, cause or permit an
15 employee to work for a period of more than five (5) hours per day without providing the employee
16 with an uninterrupted meal period of not less than thirty (30) minutes, except that if the total work
17 period per day of the employee is not more than six (6) hours, the meal period may be waived by
18 mutual consent of both the employer and the employee.

19 48. Labor Code § 512(a) also provides that an employer may not employ an employee
20 for a work period of more than ten (10) hours per day without providing the employee with a second
21 meal period of not less than thirty (30) minutes, except that if the total hours worked is no more
22 than twelve (12) hours, the second meal period may be waived by mutual consent of the employer
23 and the employee only if the first meal period was not waived.

24 49. During the relevant time period, Plaintiff and class members did not receive
25 compliant meal periods for working more than five (5) and/or ten (10) hours per day because,
26 among other things, Defendant did not provide meal periods.
27
28

50. Labor Code § 226.7(b) and section 11 of the applicable IWC Wage Order requires an employer to pay an employee one additional hour of pay at the employee's regular rate of compensation for each work day that the meal period is not provided.

51. At all relevant times, Defendants failed to pay Plaintiff and class members the full meal period premium for missed and untimely meal periods pursuant to Labor Code § 226.7(b) and section 11 of the applicable IWC Wage Order.

52. As a result of Defendants' failure to pay Plaintiff and class members an additional hour of pay for each day a meal period was not provided, Plaintiff and class members suffered and continue to suffer a loss of wages and compensation.

THIRD CAUSE OF ACTION

FAILURE TO PERMIT REST BREAKS

(Violation of Labor Code § 226.7; Violation of Applicable Wage Order)

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

54. Labor Code § 226.7(a) provides that no employer shall require an employee to work during any rest period mandated by the IWC Wage Orders.

55. Section 12 of the applicable IWC Wage Order states “every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period” and the “authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof” unless the total daily work time is less than three and one-half (3½) hours.

56. During the relevant time period, Plaintiff and class members did not receive a ten (10) minute net rest period for every four (4) hours or major fraction thereof worked because Defendant did not authorize or permit them to take rest periods.

57. Labor Code § 226.7(b) and section 12 of the applicable IWC Wage Order requires an employer to pay an employee one additional hour of pay at the employee's regular rate of compensation for each work day that the rest period is not provided.

1 58. At all relevant times, Defendants failed to pay Plaintiff and class members the full
2 rest period premium for missed or interrupted rest periods pursuant to Labor Code § 226.7(b) and
3 section 12 of the applicable IWC Wage Order.

4 59. As a result of Defendants' failure to pay Plaintiff and class members an additional
5 hour of pay for each day a rest period was not provided, Plaintiff and class members suffered and
6 continue to suffer a loss of wages and compensation.

7 **FIFTH CAUSE OF ACTION**

8 **FAILURE TO PAY ALL WAGES TO PIECE-RATE WORKERS FOR REST BREAKS**

9 **(Violation of Labor Code § 226.2; Violation of Applicable Wage Order)**

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

12 61. Labor Code § 226.2 requires employees who are paid on a piece-rate basis to be
13 compensated for rest and recovery periods and other nonproductive time separate from any piece-
14 rate compensation.

15 62. Labor Code § 226.2(a) provides that employees compensated on a piece-rate basis
16 shall be compensated for rest and recovery periods, and other nonproductive time separate from
17 any piece-rate compensation. Employees shall be compensated at a regular hourly rate that is no
18 less than the higher of:

19 (a) An average hourly rate determined by dividing the total compensation for the
20 workweek, exclusive of compensation for rest and recovery periods and any
21 premium compensation for overtime, by the total hours worked during the
22 workweek, exclusive of rest and recovery periods.

23 (b) The applicable minimum wage.

24 63. During the relevant time period, Plaintiff and Class Members who were paid on a
25 piece-rate basis were not compensated for rest and recovery periods and other nonproductive time
26 separate from any piece-rate compensation.

64. At all relevant times, Defendants knowingly and intentionally failed to comply with Labor Code § 226.2 denying compensated rest and recovery periods to employees paid on a piece-rate basis.

65. As a result of Defendants' failure to pay Plaintiff and Class Members compensated rest and recovery periods, Plaintiff and Class Members suffered and continue to suffer a loss of wages and compensation.

