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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

ANNE MIDDLETON, as an individual on
behalf of herself and all other similarly situated
employees of Defendants,

Plaintiff,

v.

HOUSEHOLDER GROUP ESTATE AND
RETIREMENT SPECIALIST, LLC, a
Delaware limited liability company authorized
to do business in California; THE
HOUSEHOLDER GROUP, LP, an Arizona
limited partnership authorized to do business in
California; HOUSEHOLDER GROUP OF
COACHELLA VALLEY, LLC, a limited
liability company; LPL FINANCIAL, LLC, a
California limited liability company; and DOES
1 through 50, inclusive,

Defendants.

Case No.: CVRI2203570

CLASS AND INDIVIDUAL ACTION

[Cal. Code Civ. P. § 382]

- 1) FAILURE TO PROVIDE MEAL PERIODS (Labor Code §§ 226.7, 512, 1198)**
- 2) FAILURE TO PROVIDE REST PERIODS (Labor Code §§ 226.7, 1198)**
- 3) FAILURE TO PAY MINIMUM AND REGULAR WAGES (Labor Code §§ 1194, 1197, 1198)**
- 4) FAILURE TO PAY OVERTIME AND DOUBLE TIME WAGES (Labor Code §§ 510, 1194, 1198)**
- 5) FAILURE TO FURNISH ACCURATE ITEMIZED WAGE STATEMENTS (Labor Code § 226)**
- 6) FAILURE TO TIMELY PAY WAGES DUE DURING EMPLOYMENT (Labor Code §§ 204, 210)**
- 7) FAILURE TO TIMELY PAY ALL WAGES DUE AND OWING UPON SEPARATION OF EMPLOYMENT**

1 AND/OR THE REQUIRED WAITING
2 TIME PENALTIES (Labor Code §§ 201,
3 202, 203)

4 8) FAILURE TO REIMBURSE
5 NECESSARY BUSINESS EXPENSES
6 (Labor Code §§ 2802, 2804)

7 9) VIOLATION OF CALIFORNIA'S
8 UNFAIR COMPETITION LAW
9 (Business and Professions Code §§ 17200,
10 *et seq.*)

11 10) BREACH OF CONTRACT

12 11) CONVERSION

13 12) SOLICITATION BY
14 MISREPRESENTATION (Labor Code
15 §§ 970, 972)

16 13) FRAUD AND INTENTIONAL
17 MISREPRESENTATION

18 14) RETALIATION (Labor Code §§ 98.6,
19 1102.5)

20 15) WRONGFUL TERMINATION IN
21 VIOLATION OF PUBLIC POLICY

22 **REPRESENTATIVE ACTION**
23 [Lab. Code §§ 2698, *et seq.*]

24 16) VIOLATION OF THE PRIVATE
25 ATTORNEYS GENERAL ACT OF 2004
26 (Labor Code §§ 2698, *et seq.*)

27 Plaintiff ANNE MIDDLETON ("Plaintiff"), individually and on behalf of all other similarly
28 situated and/or aggrieved employees of HOUSEHOLDER GROUP ESTATE AND RETIREMENT
SPECIALIST, LLC; THE HOUSEHOLDER GROUP, LP; HOUSEHOLDER GROUP OF
COACHELLA VALLEY, LLC; LPL FINANCIAL, LLC; and DOES 1 THROUGH 50, inclusive,
("Defendants" or the "Defendant Householder Entities") alleges as follows:

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I.

INTRODUCTION

1. Plaintiff brings this class, representative, and individual action against Defendants for engaging in a pattern of wage and hour violations under the California Labor Code and the Industrial Welfare Commission (“IWC”) Wage Orders; on information and belief, IWC Wage Order No. 4-2001.

2. Plaintiff brings a representative action pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* (“PAGA”) against Defendants for engaging in a pattern of wage and hour violations under the California Labor Code and the applicable IWC Wage Order.

3. Plaintiff also brings individual claims against Defendants for breach of contract, conversion, solicitation by misrepresentation, fraud and intentional misrepresentation, retaliation, and wrongful termination in violation of public policy.

4. Plaintiff is informed and believes, and thereon alleges, that Defendants decreased their employment-related costs at their facilities in order to increase their level of productivity and profits by systematically violating California wage and hour laws and IWC Wage Orders and engaging in unlawful and unfair business practices.

5. Defendants have engaged in a systematic pattern of wage and hour abuse toward Plaintiff and other similarly situated employees by denying specific rights afforded to them under California law, including the California Labor Code and rules promulgated by the IWC Wage Orders, including, but not limited to:

- a. Failing to timely pay minimum and regular wages;
- b. Failing to timely pay overtime and double time wages;
- c. Failing to provide the opportunity for meal periods and/or timely pay premium wages for non-compliant meal periods;
- d. Failing to authorize and permit rest periods and/or timely pay premium wages;
- e. Failing to timely pay all earned wages, including commissions, during employment;
- f. Failing to timely pay all wages, including commissions, due and owing upon separation of employment and/or the required waiting time penalties;

- g. Failing to furnish accurate itemized wage statements;
- h. Failing to reimburse for necessary business expenses;
- i. Engaging in unlawful, unfair, and/or fraudulent business practices;
- j. Breaching their employment contracts; and
- k. Conversion of property.

6. Plaintiff brings this lawsuit seeking injunctive relief, declaratory judgment, restitution and monetary relief against Defendants, and each of them, on behalf of Plaintiff individually and on behalf of all similarly-situated and aggrieved employees to recover, among other things, unpaid wages and benefits, unreimbursed expenses, interest, penalties, liquidated damages, attorney's fees and costs pursuant to California Labor Code sections 98.6, 201, 202, 203, 204, 210, 218.5, 218.6, 221, 223, 224, 225.5, 226, 226.3, 226.7, 226.8, 510, 512, 558, 970, 972, 1102.5, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2698 et seq., 2750.5, 2775, 2802, 2804, 3353, California Business & Professions Code sections 17200, *et seq.*, California Civil Code sections 3289, 3300, and 3336, California Code of Civil Procedure section 1021.5, and the provisions of IWC Wage Order No. 4-2001.

7. Plaintiff reserves the right to name additional representatives throughout the State of California.

II.

PARTIES

8. Plaintiff is, and at all relevant times was, a resident of Palm Springs, California in the County of Riverside. At all relevant times, Plaintiff was employed by Defendants in Rancho Mirage, California in the County of Riverside.

9. Defendants' conduct, as herein alleged, occurred in the County of Riverside and in the State of California. Plaintiff is informed and believes and thereon alleges that Defendants are, and at all relevant times were, authorized to do business and do business in the State of California, and were employers as defined in and subject to the California Labor Code and IWC Wage Orders.

10. Householder Group Estate & Retirement Specialist LLC is a Delaware limited liability company, which was previously licensed to conduct business in California.

11. The Householder Group LP is an Arizona limited partnership licensed to conduct business

1 in California.

2 12. Householder Group of Coachella Valley LLC is an Arizona limited liability company.

3 13. LPL Financial LLC is a California limited liability company.

4 14. The true names and capacities of Does 1 through 50, inclusive, are unknown to Plaintiff at
5 this time, and Plaintiff therefore brings this complaint against such Doe Defendants under fictitious names.
6 Plaintiff is informed and believes, and thereon alleges, that each Defendant designated as a Doe is in some
7 manner highly responsible for the occurrences alleged herein, and that Plaintiff and other similarly situated
8 employees' injuries and damages, as alleged herein, were proximately caused by the conduct of such Doe
9 Defendants. Plaintiff will seek leave of the Court to amend this complaint to allege the true names and
10 capacities of such Doe Defendants if and when ascertained.

11 15. Together, the Defendant Householder Entities provide advice to California residents on
12 retirement planning, tax planning, estate planning, investments, and risk management. The Defendant
13 Householder Entities require their Financial Advisors to be registered representatives with and offer
14 securities through LPL Financial LLC.

15 16. At all relevant times, the Defendant Householder Entities employed Plaintiff and, on
16 information and belief, other similarly situated employees, and exercised control over their wages, hours,
17 and working conditions, and suffered or permitted them to work.

18 17. On information and belief, Defendants are and were responsible for the policies and/or
19 practices applicable to Plaintiff during her employment and applicable to other similarly situated
20 employees.

21 18. On information and belief, Defendants denied Plaintiff and other similarly situated and/or
22 aggrieved employees specific rights afforded to them under the Labor Code and the IWC Wage Orders.

23 19. Plaintiff was employed by Defendants in Rancho Mirage, California, and was subject to
24 various employment policies and/or practices implemented by Defendants for all of their facilities
25 throughout the State of California.

26 20. Furthermore, Plaintiff is an "aggrieved employee" within the meaning of Labor Code
27 section 2699(c) because she was employed by Defendants and suffered one or more of the violations
28 committed by Defendants.

21. Plaintiff is informed and believes that at all relevant times, Defendants, whether named or fictitious, were the agents, employees, or other persons acting on behalf of every other Defendant and, in participating in the acts alleged in this complaint, acted within the scope of such agency or employment, or ratified the acts of the other.

22. Each Defendant acted and/or ratified, 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 Defendant are legally attributable to the other Defendants.

23. Each Defendant, whether named or fictitious, was the alter ego of the other Defendants at all relevant times herein.

24. On information and belief, a unity of interest and ownership between each Defendant exists such that all Defendants acted as a single employer.

III.

JURISDICTION AND VENUE

25. This Court has subject matter jurisdiction to hear this case because Plaintiff is informed and believes that the monetary damages and restitution sought herein for Defendants' conduct exceeds the minimum jurisdictional limits of the Superior Court.

26. Venue as to each Defendant is proper in this Court because Defendants maintain offices, transact business, and/or have an agent in Riverside County, and Defendants are otherwise within this Court's jurisdiction for purposes of service of process. The unlawful acts alleged herein arose in Riverside County and have a direct effect on Plaintiff and other similarly situated employees within the State of California and within Riverside County. Defendants employ numerous individuals in Riverside County and throughout the State of California.

IV.

GENERAL ALLEGATIONS

27. Plaintiff was recruited by and subsequently performed work for all Defendants, individually and/or collectively, as a Financial Advisor (or Advisor) from approximately October 18, 2021, to January 24, 2022. Defendants categorized Plaintiff as an independent contractor.

28. It is Plaintiff's understanding and belief, based on discussions with Defendants' Chief

1 Operating Officer, Renee Farida, that Plaintiff was to be hired as the Vice President of Investments for
2 the Rancho Mirage facility and was to take over the Regional Vice President position held by an individual
3 named Judith Dolle, along with the Vice President of Financial Planning, Robert Valenzuela.

4 29. It was Plaintiff's understanding and belief based on her communications with the
5 Defendant Householder Entities that she would receive a \$90,000 base salary, plus 30% commissions, and
6 receive the top end of Ms. Dolle's business identified as \$500,001 and up.

7 30. Plaintiff was told by Ms. Farida that Plaintiff would not have to bring in new clients, as the
8 30% commission was "icing on the cake." It was also Plaintiff's understanding and belief that she would
9 be employed by Defendants for a minimum of five years.

10 31. As the Vice President of Investments, Plaintiff would be responsible for selling
11 Defendants' investment products and providing investment advice to Ms. Dolle's clients, and eventually
12 bring in her own clients.

13 32. Plaintiff was informed that she would not be required to transition her clients from her
14 previous employer and that she would have mentorship from Defendants.

15 33. Plaintiff was also informed that her schedule would be flexible to permit time for various
16 investment workshops and meetings with clients.

17 34. Based on these representations, Plaintiff resigned from her position with her previous
18 employer where, as a properly classified employee, she received a salary, commissions, and benefits,
19 including paid time off, medical, dental and vision insurance, and a 401(k) plan. In resigning from her
20 previous position in order to accept Defendants' offer, Plaintiff walked away from a performance bonus
21 of approximately \$30,000 she was to receive in the coming months.

22 35. The reality of Plaintiff's position, however, was vastly different than what she was
23 promised.

24 36. Plaintiff's and, on information and belief, other Financial Advisors' relationship with
25 Defendants was controlled by a "Service Level Agreement" entered into upon the commencement of
26 work.

27 37. According to the "Service Level Agreement" between Plaintiff and Defendants, Plaintiff
28 was not to be paid a \$90,000 base salary with an additional 30% in commissions, but was to earn 30% on

1 all Gross Revenues generated or would otherwise be paid a draw against her commissions of \$90,000 per
2 annum. Specifically, the Service Level Agreement states that “[a]ll Gross Revenues generated by or
3 through servicing new Client accounts will be paid at a rate of Thirty percent (30%).” Despite performing
4 work for Defendants, Plaintiff was not timely paid her wages for all work and commissions earned, in
5 violation of the Service Level Agreement. On at least two occasions, Plaintiff had to request payment
6 from Defendants after not being paid on the designated pay days. Furthermore, upon being terminated by
7 Defendants, Plaintiff was not immediately paid all earned wages and commissions owed, in violation of
8 the Service Level Agreement. To date, Plaintiff has still not received all of her earned wages and
9 commissions provided for by the Service Level Agreement. Defendants have therefore breached the
10 Service Level Agreement by failing to pay Plaintiff and, on information and belief, other Financial
11 Advisors all wages and commissions provided for by the Service Level Agreement.

12 38. The Service Level Agreement entered into by Plaintiff and, on information and belief, all
13 Financial Advisors also provides that each Financial Advisor “shall operate and have the status of an
14 independent contractor.” The Service Level Agreement also stated: “Advisor has the sole right to
15 determine the methods, details, and means of performing his or her services under this AGREEMENT,
16 and the order and sequence of completing his or her work tasks.” The Service Level Agreement went on
17 to state that the “Advisor has the right to perform services for others during the term of this Agreement...”
18 Defendants, however, breached the Service Level Agreement by having Plaintiff and other Financial
19 Advisors function as non-exempt employees. Defendants retained control and direction over the
20 performance of Financial Advisors’ work by controlling their work schedules, location of work, training
21 and education, work performance, and marketing, among other things, in breach of the Service Level
22 Agreement. At all times during her employment with Defendants, Plaintiff had no control over her
23 schedule or tasks. Plaintiff was required to work in the office from 8:00 a.m. to 4:30 p.m., and oftentimes
24 longer, at the request of Ms. Dolle. Plaintiff’s work was monitored and supervised by Ms. Dolle and Ms.
25 Farida. Plaintiff was instructed to keep track of her time on Defendants’ calendar through a program called
26 Redtail. Plaintiff was instructed by Defendants to partake in specialized training and education conducted
27 by Defendants, was required to use Defendants’ marketing strategies, and was to deliver financial services
28 in a designated area. Defendants set up social media profiles for Plaintiff using her company email address,

1 and required Plaintiff, through Defendants' marketing team to post various marketing items on social
2 media. Plaintiff was also charged an administrator fee on investment advisory fees. Defendants did not
3 permit Financial Advisors to independently engage in financial advising outside of their work with
4 Defendants, in violation of the Service Level Agreement. Defendants have therefore breached the Service
5 Level Agreement by failing to allow Plaintiff and, on information and belief, other Financial Advisors,
6 the ability to determine the methods and means of performing their services. Defendants instead retained
7 control and direction over the performance of the Financial Advisors, in breach of the Service Level
8 Agreement.

9 39. The Service Level Agreement entered into by Plaintiff and, on information and belief, other
10 Financial Advisors, provided that Defendants "will pay for business expenses of [Financial Advisors] that
11 are deemed to be necessary to conduct ordinary and legitimate business practices." While Plaintiff was
12 provided with a company email address and laptop computer, Defendants did not provide Plaintiff with a
13 dedicated telephone and instead instructed her to use her personal cell phone. Plaintiff was also required
14 to attend multiple events outside of her scheduled hours and had to use her personal vehicle to attend such
15 events. Defendants, however, did not provide any reimbursement for the use of Plaintiff's and other
16 Financial Advisors' personal cell phones and vehicles. Defendants have therefore breached the Service
17 Level Agreement by failing to reimburse Plaintiff and, on information and belief, Financial Advisors for
18 necessary business expenses.

19 40. The Service Level Agreement entered into by Plaintiff also stated that "[t]he term of this
20 AGREEMENT shall be for an initial period of five (5) years..." Plaintiff, however, was terminated after
21 approximately only four months of work with Defendants.

22 41. Plaintiff's licensing was ultimately transferred to Defendants. Prior to Plaintiff's licenses
23 being transferred, however, Plaintiff was instructed to solicit new clients and transfer her clients from her
24 previous employer to Defendants, contrary to what she had been told previously.

25 42. Plaintiff informed Defendants that their instructions for her to transfer her clients before
26 her licenses were transferred violated the law. As a result, Ms. Dolle expressed her dissatisfaction with
27 Plaintiff's position by, among other things, refusing to train and mentor Plaintiff or transition Ms. Dolle's
28 own clients to Plaintiff. In fact, Ms. Dolle yelled at Plaintiff that she did not have time for Plaintiff because

1 Ms. Dolle was “trying to run a business.” Ms. Dolle also reprimanded Plaintiff for not bringing over an
2 adequate number of clients, and ostracized Plaintiff in front of others in the office by exclaiming that
3 Plaintiff did not know how to do her job.

4 43. Furthermore, Plaintiff was not given the power to hire or fire employees.

5 44. Plaintiff was often scolded by Ms. Dolle for requesting the assistance of the administrative
6 assistant and/or other personnel. As a result, Plaintiff had to perform tasks such as washing dishes,
7 ordering and purchasing supplies, and stocking the restroom with toilet paper.

8 45. Despite performing work for Defendants, Plaintiff was not timely paid her wages for all
9 work performed and commissions earned. On at least two occasions, Plaintiff had to request payment from
10 Defendants after not being paid on the designated pay days.

11 46. Plaintiff attempted on several occasions to request a formal training and transition plan
12 from Ms. Dolle and Ms. Farida. Plaintiff was also compelled to attend an in-person meeting in Scottsdale,
13 Arizona with Scott Householder, the Founder and Chief Executive Officer of the Defendant Householder
14 Entities, wherein Plaintiff advised Mr. Householder of the promises made and her experience to the
15 contrary, and requested a formal training and transition schedule.

16 47. Following Plaintiff’s discussions with Mr. Householder, Regional Vice President, Jerry S.
17 Blakely, instructed Plaintiff not to return to the office but to continue working from home, rather than
18 attempting to remediate the issues. Plaintiff began working from home on or about December 17, 2021.

19 48. On January 24, 2022, Defendants notified Plaintiff via email that their relationship was
20 being terminated, and requested that Plaintiff return her company laptop. Plaintiff subsequently drove to
21 the Rancho Mirage facility location to return her laptop.

22 49. Plaintiff was not paid for any time she worked from December 15, 2021, through and
23 including January 24, 2022.

24 50. Despite being terminated by Defendants, Plaintiff was not immediately paid all of her
25 earned wages and commissions due at the time of her termination. To date, Plaintiff has not received all
26 of her earned wages and commissions.

27 51. Had Plaintiff known that the representations made by Defendants were false and that
28 Defendant had no intention of following through with their promises, Plaintiff would not have accepted a

1 position with Defendants.

2 52. Defendants engaged in a pattern of career-damaging actions against Plaintiff, such as
3 terminating their employment relationship with Plaintiff, refusing to return inquiries from Plaintiff related
4 to her working capital loan from LPL Financial LLC, and refusing to respond to inquiries from prospective
5 employers.

6 53. All policies and/or practices of Defendants applicable to Plaintiff were also applicable to
7 all other Financial Advisors throughout the relevant time period. Plaintiff further contends, based on
8 information and belief, that she and all other Financial Advisors suffered, and will continue to suffer, the
9 same or similar violations of law described herein. Furthermore, Plaintiff contends that Defendants are
10 jointly and severally liable for the claims asserted herein, because at all relevant times, Defendants
11 exercised control over the wages, hours and working conditions of all Financial Advisors, including
12 Plaintiff.

13 54. Defendants willfully misclassified Plaintiff and other Financial Advisors as independent
14 contractors. As a direct result of Defendants' scheme of purposefully misclassifying Plaintiff and other
15 Financial Advisors as independent contractors, Defendants denied, and continue to deny, Plaintiff and
16 other Financial Advisors the specific rights afforded to them under the Labor Code and IWC Wage Order
17 No. 4-2001. Specifically, Defendants failed, and continue to fail, to timely pay all minimum, regular,
18 overtime, and/or double time wages to Financial Advisors, including Plaintiff; failed, and continue to fail,
19 to timely pay all earned wages, including commissions, during employment; failed, and continue to fail,
20 to provide Plaintiff and other Financial Advisors with meal and rest periods and/or timely pay them
21 premium wages; failed to timely pay Plaintiff and other former Financial Advisors all wages, including
22 commissions, due and owing upon separation of employment and/or pay the required waiting time
23 penalties; unlawfully deducted wages from Financial Advisors; secretly underpaid wages; failed, and
24 continue to fail, to provide all Financial Advisors, including Plaintiff, with accurate itemized wage
25 statements; failed, and continue to fail, to maintain accurate employment records; failed, and continue to
26 fail, to reimburse Plaintiff and other Financial Advisors for necessary business expenses; fraudulently
27 induced Plaintiff and other Financial Advisors of the kind, character, or existence of work, the length of
28 time the work will last, and the compensation for the work performed; engaged in unlawful retaliation;

1 breached an employment contract; committed conversion; committed fraud and intentional
2 misrepresentation; and wrongfully terminated Plaintiff in violation of public policy.

3 55. Defendants have a policy and practice of willfully misclassifying Financial Advisors,
4 including Plaintiff, as independent contractors. Pursuant to Defendants' "Service Level Agreement,"
5 Plaintiff and other Financial Advisors are classified as independent contractors and are not employees of
6 Defendants. However, Defendants retain control and direction over the performance of Financial
7 Advisors' work. For instance, Defendants primarily controlled when, where, and how Financial Advisors
8 performed their work. Defendants provided Financial Advisors with a workspace, company email address,
9 and computer. Specifically, Plaintiff and other Financial Advisors had a set schedule, were to perform
10 their work at a specific office location, were to only offer and sell "approved product[s]," were to use
11 Defendants' "marketing strategies and sales systems," and were to participate in "unique, specialized, and
12 proprietary education and training." Defendants required Financial Advisors to hold or otherwise obtain
13 various licenses. Financial Advisors, such as Plaintiff, reported to and were under the supervision of
14 Defendants including, but not limited to, the Chief Operating Officer, Chief Compliance Officer, and the
15 Regional Vice Presidents.

16 56. Moreover, Plaintiff and other Financial Advisors did not perform work that was outside
17 the usual course of Defendants' business, as Defendants provide financial services, including retirement,
18 tax and estate planning, investment, and risk management strategies. Plaintiff and, on information and
19 belief, other Financial Advisors are believed to rely solely on the work of Defendants and are not
20 customarily engaged in the business of financial advising independently from the work performed by
21 Defendants. Further, the Service Level Agreement includes a "Non-Solicitation and Non-Competition"
22 clause, which prohibits Financial Advisors from soliciting or accepting business from any client or
23 prospective client of Defendants.

24 57. Thus, among other things, the level of control retained by Defendants over Financial
25 Advisors establishes an employer-employee relationship. Plaintiff and Financial Advisors were engaged
26 in the distinct occupation or business of selling Defendants' investment products and providing investment
27 advice. Defendants provided all instrumentalities and tools necessary to complete the work, and provided
28 the place of work for Plaintiff and other Financial Advisors. Plaintiff's Service Level Agreement identified

1 a contractual period of five years, and indicated that she would be paid per annum, and not on a piece rate
2 basis per job. All work performed was within the usual course of Defendants' business, and Financial
3 Advisors were not permitted to independently engage in the business of financial advising. Based on these
4 factors, there is a clear employer-employee relationship between Defendants and Financial Advisors,
5 including Plaintiff. Defendants' policy and/or practice of classifying Financial Advisors as "independent
6 contractors" is therefore in violation of California law.

