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Attorneys for Plaintiff Felicia Connors

Assigned for All Purposes:
Judge William D. Claster
Dept. CX101

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ORANGE

FELICIA CONNORS, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

POMPA PROGRAM, LLC; and DOES 1
THROUGH 50, inclusive,

Defendants.

Case No.: **30-2025-01476114-CU-OE-CXC**

Unlimited Civil

Amount Demanded exceeds \$35,000.00

CLASS ACTION COMPLAINT

[Cal. Code Civ. Proc. § 382]

1. Failure to Pay Minimum and/or Regular Wages;
2. Failure to Pay Overtime Wages;
3. Failure to Provide Meal Periods and/or Pay Premium Wages;
4. Failure to Provide Rest Periods and/or Pay Premium Wages;
5. Failure to Furnish Accurate Itemized Wage Statements;
6. Failure to Timely Pay All Wages Due and Owing Upon Separation of Employment and/or the Required Waiting Time Penalties;
7. Failure to Reimburse for Necessary Business Expenses;
8. Violation of California's Unfair Competition Law

– JURY TRIAL DEMANDED –

Plaintiff Felicia Connors (“Plaintiff”) brings this class action on behalf of herself and all others similarly situated against Defendants Pompa Program, LLC, and DOES 1 through 50, inclusive (collectively, “Defendants”), on the following grounds:

I. INTRODUCTION

1. Plaintiff brings this class action on behalf of herself and all others similarly situated against Defendants for unlawfully misclassifying workers as independent contractors instead of employees, depriving them of their rights under the California Labor Code (“Labor Code”) and the Industrial Welfare Commission (“IWC”) Wage Orders; on information and belief, IWC Wage Order No. 4-2001.

2. This class action is brought by Plaintiff on behalf of herself and all current and former individuals who performed work for Defendants in California and were classified as independent contractors during the relevant period (“similarly situated employees”).

3. Plaintiff is informed and believes, and on that basis alleges, that Defendants decreased their employment-related costs by systematically violating California wage and hour laws and engaging in unlawful and unfair business practices.

4. Plaintiff further believes that Defendants improperly classified Plaintiff and other similarly situated employees as independent contractors in order to avoid the costs and responsibilities governing employer-employee relationships.

5. Defendants’ systematic pattern of Labor Code and IWC Wage Order violations toward Plaintiff and other similarly situated employees in California include, but are not limited to:

- a. Misclassifying workers as independent contractors;
- b. Failing to pay all minimum and/or regular wages during employment;
- c. Failing to pay all overtime wages during employment;
- d. Failing to provide the opportunity to take legally compliant meal periods and/or pay premium wages;
- e. Failing to authorize and permit legally compliant rest periods and/or pay premium wages;
- f. Failing to provide accurate itemized wage statements;

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- g. Failing to timely pay all wages due and owing upon separation of employment and/or the required waiting time penalties;
- h. Failing to reimburse for necessary business expenses; and
- i. Engaging in unfair competition.

6. Plaintiff brings this lawsuit against Defendants seeking damages, restitution, declaratory judgment, injunctive relief, and monetary relief on behalf of herself and all other similarly situated employees of Defendants in California. Plaintiff seeks to recover, *inter alia*, unpaid wages, interest, attorneys' fees, damages, liquidated damages, statutory penalties, civil penalties, and litigation costs.

II. JURISDICTION AND VENUE

7. Pursuant to California Code of Civil Procedure ("Code of Civil Procedure") section 382 and California Business and Professions Code ("Business and Professions Code") section 17203, Plaintiff brings this action on behalf of herself and all other similarly situated employees.

8. This Court has jurisdiction over this action pursuant to Code of Civil Procedure section 410.10. Defendants are licensed to do business, and are actually doing business, in the state of California. The amount in controversy, exclusive of interest, costs, and attorneys' fees exceeds the minimum jurisdictional amount for this Court.

9. Venue is proper in this judicial district pursuant to Code of Civil Procedure sections 395(a) and 395.5 because many of the acts, conduct, and events alleged herein occurred within this county. Defendants transact business in this county and are otherwise within this Court's jurisdiction for purposes of service of process. The unlawful acts alleged herein have a direct effect on Plaintiff and other similarly situated employees within the county and throughout the state of California.