FIFTH CAUSE OF ACTION

UNLAWFUL DEDUCTIONS FROM EARNED WAGES

(Violation of Labor Code § 221, 223, 224; Violation of Applicable Wage Order)

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

67. Labor Code § 221 provides that employers may not collect or receive from an employee any part of wages theretofore paid by said employer to said employee. Labor Code § 223 provides that where a contract requires an employer to maintain the designated wage scale, it is unlawful to pay a lower wage while purporting to pay the wage designated by contract. Labor Code § 224 prohibits employers from making deductions from an employee's wages not authorized by the employee in writing or permitted by law.

68. During the relevant time period, Defendants had a policy and practice of making unlawful deductions from earned wages of Plaintiff and Class Members. As a result of Defendants' failure to refrain from making improper deductions from earned wages, Plaintiff and Class Members suffered and continue to suffer a loss of wages and compensation, the exact amount of damages and/or penalties is all in an amount to be shown according to proof at trial.

SIXTH CAUSE OF ACTION

FAILURE TO PAY WAGES UPON SEPARATION

OF EMPLOYMENT AND WITHIN THE REQUIRED TIME

(Violations of Labor Code §§ 201, 202, 203 and 210; Violation of Applicable Wage Order)

69. Plaintiff hereby re-alleges and incorporates by reference the previous paragraphs, as though fully set forth herein.

1 70. California Labor Code §§ 201 and 202 provide that if an employer discharges an
2 employee, the wages earned and unpaid at the time of discharge are due and payable immediately,
3 and that if an employee voluntarily leaves his or her employment, his or her wages shall become
4 due and payable not later than seventy-two (72) hours thereafter, unless the employee has given
5 seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee
6 is entitled to his or her wages at the time of quitting.

7 71. During the relevant time period, Defendants willfully failed to pay Plaintiff and
8 Waiting Time Subclass Members all their earned wages upon termination including, but not limited
9 to, minimum wages, either at the time of discharge or within seventy-two (72) hours of their leaving
10 Defendants' employ.

11 72. Defendants' failure to pay Plaintiff and Waiting Time Subclass Members all their
12 earned wages at the time of discharge or within seventy-two (72) hours of their leaving Defendants'
13 employ, is in violation of California Labor Code §§ 201 and 202.

14 73. California Labor Code § 203 provides that if an employer willfully fails to pay
15 wages owed promptly upon discharge or resignation as required under California Labor Code §§
16 201 and 202, then the wages of the employee shall continue as a penalty from the due date, and at
17 the same rate until paid or until an action is commenced; but the wages shall not continue for more
18 than thirty (30) days.

19 74. Defendants willfully failed to pay Plaintiff and Waiting Time Subclass Members all
20 wages due and, as a result, owe Plaintiff and Waiting Time Subclass Members regular daily wages
21 for each day they were not paid, at their regular rates of pay up to a thirty (30) day maximum
22 pursuant to California Labor Code § 203 all in an amount to be shown according to proof at trial.

23 75. Based on these violations, Plaintiff and the Waiting Time Subclass she seeks to
24 represent request relief as described herein and below.

25 **SEVENTH CAUSE OF ACTION**

26 **FAILURE TO FURNISH ACCURATE WAGE STATEMENTS**

27 **(Violation of Labor Code § 226; Violation of Applicable Wage Order)**

1 76. Plaintiff hereby re-alleges and incorporates by reference the previous paragraphs, as
2 though fully set forth herein.

3 77. California Labor Code § 226(a) requires Defendants to provide each employee with
4 an accurate wage statement in writing showing nine pieces of information, including: (1) gross
5 wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned
6 and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions,
7 provided that all deductions made on written orders of the employee may be aggregated and shown
8 as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is
9 paid, (7) the name of the employee and the last four digits of his or her social security number or
10 an employee identification number other than a social security number, (8) the name and address
11 of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay
12 period and the corresponding number of hours worked at each hourly rate by the employee..

13 78. Defendants have intentionally and willfully failed to provide Plaintiff and class
14 members with complete and accurate wage statements. The deficiencies include, among other
15 things, the failure to list the gross and net wages earned, total hours worked, all applicable piece
16 rates, and all applicable hourly rates in effect and the number of hours worked at each hourly rate
17 during the pay period.