7 58. Defendants have a policy and practice of not timely paying Financial Advisors all
8 minimum, regular, overtime, and/or double time wages for all time actually worked or spent under the
9 control of Defendants on the day designated in advance as the regular pay day, and/or secretly underpaying
10 Plaintiff and Financial Advisors. Plaintiff and other Financial Advisors were to be paid on a draw against
11 commissions on all Gross Revenues generated by or through servicing new or existing client accounts on
12 the specific dates designated in advance by Defendants. Financial Advisors earned a percentage of all
13 Gross Revenues generated by or through servicing new client accounts. However, Defendants did not
14 timely pay the draw to Financial Advisors, such as Plaintiff, on the dates designated in advance by
15 Defendants. On at least two occasions, Plaintiff had to request her payment from Defendants. Plaintiff
16 also was not paid for any work performed after December 15, 2021 despite performing work for
17 Defendants through January 24, 2022. Further, Plaintiff and other Financial Advisors did not earn at least
18 minimum wages for all hours worked or spent under the control of Defendants. In addition, Defendants
19 failed to separately compensate Financial Advisors, including Plaintiff, at least minimum wages for time
20 spent taking rest periods. Furthermore, Plaintiff and, on information and belief, other Financial Advisors
21 regularly worked in excess of eight hours and/or twelve hours in a workday and/or forty hours in a
22 workweek, but were not paid any overtime or double time wages. Thus, Plaintiff contends that she and
23 other Financial Advisors were not timely paid all minimum, regular, overtime, and/or double time wages
24 for all hours worked or spent under the control of Defendants, in violation of California law.

25 59. Defendants have a policy and practice of failing to timely pay all earned commissions.
26 Financial Advisors, including Plaintiff, were to be paid a percentage of all Gross Revenues generated by
27 and through servicing new client accounts once Defendants received all fees and completely processed
28 the fees. However, throughout Plaintiff's and Financial Advisors' employment, Defendants failed to

1 timely pay all commissions after the commissions had been earned by the Financial Advisor. For instance,
2 despite bringing over twenty clients, Plaintiff was not paid, and has yet to be paid, any earned
3 commissions.

4 60. Defendants have a policy and practice of not providing Financial Advisors, including
5 Plaintiff, with the opportunity to take thirty-minute, off-duty, uninterrupted meal periods that were free
6 from Defendants' control when they worked more than six hours in a day. Plaintiff also alleges that
7 Defendants have a policy and/or practice of not providing Plaintiff and other Financial Advisors with the
8 opportunity to take a second thirty-minute, off-duty, uninterrupted meal period that was free from
9 Defendants' control when they worked more than ten hours in a day. Plaintiff asserts that Defendants did
10 not have a written meal period policy that was applicable to Financial Advisors. Plaintiff further contends
11 that she and other Financial Advisors were not provided with the opportunity to take lawful meal periods
12 because Defendants require Financial Advisors to "pound the phone" to bring in new business, engage in
13 training and education related to Defendants' services and products, and engage in marketing efforts.

14 61. For the same reasons, Plaintiff and other Financial Advisors were not authorized or
15 permitted by Defendants to take an off-duty, uninterrupted, ten-minute rest period for every four hours
16 worked or major fraction thereof. Thus, Plaintiff contends that she and other Financial Advisors were
17 never provided with a legally compliant rest period.

18 62. Although Financial Advisors, including Plaintiff, did not receive legally compliant meal
19 and rest periods, Plaintiff and, on information and belief, other Financial Advisors did not receive premium
20 wages equivalent to an additional hour of pay at their regular rate of pay for each day they were not
21 provided a compliant meal or rest period.

22 63. Defendants have a policy and/or practice of not timely paying former Financial Advisors,
23 such as Plaintiff, all wages due and owing upon separation of employment and/or the required waiting
24 time penalties for the late payment of wages. For instance, Plaintiff contends that despite the termination
25 of her relationship with Defendants on or around January 24, 2022, she was not immediately paid all of
26 her wages due and owing including, but not limited to, unpaid minimum, regular, overtime, double time,
27 commissions, and/or premium wages. Plaintiff also contends that, to date, she has not received all wages
28 owed nor the required waiting time penalties. Plaintiff further contends, based on information and belief,

1 that other former Financial Advisors were not timely paid all wages due and owing upon separation of
2 employment and/or the required waiting time penalties.

3 64. Defendants have a policy and/or practice of unlawfully deducting wages to be paid to
4 Financial Advisors. For instance, the “Service Level Agreement” states that Defendants will charge
5 Financial Advisors an “administration fee” on earned commissions. The “Service Level Agreement” also
6 states that it will retain earned commissions and wages to offset amounts owed to Defendants. These
7 deductions constitute unlawful deductions from earned wages because the deductions are for the sole
8 benefit of Defendants by allowing Defendants to pass business-related expenses on to the Financial
9 Advisors.

10 65. Defendants have a policy and/or practice of not furnishing Financial Advisors, including
11 Plaintiff, with wage statements. For instance, Defendants did not furnish Plaintiff and, on information and
12 belief, other Financial Advisors with an itemized wage statement at the time of each payment of wages.
13 As a result, Plaintiff and other Financial Advisors did not receive wage statements reflecting the
14 information required by California law including, but not limited to, the total hours worked by the
15 employee, all applicable hourly rates in effect during the pay period and the corresponding number of
16 hours worked at each hourly rate by the employee, the gross wages earned, the net wages earned, all
17 deductions, and the pay period information for each wage statement. Due to Defendants’ failure to furnish
18 wage statements, Plaintiff and other Financial Advisors were unable to promptly and easily determine, for
19 example, the gross and net wages earned during the pay period, and all deductions made from the gross
20 wages during the pay period.

21 66. Defendants have a policy and practice of not maintaining accurate employment records.
22 The illegal policies and practices, such as those described herein, including Defendants’ failure to record
23 all hours worked and failure to furnish wage statements, have resulted in Defendants’ failure to maintain
24 accurate records reflecting Financial Advisors’ actual time worked and actual wages and commissions
25 earned and paid, among other things, in violation of California law.

26 67. Defendants have a policy and practice of failing to reimburse Financial Advisors for
27 necessary business expenses incurred in the discharge of their duties. For instance, Plaintiff was not
28 provided with a company phone and was instead instructed to use her personal cell phone to make work-

1 related phone calls. Plaintiff also had to use her personal vehicle to travel to various work events. Despite
2 incurring expenses, such as costs related to cell phone usage and mileage, Defendants failed to reimburse
3 Plaintiff and other Financial Advisors for necessary business expenses.

4 68. Defendants have a policy and practice of soliciting employment by misrepresentation. For
5 instance, Defendants promised Plaintiff that she was to be hired as the Vice President of Investments for
6 the Rancho Mirage location and was to take over the Regional Vice President position held by Judith
7 Dolle, along with the Vice President of Financial Planning, Robert Valenzuela. However, Ms. Dolle
8 refused to provide Plaintiff with access to her clients and transition the practice. Defendants also
9 represented that Plaintiff would receive a \$90,000 base salary, plus 30% commissions. However, the
10 “Service Level Agreement” provided to Plaintiff states that her compensation is on a commission basis,
11 where she earns 30% on all Gross Revenues generated or will otherwise be paid a draw against her
12 commissions of \$90,000 per annum. Defendants promised Plaintiff mentorship and flexibility, but the
13 reality was that Plaintiff was treated with repudiation and given a rigid schedule. Defendants promised
14 Plaintiff that she would not have to transition her clients from her previous employer. However, upon
15 being hired, Plaintiff was instructed to solicit her clients from her previous employer. Defendants also
16 promised Plaintiff that the position would be for a minimum of five years, but Defendants terminated their
17 relationship with Plaintiff after only a few months. Defendants knew at the time of making the promises
18 to Plaintiff that they were false and that Defendants had no intention of fulfilling the promises made.
19 Defendants availed themselves of Plaintiff’s skill, ability, time, and experience. As a result of the false
20 representations made by Defendants Plaintiff resigned from her position with her previous employer
21 where she had health insurance benefits, paid time off, and a 401(k) plan, and declined other job
22 opportunities by joining Defendants.

23 69. Defendants have a policy and practice of retaliating against Financial Advisors, such as
24 Plaintiff, who exercise their right to report unpaid wages, to report workplace harassment and misconduct,
25 and to report unlawful conduct. For instance, after Plaintiff reported that she was not being timely paid
26 her wages and requested payment and refused to solicit clients when her licenses were not held by
27 Defendants, they engaged in retaliatory conduct against Plaintiff by terminating her relationship, refusing
28 to return inquiries from Plaintiff related to her working capital loan from LPL Financial LLC, and refusing

1 to respond to inquiries from prospective employers. Following a request for personnel and related records
2 by her counsel, Defendants further retaliated against Plaintiff by demanding compensatory damages,
3 treble damages, prejudgment interest, and attorney fees from Plaintiff instead of simply providing the
4 requested records.

5 70. Defendants have engaged in unfair business practices in California, and willingly and
6 knowingly employed the patterns and practices alleged in this complaint in violation of Business and
7 Professions Code sections 17200, *et seq.*

8 **V.**

9 **CLASS ACTION DESIGNATION**

10 71. Plaintiff brings this class action pursuant to California Code of Civil Procedure section 382
11 on behalf of all persons similarly affected by Defendants' violations of the Labor Code.

12 72. The putative class Plaintiff seeks to represent is defined as follows:

13 The Financial Advisor Class: "All individuals who currently or formerly
14 performed work for Defendants, individually and/or collectively, as a
15 Financial Advisor or Advisor in California during the relevant time period
(referred to as "Financial Advisors")."

16 73. Plaintiff also seeks to represent the following subclass:

17 The Waiting Time Penalties Subclass: "All members of the Financial
18 Advisor Class whose employment ended at any time from three years prior
to the filing of the complaint through the present."

19 74. Plaintiff reserves the right under Rule 3.765(b) of the California Rules of Court to modify
20 the Class descriptions with greater specificity or further division into subclasses or limitation to particular
21 issues.

22 75. Plaintiff seeks to recover on behalf of the Class and Subclass all remedies available to the
23 extent permitted by law, including, but not limited to, wages, damages, penalties, interest, attorney's fees,
24 costs, any other monies due and owing, and injunctive relief.

25 76. This case is appropriately suited for a class action pursuant to Section 382 of the California
26 Code of Civil Procedure because the following requirements are met:

27 a. Numerosity: The potential Class as defined is significant in size because Plaintiff
28 is informed and believes and thereon alleges that at all relevant times Defendants

employed numerous similarly situated current and former Financial Advisors and/or Advisors who were subject to Defendants' uniform and common wage and hour policies and practices, and the unlawful employment policies and practices alleged herein. Based on the size of the potential Class, joinder of all employees individually would be impractical.

b. Commonality: This action involves questions of law and fact common to the potential Class because the action involves Defendants' systematic course of illegal conduct with respect to violations of the California Labor Code and IWC Wage Order No. 4-2001 and implementing company-wide policies and/or practices which were uniformly applied to all members within the Class. These questions include, but are not limited to:

- i. Whether Defendants failed to permit Financial Advisors to take a duty-free, thirty-minute meal period before the commencement of the sixth hour of work;
- ii. Whether Defendants failed to permit Financial Advisors to take a second duty-free, thirty-minute meal period before the commencement of the eleventh hour of work;
- iii. Whether Defendants failed to permit Financial Advisors to take off-duty rest periods of at least ten minutes for every four hours worked, or major fraction thereof;
- iv. Whether Defendants failed to pay one additional hour of pay at the employees' regular rate of compensation to Financial Advisors when they were not provided with compliant and timely meal and rest periods;
- v. Whether Defendants failed to pay Financial Advisors at least minimum and/or all regular wages owed for all hours or fractions of an hour worked and/or under the control of Defendants;
- vi. Whether Defendants failed to pay Financial Advisors all overtime and double time wages for all applicable hours and/or fractions of hours worked

- 1 or under the control of Defendants;
- 2 vii. Whether Defendants failed to provide Financial Advisors with accurate
- 3 itemized wage statements showing, among other things, the correct number
- 4 of hours worked and the correct amount of gross and net wages earned, and
- 5 all applicable hourly rates and the corresponding number of hours worked
- 6 at each rate;
- 7 viii. Whether Defendants failed to timely pay Financial Advisors all earned
- 8 wages, including commissions, during employment;
- 9 ix. Whether Defendants failed to pay members of the Waiting Time Penalties
- 10 Subclass all wages, including commissions, due and owing upon separation
- 11 of employment and/or the required waiting time penalties;
- 12 x. Whether Defendants failed to indemnify Financial Advisors for necessary
- 13 business expenses incurred in direct consequence of the discharge of their
- 14 duties;
- 15 xi. Whether Defendants breached the terms of the contracts entered into with
- 16 Financial Advisors by not paying all wages on the designated pay days,
- 17 among other things; and
- 18 xii. Whether Defendants intentionally took possession of the wages earned by
- 19 Financial Advisors and prevented them from having access to the wages.
- 20 c. Typicality: Plaintiff's claims are typical of the claims of the Class because Plaintiff
- 21 was subjected to the same violations of her rights under California law and seeks
- 22 the same type of damages, restitution, and other relief on the same theories and
- 23 legal grounds as those of the Class Members she seeks to represent. Plaintiff is a
- 24 member of the Class she seeks to represent.
- 25 d. Adequacy of Representation: Plaintiff is able to fairly and adequately represent the
- 26 interests of all members of the potential Class because it is in her best interest to
- 27 prosecute the claims alleged herein to obtain full compensation due to her and the
- 28 Class for all back pay, benefits, and other relief afforded under the Labor Code and

IWC Wage Orders. Plaintiff's interests are not in conflict with those of the putative Class Members. Plaintiff's counsel are competent and experienced in litigating employment law class actions and other complex litigation matters, including wage and hour cases such as this.

- e. Superiority of Class Action: Class treatment is appropriate because a class action is superior to other available means for the fair and efficient adjudication of these claims. Each putative class member has been damaged and is entitled to recover by reasons of Defendants' illegal policies and/or practices as alleged herein. Class action treatment will allow those similarly situated persons to litigate their claims in the manner that is most efficient and economical for the parties and the judicial system.

VI.

THE LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004 ("PAGA")

REPRESENTATIVE ACTION DESIGNATION

77. The causes of action alleged herein are appropriately suited for a Labor Code Private Attorneys General Act of 2004 ("PAGA") representative action for the following reasons.

78. Pursuant to Labor Code section 2699(a), any provision of the Labor Code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency ("LWDA") or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of the Labor Code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and all other current and/or former employees pursuant to the procedures specified in section 2699.

79. This action involves allegations of violations of provisions of the Labor Code that provide for a civil penalty to be assessed and collected by the California Labor and Workforce Development Agency ("LWDA") or any departments, divisions, commissions, boards, agencies, or employees, or for which a penalty is provided under Labor Code section 2699(f).

80. Plaintiff is an aggrieved employee because she was employed by the alleged violators and had one or more of the alleged violations committed against her.

81. Plaintiff intends to seek PAGA penalties in a representative capacity on behalf of all aggrieved employees of Defendants against whom one or more of the alleged violations was committed and on behalf of the State of California.

82. On April 25, 2022, Plaintiff satisfied the procedural requirements of Labor Code section 2699.3 by serving the LWDA electronically and Defendants through their agents for service of process via Certified Mail with her notice for wage and hour violations and penalties, including the facts and theories to support each violation. A true and correct copy of Plaintiff's notice and proof of service is attached as **Exhibit A**.

83. More than sixty-five days have passed since Plaintiff served notice via Certified Mail to the LWDA and to Defendants. Plaintiff satisfied all of the administrative requirements to pursue civil penalties against Defendants pursuant to Labor Code section 2698 et seq.

84. Plaintiff files this action pursuant to Labor Code section 2699(a) and (f) on behalf of herself and all other aggrieved employees of Defendants to recover civil penalties.

85. Plaintiff seeks to recover all applicable civil penalties under PAGA on behalf of herself and all other aggrieved employees of Defendants in California.

VII.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

FAILURE TO PROVIDE MEAL PERIODS

(Violation of Labor Code §§ 226.7, 512, 1198, and Section 11 of IWC Wage Order 4-2001)

(By Plaintiff individually and on behalf of the Financial Advisor Class against all Defendants)

86. Plaintiff re-alleges and incorporates by reference the allegations contained in the paragraphs above, as though fully set forth herein.

87. Plaintiff and similarly situated Financial Advisors are and/or were "non-exempt" employees of Defendants in the State of California within the meaning of the Labor Code and IWC Wage Order 4-2001.

88. Plaintiff and, on information and belief, other Financial Advisors were misclassified as independent contractors when they should have been classified as "non-exempt" employees of Defendants

1 within the meaning of the Labor Code and IWC Wage Order 4-2001.

2 89. Labor Code section 226.7(a) provides: “No employer shall require any employee to work
3 during any meal or rest period mandated by an applicable order of the Industrial Welfare Commission.”

4 90. Labor Code section 512(a) provides: “An employer may not employ an employee for a
5 work period of more than five hours per day without providing the employee with a meal period of not
6 less than 30 minutes,” and “may not employ an employee for a work period of more than 10 hours without
7 providing the employee with a second meal period of not less than 30 minutes.”

8 91. Labor Code section 1198 states:

9 The maximum hours of work and the standard conditions of labor fixed by
10 the commission shall be the maximum hours of work and the standard
11 conditions of labor for employees. The employment of any employee for
12 longer hours than those fixed by the order or under conditions of labor
13 prohibited by the order is unlawful.

14 92. IWC Wage Order 4-2001 section 11(A) states:

15 No employer shall employ any person for a work period of more than five
16 (5) hours without a meal period of not less than 30 minutes, except that
17 when a work period of not more than six (6) hours will complete the day’s
18 work the meal period may be waived by mutual consent of the employer
19 and the employee. Unless the employee is relieved of all duty during a 30
20 minute meal period, the meal period shall be considered an ‘on duty’ meal
21 period and counted as time worked. An ‘on duty’ meal period shall be
22 permitted only when the nature of the work prevents an employee from
23 being relieved of all duty and when by written agreement between the
24 parties an on-the-job meal period is agreed to. The written agreement shall
25 state that the employee may, in writing, revoke the agreement at any time.

26 93. IWC Wage Order 4-2001 section 11(B) goes on to state: “If an employer fails to provide
27 an employee a meal period in accordance with the applicable provisions of this order, the employer shall
28 pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each workday
that the meal period is not provided.”

94. Plaintiff and similarly situated Financial Advisors regularly worked in excess of five hours
a day without being provided a meal period before the end of the fifth hour of work, and regularly worked
in excess of ten hours a day without being provided a second meal period before the end of the tenth hour
of work, as required by Labor Code sections 226.7(a) and 512(a) and IWC Wage Order 4-2001 section
11.

95. Defendants did not have a written meal period policy that applied to Financial Advisors. Further, Plaintiff and other Financial Advisors were not provided with the opportunity to take lawful meal periods because Defendants had and have a policy and/or practice of requiring Financial Advisors to “pound the phone” and bring in new business, engage in training and education related to Defendants’ services and products, and engage in marketing efforts, including during meal periods.

96. Furthermore, due to Defendants’ misclassification of Plaintiff and similarly situated employees as independent contractors, Defendants did not provide them with the opportunity to take meal periods.

97. Because Defendants failed to provide proper and timely meal periods, they are liable to Plaintiff and the Financial Advisor Class for one hour of additional premium pay at the regular rate of compensation for each workday that the proper and timely meal periods were not provided, pursuant to Labor Code section 226.7 and IWC Wage Order 4-2001 section 11(B).

98. Defendants have failed thus far to pay Plaintiff and the Financial Advisor Class all the premium compensation mandated by Labor Code section 226.7 and IWC Wage Order 4-2001 section 11(B) for untimely, missed, and non-compliant meal periods.

99. Labor Code section 218.5 states:

In any action brought for the nonpayment of wages...the court shall award reasonable attorney’s fees and costs to the prevailing party if any party to the action requests attorney’s fees and costs upon the initiation of the action. However, if the prevailing party in the court action is not an employee, attorney’s fees and costs shall be awarded pursuant to this action only if the court finds that the employee brought the court action in bad faith.

100. As a direct result of Defendants’ violations alleged herein, Plaintiff and Financial Advisors have suffered and continue to suffer substantial losses related to the use and enjoyment of such wages, including lost interest on such monies and expenses, and attorney’s fees in seeking to compel Defendants to fully perform their obligations under state law, all to their respective damage in amounts according to proof at trial and within the jurisdictional limitations of this Court.

101. Plaintiff seeks to recover in a civil action the unpaid balance of the full amount of the unpaid wages resulting from Defendants’ meal period violations including interest thereon, reasonable attorney’s fees and costs of suit, and penalties to the fullest extent permissible including those permitted

pursuant to Labor Code section 218.5, 218.6, 226.7, 512, 1198, and Code of Civil Procedure section 1021.5.

WHEREFORE, Plaintiff prays for relief as hereinafter requested.

SECOND CAUSE OF ACTION

FAILURE TO PROVIDE REST PERIODS

(Violation of Labor Code §§ 226.7, 1198, and Section 12 of IWC Wage Order 4-2001)

(By Plaintiff individually and on behalf of the Financial Advisor Class against all Defendants)

102. Plaintiff re-alleges and incorporates by reference the allegations contained in the paragraphs above, as though fully set forth herein.

103. Plaintiff and similarly situated Financial Advisors are and/or were “non-exempt” employees of Defendants in the State of California within the meaning of the Labor Code and IWC Wage Order 4-2001.

104. Plaintiff and, on information and belief, other Financial Advisors were misclassified as independent contractors when they should have been classified as “non-exempt” employees of Defendants within the meaning of the Labor Code and IWC Wage Order 4-2001.

105. Labor Code section 226.7 requires employers, including Defendants, to provide to their employees, including Plaintiff, paid rest periods as mandated by the IWC Wage Orders.

106. Labor Code section 1198 states:

The maximum hours of work and the standard conditions of labor 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.

107. IWC Wage Order 4-2001 section 12(A) 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. 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. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3½) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.

1 108. IWC Wage Order 4-2001 section 12(B) goes on to state: “If an employer fails to provide
2 an employee a rest period in accordance with the applicable provisions of this order, the employer shall
3 pay the employee one hour of pay at the employee’s regular rate of compensation for each workday that
4 the rest period is not provided.”

5 109. Plaintiff and similarly situated Financial Advisors were not authorized and permitted to
6 take compliant rest periods because Defendants did not have a written rest period policy that applied to
7 Financial Advisors, and because Defendants had and have a policy and/or practice of requiring Financial
8 Advisors to “pound the phone” and bring in new business, engage in training and education related to
9 Defendants’ services and products, and engage in marketing efforts, including during rest periods.

10 110. Furthermore, due to Defendants’ misclassification of Plaintiff and other similarly situated
11 employees as independent contractors, Defendants did not provide Plaintiff and other similarly situated
12 Financial Advisors with rest breaks.

13 111. Pursuant to Labor Code section 226.7(b) and the applicable IWC Wage Order, Defendants
14 shall pay Plaintiff and Financial Advisors one additional hour of pay at their regular rate of compensation
15 for each day that rest periods were not authorized and permitted.

16 112. Through Defendants’ conduct during the applicable statutory period, including the conduct
17 alleged herein, Defendants violated Labor Code sections 226.7 and 1198 and the applicable IWC Wage
18 Order when they failed to authorize and permit full ten-minute, uninterrupted, duty-free rest periods for
19 every four hours worked (or major fraction thereof), including during work periods in excess of three and
20 a half consecutive hours, to Plaintiff and the Financial Advisor Class.