10. Pursuant to rule 3.400 of the California Rules of Court, this case shall be deemed a complex action because it is filed as a class action that involves specialized case management, extensive discovery and evidence, difficulty and/or novel issues, and is likely to require extensive post-judgment supervision.

III. PARTIES

A. Plaintiff

11. Plaintiff Felicia Connors is, and at all relevant times was, a resident of the State of California, and currently resides in San Clemente, California in Orange County. At all relevant times,

1 Plaintiff performed work for Defendants in Orange County.

2 12. Plaintiff worked for Defendants from October 16, 2023, until December 11, 2024. During
3 her employment, Plaintiff worked remotely in Orange County. For most of Plaintiff's employment, she
4 worked as a Client Success Representative. However, in the last month of her employment, her title
5 changed to Client Care Specialist.

6 13. At all relevant times, Plaintiff and other similarly situated employees of Defendants in
7 California were subject to the same policies, practices, and procedures governing their employment and
8 their payment of wages and hours worked.

9 **B. Defendants**

10 14. Defendant Pompa Program, LLC is a limited liability company formed in Park City, Utah.

11 15. Defendants' wrongful conduct, as alleged herein, occurred in Orange County and
12 throughout the State of California.

13 16. Plaintiff is informed and believes, and thereon alleges, that each Defendant, whether named
14 or fictitious, is and, at all relevant times, was authorized to do business and did business in the State of
15 California and was Plaintiff's and other similarly situated employees' "employer" as defined in and
16 subject to the California Labor Code and the applicable IWC Wage Order.

17 17. Each of the fictitiously named Defendants participated in the acts alleged in this Complaint.
18 The true names and capacities of the Defendants named DOES 1 through 50, inclusive, are presently
19 unknown to Plaintiff. Plaintiff will amend this Complaint, setting forth the true names and capacities of
20 the fictitious Defendants, if and when their true names and capacities are ascertained. Plaintiff is informed
21 and believes, and on that basis alleges, that each of the fictitious Defendants participated in the acts alleged
22 in this Complaint.

23 18. Plaintiff and all other similarly situated employees are, and at all relevant times were,
24 non-exempt employees of each Defendants, including DOES 1 through 50, within the meanings set forth
25 in the Labor Code and applicable IWC Wage Order.

26 19. Plaintiff is informed and believes that at all relevant times, each Defendant, whether named
27 or fictitious, was the agent, employee or other person acting on behalf of every other Defendant, and, in
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1 participating in the acts alleged in this Complaint, acted within the scope of such agency or employment
2 and ratified the acts of each other Defendant.

3 20. Plaintiff is informed and believes that at all relevant times, each Defendant, whether named
4 or fictitious, exercised control over Plaintiff's and other similarly situated employees' wages, hours and/or
5 working conditions.

6 21. Plaintiff is further informed and believes that at all relevant times, each Defendant, whether
7 named or fictitious, acted as the agent for the other Defendants, carried out a joint scheme, business plan
8 or policy, and the acts of each Defendant are legally attributable to the other Defendants.

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

11 23. A unity of interest and ownership between each Defendant, whether named or fictitious,
12 exists such that all Defendants acted as a single employer of Plaintiff and all other similarly situated
13 employees.

14 IV. GENERAL ALLEGATIONS

15 24. Plaintiff Felicia Connors is a former employee of Defendants who worked in a position as
16 a Client Success Representative ("CSR") during her employment from approximately October 16, 2023,
17 until December 11, 2024. Plaintiff's title remained CSR until the last month of her employment, when her
18 title was changed to Client Care Specialist.

19 25. Plaintiff was misclassified as an independent contractor and paid a weekly salary of
20 \$1,057.69. Defendants issued payments on a weekly basis but did not provide legally compliant wage
21 statements reflecting total hours worked, applicable hourly rates, or overtime compensation.

22 26. Plaintiff worked remotely from San Clemente, California and performed duties directly
23 related to Defendants' detox and coaching program. As a CSR, Plaintiff was responsible for onboarding
24 clients, handling client engagement, following up on concerns, managing client issues, and ensuring a
25 positive client experience. Plaintiff typically worked five days per week, averaging 40 hours per week.