18 79. As a result of Defendants' violation of California Labor Code § 226(a), Plaintiff and
19 class members have suffered injury and damage to their statutorily protected rights. Specifically,
20 Plaintiff and class members have been injured by Defendants' intentional violation of California
21 Labor Code § 226(a) because they were denied both their legal right to receive, and their protected
22 interest in receiving, accurate itemized wage statements under California Labor Code § 226(a). In
23 addition, because Defendants failed to provide the accurate rates of pay on wage statements,
24 Defendants have prevent Plaintiff and class members from determining if all hours worked were
25 paid at the appropriate rate and the extent of the underpayment. Plaintiff has had to file this lawsuit
26 in order to analyze whether in fact Plaintiff was paid correctly and the extent of the underpayment,
27 thereby causing Plaintiff to incur expenses and lost time. Plaintiff would not have had to engage in
28

1 these efforts and incur these costs had Defendants provided the accurate rate of pay. This has also
2 delayed Plaintiff's ability to demand and recover the underpayment of wages from Defendants.

3 80. California Labor Code § 226(a) requires an employer to pay the greater of all actual
4 damages or fifty dollars (\$50.00) for the initial pay period in which a violation occurred, and one
5 hundred dollars (\$100.00) per employee for each violation in subsequent pay periods, plus
6 attorney's fees and costs, to each employee who was injured by the employer's failure to comply
7 with California Labor Code § 226(a).

8 81. Defendants' violations of California Labor Code § 226(a) prevented Plaintiff and
9 class members from knowing, understanding and disputing the wages paid to them, and resulted in
10 an unjustified economic enrichment to Defendants. As a result of Defendants' knowing and
11 intentional failure to comply with California Labor Code § 226(a), Plaintiff and class members
12 have suffered an injury, the exact amount of damages and/or penalties is all in an amount to be
13 shown according to proof at trial.

14 82. Plaintiff and class members are also entitled to injunctive relief under California
15 Labor Code § 226(g), compelling Defendants to comply with California Labor Code § 226, and
16 seek the recovery of attorneys' fees and costs incurred in obtaining this injunctive relief.

17 **EIGHTH CAUSE OF ACTION**

18 **FAILURE TO REIMBURSE FOR BUSINESS EXPENSES**

19 **(Violation of Labor Code §2800, 2802; Violation of Applicable Wage Order)**

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

22 84. Labor Code § 2802 requires employers to indemnify their employees for all
23 necessary expenditures or losses incurred by employees in direct consequence of the discharge of
24 their duties.

25 85. During the relevant time period, Plaintiff and class members incurred necessary
26 business-related expenses that were not fully reimbursed by Defendants, including, but not limited
27 to, car and phone expenses associated with selling product. On information and belief, none of these
28 expenditures or losses were reimbursed by Defendants to Plaintiff and class members.

86. In violation of Labor Code §§ 2800 and 2802, Defendants failed to indemnify Plaintiff and class members for these expenses.

87. In committing the violations as herein alleged, Defendants have intentionally and willfully failed to fully reimburse Plaintiff and class members for necessary business-related costs and expenses. As a direct result, Plaintiff and class members have suffered (and in the case of those still employed by Defendants, continue to suffer) substantial losses.

NINTH CAUSE OF ACTION

UNFAIR BUSINESS PRACTICES

(Violation of Business and Professions Code §§ 17200 *et seq.*)

88. Plaintiff hereby re-alleges and incorporates by reference the previous paragraphs, as though fully set forth herein.

89. California Business and Professions Code §§ 17200, *et seq.*, prohibits acts of unfair competition, which includes any "unlawful, unfair or fraudulent business act or practice . . ."

90. A violation of California Business and Professions Code §§ 17200, et seq. may be predicated on the violation of any state or federal law. In the instant case, Defendants' policies and practices have violated state law causing Plaintiff and class members to suffer and continue to suffer injuries in fact. As alleged herein, Defendants systematically engaged in unlawful conduct in violation of the California Labor Code and IWC Wage Orders, such as misclassifying employees as independent contractors, failing to pay wages, failing to provide meal periods or compensation thereof, failing to authorize or permit paid rest breaks or compensation in lieu thereof, failing to pay all wages to piece-rate employees for rest breaks and/or recovery time, failing to provide sick pay, making unlawful deductions from Plaintiff's and class members' wages, failing to pay all wages due and owing upon separation of employment and in a timely manner, failing to furnish accurate wage statements, and failing to reimburse for business expenses, all in order to decrease their costs of doing business and increase their profits.