21 113. Defendants failed to pay to Plaintiff and Financial Advisors the rest period premium wages
22 required under Labor Code section 226.7.

23 114. Labor Code section 218.5 states:

24 In any action brought for the nonpayment of wages...the court shall award
25 reasonable attorney’s fees and costs to the prevailing party if any party to
26 the action requests attorney’s fees and costs upon the initiation of the action.
27 However, if the prevailing party in the court action is not an employee,
28 attorney’s fees and costs shall be awarded pursuant to this action only if the
29 court finds that the employee brought the court action in bad faith.

115. As a direct result, Plaintiff and the Financial Advisor Class have suffered substantial losses

1 related to the use and enjoyment of such wages, including lost interest on such monies and expenses and
2 attorney's fees in seeking to compel Defendants to fully perform their obligations under state law, all to
3 their respective damage in amounts according to proof at trial and within the jurisdictional limitations of
4 this Court.

5 116. Pursuant to the Labor Code, Plaintiff seeks to recover in a civil action the unpaid balance
6 of the full amount of the unpaid wages including interest thereon, reasonable attorney's fees and costs of
7 suit to the fullest extent permissible including those permitted pursuant to Labor Code sections 218.5,
8 218.6, 226.7, 1198, and Code of Civil Procedure section 1021.5.

9 WHEREFORE, Plaintiff prays for relief as hereinafter requested.

10 **THIRD CAUSE OF ACTION**

11 **FAILURE TO PAY MINIMUM AND REGULAR WAGES**

12 **(Violation of Labor Code §§ 1194, 1197, 1198, and Section 4 of IWC Wage Order 4-2001)**

13 **(By Plaintiff individually and on behalf of the Financial Advisor Class against all Defendants)**

14 117. Plaintiff re-alleges and incorporates by reference the allegations contained in the
15 paragraphs above, as though fully set forth herein.

16 118. Plaintiff and similarly situated Financial Advisors are/were "non-exempt" employees of
17 Defendants in the State of California within the meaning of the Labor Code and IWC Wage Order 4-2001.

18 119. Plaintiff and, on information and belief, other Financial Advisors were misclassified as
19 independent contractors when they should have been classified as "non-exempt" employees of Defendants
20 within the meaning of the Labor Code and IWC Wage Order 4-2001.

21 120. Labor Code section 1197 states: "The minimum wage for employees fixed by the
22 commission or by any applicable state or local law, is the minimum wage to be paid to employees, and
23 the payment of a lower wage than the minimum so fixed is unlawful."

24 121. Labor Code section 1198 states:

25 The maximum hours of work and the standard conditions of labor fixed by
26 the commission shall be the maximum hours of work and the standard
27 conditions of labor for employees. The employment of any employee for
28 longer hours than those fixed by the order or under conditions of labor
prohibited by the order is unlawful.

122. IWC Wage Order 4-2001 section 4 provides that an employer may not pay employees less than the applicable minimum wage for all hours worked. “Hours worked” is defined as “the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.”

123. Defendants violated Labor Code sections 1197 and 1198 by having a policy and/or practice of not timely paying Plaintiff and Financial Advisors all minimum and regular wages for all time actually worked or spent under the control of Defendants on the day designated in advance as the regular pay day. Plaintiff and Financial Advisors were to be paid on a draw against commissions on all Gross Revenues generated by or through servicing new or existing client accounts on the specific dates designated in advance by Defendants. Financial Advisors earned a percentage of all Gross Revenues generated by or through servicing new client accounts. Defendants, however, did not timely pay the draw to Plaintiff and Financial Advisors on the dates designated in advance by Defendants. For instance, on at least two occasions, Plaintiff had to request her payment from Defendants.

124. Plaintiff was also not paid for any work performed after December 15, 2021 and through January 24, 2022, despite performing work for Defendants.

125. Due to Defendants’ misclassification of Plaintiff and Financial Advisors as independent contractors, Defendants did not pay Plaintiff and Financial Advisors at least minimum wage for all hours worked or spent under the control of Defendants.

126. Labor Code section 1194 states:

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.

127. Labor Code section 1194.2 states:

In any action under Section 98, 1193.6, 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.

1 128. Labor Code section 218.5 states:

2 In any action brought for the nonpayment of wages...the court shall award
3 reasonable attorney's fees and costs to the prevailing party if any party to
4 the action requests attorney's fees and costs upon the initiation of the action.
5 However, if the prevailing party in the court action is not an employee,
6 attorney's fees and costs shall be awarded pursuant to this action only if the
7 court finds that the employee brought the court action in bad faith.

8 129. As a direct result of Defendants' violations alleged herein, Plaintiff and the Financial
9 Advisor Class have suffered substantial losses related to the use and enjoyment of such wages, including
10 lost interest on such monies and expenses, and attorney's fees in seeking to compel Defendants to fully
11 perform their obligations under state law, all to their respective damage in amounts according to proof at
12 trial and within the jurisdictional limitations of this Court.

13 130. Plaintiff seeks to recover in a civil action the unpaid balance of the full amount of the
14 unpaid wages resulting from Defendants' minimum wage violations including interest thereon, reasonable
15 attorney's fees and costs of suit, penalties, and liquidated damages to the fullest extent permissible
16 including those permitted pursuant to Labor Code sections 218.5, 218.6, 1194, 1194.2, 1197, 1198, and
17 Code of Civil Procedure section 1021.5.

18 WHEREFORE, Plaintiff prays for relief as hereinafter requested.

19 **FOURTH CAUSE OF ACTION**

20 **FAILURE TO PAY OVERTIME AND DOUBLE TIME WAGES**

21 **(Violation of Labor Code §§ 510, 1194, 1198, and Section 3 of IWC Wage Order 4-2001)**

22 **(By Plaintiff individually and on behalf of the Financial Advisor Class against all Defendants)**

23 131. Plaintiff re-alleges and incorporates by reference the allegations contained in the
24 paragraphs above, as though fully set forth herein.

25 132. Plaintiff and similarly situated Financial Advisors are and/or were "non-exempt"
26 employees of Defendants in the State of California within the meaning of the Labor Code and IWC Wage
27 Order 4-2001.

28 133. Plaintiff and, on information and belief, other Financial Advisors were misclassified as
independent contractors when they should have been classified as "non-exempt" employees of Defendants
within the meaning of the Labor Code and IWC Wage Order 4-2001.

134. Labor Code section 510 provides in pertinent part:

Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.

135. Labor Code section 1194 states in pertinent part:

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.

136. Labor Code section 1198 states in pertinent part:

The maximum hours of work and the standard conditions of labor 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.

137. IWC Wage Order 4-2001 section 3 provides that an employer may not pay non-exempt employees less than the applicable overtime rate for all overtime hours worked.

138. IWC Wage Order 4-2001 section 3 also provides that an employer may not pay less than double the employee's regular rate of pay for all hours worked in excess of twelve hours in any workday and for all hours worked in excess of eight hours on the seventh consecutive day of work in a workweek.

139. In California, overtime and double time pay is computed based on the regular rate of pay. The regular rate of pay includes all different types of remuneration, including hourly earnings, salary, piecework earnings, commissions, and non-discretionary bonuses, and the value of meals and lodging.

140. Defendants had or have a policy and practice of failing to timely pay all overtime and double time wages to Plaintiff and, on information and belief, other Financial Advisors for all hours actually worked or time spent under the control of Defendants on the date designated in advance by Defendants as the regular pay day. Defendants failed to timely pay all overtime and double time wages to

1 Plaintiff and Financial Advisors for all hours worked in excess of eight hours per day, twelve hours per
2 day, and/or forty hours per week on the payday for the next regular payroll period.

3 141. Defendants misclassified Plaintiffs and Financial Advisors as independent contractors
4 rather than as non-exempt employees, and thus failed to pay them overtime and double time wages as
5 required by law.

6 142. Labor Code section 218.5 states:

7 In any action brought for the nonpayment of wages...the court shall award
8 reasonable attorney's fees and costs to the prevailing party if any party to
9 the action requests attorney's fees and costs upon the initiation of the action.
10 However, if the prevailing party in the court action is not an employee,
11 attorney's fees and costs shall be awarded pursuant to this action only if the
12 court finds that the employee brought the court action in bad faith.

13 143. As a direct result of Defendants' violations alleged herein, Plaintiff and Financial Advisors
14 have suffered and continue to suffer substantial losses related to the use and enjoyment of such wages,
15 including lost interest on such monies and expenses, and attorney's fees in seeking to compel Defendants
16 to fully perform their obligations under state law, all to their respective damage in amounts according to
17 proof at trial and within the jurisdictional limitations of this Court.

18 144. Plaintiff seeks to recover in a civil action the unpaid balance of the full amount of the
19 unpaid wages resulting from Defendants' overtime and double time wage violations including interest
20 thereon, reasonable attorney's fees and costs of suit, and penalties, to the fullest extent permissible
21 including those permitted pursuant to Labor Code sections 218.5, 218.6, 510, 1194, 1198, and Code of
22 Civil Procedure section 1021.5.

23 WHEREFORE, Plaintiff prays for relief as hereinafter requested.

24 **FIFTH CAUSE OF ACTION**

25 **FAILURE TO FURNISH ACCURATE ITEMIZED WAGE STATEMENTS**

26 **(Violation of Labor Code §§ 226 and Section 7 of IWC Wage Order 4-2001)**

27 **(By Plaintiff individually and on behalf of the Financial Advisor Class against all Defendants)**

28 145. Plaintiff re-alleges and incorporates by reference the allegations contained in the
paragraphs above, as though fully set forth herein.

146. Plaintiff and similarly situated Financial Advisors are and/or were "non-exempt"

employees of Defendants in the State of California within the meaning of the Labor Code and IWC Wage Order 4-2001.

147. Plaintiff and, on information and belief, other Financial Advisors were misclassified as independent contractors when they should have been classified as “non-exempt” employees of Defendants within the meaning of the Labor Code and IWC Wage Order 4-2001.

148. Labor Code section 226(a) provides in pertinent part:

An employer, semimonthly or at the time of each payment of wages, shall furnish to his or her employee, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately if 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, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (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 other than a social security number, (8) the name and address of the legal entity that secured the services of the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee... The deductions made from payment of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement and the record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California.

149. Labor Code section 1198 states in pertinent part:

The maximum hours of work and the standard conditions of labor 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.

150. IWC Wage Order 4-2001 section 7(A) states in relevant part that every employer shall keep accurate information including, but not limited to “...(4) Total wages paid each payroll period, including value of board, lodging, or other compensation actually furnished to the employee. (5) Total hours worked in the payroll period and applicable rates of pay...”

151. Defendants did not furnish Plaintiff and, on information and belief, other Financial

1 Advisors with an itemized wage statement at the time of each payment of wages. As a result, Plaintiff and,
2 on information and belief, other Financial Advisors, did not receive wage statements reflecting the
3 information required by Labor Code section 226 including, but not limited to, the total hours worked by
4 the employee, all applicable hourly rates in effect during the pay period and the corresponding number of
5 hours worked at each hourly rate by the employee, the gross wages earned, the net wages earned, all
6 deductions, and the pay period information for each wage statement.

7 152. Plaintiff and Financial Advisors suffered injuries as a result of Defendants' intentional and
8 knowing failure to provide and maintain the records required by Labor Code section 226(a). Defendants'
9 failure to furnish accurate itemized wage statements left Plaintiff and Financial Advisors without the
10 ability to know, understand, and question the hours worked and wages earned and due. As a direct result,
11 Plaintiff and Financial Advisors have suffered and continue to suffer substantial injuries, losses, and actual
12 damages related to Defendants' violations, including lost wages, lost interest on such wages, and expenses
13 and attorney's fees in seeking to compel Defendants to fully perform their obligations.

14 153. Labor Code section 226(e)(1) states:

15 An employee suffering injury as a result of a knowing and intentional failure
16 by an employer to comply with subdivision (a) is entitled to recover the
17 greater of all actual damages or fifty dollars (\$50) for the initial pay period
18 in which a violation occurs and one hundred dollars (\$100) per employee
19 for each violation in a subsequent pay period, not to exceed an aggregate
20 penalty of four thousand dollars (\$4,000), and is entitled to an award of
21 costs and reasonable attorney's fees.

22 154. Labor Code section 226(e)(2)(B) states:

23 An employee is deemed to suffer injury for purposes of this subdivision if
24 the employer fails to provide accurate and complete information as required
25 by any one or more of items (1) to (9), inclusive, of subdivision (a) and the
26 employee cannot promptly and easily determine from the wage statement
27 alone one or more of the following: (i) The amount of gross wages or net
28 wages paid to the employee during the pay period or any of the other
information required to be provided on the itemized wage statement
pursuant to items (2) to (4), inclusive, (6) and (9) of subdivision (a)...

155. Because Plaintiff's and, on information and belief, other Financial Advisors' wage
statements did not include, among other things, an accurate accounting of gross wages earned or total
hours worked, they have suffered injury.

156. Labor Code section 226(h) states: “An employee may also bring an action for injunctive relief to ensure compliance with this section, and is entitled to an award of costs and reasonable attorney’s fees.”

157. As a direct result of Defendants’ violations alleged herein, Plaintiff and Financial Advisors have suffered and continue to suffer injury including substantial losses related to the use and enjoyment of such wages, lost interest on such monies and expenses, and attorney’s fees in seeking to compel Defendants to fully perform their obligations under state law, all to their respective damage in amounts according to proof at trial and within the jurisdictional limitations of this Court.

158. Plaintiff seeks to recover in a civil action all remedies including damages, unpaid wages, penalties, attorney’s fees and costs, and injunctive relief to the fullest extent permissible including those permitted pursuant to Labor Code sections 226(e) and (h), and Code of Civil Procedure section 1021.5.

WHEREFORE, Plaintiff prays for relief as hereinafter requested.

SIXTH CAUSE OF ACTION

FAILURE TO TIMELY PAY WAGES DUE DURING EMPLOYMENT

(Violation of Labor Code §§ 204 and 210)

(By Plaintiff individually and on behalf of the Financial Advisor Class against all Defendants)

159. Plaintiff re-alleges and incorporates by reference the allegations contained in the paragraphs above, as though fully set forth herein.

160. Plaintiff and similarly situated Financial Advisors are and/or were “non-exempt” employees of Defendants in the State of California within the meaning of the Labor Code and IWC Wage Order 4-2001.

161. Plaintiff and, on information and belief, other Financial Advisors were misclassified as independent contractors when they should have been classified as “non-exempt” employees of Defendants within the meaning of the Labor Code and IWC Wage Order 4-2001.

162. Labor Code section 204 establishes an employee’s fundamental right in the state of California to be paid wages in a timely manner for his or her work. Specifically, Labor Code section 204(a) states that all wages earned are due and payable twice during each calendar month on days designated in advance by the employer as regular pay days.

1 163. Labor Code section 204(b)(1) adds that “all wages earned for labor in excess of the normal
2 work period shall be paid no later than the payday for the next regular payroll period.”

3 164. Premium wages under Labor Code section 226.7 are wages that are due and payable in
4 accordance with the Labor Code § 204. (*Murphy v. Kenneth Cole Productions, Inc.* (2007) 40 Cal.4th
5 1094, 1103-1114.)

6 165. Labor Code section 210 provides that, “every person who fails to pay the wages of each
7 employee as provided in Section[...]204...shall be subject to” a civil penalty of \$100 for an initial
8 violation and \$200 plus 25% of the amount unlawfully withheld for each subsequent violation.

9 166. Plaintiff contends that during the relevant time period, Defendants had a policy and/or
10 practice of failing to timely pay Plaintiff and Financial Advisors all minimum, regular, premium, and/or
11 commission wages twice during each calendar month on the days designated in advance by Defendants
12 as the regular paydays. Plaintiff further contends that Defendants had a policy and practice of failing to
13 timely pay all overtime and/or double time wages no later than the payday for the next regular payroll
14 period. For instance, Plaintiff was not paid her earned wages on the date designated in advance by
15 Defendants on at least two occasions. Plaintiff also did not timely receive all earned commissions. Plaintiff
16 was also not paid for any time she worked from December 15, 2021, through and including January 24,
17 2022.

18 167. Plaintiff further alleges that due to Defendants’ failure to appropriately compensate
19 Financial Advisors, including Plaintiff, for all minimum, regular, overtime, double time, premium, and/or
20 commission wages, Defendants failed to timely pay all wages due and owing to Plaintiff and the Financial
21 Advisor Class within the time specified by Labor Code section 204.

22 168. Labor Code section 218.5 states:

23 In any action brought for the nonpayment of wages...the court shall award
24 reasonable attorney’s fees and costs to the prevailing party if any party to
25 the action requests attorney’s fees and costs upon the initiation of the action.
26 However, if the prevailing party in the court action is not an employee,
27 attorney’s fees and costs shall be awarded pursuant to this action only if the
28 court finds that the employee brought the court action in bad faith.

27 169. As a direct result of Defendants’ violations alleged herein, Plaintiff and Financial Advisors
28 have suffered and continue to suffer injury including substantial losses related to the use and enjoyment

1 of such wages, lost interest on such monies and expenses, and attorney's fees in seeking to compel
2 Defendants to fully perform their obligations under state law, all to their respective damage in amounts
3 according to proof at trial and within the jurisdictional limitations of this Court.

4 170. Plaintiff and Financial Advisors are entitled to, and now seek to recover, penalties as
5 provided by Labor Code section 210.

6 171. Plaintiff seeks to recover in a civil action all remedies including damages, unpaid wages,
7 penalties, attorney's fees and costs, and injunctive relief to the fullest extent permissible including those
8 permitted pursuant to Labor Code section 218.5 and Code of Civil Procedure section 1021.5.

9 WHEREFORE, Plaintiff prays for relief as hereinafter requested.

10 **SEVENTH CAUSE OF ACTION**

11 **FAILURE TO TIMELY PAY ALL WAGES DUE AND OWING UPON SEPARATION OF**
12 **EMPLOYMENT AND/OR THE REQUIRED WAITING TIME PENALTIES**

13 **(Violation of Labor Code §§ 201(a), 202(a), and 203(a))**

14 **(By Plaintiff individually and on behalf of the Waiting Time Penalties Subclass against all**
15 **Defendants)**

16 172. Plaintiff re-alleges and incorporates by reference the allegations contained in the
17 paragraphs above, as though fully set forth herein.

18 173. Plaintiff and similarly situated Waiting Time Penalties Subclass members are and/or were
19 "non-exempt" employees of Defendants in the State of California within the meaning of the Labor Code
20 and IWC Wage Order 4-2001.

21 174. Plaintiff and, on information and belief, members of the Waiting Time Penalties Subclass
22 were misclassified as independent contractors when they should have been classified as "non-exempt"
23 employees of Defendants within the meaning of the Labor Code and IWC Wage Order 4-2001.

24 175. Labor Code section 201(a) states: "If an employer discharges an employee, the wages
25 earned and unpaid at the time of discharge are due and payable immediately."

26 176. Labor Code section 202(a) states:

27 If an employee not having a written contract for a definite period quits his
28 or her employment, his or her wages shall become due and payable not later
than 72 hours thereafter, unless the employee has given 72 hours previous

notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. Notwithstanding any other law, an employee who quits without providing a 72-hour notice shall be entitled to receive payment by mail if he or she so requests and designates a mailing address. The date of the mailing shall constitute the date of payment for purposes of the requirement to provide payment within 72 hours of the notice of quitting.

177. Labor Code section 203(a) states, in relevant part:

If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.3, 201.5, 201.8, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days.

178. Defendants failed to timely pay Plaintiff and Waiting Time Penalties Subclass members all minimum, regular, overtime, and/or double time wages, meal and/or rest period premium wages, and all earned commissions within the required time upon separation of employment. Defendants also did not pay Plaintiff and Waiting Time Penalties Subclass members the required waiting time penalties for the late payment of wages.

179. As a direct result of Defendants' violations alleged herein, Plaintiff and Waiting Time Penalties Subclass members have suffered and continue to suffer substantial losses related to the use and enjoyment of such wages, including lost interest on such monies and expenses, and attorney's fees in seeking to compel Defendants to fully perform their obligations under state law, all to their respective damage in amounts according to proof at trial and within the jurisdictional limitations of this Court.

180. Plaintiff seeks to recover in a civil action all remedies to the fullest extent permissible including those permitted pursuant to Labor Code section 203 and Code of Civil Procedure section 1021.5.

WHEREFORE, Plaintiff prays for relief as hereinafter requested.

EIGHTH CAUSE OF ACTION

FAILURE TO INDEMNIFY NECESSARY BUSINESS EXPENSES

(Violation of Labor Code §§ 2802 and 2804 and Section 9 of IWC Wage Order 4-2001)

(By Plaintiff individually and on behalf of the Financial Advisor Class against all Defendants)

181. Plaintiff re-alleges and incorporates by reference the allegations contained in the

1 paragraphs above, as though fully set forth herein.

2 182. Plaintiff and similarly situated Financial Advisors are and/or were “non-exempt”
3 employees of Defendants in the State of California within the meaning of the Labor Code and IWC Wage
4 Order 4-2001.

5 183. Plaintiff and, on information and belief, other Financial Advisors were misclassified as
6 independent contractors when they should have been classified as “non-exempt” employees of Defendants
7 within the meaning of the Labor Code and IWC Wage Order 4-2001.

8 184. Labor Code section 2802(a) provides:

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

14 185. Labor Code section 2802(c) states that “[f]or purposes of [section 2802], the term
15 ‘necessary expenditures or losses’ shall include all reasonable costs, including, but not limited to,
16 attorney’s fees incurred by the employee enforcing the rights granted by [section 2802].”

17 186. Pursuant to Labor Code section 2804, “[a]ny contract or agreement, express or implied,
18 made by any employee to waive the benefits of [section 2802] or any part thereof, is null and void...”

19 187. IWC Wage Order 4-2001 section 9(B) states in pertinent part: “When tools or equipment
20 are required by the employer or are necessary to the performance of a job, such tools and equipment shall
21 be provided and maintained by the employer...”

22 188. Defendants required Plaintiff and, on information and belief, Financial Advisors to use
23 their personal cell phones and/or vehicles in the discharge of their job duties without providing
24 reimbursement.

25 189. Plaintiff and Financial Advisors suffered losses including, but not limited to, the cost of
26 use of their personal cell phones and vehicles. Plaintiff and Financial Advisors incurred these costs in
27 direct consequence of the discharge of their duties, as Plaintiff and Financial Advisors were instructed by
28 Defendants to use their personal cell phones for work-related purposes, and to use their own personal
vehicles to attend required events which took place outside of scheduled work hours.

190. As a direct result of Defendants' violations alleged herein, Plaintiff and Financial Advisors have suffered and continue to suffer substantial losses related to the use and enjoyment of such wages, including lost interest on such monies, and expenses and attorney's fees in seeking to compel Defendants to fully perform their obligations under state law, all to their respective damage in amounts according to proof at trial and within the jurisdictional limitations of this Court.

191. Plaintiff seeks to recover in a civil action to the fullest extent permissible all available remedies including but not limited to the unpaid balance of the indemnification from Defendants' violations, interest thereon permitted by Labor Code section 2802(b), reasonable attorney's fees and costs of suit, injunctive relief, declaratory relief, and any other permitted remedies including those permitted pursuant to Labor Code section 2802 and Code of Civil Procedure section 1021.5.

WHEREFORE, Plaintiff prays for relief as hereinafter requested.

NINTH CAUSE OF ACTION

VIOLATION OF CALIFORNIA'S UNFAIR COMPETITION LAW

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

(By Plaintiff individually and on behalf of the Financial Advisor Class against all Defendants)

192. Plaintiff re-alleges and incorporates by reference the allegations contained in the paragraphs above, as though fully set forth herein.