26 27. Plaintiff's and other similarly situated employees' relationship with Defendants was
27 controlled by an "Independent Contractor Agreement" ("ICA") entered into upon the commencement of
28 work.

1 28. The ICA between Plaintiff and Defendants states that Plaintiff “performs Services for the
2 Company solely as an independent contractor.”

3 29. The ICA also contained an indemnification clause, obligating Plaintiff to “indemnify and
4 hold Company harmless from any loss or liability from performing the Services contemplated under this
5 Agreement.”

6 30. The ICA’s Addendum 1 (“Addendum”) provides that CSRs will be “Full time
7 (Independent Contractor)” and will receive monthly pay, paid weekly, plus a bonus tied to specific
8 performance metrics. The CSR I Base Compensation chart in the Addendum outlined a bonus structure
9 based on the number of clients enrolled in “Longevity Plus” and overall cancellation rates.

10 31. The Addendum further allows CSRs to be promoted, and states that “Promotion to CSR II
11 is per management discretion.”

12 32. During Plaintiff’s employment, Defendants exercised significant control over her work.
13 Defendants dictated her schedule, required prior approval for time off, evaluated performance, and
14 mandated adherence to company policies and procedures. Additionally, Plaintiff was required to wear
15 Defendants’ company-branded attire during video calls, attend mandatory meetings, and follow
16 standardized scripts when communicating with clients.

17 33. Plaintiff did not operate an independent business, trade, or occupation separate from her
18 work with Defendants. Instead, she performed core business functions essential to Defendants’ health and
19 wellness coaching program.

20 34. At all relevant times, Defendants improperly classified Plaintiff and other similarly situated
21 employees as independent contractors. As a result, Defendants denied Plaintiff and other similarly situated
22 employees, certain rights afforded to them under the Labor Code and IWC Wage Order No. 4-2001.
23 Specifically, Defendants failed to pay all minimum and/or regular wages; failed to timely pay all overtime
24 wages; failed to provide legally compliant meal periods and/or timely pay premium wages for
25 non-compliant meal periods; failed to provide legally compliant rest periods and/or timely pay premium
26 wages for non-compliant rest periods; failed to timely pay all wages due and owing upon separation of
27 employment and/or the required waiting time penalties; failed to furnish accurate itemized wage
28 statements; failed to reimburse for necessary business expenses; and violated California’s Unfair

1 Competition Law by requiring unlawful non-compete agreements as a condition of employment.

2 35. As a direct result of Defendants' scheme of purposefully misclassifying Plaintiff and other
3 similarly situated employees as independent contractors, Plaintiff and other similarly situated employees
4 did not receive proper protections and benefits of the laws governing the compensation for minimum,
5 regular, and overtime wages.

6 36. Plaintiff and other similarly situated employees were not compensated minimum, regular,
7 and overtime wages owed and earned because they were not compensated for all hours permitted and
8 suffered to work.

9 37. Defendants maintained a policy and practice that caused Plaintiff and other similarly
10 situated employees to perform work without proper compensation. Instead of paying Plaintiff and other
11 similarly situated employees for the hours worked, Defendants paid a lump sum every pay period.

12 38. Defendants also failed to pay Plaintiff and other similarly situated employees, proper
13 overtime when they worked over eight hours in a day and/or 40 hours in a week.

14 39. Plaintiff and other similarly situated employees also received non-discretionary bonuses
15 based on call cancellation rates and customer reviews. However, Defendants failed to include these
16 bonuses in the regular rate of pay when calculating overtime, resulting in unlawful underpayment of
17 overtime wages.

18 40. As a result of Defendants misclassification of Plaintiff and other similarly situated
19 employees as independent contractors, Defendants did not provide Plaintiff and other similarly situated
20 employees the opportunity to take compliant 30-minute, off-duty meal periods.

21 41. Although Plaintiff and other similarly situated employees worked more than five hours in
22 a shift, Plaintiff and other similarly situated employees did not receive a compliant 30-minute, off-duty
23 meal period.

24 42. Specifically, Plaintiff was required to take calls during meal breaks whenever it was
25 convenient for clients, resulting in meal periods being delayed, interrupted, or missed entirely.
26 Additionally, Plaintiff was expected to respond to messages from supervisors on Slack, including during
27 scheduled meal breaks.