91. At all times relevant herein, Defendants intentionally avoided paying Plaintiff and class members wages and monies, thereby creating for Defendants an artificially lower cost of

1 doing business in order to undercut their competitors and establish and/or gain a greater foothold
2 in the marketplace.

3 92. At the time Plaintiff and class members were hired, Defendants knowingly,
4 intentionally and wrongfully misrepresented to each of them their conformance with the California
5 Labor Code and IWC Wage Orders including proper payments required by law.

6 93. At all relevant times herein, Defendants held themselves out to Plaintiff and class
7 members as being knowledgeable concerning the labor laws of California.

8 94. At all times relevant herein, Plaintiff and class members relied on and believed
9 Defendants' representations concerning their conformance with California's wage and hour laws
10 all to their detriment.

11 95. As a result of Defendants' intentional, willful, purposeful and wrongful
12 misrepresentation of their conformance with the California Labor Code and IWC Wage Orders,
13 Plaintiff and class members suffered a loss of wages and monies, all in an amount to be shown
14 according to proof at trial. By violating the foregoing statutes and regulations as herein alleged,
15 Defendants' acts constitute unfair and unlawful business practices under California Business and
16 Professions Code §§ 17200, et seq.

17 96. Defendants' violations of the California Labor Code and IWC Wage Orders and
18 their scheme to lower their payroll costs as alleged herein, constitute unlawful business practices
19 because they were done in a systematic manner over a period of time to the detriment of Plaintiff
20 and class members.

21 97. As a result of the unfair business practices of Defendants, as alleged herein, Plaintiff
22 and class members are entitled to injunctive relief, disgorgement and restitution in an amount to be
23 shown according to proof at trial.

24 98. Plaintiff seeks to enforce important rights affecting the public interest within the
25 meaning of California Code of Civil Procedure § 1021.5. Defendants' conduct, as alleged herein,
26 has been, and continues to be, unfair, unlawful and harmful to Plaintiff, class members and to the
27 general public. Based on Defendants' conduct as alleged herein, Plaintiff and class members are
28 entitled to an award of attorneys' fees pursuant to California Code of Civil Procedure § 1021.5.

PRAYER FOR RELIEF

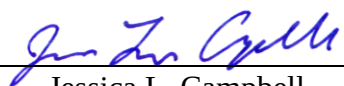
WHEREFORE, Plaintiff, on behalf of all others similarly situated, prays for judgment against Defendants as follows:

1. For certification of the proposed Class and Waiting Time Subclass and any other appropriate subclasses under California Code of Civil Procedure § 382;
2. For appointment of Kim Thompson as the class representative;
3. For appointment of Aegis Law Firm, PC as class counsel for all purposes;
4. For general damages;
5. For special damages;
6. For liquidated damages pursuant to California Labor Code § 1194.2;
7. For all unreimbursed expenses;
8. For statutory penalties to the extent permitted by law, including those pursuant to the California Labor Code and IWC Wage Orders;
9. For injunctive relief as provided by the California Labor Code and California Business and Professions Code §§ 17200, *et seq.*;
10. For restitution as provided by California Business and Professions Code §§ 17200, *et seq.*;
11. For an order requiring Defendants to restore and disgorge all funds to each employee acquired by means of any act or practice declared by this Court to be unlawful, unfair or fraudulent and, therefore, constituting unfair competition under California Business and Professions Code §§ 17200, *et seq.*;
12. For an award of damages in the amount of unpaid compensation including, but not limited to, unpaid wages, benefits and penalties according to proof, including interest thereon;
13. For pre-judgment interest;
14. For reasonable attorney's fees and costs of suit to the extent permitted by law, including pursuant to California Code of Civil Procedure § 1021.5 and California Labor Code §§ 226(e) and 1194; and
15. For such other relief as the Court deems just and proper.

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Dated: September 29, 2021

AEGIS LAW FIRM, PC

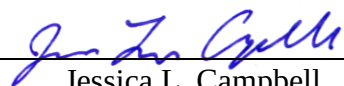
By: 
Jessica L. Campbell
Attorneys for Plaintiff

DEMAND FOR JURY TRIAL

Plaintiffs hereby demand a jury trial with respect to all issues triable of right by jury.

Dated: September 29, 2021

AEGIS LAW FIRM, PC

By: 
Jessica L. Campbell
Attorneys for Plaintiff