193. Business & Professions Code section 17200 states:

As used in this chapter, unfair competition shall mean and include any unlawful, unfair or fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising and any act prohibited by Chapter 1 (commencing with Section 17500) of Part 3 of Division 7 of the Business and Professions Code.

194. Through Defendants' conduct during the applicable statutory period including, but not limited to, the conduct alleged herein, including that alleged on information and belief, Defendants have engaged in unlawful, unfair, or fraudulent business practices in California by practicing, employing, and utilizing, the employment practices outlined in the preceding paragraphs all in violation of California law and the IWC Wage Orders. Defendants' use of such practices constitutes an unfair business practice, unfair competition, and provides an unfair advantage over Defendants' competitors doing business in the State

1 of California that comply with their obligations to properly provide employment conditions in compliance
2 with the law and pay employees for all earned wages and compensation as required by law.

3 195. Defendants' violations of the Labor Code and the IWC Wage Orders and their scheme to
4 lower payroll costs as alleged herein constitute unlawful business practices because these actions were
5 done in a systematic manner over a period of time to the detriment of Plaintiff and the Financial Advisor
6 Class. The acts complained of herein occurred within the last four (4) years preceding the filing of this
7 complaint and include, but are not limited to, failure to (i) provide timely and compliant meal periods and
8 rest periods; (ii) pay all wages, as well as meal and rest period premiums; (iii) reimburse necessary
9 business expenses; (iv) provide and maintain accurate itemized wage statements; (v) timely pay wages
10 during employment; and (vi) timely pay wages upon separation of employment, as well as Plaintiff's
11 allegations of breach of contract and conversion on behalf of the Financial Advisor Class.

12 196. Plaintiff is informed and believes, and on that basis alleges that, at all times herein
13 mentioned, Defendants have engaged in the above-mentioned acts of unlawful, deceptive, and unfair
14 business practices prohibited by Business and Professions Code section 17200 et seq., including those set
15 forth in the preceding paragraph, thereby depriving Plaintiff of the minimum working conditions and
16 standards due, including those under the Labor Code and applicable IWC Wage Order.

17 197. As a result of Defendants' unfair competition as alleged herein, Plaintiff has suffered injury
18 in fact and lost money or property. Plaintiff has been deprived of the rights to wages and benefits due as
19 alleged herein.

20 198. Plaintiff is entitled to an injunction and other declaratory and equitable relief against such
21 practices to prevent future damage for which there is no adequate remedy at law, and to avoid a multiplicity
22 of lawsuits.

23 199. Plaintiff is informed and believes, and on that basis alleges, that the illegal conduct alleged
24 herein is continuing and there is no indication that Defendants will not continue such activity into the
25 future. Plaintiff alleges that if Defendants are not enjoined from the conduct set forth in this complaint,
26 they will continue to fail to pay the wages and compensation required to be paid and will fail to comply
27 with other requirements of the Labor Code and IWC Wage Order 4-2001.

28 200. As a direct and proximate result of Defendants' conduct, Defendants have received and

1 will continue to receive monies that rightfully belong to members of the general public who have been
2 adversely affected by Defendants' conduct, as well as to Plaintiff by virtue of unpaid wages and other
3 monies.

4 201. Plaintiff is entitled to and does seek any and all available remedies including restitution
5 and recovery of reasonable attorney's fees pursuant to Code of Civil Procedure section 1021.5, Business
6 and Professions Code section 17200 et seq., the substantial benefit doctrine, and/or the common fund
7 doctrine.

8 WHEREFORE, Plaintiff prays for relief as hereinafter requested.

9 **TENTH CAUSE OF ACTION**

10 **BREACH OF CONTRACT**

11 **(By Plaintiff individually and on behalf of the Financial Advisor Class against all Defendants)**

12 202. Plaintiff re-alleges and incorporates by reference the allegations contained in the
13 paragraphs above, as though fully set forth herein.

14 203. Plaintiff and Financial Advisors are/were "non-exempt" employees of Defendants in the
15 State of California within the meaning of the Labor Code and IWC Wage Order 4-2001.

16 204. As stated herein, Plaintiff and, on information and belief, other Financial Advisors entered
17 into "Service Level Agreements" upon commencing employment with Defendants, which set the
18 compensation rate and manner of payment, as well as other working conditions for Financial Advisors.

19 205. The Service Level Agreement agreed to pay Plaintiff and, on information and belief, other
20 Financial Advisors commission wages. Specifically, the Service Level Agreement states that "[a]ll Gross
21 Revenues generated by or through servicing new Client accounts will be paid at a rate of Thirty percent
22 (30%)." Despite performing work for Defendants, Plaintiff was not timely paid her wages for all work
23 and commissions earned, in violation of the Service Level Agreement. On at least two occasions, Plaintiff
24 had to request payment from Defendants after not being paid on the designated pay days. Furthermore,
25 upon being terminated by Defendants, Plaintiff was not immediately paid all earned wages and
26 commissions owed, in violation of the Service Level Agreement. To date, Plaintiff has still not received
27 all of her earned wages and commissions provided for by the Service Level Agreement. Defendants have
28 therefore breached the Service Level Agreement by failing to pay Plaintiff and, on information and belief,

1 other Financial Advisors all wages and commissions provided for by the Service Level Agreement.

2 206. The Service Level Agreement entered into by Plaintiff and, on information and belief, all
3 Financial Advisors also provides that each Financial Advisor “shall operate and have the status of an
4 independent contractor.” The Service Level Agreement also stated: “Advisor has the sole right to
5 determine the methods, details, and means of performing his or her services under this AGREEMENT,
6 and the order and sequence of completing his or her work tasks.” The Service Level Agreement went on
7 to state that the “Advisor has the right to perform services for others during the term of this Agreement...”
8 Defendants, however, breached the Service Level Agreement by having Plaintiff and other Financial
9 Advisors function as non-exempt employees. Defendants retained control and direction over the
10 performance of Financial Advisors’ work by controlling their work schedules, location of work, training
11 and education, work performance, and marketing, among other things, in breach of the Service Level
12 Agreement. Defendants did not permit Financial Advisors to independently engage in financial advising
13 outside of their work with Defendants, in violation of the Service Level Agreement. Defendants have
14 therefore breached the Service Level Agreement by failing to allow Plaintiff and, on information and
15 belief, other Financial Advisors the ability to determine the methods, details, and means of performing
16 their services. Defendants instead retained control and direction over the performance of the Financial
17 Advisors, in breach of the Service Level Agreement.

18 207. The Service Level Agreement entered into by Plaintiff and, on information and belief, other
19 Financial Advisors, provided that Defendants “will pay for business expenses of [Financial Advisors] that
20 are deemed to be necessary to conduct ordinary and legitimate business practices.” As set forth herein,
21 Defendants required Plaintiff and, on information and belief, other Financial Advisors to use their personal
22 cell phones and/or personal vehicles in the discharge of their job duties without providing reimbursement.
23 Defendants have therefore breached the Service Level Agreement by failing to reimburse Plaintiff and,
24 on information and belief, Financial Advisors for necessary business expenses.

25 208. The Service Level Agreement entered into by Plaintiff also stated that “[t]he term of this
26 AGREEMENT shall be for an initial period of five (5) years...” Plaintiff, however, was terminated after
27 approximately only four months of work with Defendants.

28 209. Defendants’ illegal patterns and practices alleged herein resulted in harm, including loss of

monies and benefits to Plaintiff and, on information and belief, other Financial Advisors. Defendants knew or could have reasonably foreseen that their conduct and practices would imminently result in harm to Plaintiff and other Financial Advisors, and would result in the failure to compensate Plaintiff and Financial Advisors for all monies and benefits owed under the terms of the Service Level Agreement.

210. Plaintiff and Financial Advisors are entitled to, and now seek to recover, damages for Defendants' breach of contract, plus interest on the applicable amount, pursuant to Civil Code sections 3300 and 3289(b).

211. Plaintiff and the Financial Advisor Class are also entitled to and therefore now seek recover of reasonable attorney's fees and costs pursuant to Labor Code section 218.5.

WHEREFORE, Plaintiff prays for relief as hereinafter requested.

ELEVENTH CAUSE OF ACTION

CONVERSION

(By Plaintiff individually and on behalf of the Financial Advisor Class against all Defendants)

212. Plaintiff re-alleges and incorporates by reference the allegations contained in the paragraphs above, as though fully set forth herein.

213. Plaintiff and Financial Advisors are/were "non-exempt" employees of Defendants in the State of California within the meaning of the Labor Code and IWC Wage Order 4-2001.

214. Plaintiff and, on information and belief, other Financial Advisors owned property in the form of earned commission wages.

215. Defendants, as alleged herein, intentionally took possession of the earned wages for a significant amount of time and additionally prevented Plaintiff and, on information and belief, other Financial Advisors from having access to the wages for a significant amount of time. In fact, the earned wages property of Plaintiff and, on information and belief, other Financial Advisors still has not been returned to them and remains in Defendants' possession.

216. Plaintiff and, on information and belief, other Financial Advisors did not consent to the taking of their earned wages.

217. Plaintiff and, on information and belief, other Financial Advisors were harmed by being deprived of their earned wages at the time of the conversion. For example, not only have Plaintiff and, on

information and belief, other Financial Advisors been deprived of actual wages, but they have been deprived of the interest from the time of the improper conversion.

218. As alleged herein, Defendants' conduct and practice was done with oppression, fraud, and/or malice.

219. Defendants' conduct is a substantial cause of Plaintiff and, on information and belief, other Financial Advisors sustaining damages, including loss of wages, due to Defendants' acts and practices alleged herein.

220. As a proximate result of Defendants' unlawful conduct, Plaintiff and, on information and belief, other Financial Advisors, suffered the loss of wages and monies in an amount to be shown according to proof.

221. Civil Code section 3336 states:

The detriment caused by the wrongful conversion of person property is presumed to be:

First – The value of the property at the time of the conversion, with the interest from that time, or, an amount sufficient to indemnify the party injured for the loss which is the natural, reasonable, and proximate result of the wrongful act complained of and which a proper degree of prudence on his part would not have averted; and

Second – A fair compensation for the time and money properly expended in pursuit of the property.

222. Plaintiff and Financial Advisors are entitled to, and now seek to recover, all damages available for Defendants' conversion of property pursuant to Civil Code section 3336.

223. For Defendants' intentional, malicious, willful, oppressive, purposeful, illegal, and/or despicable acts, Plaintiff and the Financial Advisor Class seek an award of punitive damages in an amount to punish and make an example of the unlawful conduct.

WHEREFORE, Plaintiff prays for relief as hereinafter requested.

TWELFTH CAUSE OF ACTION

SOLICITATION BY MISREPRESENTATION

(Violation of Labor Code §§ 970 and 972)

(By Plaintiff individually against all Defendants)

224. Plaintiff re-alleges and incorporates by reference the allegations contained in the

1 paragraphs above, as though fully set forth herein.

2 225. Labor Code section 970 states:

3 No person, or agent or office thereof, directly or indirectly, shall influence,
4 persuade, or engage any person to change from one place to another in this
5 State...for the purpose of working in any branch of labor, through or by
6 means of knowingly false representations, whether spoken, written, or
7 advertised in printed form, concerning either: (a) [t]he kind, character, or
8 existence of such work; (b) [t]he length of time such work will last, or the
9 compensation therefor...

10 226. Labor Code section 972 states:

11 [A]ny person, or agent or officer thereof who violates any provision of
12 Section 970 is liable to the party aggrieved, in a civil action, for double
13 damages resulting from such misrepresentations. Such civil action may be
14 brought by an aggrieved person or his assigns or successors in interest,
15 without first establishing any criminal liability.

16 227. As addressed herein, Defendants knowingly made several false representations to Plaintiff
17 regarding the kind and character of work, as well as the length of such work and compensation for work
18 in order to induce Plaintiff to join Defendants. Defendants' representations were not true, Defendants
19 knew their representations were not true, and Defendants intended that Plaintiff rely on their false
20 representations. Plaintiff believed the false representations to be true, and reasonably relied on such false
21 representations in decided to resign from her prior employment to join Defendants. Had Plaintiff known
22 that the representations were false, she would not have resigned from her prior employment and would
23 not have joined Defendants.

24 228. As a proximate consequence of Defendants' false representations, Plaintiff has suffered,
25 and continues to suffer, lost wages, commissions, and benefits, has incurred attorney's fees, and has
26 suffered other general and special damages.

27 229. Defendants' actions were malicious, despicable, fraudulent, willful, reckless, and exhibited
28 a conscious disregard of the rights of Plaintiff. Accordingly, Plaintiff is entitled to punitive damages
according to proof, per statute and Civil Code section 3294.

29 230. Thus, Plaintiff seeks all available remedies on behalf of herself including, but not limited
to, all penalties authorized under Labor Code section 972, as well as compensatory and punitive damages
in an amount to be proven at trial.

WHEREFORE, Plaintiff prays for relief as hereinafter requested.

THIRTEENTH CAUSE OF ACTION

FRAUD AND INTENTIONAL MISREPRESENTATION

(By Plaintiff individually against all Defendants)

231. Plaintiff re-alleges and incorporates by reference the allegations contained in the paragraphs above, as though fully set forth herein.

232. Defendants intentionally and repeatedly made oral and written representations to Plaintiff as to the truth of material facts. For example, Defendants represented that Plaintiff was to be hired as the Vice President of Investments for the Rancho Mirage facility and was to take over the Regional Vice President position held by an individual named Judith Dolle, along with the Vice President of Financial Planning, Robert Valenzuela. Defendants represented that Plaintiff would receive a \$90,000 base salary, plus 30% commissions, and receive the top end of Ms. Dolle's business identified as \$500,001 and up. Defendants represented that Plaintiff would not have to bring in new clients, as the 30% commission was "icing on the cake." Defendants also represented that Plaintiff would be employed by Defendants for a minimum of five years. Defendants further represented that Plaintiff would not be required to transition her clients from her previous employer and that she would have mentorship from Defendants. Defendants also represented to Plaintiff that her schedule would be flexible to permit time for various investment workshops and meetings with clients.

233. Defendants knew that these representations were false, because they knowingly and intentionally did not pay Plaintiff a base salary, but instead paid her on a draw against commissions. Plaintiff was given no control over her schedule or her tasks, and was required to work in the office during specific hours. Contrary to Defendants' claims about soliciting and transferring clients, Plaintiff was instructed to solicit new clients and to transfer her clients from her previous employer. Contrary to Defendants' representations, Ms. Dolle refused to train and mentor Plaintiff, and refused to transition her clients to Plaintiff. Plaintiff's position was fundamentally different than what she had been promised.

234. Defendants made the representations alleged herein with the specific intent to defraud Plaintiff. Defendants made the representations for the purpose of intending that Plaintiff would (1) rely upon the representations, and (2) act, or refrain from acting, in reliance upon the representations and

1 therefore deprive Plaintiff of her earned and owed wages and benefits promised.

2 235. Plaintiff relied on Defendants' misrepresentations and was unaware of their falsity.
3 Defendants intentionally concealed and suppressed the true conditions of Plaintiff's position, and there
4 was no reasonable way for Plaintiff to know the falsity of Defendants' representations.

5 236. Had Plaintiff been aware of the concealment and misrepresentations, she would not have
6 resigned from her previous position of employment to join Defendants.

7 237. Defendants breached their duty by intentionally misrepresenting the terms of Plaintiff's
8 employment, with the intent to defraud Plaintiff.

9 238. Defendants' conduct was done with oppression, fraud, and/or malice.

10 239. Plaintiff justifiably relied on Defendants' misrepresentations. As a proximate result of
11 Defendants' misrepresentations, Plaintiff suffered a loss of wages, monies, and benefits, which she now
12 seeks in an amount to be shown according to proof.

13 240. For Defendants' intentional, malicious, willful, oppressive, purposeful, illegal, and
14 despicable acts, Plaintiff seeks an award of punitive damages in an amount to punish and make an example
15 of the unlawful conduct.

16 WHEREFORE, Plaintiff prays for relief as hereinafter requested.

17 **FOURTEENTH CAUSE OF ACTION**

18 **RETALIATION**

19 **(Violation of Labor Code §§ 98.6 and 1102.5)**

20 **(By Plaintiff individually against all Defendants)**

21 241. Plaintiff re-alleges and incorporates by reference the allegations contained in the
22 paragraphs above, as though fully set forth herein.

23 242. Labor Code section 98.6(a) states:

24 A person shall not discharge an employee or in any manner discriminate,
25 retaliate, or take any adverse action against any employee of applicant for
26 employment because the employee or applicant engaged in any conduct
27 delineated in this chapter, including the conduct described in subdivision
28 (k) of Section 96, and Chapter 5 (commencing with Section 1101) of Part 3
of Division 2, or because the employee or applicant for employment has
filed a bona fide complaint or claim or instituted or caused to be instituted
any proceeding under or relating to his or her rights that are under the

jurisdiction of the Labor Commissioner, made a written or oral complaint that he or she is owed unpaid wages, or because the employee has initiated any action or notice pursuant to Section 2699, or has testified or is about to testify in a proceeding pursuant to that section, or because of the exercise by the employee or applicant for employment on behalf of himself, herself, or others of any rights afforded him or her.

243. Labor Code section 1102.5(b) states:

An employer, or any person acting on behalf of the employer, shall not retaliate against an employee for disclosing information, or because the employer believes that the employee disclosed or may disclose information, to a government or law enforcement agency, to a person with authority over the employee or another employee who has the authority to investigate, discover, or correct the violation or noncompliance, or for providing information to, or testifying before, any public body conducting an investigation, hearing, or inquiry, if the employee has reasonable cause to believe that the information discloses a violation of state or federal statute, or a violation of or noncompliance with a local, state, or federal rule or regulation, regardless of whether disclosing the information is part of the employee's job duties.

244. Plaintiff commenced employment with Defendants in October of 2021. Between October of 2021 and her separation from Defendants in January 2022, Plaintiff raised several issues with Defendants regarding how her employment experience was not what had been promised to her, including that she requested payment of wages that were not timely paid to her, refused to solicit clients before her licenses were properly transferred over to Defendants, reported workplace harassment and misconduct, and requested training and mentorship which had been promised to her.

245. In short proximity to Plaintiff exercising her right to report these issues, Defendants engaged in retaliatory conduct against Plaintiff by terminating her relationship with Defendants, refusing to return inquiries from Plaintiff related to her working capital loan from LPL Financial LLC, and refusing to respond to inquiries from prospective employers.

246. As a result of being discharged, Plaintiff was substantially harmed by Defendants' conduct including, but not limited to, suffering a loss of income, which she now seeks in an amount to be shown according to proof.

247. Plaintiff seeks all available remedies on behalf of herself including, but not limited to, all penalties authorized under Labor Code sections 98.6 and 1102.5, as well as compensatory and punitive damages in an amount to be proven at trial.

WHEREFORE, Plaintiff prays for relief as hereinafter requested.

FIFTEENTH CAUSE OF ACTION

WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY

(By Plaintiff individually against all Defendants)

248. Plaintiff re-alleges and incorporates by reference the allegations contained in the paragraphs above, as though fully set forth herein.

249. Plaintiff commenced employment with Defendants in October of 2021.

250. Plaintiff was a hardworking and dedicated employee who worked diligently on behalf of Defendants, performing her job responsibilities in an exemplary manner.

251. Between October of 2021 and her separation from Defendants in January 2022, Plaintiff raised several issues with Defendants regarding how her employment experience was not what had been promised to her, including that she requested payment of wages which were not timely paid to her, refused to solicit clients before her licenses were properly transferred over to Defendants, reported workplace harassment and misconduct, and requested training and mentorship which had been promised to her.

252. In short proximity to Plaintiff exercising her right to report these issues, Defendants engaged in retaliatory conduct against Plaintiff by terminating her relationship with Defendants, refusing to return inquiries from Plaintiff related to her working capital loan from LPL Financial LLC, and refusing to respond to inquiries from prospective employers.

253. Plaintiff alleges that she was wrongfully terminated because she exercised her right to report these issues.

254. Defendants willfully misclassified Plaintiff and other Financial Advisors as independent contractors when they were in actuality, employees.

255. Under California law, no employee, whether they are an at-will employee, or an employee under a written or other employment contract, can be terminated for a reason that is in violation of a fundamental public policy of the State of California.

256. Plaintiff is informed and believes, and thereon alleges, that Defendants terminated her employment in violation of the public policy of the State of California. The wrongful discharge of Plaintiff from her employment violated California laws, statutes, and public policies of the State of California.

1 These violations include, among others, the following:

- 2 a. The public policies set forth in the Labor Code, Chapter 4 and Chapter 5, including
3 the public policy set forth in California Labor Code section 98.6, prohibiting any
4 person, including Defendants, from discharging an employee or in any manner
5 discriminating, retaliating, or taking any adverse action against any employee
6 because the employee “has filed a bona fide complaint or claim or instituted or
7 caused to be instituted any proceeding under or relating to his or her rights that are
8 under the jurisdiction of the Labor Commissioner,” because the employee “made a
9 written or oral complaint that he or she is owed unpaid wages,” or because the
10 employee exercised any other rights afforded him or her;
- 11 b. Business and Professions Code sections 17200, et seq., which prohibits any
12 unlawful, unfair, or fraudulent business act or practice; and
- 13 c. All other state and federal statutes, regulations, administrative orders, and
14 ordinances which effect society at large and which discovery will reveal were
15 violated by Defendants.

16 257. As a direct and proximate result of the bad faith actions of Defendants, Plaintiff has
17 suffered damages due to these violations of California law, and seeks all damages allowed by law,
18 according to proof at the time of trial. Furthermore, Plaintiff seeks all interest, fees, attorney’s fees, and
19 civil penalties to which she is entitled by law.

20 258. As a proximate result of Defendants’ wrongful conduct, Plaintiff has sustained and
21 continues to sustain economic damages in earnings and other employment benefits in an amount according
22 to proof.

23 259. As a further direct and proximate result of the Defendants’ unlawful employment practices,
24 Plaintiff has suffered non-economic damages and emotional distress.

25 260. The acts and conduct of Defendants, and each of them, constituted “malice” (as the term is
26 defined in Civil Code section 3294(c)(1)), in that it was intended by Defendants, and each of them, to
27 cause injury to Plaintiff or was despicable conduct which was carried out by Defendants, and each of
28 them, with a willful and conscious disregard of the rights of Plaintiff.

261. The acts of Defendants, and each of them, were done fraudulently, maliciously, and oppressively, and with the advanced knowledge, conscious disregard, authorization, ratification or act of oppression, within the meaning of Civil Code section 3294 on the part of Defendants' officers, directors, or managing agents of the corporation.

262. The actions and conduct of Defendants, and each of them, were intended to cause injury to Plaintiff and constituted deceit and concealment of material facts known to Defendants, and each of them, with the intention on the Defendants' part to deprive Plaintiff of legal rights, justifying an award of exemplary and punitive damages in an amount according to proof.

WHEREFORE, Plaintiff prays for relief as hereinafter requested.

SIXTEENTH CAUSE OF ACTION

VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT OF 2004

(Violation of Labor Code §§ 2698 et seq.)

(By Plaintiff in her representative capacity against all Defendants)

263. Plaintiff re-alleges and incorporates by reference the allegations contained in the paragraphs above, as though fully set forth herein.

264. Plaintiff and similarly situated Financial Advisors are and/or were "non-exempt" employees of Defendants in the State of California within the meaning of the Labor Code and IWC Wage Order 4-2001.

265. Plaintiff and, on information and belief, other Financial Advisors were misclassified as independent contractors when they should have been classified as "non-exempt" employees of Defendants within the meaning of the Labor Code and IWC Wage Order 4-2001.