28 43. Plaintiff and other similarly situated employees of Defendants have not signed a valid

1 on-duty meal period agreement at any point during their employment with Defendants, nor have they
2 properly waived any of their meal periods.

3 44. Thus, as a result of Defendants' illegal policies, Plaintiff and other similarly situated
4 employees were denied the opportunity to take legally compliant 30-minute meal periods, in violation of
5 the applicable Wage Order.

6 45. For the same reasons, Plaintiff and other similarly situated employees were also not
7 authorized and permitted to take off-duty, ten-minute rest periods for every four hours of work, or major
8 fraction thereof.

9 46. For example, due to Defendants' scheduling requirements, Plaintiff was required to
10 schedule calls back-to-back, leaving little to no time between calls for rest periods. As a result, Plaintiff
11 frequently took shortened, delayed, or entirely missed rest periods. Plaintiff was required to work through
12 her rest breaks, take untimely rest breaks, or take rest breaks that were less than ten minutes long.

13 47. Defendants had a pattern and practice of failing to authorize and permit Plaintiff and other
14 similarly situated employees to take legally compliant rest periods of at least ten minutes for every four
15 hours or major fraction thereof, because Defendants required them to remain on duty at all times during
16 their rest periods.

17 48. In addition and as a result of Defendants' failure to maintain accurate records, the wage
18 statements issued by Defendants did not include the correct total regular and overtime hours worked, the
19 correct amount of gross and net wages earned, the name of the employee and social security number or in
20 the alternative an employee identification number, and all applicable hourly rates and the corresponding
21 number of hours worked at each hourly rate, as required under Labor Code section 226(a).

22 49. As a direct result of Defendants' illegal policies and procedures, Defendants failed to
23 maintain accurate records reflecting all of Plaintiff's and other similarly situated employees' time worked
24 and wages paid, in violation of California law.

25 50. As a direct result of the aforementioned Labor Code violations, Defendants have not paid
26 Plaintiff and other similarly situated employees all wages due and payable upon separation of
27 employment, including minimum, regular, and overtime wages for all hours worked, and meal and rest
28 period premium wages, as required pursuant to Labor Code sections 201 and 202.

51. Defendants failed to indemnify Plaintiff and other similarly situated employees for all necessary expenses that were incurred in the discharge of their job duties. For example, Plaintiff and other similarly situated employees were required to use their personal cell phones and computers to communicate with their supervisors about their duties.

52. Plaintiff and other similarly situated employees were required to sign an unlawful non-compete agreement that restricted their ability to solicit clients and employees for 12 months post-employment. These non-compete agreements violate Business & Professions Code section 16600 and Labor Code section 432.5, which prohibit non-compete clauses in employment agreements.

53. Based on the foregoing violations of the Labor Code and the applicable IWC Wage Order, Defendants engaged in unfair business practices in California and willingly and knowingly engaged in an employment pattern and practice that violated Business & Professions Code sections 17200 *et seq.* Plaintiff suffered damages due to Defendants' unfair, unlawful and/or fraudulent actions.

V. CLASS ACTION DESIGNATION

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

55. Plaintiff brings Causes of Action One through Eight as a Class Action pursuant to California Code of Civil Procedure section 382 on behalf of herself and all current and former employees of Defendants in California and who were classified as independent contractors and who were affected by Defendants' Labor Code, Business and Professions Code, and IWC Wage Order violations, as alleged herein.

56. Plaintiff seeks to represent the following Classes, which are defined as:

The Non-Exempt Class:

All current and former individuals who performed work for Defendants in the state of California and were classified as independent contractors during the period commencing on the date that is within four years prior to the filing of the complaint through and including the last date of trial.

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57. Plaintiff also seeks to represent the following Subclass, which is defined as:

The Waiting Time Penalties Subclass:

All members of the Non-Exempt Class who performed work in the state of California during the period commencing on the date that is within three years prior to the filing of the complaint through and including the last date of trial.

58. **Reservation of Rights:** Pursuant to California Rule of Court 3.765(b), Plaintiff reserves the right to amend or modify the class definitions with greater specificity, by further division into subclasses, and/or limitation to particular issues.