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

267. This cause of action involves allegations of violations of Labor Code sections 98.6, 201, 202, 203, 204, 221, 223, 224, 226, 226.7, 510, 512, 970, 1021.5, 1102.5, 1174, 1194, 1197, 1197.1, 1198,

1 and 2802 which, pursuant to Labor Code section 2699.5, provide for a civil penalty to be assessed and
2 collected by the LWDA or recovered through a civil action brought by an aggrieved employee on behalf
3 of himself or herself and other current or former employees pursuant to the procedures specified in Labor
4 Code section 2699.3.

5 268. Defendants employed Plaintiff and Plaintiff had one or more of the alleged violations
6 committed against her. Therefore, Plaintiff is an “aggrieved employee” under PAGA because the alleged
7 violators employed her and she had one or more of the alleged violations committed against her. As such,
8 Plaintiff is properly suited to represent the interests of other aggrieved employees in a PAGA
9 representative action.

10 269. Plaintiff seeks to recover civil penalties on behalf of herself and other aggrieved employees
11 for Defendants’ violations of the Labor Code, including but not limited to Defendants’ violations of Labor
12 Code sections 98.6, 201, 202, 203, 204, 221, 223, 224, 226, 226.7, 226.8, 510, 512, 970, 1021.5, 1102.5,
13 1174, 1194, 1197, 1197.1, 1198, and 2802.

14 270. For all provisions of the Labor Code for which a civil penalty is not specifically provided,
15 Labor Code section 2699(f) imposes upon Defendants, and each of them, a penalty of \$100 for each
16 aggrieved employee per pay period for the initial violation and \$200 for each aggrieved employee per pay
17 period for each subsequent violation.

18 ***Meal Period Violations***

19 271. Defendants violated Labor Code sections 226.7, 512, and 1198 by failing to provide
20 Plaintiff and aggrieved employees lawfully compliant meal periods and by failing to pay them meal period
21 premium wages for each day a meal period was not provided. Under Labor Code section 2699(f)(2),
22 Defendants are subject to a civil penalty of \$100 for each aggrieved employee per pay period for the initial
23 violation of Labor Code sections 226.7 and 1198, and \$200 for each aggrieved employee per pay period
24 for each subsequent violation.

25 272. Defendants also are and were Plaintiff’s and other aggrieved employees’ employers, or
26 persons acting on their behalf, within the meaning of Labor Code section 558, who violated or caused to
27 be violated, a section of Part 2, Chapter 1 of the Labor Code or any provision regulating hours and days
28 of work in any IWC Wage Order and, as such, are subject to civil penalties for each underpaid employee

as set forth in Labor Code section 558.

273. Pursuant to Labor Code section 558, Defendants are subject to a civil penalty of \$50 for an initial violation of Labor Code section 512 for each aggrieved employee for each pay period for which the aggrieved employee was not provided with a timely off-duty thirty-minute meal period, as alleged herein. Furthermore, Labor Code section 558 imposes upon Defendants for each subsequent violation of Labor Code section 512 a civil penalty of \$100 for each aggrieved employee for each pay period for which the aggrieved employee was not provided with a timely off-duty thirty-minute meal period.

274. Pursuant to Labor Code section 558.1, Defendants are employers or other persons acting on behalf of an employer, who violates, or causes to be violated, any provision regulating the “Hours and Days of Work” and the “Minimum Wages” sections of the applicable Wage Order, or who violates, or causes to be violated, sections 203, 226, 226.7, 1193.6, 1194, or 2802 of the Labor Code, and are subject to a civil penalty for each initial and/or subsequent violation. Defendants committed such violations when they failed to provide compliant meal periods or pay meal period premium wages, as alleged herein.

275. Defendants violated Labor Code section 1198 when they failed to comply with the maximum hours of work and the standard conditions of labor fixed by the IWC under the “Hours and Days of Work,” “Minimum Wages,” and “Meal Periods” sections of the Applicable IWC Wage Order, by failing to provide compliant meal periods and failing to pay meal period premium wages. Thus, under Labor Code section 2699(f)(2), Defendants are subject to a civil penalty of \$100 for each aggrieved employee per pay period for the initial violation of Labor Code section 1198 and \$200 for each aggrieved employee per pay period for each subsequent violation of Labor Code section 1198.

Rest Period Violations

276. Defendants violated Labor Code sections 226.7 and 1198 by failing to authorize and permit Plaintiff and aggrieved employees to take duty-free rest periods and by failing to pay them rest period premium wages for each day a rest period was not provided. Under Labor Code section 2699(f)(2), Defendants are subject to a civil penalty of \$100 for each aggrieved employee per pay period for the initial violation of Labor Code sections 226.7 and 1198, and \$200 for each aggrieved employee per pay period for each subsequent violation.

277. Labor Code section 558 also imposes upon Defendants for each initial violation of the

Hours and Days of Work section of the applicable IWC Wage Order a civil penalty of \$50 for each aggrieved employee for each pay period for which the aggrieved employee was not provided with a paid uninterrupted ten-minute rest period, as alleged herein. Furthermore, Labor Code section 558 imposes upon Defendants for each subsequent violation of the Hours and Days of Work section of the applicable IWC Wage Order a civil penalty of \$100 for each aggrieved employee for each pay period for which the aggrieved employee was not provided with a paid uninterrupted ten-minute rest period, as alleged herein.

278. Pursuant to Labor Code section 558.1, Defendants are employers or other persons acting on behalf of an employer, who violates, or causes to be violated, any provision regulating the “Hours and Days of Work” and the “Minimum Wages” sections of the applicable Wage Order, or who violates, or causes to be violated, sections 203, 226, 226.7, 1193.6, 1194, or 2802 of the Labor Code, and are subject to a civil penalty for each initial and/or subsequent violation. Defendants committed such violations when they failed to provide compliant rest periods or pay rest period premium wages, as alleged herein.

279. Defendants violated Labor Code section 1198 when they failed to comply with the maximum hours of work and the standard conditions of labor fixed by the IWC under the “Hours and Days of Work,” “Minimum Wages,” and “Rest Periods” sections of the Applicable IWC Wage Order, by failing to provide compliant rest periods and failing to pay rest period premium wages. Thus, under Labor Code section 2699(f)(2), Defendants are subject to a civil penalty of \$100 for each aggrieved employee per pay period for the initial violation of Labor Code section 1198 and \$200 for each aggrieved employee per pay period for each subsequent violation of Labor Code section 1198.

Failure to Pay and Secret Underpayment of Minimum and Regular Wages

280. Defendants violated Labor Code sections 223, 1194, 1197, and 1198 by not paying Plaintiff and other aggrieved employees at least minimum and regular wages for all the time they were suffered or permitted to work or were under Defendants’ control, as alleged herein. Thus, under Labor Code section 2699(f)(2), Defendants are subject to a civil penalty of \$100 for each aggrieved employee per pay period for the initial violation of Labor Code sections 223, 1194, and 1198, and \$200 for each aggrieved employee per pay period for each subsequent violation.

281. Defendants violated Labor Code section 223 by secretly paying a lower wage while purporting to pay the wage designated by statute or by contract, as alleged herein. For violations of Labor

Code section 223, Labor Code section 225.5 authorizes an aggrieved employee to seek the following penalties, in addition to and entirely independent and apart from any other penalty: (1) For an initial violation, \$100 for each failure to pay each employee; and (2) For each subsequent violation, or any willful or intentional violation, \$200 for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld. This amount shall be recovered on behalf of the Labor Commissioner.

282. Defendants are and were Plaintiff's and aggrieved employees' employers or other person(s) acting either individually or as an officer, agent, or employee of another person(s), who pays or causes to be paid to any employee a wage less than the minimum fixed by an order of the Commission, and, as such, are subject to civil penalties for each underpaid employee pursuant to Labor Code section 1197.1.

283. Labor Code section 1197.1 imposes upon Defendants for each initial violation of Labor Code section 1197 by paying or causing an employee to be paid less than the minimum wage, a civil penalty of \$100 for each underpaid employee for each pay period for which the employee is underpaid. Furthermore, Labor Code section 1197.1 imposes upon Defendants for each subsequent violation a civil penalty of \$250 for each underpaid employee for each pay period for which the employee was underpaid.

284. Pursuant to Labor Code section 558.1, Defendants are employers or other persons acting on behalf of an employer, who violates, or causes to be violated, any provision regulating the "Hours and Days of Work" and the "Minimum Wages" sections of the applicable Wage Order, or who violates, or causes to be violated, sections 203, 226, 226.7, 1193.6, 1194, or 2802 of the Labor Code, and are subject to a civil penalty for each initial and subsequent violation. Defendants committed such violations when they failed to pay all minimum and regular wages, as alleged herein.

285. Defendants violated Labor Code section 1198 when they failed to comply with the maximum hours of work and the standard conditions of labor fixed by the IWC under the "Hours and Days of Work" and "Minimum Wages" sections of the Applicable IWC Wage Order, by failing to pay all minimum and regular wages due, as alleged herein. Thus, under Labor Code section 2699(f)(2), Defendants are subject to a civil penalty of \$100 for each aggrieved employee per pay period for the initial violation of Labor Code section 1198 and \$200 for each aggrieved employee per pay period for each subsequent violation of Labor Code section 1198.

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Failure to Pay and Secret Underpayment of Overtime and Double Time Wages

286. Defendants violated Labor Code sections 223, 510, 1194, and 1198 by not paying Plaintiff and other aggrieved employees all overtime and double time wages earned for all the time they were suffered or permitted to work or were under Defendants' control, as alleged herein. Plaintiff and, on information and belief, other aggrieved employees regularly worked in excess of eight and/or twelve hours in a workday, and/or forty hours in a workweek, but were not paid overtime and/or double time wages. Thus, under Labor Code section 2699(f)(2), Defendants are subject to a civil penalty of \$100 for each aggrieved employee per pay period for the initial violation of Labor Code sections 223, 1194, and 1198, and \$200 for each aggrieved employee per pay period for each subsequent violation.

287. Defendants violated Labor Code section 223 by secretly paying a lower wage while purporting to pay the wage designated by statute or by contract, as alleged herein. For violations of Labor Code section 223, Labor Code section 225.5 authorizes an aggrieved employee to seek the following penalties, in addition to and entirely independent and apart from any other penalty: (1) For an initial violation, \$100 for each failure to pay each employee; and (2) For each subsequent violation, or any willful or intentional violation, \$200 for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld. This amount shall be recovered on behalf of the Labor Commissioner.

288. Defendants are and were Plaintiff's and other aggrieved employees' employers, or persons acting on their behalf, within the meaning of Labor Code section 558, who violated or caused to be violated, a section of Part 2, Chapter 1 of the Labor Code or any provision regulating hours and days of work in any IWC Wage Order and, as such, are subject to civil penalties for each underpaid employee as set forth in Labor Code section 558.

289. Pursuant to Labor Code section 558, Defendants are subject to a civil penalty of \$50 for an initial violation of Labor Code section 510 for each aggrieved employee, for each pay period for which the aggrieved employee was not provided with overtime and/or double time wages for all hours worked, as alleged herein. Furthermore, Labor Code section 558 imposes upon Defendants for each subsequent violation of Labor Code section 510 a civil penalty of \$100 for each aggrieved employee for each pay period for which the aggrieved employee was not provided with overtime and/or double time wages for all hours worked, as alleged herein.

290. Pursuant to Labor Code section 558.1, Defendants are employers or other persons acting on behalf of an employer, who violate, or cause to be violated, provisions regulating the “Hours and Days of Work” and the “Minimum Wages” sections of the applicable Wage Order, or who violate, or cause to be violated, sections 203, 226, 226.7, 1193.6, 1194, or 2802 of the Labor Code, and are subject to a civil penalty for each initial and subsequent violation. Defendants committed such violations when they failed to pay all overtime and double time wages, as alleged herein.

291. Defendants violated Labor Code section 1198 when they failed to comply with the maximum hours of work and the standard conditions of labor fixed by the IWC under the “Hours and Days of Work” and “Minimum Wages” sections of the Applicable IWC Wage Order, by failing to pay all overtime and double time wages, as alleged herein. Thus, under Labor Code section 2699(f)(2), Defendants are subject to a civil penalty of \$100 for each aggrieved employee per pay period for the initial violation of Labor Code section 1198 and \$200 for each aggrieved employee per pay period for each subsequent violation of Labor Code section 1198.

Failure to Timely Pay all Wages Due During Employment

292. Defendants violated Labor Code sections 204 and 1198 by not paying Plaintiff and aggrieved employees all minimum, regular, overtime, and double time wages owed, and all meal and rest premium wages owed by the time set forth by law during their employment, as alleged herein. Thus, under Labor Code section 2699(f)(2), Defendants are subject to a civil penalty of \$100 for each aggrieved employee per pay period for the initial violation of Labor Code sections 204 and 1198, and \$200 for each aggrieved employee per pay period for each subsequent violation.

293. Under Labor Code section 210(a), Defendants, in addition to, and entirely independent and apart from any other penalty, are subject to a civil penalty for failing to pay the wages of each aggrieved employee as provided in Labor Code section 204, as follows: (1) For any initial violation, \$100 for each failure to pay each aggrieved employee; and (2) For each subsequent violation, or any willful or intentional violation, \$200 for each failure to pay each aggrieved employee, plus 25 percent of the amount unlawfully withheld. This amount shall be recovered on behalf of the Labor Commissioner.

294. Pursuant to Labor Code section 558.1, Defendants are employers or other persons acting on behalf of an employer, who violates, or causes to be violated, any provision regulating the “Hours and

Days of Work” and the “Minimum Wages” sections of the applicable Wage Order, or who violates, or causes to be violated, sections 203, 226, 226.7, 1193.6, 1194, or 2802 of the Labor Code, and are subject to a civil penalty for each initial and/or subsequent violation. Defendants committed such violations when they failed to timely pay all wages due during employment, as alleged herein.

Failure to Timely Pay all Wages Due Upon Separation of Employment

295. Defendants violated Labor Code sections 201, 202, 203, and 1198 by not paying Plaintiff and aggrieved employees all minimum, regular, overtime, and double time wages owed, and all meal and rest premium wages owed by the time set forth by law upon their separation of employment, as alleged herein. Thus, under Labor Code section 2699(f)(2), Defendants are subject to a civil penalty of \$100 for each aggrieved employee per pay period for the initial violation of Labor Code sections 201, 202, 203, and 1198, and \$200 for each aggrieved employee per pay period for each subsequent violation.

296. Pursuant to Labor Code section 558.1, Defendants are employers or other persons acting on behalf of an employer, who violates, or causes to be violated, any provision regulating the “Hours and Days of Work” and the “Minimum Wages” sections of the applicable Wage Order, or who violates, or causes to be violated, sections 203, 226, 226.7, 1193.6, 1194, or 2802 of the Labor Code, and are subject to a civil penalty for each initial and/or subsequent violation. Defendants committed such violations when they failed to timely pay all wages due upon separation of employment, as alleged herein.

Failure to Furnish Accurate Itemized Wage Statements and Maintain Accurate Records

297. Defendants violated Labor Code sections 226(a), 1174(d), and 1198 by failing to maintain records detailing the start and end times of work shifts and meal periods, and knowingly and intentionally failing to maintain and provide Plaintiff and other aggrieved employees with wage statements accurately itemizing all information required by Labor Code section 226(a), as alleged herein, including the total hours worked, all regular hours worked, all overtime hours worked, all double time hours worked, all applicable hourly rates, the total wages earned, and the amount of sick leave. Thus, under Labor Code section 2699(f)(2), Defendants are subject to a civil penalty of \$100 for each aggrieved employee per pay period for the initial violation of Labor Code sections 226(a) and 1198, and \$200 for each aggrieved employee per pay period for each subsequent violation.

298. Alternatively, Labor Code section 226.3 provides for a civil penalty in the amount of \$250

per violation in an initial citation and \$1,000 for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the records required in subdivision (a) of section 226.

299. Labor Code section 1174.5 provides for a civil penalty of \$500 for any person employing labor who willfully fails to maintain accurate and complete records required by subdivision (d) of section 1174.

300. Pursuant to Labor Code section 558.1, Defendants are employers or other persons acting on behalf of an employer, who violates, or causes to be violated, any provision regulating the “Hours and Days of Work” and the “Minimum Wages” sections of the applicable Wage Order, or who violates, or causes to be violated, sections 203, 226, 226.7, 1193.6, 1194, or 2802 of the Labor Code, and are subject to a civil penalty for each initial and/or subsequent violation. Defendants committed such violations when they failed to furnish accurate itemized wage statements.

301. Defendants violated Labor Code section 1198 when they failed to comply with the standard conditions of labor fixed by the IWC under the “Records” section of the Applicable IWC Wage Order, by failing to keep and provide accurate records, as alleged herein. Thus, under Labor Code section 2699(f)(2), Defendants are subject to a civil penalty of \$100 for each aggrieved employee per pay period for the initial violation of Labor Code section 1198 and \$200 for each aggrieved employee per pay period for each subsequent violation of Labor Code section 1198.

Failure to Reimburse for Necessary Business Expenses

302. Defendants violated Labor Code section 2802 by failing to reimburse Plaintiff and all aggrieved employees for necessary expenses that they incurred in the discharge of their duties of employment. Thus, under Labor Code section 2699(f)(2), Defendants are subject to a civil penalty of \$100 for each aggrieved employee per pay period for the initial violation of this section, and \$200 for each aggrieved employee per pay period for each subsequent violation.

303. Pursuant to Labor Code section 558.1, Defendants are employers or other persons acting on behalf of an employer, who violates, or causes to be violated, any provision regulating the “Hours and Days of Work” and the “Minimum Wages” sections of the applicable Wage Order, or who violates, or causes to be violated, sections 203, 226, 226.7, 1193.6, 1194, or 2802 of the Labor Code, and are subject

1 to a civil penalty for each initial and/or subsequent violation. Defendants committed such violations when
2 they failed to reimburse for business expenses, as alleged herein.

3 304. Defendants violated Labor Code section 1198 when they failed to comply with the standard
4 conditions of labor fixed by the IWC under the “Uniforms and Equipment” section of the Applicable IWC
5 Wage Order, by failing to reimburse for business expenses, as alleged herein. Thus, under Labor Code
6 section 2699(f)(2), Defendants are subject to a civil penalty of \$100 for each aggrieved employee per pay
7 period for the initial violation of Labor Code section 1198 and \$200 for each aggrieved employee per pay
8 period for each subsequent violation of Labor Code section 1198.

9 ***Misclassification as Independent Contractor***

10 305. Labor Code section 226.8 states that it is unlawful for any person or employer to engage in
11 any of the following activities: (1) willful misclassification of an individual as an independent contractor;
12 or (2) Charging an individual who has been willfully misclassified as an independent contractor a fee, or
13 making any deductions from compensation, for any purpose, including for goods, materials, space rental,
14 services, government licenses, repairs, equipment maintenance, or fines arising from the individual’s
15 employment where any of the acts described in this paragraph would have violated the law if the individual
16 had not been misclassified.

17 306. Defendants violated Labor Code section 226.8 by willfully misclassifying Plaintiff and
18 aggrieved employees as independent contractors. Where an employer has engaged in a pattern and practice
19 of willfully misclassifying individuals as independent contractors, Labor Code section 226.8(c) imposes
20 on the employer a civil penalty of no less than \$10,000 and not more than \$25,000, in addition to any
21 other penalties or fines permitted by law.

22 ***Unlawful Deduction of Wages***

23 307. Labor Code section 221 states that it shall be unlawful for any employer to collect or
24 receive from an employee any part of wages theretofore paid by said employer to said employee.

25 308. Defendants violated Labor Code section 221 by unlawfully deducting wages paid to
26 Plaintiff and other aggrieved employees, such as by deducting “administration fees” on earned
27 commissions, and by retaining earned commissions and wages to offset amounts owed to Defendants.
28 These deductions were made for the sole benefit of Defendants.

309. For violations of Labor Code section 221, Labor Code section 225.5 imposes a civil penalty of \$50 for any initial violation, and \$100 for each subsequent violation, plus 25 percent of the amount unlawfully withheld. This penalty shall be recovered by the Labor Commissioner, and is in addition to and entirely independent and apart from any other penalty provided for under Labor Code sections 200 through 244.

Solicitation of Employment by Misrepresentation

310. Labor Code section 970 provides:

No person, or agent or office thereof, directly or indirectly, shall influence, persuade, or engage any person to change from one place to another in this State...for the purpose of working in any branch of labor, through or by means of knowingly false representations, whether spoken, written, or advertised in printed form, concerning either: (a) [t]he kind, character, or existence of such work; (b) [t]he length of time such work will last, or the compensation therefor...

311. Labor Code section 972 allows an individual in a civil action to recover double damages resulting from such misrepresentations.

312. Under Labor Code section 2699(f)(2), Defendants are subject to a civil penalty of \$100 for each aggrieved employee per pay period for the initial violation of Labor Code section 970, and \$200 for each aggrieved employee per pay period for each subsequent violation.

Retaliation

313. Labor Code section 98.6(a) states:

A person shall not discharge an employee or in any manner discriminate, retaliate, or take any adverse action against any employee of applicant for employment because the employee or applicant engaged in any conduct delineated in this chapter, including the conduct described in subdivision (k) of Section 96, and Chapter 5 (commencing with Section 1101) of Part 3 of Division 2, or because the employee or applicant for employment has filed a bona fide complaint or claim or instituted or caused to be instituted any proceeding under or relating to his or her rights that are under the jurisdiction of the Labor Commissioner, made a written or oral complaint that he or she is owed unpaid wages, or because the employee has initiated any action or notice pursuant to Section 2699, or has testified or is about to testify in a proceeding pursuant to that section, or because of the exercise by the employee or applicant for employment on behalf of himself, herself, or others of any rights afforded him or her.

1 314. Labor Code section 1102.5(b) states:

2 An employer, or any person acting on behalf of the employer, shall not
3 retaliate against an employee for disclosing information, or because the
4 employer believes that the employee disclosed or may disclose information,
5 to a government or law enforcement agency, to a person with authority over
6 the employee or another employee who has the authority to investigate,
7 discover, or correct the violation or noncompliance, or for providing
8 information to, or testifying before, any public body conducting an
9 investigation, hearing, or inquiry, if the employee has reasonable cause to
10 believe that the information discloses a violation of state or federal statute,
11 or a violation of or noncompliance with a local, state, or federal rule or
12 regulation, regardless of whether disclosing the information is part of the
13 employee's job duties.

14 315. Defendants engaged in retaliatory conduct against Plaintiff and other aggrieved employees
15 who exercised their right to report unpaid wages, to report workplace harassment and misconduct, and to
16 report unlawful conduct. For these violations, Defendants are subject to civil penalties under Labor Code
17 section 98.6(b)(3), which states: "In addition to other remedies available, an employer who violates this
18 section is liable for a civil penalty not exceeding \$10,000 per employee for each violation of this section,
19 to be awarded to the employee or employees who suffered the violation." Defendants are also subject to
20 civil penalties under Labor Code section 1102.5(f), which provides that in addition to other penalties, an
21 employer that is a corporation or limited liability company is liable for a civil penalty not exceeding
22 \$10,000 for each violation of this section.

23 316. For bringing this action, Plaintiff is additionally entitled to attorney's fees and costs
24 incurred herein.

25 317. Plaintiff seeks to recover civil penalties on behalf of herself and other aggrieved employees
26 for Defendants' violations of the Labor Code, including but not limited to Defendants' violations of Labor
27 Code sections 98.6, 201, 202, 203, 204, 221, 223, 224, 226, 226.7, 510, 512, 970, 1021.5, 1102.5, 1174,
28 1194, 1197, 1197.1, 1198, and 2802, pursuant to Labor Code section 2698, et seq. The exact amount of
the applicable penalties is in an amount to be shown according to proof at trial and within the jurisdictional
limitations of this Court.

WHEREFORE, Plaintiff prays for relief as hereinafter requested.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

- a. For general damages;
- b. For special damages;
- c. For an award of liquidated damages to the extent permissible by Labor Code section 1194.2;
- d. For reasonable attorney's fees, costs of suit, and interest to the extent permitted by law, including but not limited to pursuant to Code of Civil Procedure section 1021.5, and Labor Code sections 218.5, 218.6, 226, 1102.5, 1194, 1197.1, 2698, *et seq.*, and 2802;
- e. For civil and statutory penalties to the extent permitted by law, including those pursuant to the Labor Code, the Private Attorneys General Act, and the Orders of the Industrial Welfare Commission;
- f. For restitution as provided by Business and Professions Code section 17200, *et seq.*;
- g. For an order requiring Defendants to restore and disgorge all funds to each affected person acquired by means of any act or practice declared by this Court to be unlawful, unfair, or fraudulent and, therefore, constituting unfair competition under Business and Professions Code section 17200, *et seq.*;
- h. For an award of damages in the amount of unpaid compensation and monies including, but not limited to, actual damages, unpaid wages, minimum wages, regular wages, overtime wages, double time wages, waiting time penalties, and other penalties according to proof, including interest thereon, to the extent permissible by law;
- i. For an award of an additional hour of pay at the regular rate of compensation for each noncompliant meal and rest period, pursuant to Labor Code section 226.7 and the applicable Industrial Welfare Commission Wage Order;
- j. For injunctive relief as provided by the Labor Code including, but not limited to, Labor Code section 226(h), and Business and Professions Code section 17200, *et seq.*;
- k. For indemnification of all losses incurred as a result of employment with

Defendant, with interest;

- l. For pre- and post-judgment interest to the extent permitted by law including, but not limited to, Labor Code sections 218.6 and 1194;
- m. For a declaratory judgment that Defendants violated Labor Code sections 98.6, 201, 202, 203, 204, 221, 223, 224, 226, 226.7, 226.8, 510, 512, 970, 1021.5, 1102.5, 1174, 1194, 1197, 1197.1, 1198, and 2802, as well as sections 3, 4, 9, 11 and 12 of IWC Wage Order No. 4-2001; and
- n. An award of such other and further relief as this Court deems proper and just.

DEMAND FOR JURY TRIAL

Plaintiff hereby demands trial by jury to the extent authorized by law.

Respectfully submitted,

Dated: August 23, 2022

GRAHAM HOLLIS APC

By: _____

GRAHAM S.P. HOLLIS
VILMARIE CORDERO
HALI M. ANDERSON
DAWN M. BERRY
Attorneys for Plaintiff
ANNE MARIE MIDDLETON

EXHIBIT A

April 25, 2022

Attorneys at Law

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Monique R. Rodriguez
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619.546.4373 direct

VIA ONLINE ELECTRONIC FILING

California Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

CERTIFIED MAIL (RETURN RECEIPT)

Householder Group Antelope
Valley LLC
8985 E. Bell Rd.
Scottsdale, AZ 85260

Householder Group Antelope
Valley LLC
c/o C T Corporation System
330 North Brand Blvd., Ste. 700
Glendale, CA 91203

Householder Group of Coachella
Valley, LLC
41750 Rancho Las Palmas
Rancho Mirage, CA 92270

The Householder Group LP
645 E. Missouri Ave., Ste. 290
Phoenix, AZ 85012

The Householder Group LP
c/o Veronica Aaron, Agent for
Service of Process
1440 N. Harbor Blvd. #305A
Fullerton, CA 92835

Householder Group Estate and
Retirement Specialists LLC
c/o Scott Householder
8985 E. Bell Rd.
Scottsdale, AZ 85260

LPL Financial LLC
c/o C T Corporation
330 North Brand Blvd., Ste. 700
Glendale, CA 91203

LPL Financial LLC
4707 Executive Drive
San Diego, CA 92121

**Re: Anne Middleton's PAGA Claims Against Householder Group
Antelope Valley LLC, Householder Group of Coachella Valley,
LLC, The Householder Group, LP, Householder Group Estate
and Retirement Specialists LLC, and LPL Financial LLC**

Dear California Labor and Workforce Development Agency, Householder Group
Antelope Valley LLC, Householder Group of Coachella Valley, LLC, The Householder
Group, LP, Householder Group Estate and Retirement Specialists LLC, and LPL
Financial LLC:

///

*Provisionally Licensed Lawyer

Graham S.P. Hollis

Vilmarie Cordero

Hali Anderson

Nathan Reese

David Lin

Erik Dos Santos

Monique Rodriguez

Nora Steinhagen

Evan J. Armstrong

Alyssa Smith

Allison Schubert

Dustin S. Delp

Alex Kuner

Please be advised that Anne Middleton (“Claimant”) has retained our firm, GrahamHollis APC, to represent her for various claims against Householder Group Antelope Valley LLC, Householder Group of Coachella Valley, LLC, The Householder Group, LP, Householder Group Estate and Retirement Specialists LLC, and LPL Financial LLC (collectively, the “Companies”).

Please be advised that this letter shall serve as Claimant’s written notice to the California Labor and Workforce Development Agency (“LWDA”) and the Companies of the alleged California Labor Code (“Labor Code”) violations Claimant claims that the Companies committed against her and all other individuals who currently or formerly performed work for the Companies, individually and/or collectively, as a Financial Advisor or Advisor in California during the relevant statutory period. Claimant provides this notice, which includes the facts and theories to support her Labor Code violations alleged herein, in accordance with the Private Attorneys General Act of 2004 (codified in Labor Code §§ 2698 *et seq.*, “PAGA”), Labor Code § 2699.3.

Pursuant to Labor Code § 2699(a), and by way of this written notice, Claimant intends to represent herself and all other individuals who currently or formerly performed work for the Companies, individually and/or collectively, as a Financial Advisor or Advisor in California during the relevant time period¹ (referred to herein as “Financial Advisors”). All Financial Advisors, including Claimant, are believed to have suffered at least one of the Labor Code violations described herein. Claimant therefore contends that she and all other Financial Advisors are “aggrieved employees” as defined by the PAGA.

FACTUAL BACKGROUND

Householder Group Antelope Valley LLC, Householder Group of Coachella Valley, LLC, The Householder Group, LP and Householder Group Estate & Retirement Specialists, LLC (collectively, “Householder Group Entities”) are believed to be Arizona entities that conduct business in California. The Householder Group Entities provide advice to California residents on retirement planning, tax planning, estate planning, investments, and risk management. The Householder Group Entities requires its Financial Advisors to be registered representatives with and offer securities through LPL Financial LLC.

Claimant was recruited by and subsequently performed work for the Companies, individually and/or collectively, as a financial advisor (or advisor) from approximately October 18, 2021 to January 24, 2022. The Companies, individually and/or collectively, categorized Claimant as an independent contractor. It is Claimant’s understanding and belief based on her discussions with Renee Farida, the Chief Operation Officer, that she was to be hired as the Vice President of Investments for the Rancho Mirage location and was to take over the Regional Vice President position held by Judith Dolle, along with the Vice President of Financial Planning, Robert Valenzuela. It was Claimant’s understanding and belief based on her communications with the Companies, individually and/or collectively, that she would receive a \$90,000 base salary, plus 30% commissions, and receive the top end of Ms. Dolle’s business identified as \$500,001

¹ Relevant time period refers to the date that is one year prior to the date of this notice through and including the present date.

and up. In fact, Claimant was told by Ms. Farida that she did not have to bring in new clients as the 30% commissions was “icing on the cake.” It was also her understanding and belief that she would be employed by the Companies, individually and/or collectively, for a minimum of five years. As the Vice President of Investments, it was Claimant’s understanding and belief that she would be responsible for selling the Companies’, individual and/or collective, investment products and providing investment advice to Ms. Dolle’s clients, and eventually bring in her own clients. Claimant was informed that she would not be required to transition her clients from her previous employer and that she would have mentorship. She also was under the impression that her schedule would be flexible to permit time for various investment workshops and meetings with clients. Based on the representations made to Claimant, Claimant resigned from her position with her previous employer where she had benefits, such as health insurance and a 401k. However, the reality of Claimant’s position was vastly different than what she was promised.

According to the “Service Level Agreement” between Claimant and the Companies, individually and/or collectively, Claimant was to be paid on a draw against commissions on all Gross Revenues generated by or through servicing new or existing client accounts of \$90,000 per annum. Claimant was to be paid at a rate of 30% of all Gross Revenues. Claimant was charged an administrator fee on investment advisory fees. At all times during her employment with the Companies, individually and/or collectively, Claimant had no control over her schedule or tasks. Claimant was required to work in office, from 8:00 a.m. to 4:30 p.m., often times longer at the request of Ms. Dolle. Claimant was provided with a company email address and laptop computer. The Companies, individually and/or collectively, did not provide Claimant with a dedicated telephone and instead instructed her to use her personal cell phone. Claimant was required to attend multiple events outside of her scheduled hours and had to use her personal vehicle to attend such events. Claimant’s work was monitored and supervised by Ms. Dolle and Ms. Farida. Claimant was instructed to keep track of her time on the Companies’, individual and/or collective, calendar through a program entitled Redtail. Claimant was instructed by the Companies, individually and/or collectively, to partake in specialized training and education conducted by the Companies, individually and/or collectively, was required to use the Companies’, individual and/or collective, marketing strategies, and was to deliver financial services in the designated area. The Companies, individually and/or collectively, set up social media profiles for Claimant using her company email address and required Claimant, through the Companies’, individual and/or collective, marketing team, to post various marketing items on social media. Claimant’s licensing was transferred to the Companies, individually and/or collectively. However, prior to Claimant’s licenses being transferred to the Companies, individually and/or collectively, Claimant was instructed to solicit new clients and transfer her clients from her previous employer to the Companies, individually and/or collectively. Claimant informed the Companies, individually and/or collectively, that their instructions violated the law. Ms. Dolle expressed her dissatisfaction with Claimant’s position by, among other things, refusing to train and mentor Claimant or transition her clients to Claimant. In fact, Ms. Dolle yelled at Claimant that she did not have time for her because she was “trying to run a business.” Ms. Dolle also reprimanded Claimant for not bringing over enough clients and ostracized Claimant in front of others in the office by exclaiming that Claimant did not know how to do her job. Further, Claimant did not have the ability to hire or fire employees, as she was often scolded by Ms. Dolle for requesting the assistance from the administrative assistant and other personnel. As a result, Claimant had to perform tasks like

washing the dishes, ordering and purchasing supplies, and stocking the restroom with toilet paper. Despite performing work for the Companies, individually and/or collectively, Claimant was not timely paid her wages for all work and commissions earned. On at least two occasions, Claimant had to request payment from the Companies, individually and/or collectively after not being paid on the designated pay days. Claimant attempted numerous times to request a formal training and transition plan from Ms. Dolle and Ms. Farida. Claimant was also compelled to attend an in-person meeting in Scottsdale, Arizona with Scott Householder, the Founder and CEO of the Householder Entities, wherein Claimant advised Mr. Householder of the promises made, her adverse experience, and request for a formal training and transition schedule. Instead of working with Claimant, on or around December 17, 2021, the Companies, individually and/or collectively, instructed Claimant, through Jerry S. Blakely, a Regional Vice President, to not return to the office, but to continue to engage in work duties from home, which Claimant did. The Companies, individually and/or collectively, notified Claimant via email on January 24, 2022 that their relationship was terminated and requested that she return her laptop. Claimant subsequently drove to the Rancho Mirage location to drop off her lap top. Claimant was not paid for any time worked from December 15, 2021 through and including January 24, 2022. Despite being terminated by the Companies, individually and/or collectively, the Companies, individually and/or collectively, did not immediately pay Claimant all of her earned wages and commissions. To date, Claimant has not received all of her earned wages and commissions. Had Claimant known the representations made by the Companies, individually and/or collectively, were false and that they had no intention of following through with their promises, Claimant would not have accepted the position with the Companies, individually and/or collectively. Moreover, the Companies, individually and/or collectively, engaged in a pattern of career-damaging actions against Claimant, such as by terminating their relationship with Claimant, refusing to return inquiries from Claimant related to her working capital loan from LPL Financial LLC, and refusing to respond to inquiries from prospective employers.

Claimant contends, based on information and belief, that all policies, practices, procedures, and/or guidelines of the Companies, individually and/or collectively, applicable to Claimant were also applicable to all other Financial Advisors throughout the relevant time period. Claimant further contends, based on information and belief, that she and all other Financial Advisors suffered, and will continue to suffer, the same and/or similar violations of law described herein. Furthermore, Claimant contends that Companies are jointly and severally liable for the claims asserted herein since at all relevant times the Companies, individually and/or collectively, exercised control over the wages, hours and/or working conditions of all Financial Advisors, including Claimant; caused Financial Advisors to work and/or prevented Financial Advisors from working; and had control over Financial Advisors.

Claimant alleges that the Companies, individually and/or collectively, willfully misclassified Claimant and other Financial Advisors as independent contractors. As a direct result of the Companies', individual and/or collective, scheme of purposefully misclassifying Claimant and other Financial Advisors as independent contractors, the Companies, individually and/or collectively, denied, and continue to deny, Claimant and other Financial Advisors the specific rights afforded to them under the Labor Code and Industrial Welfare Commission ("IWC") Wage Order No. 4-2001. Specifically, the Companies,

individually and/or collectively, failed, and continue to fail, to timely pay all minimum, regular, and/or overtime wages to all Financial Advisors, including Claimant; failed, and continue to fail, to timely pay all earned commissions; failed, and continue to fail, to provide Claimant and other Financial Advisors with meal and/or rest periods and/or timely pay them premium wages; failed to timely pay Claimant and other former Financial Advisors all wages due and owing upon separation of employment and/or pay the required waiting time penalties; unlawfully deducted wages from Financial Advisors; secretly underpaid wages; failed, and continue to fail, to provide all Financial Advisors, including Claimant, with accurate itemized wage statements; failed, and continue to fail, to maintain accurate employment records; failed, and continue to fail, to reimburse Claimant and other Financial Advisors for necessary business expenses; fraudulently induced Claimant and other Financial Advisors of the kind, character, or existence of work, the length of time the work will last, and the compensation for the work performed; and engaged in unlawful retaliation.

Claimant alleges that the Companies, individually and/or collectively, have a policy, practice, procedure, and/or guideline of willfully misclassifying Financial Advisors, including Claimant, as independent contractors. Pursuant to the Companies' "Service Level Agreement," Claimant and other Financial Advisors are classified as independent contractors and not employees of the Companies, individually and/or collectively. However, Labor Code §§ 2750.5 and 2775 set forth a rebuttable presumption that all Financial Advisors, including Claimant, are employees of the Companies, individually and/or collectively. As discussed below, the Companies will be unable to meet all the conditions under Labor Code §§ 2750.5 and 2775 necessary to rebut the statutory presumption that Financial Advisors are employees. Further, if a court rules that the three-part test under Labor Code § 2775 does not apply, the Companies, individually and/or collectively, will be unable to demonstrate that Financial Advisors, including Claimant, are independent contractors under *S.G. Borello & Sons, Inc. v. Department of Industrial Relations* (1989) 48 Cal.3d 341. Moreover, the Companies, individually and/or collectively, will be unable to show that Claimant and other Financial Advisors meet any legally recognized exemption.

The Companies, individually and/or collectively, retain control and direction over the performance of Financial Advisors' work. For instance, the Companies, individually and/or collectively, primarily controlled when, where, and how Financial Advisors performed their work. The Companies, individually and/or collectively, provided Financial Advisors with a workspace, company email address, and computer. Specifically, Claimant and other Financial Advisors had a set schedule, were to perform their work at a specific office location, were to only offer and sell "approved product[s]," were to use the Companies', individual and/or collective, "marketing strategies and sales systems," and were to participate in "unique, specialized, and proprietary education and training." The Companies, individually and/or collectively, required Financial Advisors to hold or otherwise obtain various licenses. Financial Advisors, such as Claimant, reported to and were under the supervision of the Companies, individually and/or collectively, including, but not limited to, the Chief Operating Officer, Chief Compliance Officer, and the Regional Vice Presidents.

Moreover, Claimant and other Financial Advisors did not perform work that was outside the usual course of the Companies', individual and/or collective, business, as the Companies, individually and/or

collectively, provide financial services, including retirement, tax and estate planning and investment and risk management strategies. Claimant, and on information and belief other Financial Advisors, are believed to rely solely on the work of the Companies, individually and/or collectively, and are not customarily engaged in the business of Financial Advisors independently from the work performed by the Companies, individually and/or collectively. Further, the Service Level Agreement includes a “Non Solicitation and NonCompetition” clause, which prohibits Financial Advisors from soliciting or accepting business from any client or prospective client of the Companies, individually and/or collectively.

Thus, among other things, the level of control retained by the Companies, individually and/or collectively, over Financial Advisors’ performance of work, as well as the fact that Financial Advisors perform work within the usual course of the Companies’, individual and/or collective, business, and because Financial Advisors are not permitted to independently engage in the business of financial advising, there is a clear employer-employee relationship between the Companies, individually and/or collectively, and Financial Advisors, including Claimant. The Companies’, individual and/or collective, policy, practice, procedure and/or guideline of classifying Financial Advisors as “independent contractors” is therefore in violation of California law.

Claimant asserts that the Companies, individually and/or collectively, have a policy, practice, procedure, and/or guideline of not timely paying Financial Advisors all minimum, regular, and/or overtime wages for all time actually worked or spent under the control of the Companies, individually and/or collectively, on the day designated in advance as the regular pay day. Claimant and other Financial Advisors were to be paid on a draw against commissions on all Gross Revenues generated by or through servicing new or existing client accounts on the specific dates designated in advance by the Companies, individually and/or collectively. Financial Advisors earned a percentage of all Gross Revenues generated by or through servicing new client accounts. However, the Companies, individually and/or collectively, did not timely pay the draw to Financial Advisors, such as Claimant, on the dates designated in advance by the Companies, individually and/or collectively. In fact, on at least two occasions, Claimant had to request her payment from the Companies. Claimant also was not paid for any work performed after December 15, 2021 despite performing work for the Companies, individually and/or collectively, through January 24, 2022. Further, Claimant and other Financial Advisors did not earn at least minimum wages for all hours worked or spent under the control of the Companies, individually and/or collectively, including time spent performing non-productive tasks. In addition, the Companies, individually and/or collectively, failed to separately compensate Financial Advisors, including Claimant, at least minimum wages for time spent taking rest periods. Furthermore, Claimant and, on information and belief, other Financial Advisors regularly worked in excess of eight (8) hours and/or twelve (12) hours in a workday and/or forty (40) hours in a workweek, but were not paid any overtime wages. Thus, Claimant contends that she and other Financial Advisors were not timely paid all minimum, regular, and/or overtime wages for all hours worked or spent under the control of the Companies, individually and/or collectively, in violation of California law.

Claimant asserts that the Companies, individually and/or collectively, have a policy, practice, procedure, and/or guideline of failing to timely pay all earned commissions. Financial Advisors, including

Claimant, were to be paid a percentage of all Gross Revenues generated by and through servicing new client accounts once the Companies, individually and/or collectively, received all fees and completely processed the fees. However, throughout the Financial Advisors' employment, the Companies, individually and/or collectively, failed to timely pay all commissions after they had been earned by the Financial Advisor. For instance, despite bringing over 20 clients, Claimant was not paid, and has yet to be paid, any earned commissions.

Claimant alleges that the Companies, individually and/or collectively, have a policy, practice, procedure, and/or guideline of not providing Financial Advisors, including Claimant, with the opportunity to take 30-minute, off-duty, uninterrupted meal periods that were free from the Companies' control when they worked more than six (6) hours in a day. Claimant also alleges that the Companies, individually and/or collectively, have a policy, practice, procedure and/or guideline of not providing Claimant and other Financial Advisors with the opportunity to take a second 30-minute, off-duty, uninterrupted meal period that was free from the Companies' control when they worked more than ten (10) hours in a day. Claimant asserts that the Companies, individually and/or collectively, did not have a written meal period policy that was applicable to Financial Advisors. Claimant further contends that she and other Financial Advisors were not provided with the opportunity to take lawful meal periods because the Companies, individually and/or collectively, have a policy, practice, procedure, and/or guideline of requiring Financial Advisors to "pound the phone" to bring in new business, engage in training and education related to the Companies', individual and/or collective, services and products, and engage in marketing efforts.

For the same reasons, Claimant and other Financial Advisors were not authorized or permitted by the Companies, individually and/or collectively, to take an off-duty, uninterrupted, 10-minute rest period for every four (4) hours worked or major fraction thereof. Thus, Claimant contends that she and other Financial Advisors were never provided with a legally compliant rest period.

Although Financial Advisors, including Claimant, did not receive legally compliant meal and/or rest periods, Claimant and, on information and belief, other Financial Advisors did not receive premium wages equivalent to an additional hour of pay at their regular rate of pay for each day they were not provided compliant meal and/or rest periods.

Claimant alleges that the Companies, individually and/or collectively, have a policy, practice, procedure, and/or guideline of not timely paying former Financial Advisors, such as herself, all wages due and owing upon separation of employment and/or the required waiting time penalties for the late payment of wages. For instance, Claimant contends that despite her relationship with the Companies, individually and/or collectively, being terminated on or around January 24, 2022, she was not immediately paid all of her wages due and owing including, but not limited to, unpaid minimum, regular, overtime, commissions, and/or premium wages. Claimant also contends that, to date, she has not received all wages owed nor the required waiting time penalties. Claimant further contends, based on information and belief, that other former Financial Advisors were not timely paid all wages due and owing upon separation of employment and/or the required waiting time penalties.

Claimant asserts that the Companies, individually and/or collectively, have a policy, practice, procedure, and/or guideline of unlawfully deducting wages to be paid to Financial Advisors. For instance, the “Service Level Agreement” states that the Companies, individually and/or collectively, will charge Financial Advisors an “administration fee” on earned commissions. The “Service Level Agreement” also states that it will retain earned commissions and wages to offset amounts owed to the Companies, individually and/or collectively. These deductions constitute unlawful deductions from earned wages as the deductions are for the sole benefit of the Companies, individually and/or collectively, by allowing the Companies to pass on business-related expenses to the Financial Advisors.

Claimant contends that the Companies, individually and/or collectively, have a policy, practice, procedure, and/or guideline of not furnishing Financial Advisors, including Claimant, with wage statements. For instance, Claimant contends that the Companies, individually and/or collectively, did not furnish her and, on information and belief, other Financial Advisors with an itemized wage statement at the time of each payment of wages. As a result, Claimant and other Financial Advisors did not receive wage statements reflecting the information required by California law including, but not limited to, the total hours worked by the employee, all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee, the gross wages earned, the net wages earned, all deductions, and the pay period information for each wage statement. Due to the Companies’, individual and/or collective, failure to furnish wage statements, Claimant and other Financial Advisors were unable to promptly and easily determine, for example, the gross and net wages earned during the pay period, and all deductions made from the gross wages during the pay period.

Claimant asserts that the Companies, individually and/or collectively, have a policy, practice, procedure and/or guideline of not maintaining accurate employment records. The Companies’, individual or collective, illegal policies, practices, procedures, and/or guidelines, such as those described herein, including the Companies’ failure to record all hours worked and failure to furnish wage statements, have resulted in the Companies’, individual and/or collective, failure to maintain accurate records reflecting Financial Advisors’ actual time worked and actual wages and commissions earned and paid, among other things, in violation of California law.

Claimant contends that the Companies, individually and/or collectively, have a policy, practice, procedure and/or guideline of failing to reimburse Financial Advisors for necessary business expenses incurred in the discharge of their duties. For instance, Claimant was not provided with and was instructed to use her personal cell phone to make work-related phone calls. Claimant also had to use her personal vehicle to travel to various work events. Despite incurring expenses, such as costs related to cell phone usage and mileage, the Companies, individually and/or collectively failed to reimburse Claimant and other Financial Advisors for necessary business expenses.