59. Causes of Action One through Eight are appropriately suited for a class action pursuant to Section 382 of the Code of Civil Procedure because the following requirements are met:

A. Numerosity

60. The members of the Class and Subclass are sufficiently numerous to render the joinder of all their members impracticable. While Plaintiff has not yet determined the precise number of members of the Class and Subclass, Plaintiff is informed and believes that the Class and Subclass likely consist of over 200 individuals. Although the exact number is currently unknown to Plaintiff, this information is easily ascertainable from Defendants' time and payroll records and other personnel records.

B. Commonality and Predominance

61. Common questions of law and fact exist as to all class members and predominate over any questions affecting only individual members of the Class or Subclass. The common questions of law and fact that predominate include, but are not limited to:

- a. Whether Defendants misclassified the Non-Exempt Class as independent contractors;
- b. Whether Defendants failed to pay Non-Exempt Class members at least minimum wages and/or all regular wages owed for all hours or fractions of an hour worked and under the control of Defendants;
- c. Whether Defendants failed to pay Non-Exempt Class members all overtime wages for all hours, or fraction of hours, worked and under the control of Defendants;

- d. Whether Defendants failed to permit Non-Exempt Class members to take a duty-free, 30-minute meal period before the commencement of the sixth hour of work;
- e. Whether Defendants failed to permit Non-Exempt Class members to take off-duty rest periods of at least ten minutes for every four hours worked, or major fraction thereof;
- f. Whether Defendants failed to pay one additional hour of pay at the employees' regular rate of compensation to Non-Exempt Class members when they were not provided with compliant and timely meal and rest periods;
- g. Whether Defendants failed to furnish Non-Exempt Class members with accurate, itemized, wage statements;
- h. Whether Defendants failed to provide Non-Exempt Class members with accurate, itemized wage statements showing, among other things, the number of hours worked, the correct amount of gross and net wages earned;
- i. Whether Defendants failed to pay Waiting Time Penalties Subclass members all of their wages owed within the required time frames upon separation of employment;
- j. Whether Defendants failed to reimburse Non-Exempt Class members for necessary business expenses incurred in direct consequence of the discharge of their duties;
- k. Whether Defendants required Non-Exempt Class members to sign unlawful non-compete agreements as a condition of employment; and
- l. Whether Defendants engaged in fraudulent, unlawful, and/or unfair business practices.

C. Typicality

62. Plaintiff's claims are typical of the claims of all class members because Plaintiff and all class members' claims arise from the same event, practice and/or course of conduct of Defendants. Plaintiff and all class members sustained injuries and damages as a result of Defendants' illegal policies, practices and/or common course of conduct in violation of California wage and hour laws and/or illegal, unfair, or fraudulent business practices.

63. Furthermore, Plaintiff's claims under the Labor Code and IWC Wage Order No. 4-2001 are typical of the Class and Subclass because Defendants' failure to comply with the provisions of California's wage and hour laws entitles Plaintiff and each class member to similar pay, benefits, and other relief. Accordingly, the legal theories underlying each cause of action are the same and the remedies sought by Plaintiff and all class members are the same.

D. Adequacy of Representation

64. Plaintiff has no fundamental conflict of interest with the Class or Subclass she seeks to represent. Plaintiff will adequately protect the interests of all class members because it is in Plaintiff's best interest to prosecute the claims alleged herein to obtain full compensation and penalties due to her and putative class members.

65. Plaintiff retained attorneys who are experienced employment law litigators with significant wage and hour and class action experience.

E. Superiority of Class Action

66. Plaintiff believes a class action is a superior method of litigation for the fair and efficient adjudication of this controversy. Individual joinder of all class members is not practicable. Class action treatment will allow similarly situated employees to litigate their claims in the manner that is most efficient and economical for the parties and the judicial system.

67. Plaintiff knows of no difficulty that might be encountered in the management of this suit, which would preclude maintenance as a class action.