Claimant asserts that the Companies, individually and/or collectively, have a policy, practice, procedure and/or guideline of soliciting employment by misrepresentation. For instance, the Companies, individually and/or collectively, promised Claimant that she would that she was to be hired as the Vice

President of Investments for the Rancho Mirage location and was to take over the Regional Vice President position held by Judith Dolle, along with the Vice President of Financial Planning, Robert Valenzuela. However, Ms. Dolle refused to provide Claimant with access to her clients and transition the practice. The Companies, individually and/or collectively, also represented that she would receive a \$90,000 base salary, plus 30% commissions. However, the “Service Level Agreement” provided to Claimant states that her compensation is on a commission basis, where she earns 30% on all Gross Revenues generated or will otherwise be paid a draw against her commissions of \$90,000 per annum. The Companies, individually and/or collectively promised Claimant mentorship and flexibility, but the reality was that Claimant was treated with repudiation and given a rigid schedule. The Companies, individually and/or collectively promised Claimant that she would not have to transition her clients from her previous employer. However, Claimant was instructed to solicit her clients from her previous employer. The Companies, individually and/or collectively, also promised Claimant that the position would be for a minimum of five years, but the Companies, individually and/or collectively, terminated their relationship with Claimant after a few months. The Companies, individually and/or collectively, knew at the time of making the promises to Claimant that the promises were false and that they had no intention of keeping the promises made. The Companies, individually and/or collectively, availed themselves of Claimant’s skills, ability, time and experience. As a result of the false representations made by the Companies, individually and/or collectively, Claimant resigned from her position with her previous employer where she had benefits, such as health insurance and a 401k, and forewent other job opportunities.

Claimant asserts that the Companies, individually and/or collectively, have a policy, practice, procedure and/or guideline of retaliating against Financial Advisors, such as Claimant, who exercise their right to report unpaid wages, to report workplace harassment and misconduct, and to report unlawful conduct. For instance, the Companies, individually and/or collectively, engaged in retaliatory conduct against Claimant by terminating her relationship with the Companies, individually and/or collectively, refusing to return inquiries from Claimant related to her working capital loan from LPL Financial LLC, and refusing to respond to inquiries from prospective employers after Claimant reported that she was not being timely paid her wages and requested payment, after she refused to solicit clients when her licenses were not held by the Companies, individually and/or collectively, and following a request for personnel and related records by counsel.

Due to the foregoing Labor Code violations, the Companies, individually and/or collectively, denied, and continue to deny, Claimant and other Financial Advisors certain rights afforded to them under the Labor Code and IWC Wage Order No. 4-2001. Claimant makes each of these claims against the Companies, individually and/or collectively, on behalf of herself and all other Financial Advisors.

Also, in a separate, but not necessarily mutually exclusive, alternative theory of liability, Householder Group Antelope Valley LLC, Householder Group of Coachella Valley, LLC, The Householder Group, LP, Householder Group Estate and Retirement Specialists LLC, LPL Financial LLC, Scott A. Householder, Renee Farida, and Judith Dolle are each liable for the PAGA civil penalties under Labor Code §§ 558 and 1197.1 as “other person(s)” who caused the violations alleged herein. (See *Atempa*

v. Pedrazzani (2018) 27 Cal.App.5th 809, 820 [“if there is evidence and a finding that a party *other than the employer* ‘violates, or causes of be violated’ the overtime laws (§ 558(a)), or ‘pays or causes to be paid to an employee’ less than minimum wage (§ 1197.1(a)), then that party is liable for certain civil penalties *regardless of the identity or business structure of the employer*”]; see also *Moua v. IBM* (N.D. Cal. 2019) 2019 U.S. Dist. LEXIS 40851 [holding the same].)

To the extent the Companies, individually and/or collectively, contend that any claims alleged herein are subject to arbitration, any such assertion is meritless. Any alleged agreement to arbitrate is an unlawful condition of employment upon which Claimant detrimentally relied upon, and had Claimant known that any such condition was illegal, she would not have signed the agreement. Further, any alleged agreement to arbitrate is both procedurally and substantively unconscionable and violative of public policy, and thus unenforceable.

All facts, claims, and/or legal theories contained within this written notice are alleged and/or asserted on behalf of Claimant and all other Financial Advisors. The facts, claims, and/or legal theories contained in this written notice are based on the information available at the time of this writing. Since Claimant’s investigation is ongoing, Claimant reserves her right to assert any and all related facts, claims, and/or theories of liability discovered after the sending of this written notice on behalf of herself and other current or former Financial Advisors against the Companies, individually and/or collectively, and/or other persons who may be discovered after the sending of this written notice. Such other persons may include, but are not limited to, those persons who have acted as an agent, subsidiary, servant, employee, co-conspirator, alter-ego, and/or joint venture of the Companies, individually and/or collectively, as well as those persons who caused and/or concurrently contributed to the various acts and/or admissions of each and every one of the others, including the Companies, individually and/or collectively, in proximately causing the wrongful conduct, harm, and/or damages alleged herein or otherwise participated in or ratified any or all of the acts and/or omissions complained herein, and those who were acting within the authority and/or scope of the Companies, individually and/or collectively. Claimant reserves the right to revise these facts, include new facts, and/or add any new claims or legal theories by amending this written notice and/or by adding facts, claims, and/or legal theories to her civil complaint.

MISCLASSIFICATION AS INDEPENDENT CONTRACTOR
(Labor Code §§ 226.8, 2750.5, 2775, and 3353)

Pursuant to Labor Code § 226.8(a), it is unlawful for an employer to willfully misclassify an individual as an independent contractor. Moreover, Labor Code § 226.8(b) prohibits employers from “[c]harging an individual who has been willfully misclassified as an independent contractor a fee, or making any deductions from compensation, for any purpose, including for goods, materials, space rental, services, government licenses, repairs, equipment maintenance, or fines arising from the individual’s employment...”

Where an employer has engaged in, or is engaging in, a pattern or practice of willfully misclassifying individuals as independent contractors, Labor Code § 226.8(c) imposes on the employer a

civil penalty of no less than ten thousand dollars (\$10,000) and not more than twenty-five thousand dollars (\$25,000), in addition to any other legally permitted penalties.

Labor Code § 2775 codifies the “ABC” test set forth in *Dynamex Operations W. Inc. v. Superior Court* (2018) 4 Cal.5th 903 to determine whether an individual is an employee or an independent contractor for purposes of the Labor Code and the IWC Wage Orders. Specifically, Labor Code § 2775 provides that, “a person providing labor or services for remuneration shall be considered an employee rather than an independent contractor,” unless the hiring entity establishes that all of the following three conditions are satisfied:

- (A) The person is free from the control and direction of the hiring entity in connection with the performance of the work, both under the contract for the performance of the work and in fact.
- (B) The person performs work that is outside the usual course of the hiring entity’s business.
- (C) The person is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed.

Labor Code § 3353 further defines “independent contractor” to mean “any person who renders service for a specified recompense for a specified result, under the control of his principal as to the result of his work only and not as to the means by which such result is accomplished.”

As set forth above, the Companies, individually and/or collectively, have a policy, practice, procedure, and/or guideline of willfully misclassifying Claimant and other Financial Advisors as independent contractors. Claimant and other Financial Advisors are employees for purposes of the Labor Code and IWC Wage Order No. 4-2001 because the Companies, individually and/or collectively, retain control and direction over the performance of Financial Advisors’ work by controlling their work schedules, location of work, training and education, work performance, and marketing, among other things. Financial Advisors also performed work that is within the usual course of the Companies’, individual and/or collective, business. The Companies, individually and/or collectively, did not permit Financial Advisors to independently engaged in financial advising outside of their work with the Companies, individually and/or collectively. Claimant will pursue all available remedies against the Companies, individually and/or collectively, for their violations of the Labor Code and relevant IWC Wage Order on behalf of herself and all Financial Advisors to the extent permitted by law.

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**FAILURE TO PAY MINIMUM, REGULAR, OVERTIME,
AND/OR COMMISSION WAGES**

(Labor Code §§ 510, 558, 1194, 1194.2, 1197, 1197.1, 1198, and the “Minimum Wages” and “Hours and Days of Work” sections of IWC Wage Order No. 4-2001)

Labor Code § 1197 states, “[t]he minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a lower wage than the minimum so fixed is unlawful.” (See *Gonzalez v. Downtown LA Motors, LP* (2013) 215 Cal.App.4th 36, 44 [providing that an employer may not pay “less than the applicable minimum wage for all hours worked in the payroll period, whether the remunerations is measured by time, piece, commission, or otherwise”].)

The “Minimum Wages” section of IWC Wage Order No. 4-2001 further provides that “[e]very employer shall pay to each employee, on the established payday for the period involved, not less than the applicable minimum wage for all hours worked in the payroll period, whether the remuneration is measured by time, piece, commission, or otherwise.”

Labor Code § 1197.1 provides:

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 to any employee a wage less than the minimum fixed by an applicable state or local law or by an order of the commission shall be subject to a civil penalty, restitution of wages, liquidated damages payable to the employee, and any applicable penalties imposed pursuant to Section 203...

Labor Code § 1198 states:

The maximum hours of work and the standard conditions of labor 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.

Labor Code § 510(a), which codifies an employee’s right to overtime compensation, provides:

Eight hours of labor constitutes a day’s work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in

excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.

The “Hours and Days of Work” and “Minimum Wages” sections of IWC Wage Order No. 4-2001 mandate the same requirements as Labor Code § 510. Under California law, an employee may not waive his or her right to overtime compensation. (*Early v. Superior Court* (2000) 79 Cal.App.4th 1420, 1430.)

Labor Code § 1194(a) provides:

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.

Labor Code § 1194.2 allows for the recovery of liquidated damages in an amount equal to the minimum wages unlawfully unpaid and interest thereon.

Labor Code § 558 provides that “any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty” of \$50 for each underpaid employee for each pay period for which the employee was underpaid for any initial violation, and \$100 for each underpaid employee for each pay period for which the employee was underpaid for each subsequent violation.

As discussed herein, the Companies, individually and/or collectively, have a policy, practice, procedure and/or guideline of failing to timely pay all minimum, regular, overtime and/or commission wages to Claimant and, on information and belief, other Financial Advisors for all hours actually worked or time spent under the control of the Companies, individually and/or collectively, on the date designated in advance by the Companies as the regular pay day. The Companies, individually and/or collectively, also failed to separately compensate Claimant and other Financial Advisors at least minimum wage for rest periods. Additionally, the Companies, individually and/or collectively, failed to timely pay all overtime wages to Claimant and other Financial Advisors for all hours worked in excess of eight (8) hours per day, twelve (12) hours per day, and/or forty (40) hours per week on the payday for the next regular payroll period. The Companies, individually and/or collectively, also failed to pay all earned commissions to Financial Advisors. Claimant will pursue all available remedies against the Companies, individually and/or collectively, for their violations of the Labor Code and relevant IWC Wage Order on behalf of herself and all Financial Advisors to the extent permitted by law.

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FAILURE TO PROVIDE MEAL PERIODS AND/OR TIMELY PAY PREMIUM WAGES
(Labor Code §§ 204, 226.7, 512, and the “Meal Periods” section of IWC Wage Order No. 4-2001)

Section 512(a) of the Labor Code provides:

An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived. (Emphasis added.)

In pertinent part, the “Meal Periods” section of IWC Wage Order No. 4-2001 states:

(A) No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day's work the meal period may be waived by mutual consent of the employer and the employee. Unless the employee is relieved of all duty during a 30-minute meal period, the meal period shall be considered an “on duty” meal period and counted as time worked. An “on duty” meal period shall be permitted only when the nature of the work prevents an employee from being relieved of all duty and when by written agreement between the parties an on-the-job paid meal is agreed to. The written agreement shall state that the employee may, in writing, revoke the agreement at any time.

(B) If an employer fails to provide an employee a meal period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided.

A meal period generally comports with the requirements of California law if the employee has at least 30-minutes uninterrupted and the employee is relieved of any and all duty and is free to leave the premises during such time. (*Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1036.) California law further prohibits employers from “...undermining [its] formal policy of providing meal

breaks by pressuring employees to perform their duties in ways that omit breaks.” (*Id.* at 1040 [internal citations omitted].)

Pursuant to Labor Code § 226.7(c):

If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the meal or rest or recovery period is not provided.

Labor Code § 204 establishes an employee’s fundamental right in the state of California to be paid wages in a timely manner for their work. Premium wages under Labor Code § 226.7 are wages that are due payable in accordance with the Labor Code § 204. (*Murphy v. Kenneth Cole Productions, Inc.* (2007) 40 Cal.4th 1094, 1103-1114.)

As set forth above, the Companies, individually and/or collectively, failed to provide Claimant and, on information and belief, other Financial Advisors with the opportunity to take uninterrupted, off-duty meal periods of at least 30-minutes before the start of their sixth hour of work and/or a second off-duty 30-minute meal period when they worked in excess of ten (10) hours. Consequently, Claimant and other Financial Advisors are entitled to receive one-hour of premium wages for each day a compliant meal period was not provided. Claimant will pursue all available remedies against the Companies, individually and/or collectively, for their violations of the Labor Code and relevant IWC Wage Order on behalf of herself and all Financial Advisors to the extent permitted by law.

**FAILURE TO AUTHORIZE AND PERMIT REST PERIODS
AND/OR TIMELY PAY PREMIUM WAGES**

(Labor Code §§ 204, 226.7, and the “Rest Periods” section of IWC Wage Order No. 4-2001)

The “Rest Periods” section of IWC Wage Order No. 4-2001 provides:

(A) 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. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes of net rest time per four (4) hours or major fraction thereof. However, a rest period need not be authorized for employees whose total daily work time is less than three

and one-half (3 ½) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.

(B) If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided. (Emphasis added.)

An employer has not authorized or permitted lawful off-duty rest periods unless the employer relieves its employees of any and all work-related duties and relinquishes all control over how its employees spend their time during rest periods. (*Augustus v. ABM Security Services, Inc.* (2016) 2 Cal.5th 267, 269.)

In pertinent part, Labor Code § 226.7 provides:

(b) An employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and health.

(c) If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for workday that the meal or rest or recovery period is not provided.

Labor Code § 204 establishes an employee's fundamental right in the state of California to be paid wages in a timely manner for their work. Premium wages under Labor Code § 226.7 are wages that are due payable in accordance with the Labor Code § 204. (*Murphy, supra*, 40 Cal.4th at 1103-1114.)

As discussed herein, the Companies, individually and/or collectively, failed to authorize and permit Claimant and, on information and belief, other Financial Advisors to take an off-duty, uninterrupted 10-minute rest period for every four (4) hours worked or major fraction thereof. Therefore, Claimant and other Financial Advisors are entitled to receive one-hour of premium wages for each day a legally compliant rest period was not provided. Claimant will pursue all available remedies against the Companies, individually and/or collectively, for their violations of the Labor Code and relevant IWC Wage Order on behalf of herself and all Financial Advisors to the extent permitted by law.

FAILURE TO TIMELY PAY ALL WAGES AND COMMISSIONS
DUE DURING EMPLOYMENT
(Labor Code §§ 204 and 210)

Labor Code § 204 establishes an employee's fundamental right in the state of California to be paid wages in a timely manner for their work. Specifically, Labor Code § 204(a) states that all wages earned are due and payable twice during each calendar month on days designated in advance by the employer as regular pay days. Overtime wages are to be paid no later than the payday for the next regular payroll period. (Labor Code § 204(b)(1).) All wages earned includes commissions and must also be paid twice during each calendar month. (See *Peabody v. Time Warner Cable Inc* (2014) 59 Cal.4th 662, 668.)

Labor Code § 210 states that, "every person who fails to pay the wages of an employee as provided in Section...204...shall be subject to a civil penalty" of \$100 for an initial violation and \$200 plus 25% of the amount unlawfully withheld for a subsequent violation.

As set forth herein, the Companies, individually and/or collectively, failed to timely pay Financial Advisors all earned wages and commissions during employment. For instance, Claimant was paid her earned wages on the date designated in advance by the Companies on at least two occasions. Claimant also did not timely receive all earned commissions. Claimant will pursue all available remedies against the Companies, individually and/or collectively, for their violations of the Labor Code and relevant IWC Wage Order on behalf of herself and all Financial Advisors to the extent permitted by law.

FAILURE TO PAY ALL WAGES DUE AND OWING UPON SEPARATION OF
EMPLOYMENT AND/OR THE REQUIRED WAITING TIME PENALTIES
(Labor Code §§ 201, 202, and 203)

Labor Code § 201 states, in pertinent part, "[i]f an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately." Premium wages constitute wages under Labor Code § 204. (*Murphy, supra*, 40 Cal.4th at 1103-1114.)

Labor Code § 202 provides, in pertinent part:

If an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

Labor Code § 203(a) further states:

If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.3, 201.5, 201.9, 202, and 205.5, any

wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced; but the wages shall not continue for more than 30 days.

As discussed herein, the Companies, individually and/or collectively, failed to timely pay Claimant and other former Financial Advisors all minimum, regular, and/or overtime wages, meal and/or rest period premium wages, and all earned commissions within the required time upon separation of their employment. The Companies, individually and/or collectively, also did not pay Claimant and, on information and belief, other former Financial Advisors the required waiting time penalties for the late payment of wages. Claimant will pursue all available remedies against the Companies, individually and/or collectively, for their violations of the Labor Code and relevant IWC Wage Order on behalf of herself and all former Financial Advisors to the extent permitted by law.

UNLAWFUL DEDUCTION OF WAGES
(Labor Code §§ 221, 224, and 225.5)

Labor Code § 221 provides, “[i]t shall be unlawful for any employer to collect or receive from an employee any part of wages theretofore paid by said employer to said employee.”

Employers are prohibited from making wage deductions except where authorized by law. Specifically, Labor Code § 224 provides that it is unlawful for an employer to make deductions from an employee’s wages except where:

...the employer is required or empowered so to do by state or federal law or when a deduction is expressly authorized in writing by the employee to cover insurance premiums, hospital or medical dues, or other deductions not amounting to a rebate or deduction from the standard wage arrived at by collective bargaining or pursuant to wage agreement or statute, or when a deduction to cover health and welfare or pension plan contributions is expressly authorized by a collective bargaining or wage agreement.

California courts have consistently interpreted Labor Code § 224 to mean that deductions are unlawful if made to benefit the employer. (See *City of Oakland v. Hassey* (2008) 163 Cal.App.4th 1477, 1501 [lawful wage deductions are for the benefit of employee, not employer, citing 3 Op.Atty.Gen. 178, 3-27-44]; *Davis v. Farmers Ins. Exchange* (2016) 245 Cal.App.4th 1302.) Furthermore, the California Division of Labor Standard Enforcement Policies and Interpretations Manual states, “Section 224 may not...be relied upon to allow an employer to deduct an amount from an employee’s pay which is for the use or benefit of the employer.” (DLSE Manual (Rev. 2009) § 11.3.3.)

For violations of Labor Code § 221, Labor Code § 225.5 imposes a civil penalty of \$50 for any initial violation and \$100 for each subsequent willful violation, plus 25 percent of the amount unlawfully withheld. This penalty is in addition to and entirely independent from any other penalty provided under Labor Code §§ 200-244 *et seq.*

As set forth above, the Companies, individually and/or collectively, unlawfully deducted wages paid to Claimant and other Financial Advisors by deducting “administration fees” on earned commissions, by retaining earned commissions and wages to offset amounts owed to the Companies, individually and/or collectively. These deductions were made for the sole benefit of the Companies, individually and/or collectively. Claimant will pursue all available remedies against the Companies, individually and/or collectively, for their violations of the Labor Code and relevant IWC Wage Order on behalf of herself and all Financial Advisors to the extent permitted by law.

SECRET UNDERPAYMENT OF WAGES

(Labor Code § 223)

Labor Code 223 states, “[w]here any statute or contract requires an employer to maintain the designated wage scale, it shall be unlawful to secretly pay a lower wage while purporting to pay the wage designated by statute or by contract.”

As stated herein, the Companies, individually and/or collectively, engaged in an illegal pattern and practice of underpaying or otherwise not paying earned commissions by unlawfully deducting “administration fees” and withholding earned wages to offset amounts owed to the Companies, individually and/or collectively. Claimant will pursue all available remedies against the Companies, individually and/or collectively, for their violations of the Labor Code and relevant IWC Wage Order on behalf of herself and all Financial Advisors to the extent permitted by law.

FAILURE TO FURNISH ACCURATE ITEMIZED WAGE STATEMENTS

(Labor Code §§ 226, 226.3, and the “Records” section of IWC Wage Order No. 4-2001)

Labor Code § 226(a) states in pertinent part:

Every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as detachable part of the check, draft, or voucher paying the employee’s wages, or separately when 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... (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (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, ... and (9) all applicable hourly rates in effect during each period and the corresponding number of hours worked at each hourly rate by the employee...

Labor Code § 226(e)(1) provides:

An employee suffering injury as a result of knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand (\$4,000), and is entitled to an award of costs and reasonable attorney's fees.

Labor Code § 226(h) further states, "an employee may also bring an action for injunctive relief to ensure compliance with this section and is entitled to an award of costs and reasonable attorneys' fees."

Labor Code § 226.3 imposes an additional civil penalty of \$250 per employee per violation in an initial citation and \$1,000 per employee per violation for any subsequent violation on the employer for violations of Labor Code § 226(a).

As discussed herein, the Companies, individually and/or collectively, failed to furnish Claimant and other Financial Advisors with itemized wage statements as required by California law. Specifically, the Companies, individually and/or collectively, did not furnish Claimant with an itemized wage statement at any point during her employment. As a result, Claimant and other Financial Advisors were not informed of, for instance, the gross wages earned, the net wages earned, and all deductions. Claimant will pursue all available remedies against the Companies, individually and/or collectively, for their violations of the Labor Code and relevant IWC Wage Order on behalf of herself and all Financial Advisors to the extent permitted by law.

FAILURE TO MAINTAIN ACCURATE EMPLOYMENT RECORDS

(Labor Code §§ 226, 1174, 1174.5, and the "Records" section of IWC Wage Order No. 4-2001)

Labor Code § 1174(c) requires every employer to "keep a recording showing the names and addresses of all employees employed..." Labor Code § 1174(d) further requires every person employing labor in California to:

[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units

earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept in accordance with rules established for this purpose by the commission, but in any case shall be kept on file for not less than three years.

An employer is further obliged under Labor Code § 226(b) to keep the information required by Labor Code § 226(a) and afford current or former employees the right to inspect or copy records pertaining to their employment.

The “Records” section of IWC Wage Order No. 4-2001 also provides that every employer shall keep accurate information with respect to each one of its employees, including time records showing when the employee begins and ends each work period, meal periods, total daily hours worked, total wages paid each payroll period, and total hours worked in the payroll period and applicable rates of pay. The “Records” section of IWC Wage Order No. 4-2001 further provides when a piece rate or incentive plan is in operation, piece rates or an explanation of the incentive plan formula must be provided to employees.

Labor Code § 1174.5 imposes a civil penalty of \$500 for an employer’s failure to maintain accurate and complete records. This civil penalty is in addition to the civil penalty of \$100 per pay period, per aggrieved employee that would be imposed pursuant to Labor Code § 2699 for a violation of Labor Code § 1174(d).

Labor Code § 226(e)(1) provides:

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

As set forth above, the Companies, individually and/or collectively, did not require Financial Advisors to record their time worked, meal periods taken, and did not furnish wage statements to Financial Advisors in violation of California law. Claimant will pursue all available remedies against the Companies, individually and/or collectively, for their violations of the Labor Code and relevant IWC Wage Order on behalf of herself and all Financial Advisors to the extent permitted by law.

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FAILURE TO REIMBURSE FOR NECESSARY BUSINESS EXPENSES
(Labor Code § 2802)

Labor Code § 2802(a) provides, in pertinent part, “[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.”

Labor Code § 2802(b) states, “[a]ll awards made by a court or by the Division of Labor Standards Enforcement for reimbursement of necessary expenditures under this section shall carry interest at the same rate as judgments in civil actions. Interest shall accrue from the date on which the employee incurred the necessary expenditure or loss.” Accordingly, Claimant will request that he receive interest on the applicable amount.

Furthermore, Labor Code § 2802(c) states, “[f]or purposes of this section, the term ‘necessary expenditures or losses’ shall include all reasonable costs, including, but not limited to, attorney’s fees incurred by the employee enforcing the rights granted by this section.” Consequently, Claimant will also request reimbursement of the attorney’s fees incurred in pursuing this matter.

As set forth above, the Companies, individually and/or collectively, required Claimant and other Financial Advisors to use their personal cell phones and/or vehicles in the discharge of their job duties without adequate reimbursement. Claimant will pursue all available remedies against the Companies, individually and/or collectively, for their violations of the Labor Code and relevant IWC Wage Order on behalf of herself and all Financial Advisors to the extent permitted by law.

SOLICITATION OF EMPLOYMENT BY MISREPRESENTATION
(Labor Code §§ 970 and 972)

Labor Code § 970 provides,

No person, or agent or officer thereof, directly or indirectly, shall influence, persuade, or engage any person to change from one place to another in this State...for the purpose of working in any branch of labor, through or by means of knowingly false representations, whether spoken, written, or advertised in printed form, concerning either: (a) the kind, character, or existence of such work; (b) the length of time such work will last, or the compensation therefore...

Labor Code § 972 allows an individual in a civil action to recover double damages resulting from such misrepresentations against any person, agent, or officer who violates Labor Code § 970 without first establishing criminal liability.

As discussed herein, the Companies, individually and/or collectively, knowingly made several false representations to Claimant regarding the kind and character of work, as well as the length of such work and compensation for work in order to induce Claimant to join the Companies. Claimant believed the false representations and due to such misrepresentations resigned from her employment to join the Companies. Had Claimant known that the representations were false, Claimant would not have joined the Companies. Claimant will pursue all available remedies against the Companies, individually and/or collectively, for their violations of the Labor Code and relevant IWC Wage Order on behalf of herself and all Financial Advisors to the extent permitted by law.

RETALIATION

(Labor Code §§ 98.6 and 1102.5)

Labor Code § 98.6(a) mandates,

[a] person shall not discharge an employee or in any manner discriminate, retaliate, or take any adverse action against any employee or applicant for employment because the employee or applicant engaged in any conduct delineated in this chapter, including the conduct described in subdivision (k) of Section 96, and Chapter 5 (commencing with Section 1101) of Part 3 of Division 2, or because the employee or applicant for employment has filed a bona fide complaint or claim or instituted or caused to be instituted any proceeding under or relating to his or her rights that are under the jurisdiction of the Labor Commissioner, made a written or oral complaint that he or she is owed unpaid wages, or because the employee has initiated any action or notice pursuant to Section 2699, or has testified or is about to testify in a proceeding pursuant to that section, or because of the exercise by the employee or applicant for employment on behalf of himself, herself, or others of any rights afforded him or her.

Labor Code § 98.6(a)(3) further provides that, “[i]n addition to other remedies available, an employer who violates this section is liable for a civil penalty not exceeding ten thousand dollars (\$10,000) per employee for each violation of this section, to be awarded to the employee or employees who suffered the violation.”

Labor Code § 1102.5(b) states,

[a]n employer, or any person acting on behalf of the employer, shall not retaliate against an employee for disclosing information, or because the employer believes that the employee disclosed or may disclose information, to a government or law enforcement agency, to a person with authority over the employee or another employee who has the authority to

investigate, discover, or correct the violation or noncompliance, or for providing information to, or testifying before, any public body conducting an investigation, hearing, or inquiry, if the employee has reasonable cause to believe that the information discloses a violation of state or federal statute, or a violation of or noncompliance with a local, state, or federal rule or regulation, regardless of whether disclosing the information is part of the employee's job duties.

In addition to other penalties, "an employer that is a corporation or limited liability company is liable for a civil penalty not exceeding ten thousand dollars (\$10,000) for each violation" of Labor Code § 1102.5(b).

As set forth above, the Companies, individually and/or collectively, have engaged in retaliatory conduct against Financial Advisors who exercised their right to report unpaid wages, to report workplace harassment and misconduct, and to report unlawful conduct. Claimant will pursue all available remedies against the Companies, individually and/or collectively, for their violations of the Labor Code and relevant IWC Wage Order on behalf of herself and all Financial Advisors to the extent permitted by law.

CIVIL PENALTIES FOR VIOLATIONS OF THE LABOR CODE AND IWC WAGE ORDERS

(Labor Code §§ 210, 225.5, 226.3, 226.8(c), 558, 1174.5, 1197.1, 1102.5(b), and 2699(f))

Labor Code § 210 provides that any person who fails to pay wages as provided in Labor Code § 204 shall be subject to a civil penalty of \$100 for any initial violation for each failure to pay each employee and for each subsequent violation, or any willful or intentional violation, \$200 for each failure to pay each employee, plus 25% of the amount unlawfully withheld, in addition to any other penalty.

For violations of Labor Code § 221, Labor Code § 225.5 imposes a civil penalty of \$50 for any initial violation and \$100 for each subsequent willful violation, plus 25% of the amount unlawfully withheld.

For violations of Labor Code § 226(a), Labor Code § 226.3 imposes a civil penalty of \$250 per employee per violation in an initial citation and \$1,000 per employee for each violation in a subsequent citation.

Where an employer has engaged in or is engaging in a pattern or practice of willfully misclassifying individuals as independent contractors, Labor Code § 226.8(c) imposes on the employer a civil penalty of not less than ten thousand (\$10,000) and not more than twenty-five thousand dollars (\$25,000), in addition to any other penalties permitted by law.

Labor Code § 558 subjects any employer or any person acting on behalf of an employer who violates Labor Code Part 2, Chapter 1, of the Labor Code (Labor Code §§ 500-558), or any provision

regulating the hours and days of work in any IWC Wage Order, to a civil penalty as follows: “[f]or any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid. For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid.”

For violations of Labor Code § 1174 subdivisions (b), (c), and (d), Labor Code § 1174.5 imposes a civil penalty of \$500.

Similarly, Labor Code § 1197.1 subjects 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 to any employee a wage less than the minimum fixed by an applicable state or local law, or by an order of the commission to a civil penalty, restitution of wages, liquidated damages payable to the employee, and any applicable penalties imposed pursuant to § 203 as follows:

(1) For any initial violation that is intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee is underpaid. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to § 1194.2, and any applicable penalties imposed pursuant to § 203. (2) For each subsequent violation for the same specific offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation is intentionally committed. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to § 1194.2, and any applicable penalties imposed pursuant to § 203. (3) Wages, liquidated damages, and any applicable penalties imposed pursuant to § 203, recovered pursuant to this section shall be paid to the affected employee.

Labor Code § 1102.5(b) imposes, in addition to other penalties, “a civil penalty not exceeding ten thousand dollars (\$10,000) for each violation.”

Labor Code § 2699(f) imposes a civil penalty of \$100 per pay period, per employee for the initial violation and \$200 per pay period, per employee for each subsequent violation for all Labor Code provisions for which a civil penalty is not specifically provided, including, but not limited to, Labor Code §§ 98.6, 201, 202, 203, 204, 221, 223, 224, 226(a), 226.7, 510, 512, 970, 1174(c) and (d), 1194, 1197, 1197.1, 1198, 2802, and relevant IWC Wage Orders.

As set forth above, the Companies, individually and/or collectively, violated the Labor Code and IWC Wage Order 4-2001 by, among other things, willfully misclassifying individuals as independent contractors; failing to timely pay all minimum, regular, and/or overtime wages; failing to timely pay all

earned commissions; failing to provide meal and/or rest periods and/or timely pay premium wages; failing to timely pay all wages due and owing upon separation of employment and/or pay the required waiting time penalties; unlawfully deducted wages; secretly underpaying wages; failing to furnish accurate itemized wage statements; failing to maintain accurate employment records; failing to reimburse for necessary business expenses; soliciting employment by misrepresentation; and engaged in unlawful retaliation, as required under the Labor Code and the applicable sections of IWC Wage Order 4-2001. As a result, the Companies, individually and/or collectively, are liable for civil penalties under Labor Code §§ 210, 225.5, 226.3, 226.8(c), 558, 1174.5, 1197.1, 1102.5(b), and 2699(f). Claimant will pursue all available remedies including, but not limited to, those stated herein, for the Companies', individual and/or collective, violations of the Labor Code and relevant IWC Wage Order on behalf of herself and all other Financial Advisors to the extent permitted by law.

ATTORNEY'S FEES, COSTS, INTEREST, LIQUIDATED DAMAGES AND PENALTIES

(Labor Code §§ 210, 226(e), 226(h), 558, 1194, 1194.2, 1197.1, 2802(c) and 2698, *et seq.*)

Labor Code §§ 210, 226(e), 226(h), 558, 1194, 1194.2, 1197.1, 2802(c), and 2698, *et seq.*, among others, give employees the right to recover in a civil action the full amount of damages, liquidated damages and penalties, including interest thereon, as well as reasonable attorney's fees and costs.

Pursuant to Labor Code § 2699(i), an aggrieved employee, such as Claimant, is entitled to collect 25% of the penalty assessment. Under Labor Code § 2699(g)(1), an aggrieved employee, such as Claimant, is entitled to an award of reasonable attorney's fees and costs. Accordingly, the Companies, individually and/or collectively, are liable for these items. Claimant has already incurred actual damages, costs and attorney's fees and she will continue to incur such costs as a result of the Companies', individual and/or collective, unlawful actions. Claimant will pursue all available remedies against the Companies, individually and/or collectively, including those provided by PAGA, on behalf of herself and other Financial Advisors to the extent permitted by California law for the violations of law described herein and those that may be later discovered.

CONCLUSION

Based on the foregoing, the Companies, individually and/or collectively, have violated the Labor Code and IWC Wage Order No. 4-2001, thereby depriving Claimant and other Financial Advisors of the rights and protections afforded to them. Specifically, Claimant contends that the Companies, individually and/or collectively, violated Labor Code §§ 98.6, 201, 202, 203, 204, 221, 223, 224, 226(a), 226.7, 226.8, 510, 512, 558, 970, 1102.5, 1174, 1194, 1197, 1197.1, 1198, 2750.5, 2775, 2802, 3353, and IWC Wage Order 4-2001. Claimant has satisfied the prerequisites of the PAGA to serve as a representative of all Financial Advisors, the general public, and the state of California in order to enforce California labor laws and to seek civil penalties for the provisions set forth herein, as well as those which may be later discovered.

California Labor and Workforce Development Agency
Householder Group Antelope Valley LLC
Householder Group of Coachella Valley, LLC
The Householder Group LP
Householder Group Estate and Retirement Specialists LLC
LPL Financial LLC
April 25, 2022
Page 27



Accordingly, if the LWDA declines to intervene or act within the time prescribed by the PAGA, Claimant may elect to initiate and/or amend a civil action, on behalf of herself and all other Financial Advisors, as permitted by the PAGA.

Sincerely,

A handwritten signature in black ink that reads "Monique R. Rodriguez". The signature is written in a cursive style.

Monique R. Rodriguez



April 28, 2022

Dear Reference MIDDLETON HOUSEHOLDER AG:

The following is in response to your request for proof of delivery on your item with the tracking number:
9414 8118 9876 5875 6346 51.

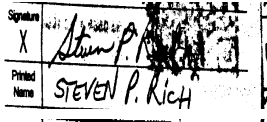
Item Details

Status:	Delivered
Status Date / Time:	April 27, 2022, 9:27 am
Location:	SAN DIEGO, CA 92121
Postal Product:	First-Class Mail®
Extra Services:	Certified Mail™ Return Receipt Electronic
Recipient Name:	LPL Financial LLC LPL Financial LLC

Shipment Details

Weight:	7.0oz
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Recipient Signature

Signature of Recipient:	
Address of Recipient:	

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LPL Financial LLC
LPL Financial LLC
4707 EXECUTIVE DR
SAN DIEGO CA 92121-3091

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Reference	MIDDLETON HOUSEHOLDER - AG
USPS #	9414811898765875634651
USPS Mail Class	Certified with Return Receipt (Signature)
USPS Status	Your item was delivered at 9:27 am on April 27, 2022 in SAN DIEGO, CA 92121.
USPS History	Departed USPS Regional Facility, April 27, 2022, 3:51 am, SAN DIEGO CA DISTRIBUTION CENTER In Transit to Next Facility, 04/26/2022 Arrived at USPS Regional Facility, April 25, 2022, 9:22 pm, SAN DIEGO CA DISTRIBUTION CENTER Accepted at USPS Origin Facility, April 25, 2022, 8:07 pm, SAN DIEGO, CA 92103 Shipping Label Created, USPS Awaiting Item, April 25, 2022, 5:13 pm, SAN DIEGO, CA 92103

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April 28, 2022

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The following is in response to your request for proof of delivery on your item with the tracking number:
9414 8118 9876 5875 6330 43.

Item Details

Status:	Delivered, Front Desk/Reception/Mail Room
Status Date / Time:	April 27, 2022, 11:51 am
Location:	FULLERTON, CA 92835
Postal Product:	First-Class Mail®
Extra Services:	Certified Mail™ Return Receipt Electronic
Recipient Name:	c o Veronica Aaron Agent for Service of Process

Shipment Details

Weight:	7.0oz
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Recipient Signature

Signature of Recipient:	
Address of Recipient:	

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9414 8118 9876 5875 6330 43

The Householder Group LP
c/o Veronica Aaron Agent for Service of Process
1440 N HARBOR BLVD STE 305A
FULLERTON CA 92835-4149

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Reference	MIDDLETON HOUSEHOLDER - AG
USPS #	9414811898765875633043
USPS Mail Class	Certified with Return Receipt (Signature)
USPS Status	Your item was delivered to the front desk, reception area, or mail room at 11:51 am on April 27, 2022 in FULLERTON, CA 92835.
USPS History	Departed USPS Regional Facility, April 26, 2022, 4:51 pm, ANAHEIM CA DISTRIBUTION CENTER Arrived at USPS Regional Facility, April 26, 2022, 7:02 am, ANAHEIM CA DISTRIBUTION CENTER Arrived at USPS Regional Origin Facility, 04/25/2022, 9:22 pm, SAN DIEGO CA DISTRIBUTION CENTER Accepted at USPS Origin Facility, April 25, 2022, 8:07 pm, SAN DIEGO, CA 92103 Shipping Label Created, USPS Awaiting Item, April 25, 2022, 5:06 pm, SAN DIEGO, CA 92103

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April 29, 2022

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9414 8118 9876 5875 6342 17.

Item Details

Status:	Delivered, Front Desk/Reception/Mail Room
Status Date / Time:	April 28, 2022, 11:33 am
Location:	SCOTTSDALE, AZ 85260
Postal Product:	First-Class Mail®
Extra Services:	Certified Mail™ Return Receipt Electronic
Recipient Name:	c o Scott Householder Householder Group Estate a

Shipment Details

Weight:	7.0oz
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Recipient Signature

Signature of Recipient:

Address of Recipient:

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Householder Group Estate and Retirement Special
c/o Scott Householder
8985 E BELL RD
SCOTTSDALE AZ 85260-1573

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Apr 25 2022
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Reference	MIDDLETON HOUSEHOLDER - AG
USPS #	9414811898765875634217
USPS Mail Class	Certified with Return Receipt (Signature)
USPS Status	Your item was delivered to the front desk, reception area, or mail room at 11:33 am on April 28, 2022 in SCOTTSDALE, AZ 85260.
USPS History	Departed USPS Regional Destination Facility, 04/27/2022, 3:47 pm, PHOENIX AZ DISTRIBUTION CENTER ANNEX Arrived at USPS Regional Destination Facility, 04/27/2022, 8:56 am, PHOENIX AZ DISTRIBUTION CENTER ANNEX In Transit to Next Facility, 04/26/2022 Arrived at USPS Regional Origin Facility, 04/25/2022, 10:06 pm, SAN DIEGO CA DISTRIBUTION CENTER Accepted at USPS Origin Facility, April 25, 2022, 8:51 pm, SAN DIEGO, CA 92103 Shipping Label Created, USPS Awaiting Item, April 25, 2022, 5:09 pm, SAN DIEGO, CA 92103

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April 29, 2022

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9414 8118 9876 5875 6348 66.

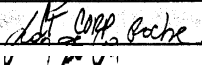
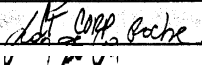
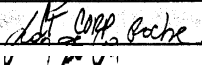
Item Details

Status:	Delivered, Individual Picked Up at Postal Facility
Status Date / Time:	April 28, 2022, 7:23 am
Location:	GLENDALE, CA 91209
Postal Product:	First-Class Mail®
Extra Services:	Certified Mail™ Return Receipt Electronic
Recipient Name:	c o C T Corporation LPL Financial LLC

Shipment Details

Weight:	7.0oz
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Recipient Signature

Signature of Recipient:	<table><tbody><tr><td>Signature</td><td></td></tr><tr><td>Printed Name</td><td></td></tr><tr><td>Delivery Address</td><td></td></tr></tbody></table>	Signature		Printed Name		Delivery Address	
Signature							
Printed Name							
Delivery Address							
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LPL Financial LLC
c/o C T Corporation
330 N BRAND BLVD STE 700
GLENDALE CA 91203-2336

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Reference	MIDDLETON HOUSEHOLDER - AG
USPS #	9414811898765875634866
USPS Mail Class	Certified with Return Receipt (Signature)
USPS Status	Your item was picked up at a postal facility at 7:23 am on April 28, 2022 in GLENDALE, CA 91209.
USPS History	Available for Pickup, 04/27/2022, 4:00 pm, GLENDALE, CA 91209 Arrived at Post Office, 04/27/2022, 3:49 pm, GLENDALE, CA 91209 Departed USPS Regional Facility, April 26, 2022, 11:40 pm, VAN NUYS CA DISTRIBUTION CENTER Arrived at USPS Regional Facility, April 26, 2022, 11:19 pm, VAN NUYS CA DISTRIBUTION CENTER Arrived at USPS Regional Facility, April 26, 2022, 7:12 am, SANTA CLARITA CA DISTRIBUTION CENTER Arrived at USPS Regional Origin Facility, 04/25/2022, 9:18 pm, SAN DIEGO CA DISTRIBUTION CENTER Accepted at USPS Origin Facility, April 25, 2022, 8:03 pm, SAN DIEGO, CA 92103 Shipping Label Created, USPS Awaiting Item, April 25, 2022, 5:10 pm, SAN DIEGO, CA 92103

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April 29, 2022

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The following is in response to your request for proof of delivery on your item with the tracking number:
9414 8118 9876 5875 6394 72.

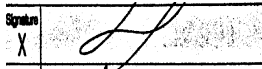
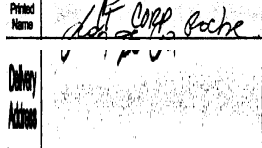
Item Details

Status:	Delivered, Individual Picked Up at Postal Facility
Status Date / Time:	April 28, 2022, 7:23 am
Location:	GLENDAL, CA 91209
Postal Product:	First-Class Mail®
Extra Services:	Certified Mail™ Return Receipt Electronic
Recipient Name:	c o C T Corporation System Householder Group Ant

Shipment Details

Weight:	7.0oz
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Recipient Signature

Signature of Recipient:	
Address of Recipient:	

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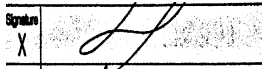
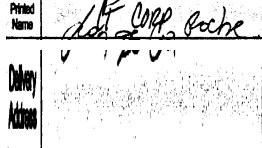
Item Details

Status:	Delivered, Individual Picked Up at Postal Facility
Status Date / Time:	April 28, 2022, 7:23 am
Location:	GLENDALE, CA 91209
Postal Product:	First-Class Mail®
Extra Services:	Certified Mail™ Return Receipt Electronic
Recipient Name:	c o C T Corporation System Householder Group Ant

Shipment Details

Weight:	7.0oz
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Recipient Signature

Signature of Recipient:	
Address of Recipient:	

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Householder Group Antelope Valley LLC
c/o C T Corporation System
330 N BRAND BLVD STE 700
GLENDALE CA 91203-2336



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Reference	MIDDLETON HOUSEHOLDER - AG
USPS #	9414811898765875639472
USPS Mail Class	Certified with Return Receipt (Signature)
USPS Status	Your item was picked up at a postal facility at 7:23 am on April 28, 2022 in GLENDALE, CA 91209.
USPS History	Available for Pickup, 04/27/2022, 4:00 pm, GLENDALE, CA 91209 Arrived at Post Office, 04/27/2022, 3:49 pm, GLENDALE, CA 91209 Arrived at USPS Regional Facility, April 26, 2022, 11:40 pm, VAN NUYS CA DISTRIBUTION CENTER Arrived at USPS Regional Facility, April 26, 2022, 7:12 am, SANTA CLARITA CA DISTRIBUTION CENTER Arrived at USPS Regional Origin Facility, 04/25/2022, 9:22 pm, SAN DIEGO CA DISTRIBUTION CENTER Accepted at USPS Origin Facility, April 25, 2022, 8:07 pm, SAN DIEGO, CA 92103 Shipping Label Created, USPS Awaiting Item, April 25, 2022, 4:59 pm, SAN DIEGO, CA 92103

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April 30, 2022

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9414 8118 9876 5875 6393 66.

Item Details

Status:	Delivered, Front Desk/Reception/Mail Room
Status Date / Time:	April 29, 2022, 12:27 pm
Location:	SCOTTSDALE, AZ 85260
Postal Product:	First-Class Mail®
Extra Services:	Certified Mail™ Return Receipt Electronic
Recipient Name:	Householder Group Antelope Valley LLC Householde

Shipment Details

Weight:	7.0oz
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Recipient Signature

Signature of Recipient:	
Address of Recipient:	8985E Bell Rd Scottsdale AZ 85260

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USPS CERTIFIED MAIL



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Householder Group Antelope Valley LLC
Householder Group Antelope Valley LLC
8985 E BELL RD
SCOTTSDALE AZ 85260-1573

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Reference	MIDDLETON HOUSEHOLDER - AG
USPS #	9414811898765875639366
USPS Mail Class	Certified with Return Receipt (Signature)
USPS Status	Your item was delivered to the front desk, reception area, or mail room at 12:27 pm on April 29, 2022 in SCOTTSDALE, AZ 85260.
USPS History	Departed USPS Regional Destination Facility, 04/28/2022, 5:11 pm, PHOENIX AZ DISTRIBUTION CENTER ANNEX Arrived at USPS Regional Destination Facility, 04/27/2022, 9:57 pm, PHOENIX AZ DISTRIBUTION CENTER ANNEX In Transit to Next Facility, 04/27/2022 Departed USPS Regional Origin Facility, April 26, 2022, 5:39 pm, SANTA CLARITA CA DISTRIBUTION CENTER Arrived at USPS Regional Origin Facility, 04/26/2022, 7:12 am, SANTA CLARITA CA DISTRIBUTION CENTER Accepted at USPS Origin Facility, April 26, 2022, 5:57 am, SAN DIEGO, CA 92103 Shipping Label Created, USPS Awaiting Item, April 25, 2022, 4:55 pm, SAN DIEGO, CA 92103

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