VI. CAUSES OF ACTION

FIRST CAUSE OF ACTION

FAILURE TO PAY MINIMUM AND REGULAR WAGES

(Violation of Labor Code §§ 1194, 1197, and 1198 and the "Minimum Wages" section of IWC

Wage Order No. 4-2001)

(Alleged by Plaintiff individually and on behalf of the Non-Exempt Class against all Defendants)

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

69. Plaintiff and the Non-Exempt Class are/were "non-exempt" employees of Defendants in

1 the state of California within the meaning of the Labor and IWC Wage Order No. 4-2001.

2 70. Plaintiff and other Non-Exempt Class members were misclassified as independent
3 contractors when they should have been classified as “non-exempt” employees of Defendants within the
4 meaning of the Labor Code and IWC Wage Order No. 4-2001.

5 71. Labor Code section 1197 provides, “[t]he minimum wage for employees fixed by the
6 commission or by any state or local law, is the minimum wage to be paid to employees, and the payment
7 of a lower wage than the minimum so fixed is unlawful.”

8 72. The “Minimum Wages” section of IWC Wage Order No. 4-2001 provides that an employer
9 may not pay employees less than the applicable minimum wage for all hours worked.

10 73. IWC Wage Order No. 4-2001 defines the term “hours worked” as “the time during which
11 an employee is subject to the control of an employer, and includes all the time the employee is suffered
12 or permitted to work, whether or not required to do so.”

13 74. Labor Code section 1198 states:

14 The maximum hours of work and the standard conditions of labor fixed by
15 the commission shall be the maximum hours of work and the standard
16 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.

17 75. As a direct result of Defendants’ scheme of purposefully misclassifying Plaintiff and the
18 Non-Exempt Class as independent contractors, Plaintiff and the Non-Exempt Class did not receive proper
19 protections and benefits of the laws governing the compensation for minimum wages and regular wages.

20 76. Plaintiff and the Non-Exempt Class, were not compensated minimum and regular wages
21 owed and earned because they were not compensated for all hours permitted and suffered to work.
22 Defendants maintained a policy and practice that caused Plaintiff and the Non-Exempt Class to perform
23 work without proper compensation. For example, instead of paying Plaintiff for hours worked, Defendants
24 paid her a lump sum every pay period.

25 77. Furthermore, Defendants required Plaintiff and other Non-Exempt Class members, to
26 perform work outside of their scheduled hours without compensation, including time spent in mandatory
27 meetings, preparing for client calls, and administrative tasks. Moreover, because Plaintiff and
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1 Non-Exempt Class members were misclassified, bonuses were improperly excluded from their regular
2 rate of pay, resulting in underpayment of wages.

3 78. Labor Code section 1194 provides, in part, that any employee receiving less than the legal
4 minimum wage is entitled to recover in a civil action the unpaid balance of the minimum wage, including
5 interest thereon, reasonable attorney's fees, and costs of suit.

6 79. Labor Code section 1194.2 allows an employee to recover liquidated damages in an amount
7 equal to the wages unlawfully unpaid and interest thereon for any action under Labor Code section 1194.

8 80. As a direct result of Defendants' violations alleged herein, Plaintiff and the Non-Exempt
9 Class have suffered substantial losses related to the use and enjoyment of such wages, including lost
10 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 81. 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 **SECOND CAUSE OF ACTION**

20 **FAILURE TO PAY ALL OVERTIME WAGES**

21 **(Violation of Labor Code §§ 510, 1194, and 1198, and the "Hours and Days of Work" section of**
22 **IWC Wage Order No. 4-2001)**

23 **(Alleged by Plaintiff individually and on behalf of the Non-Exempt Class against all Defendants)**

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

26 83. Plaintiff and the Non-Exempt Class are/were "non-exempt" employees of Defendants in
27 the state of California within the meaning of the Labor and IWC Wage Order No. 4-2001.

28 84. Plaintiff and other Non-Exempt Class members were misclassified as independent

1 contractors when they should have been classified as “non-exempt” employees of Defendants within the
2 meaning of the Labor Code and IWC Wage Order No. 4-2001.

3 85. Labor Code section 510 provides in pertinent part:

4 Any work in excess of eight hours in one workday and any work in excess
5 of 40 hours in any one workweek and the first eight hours worked on the
6 seventh day of work in any one workweek shall be compensated at the rate
7 of no less than one and one-half times the regular rate of pay for an
8 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.

9 86. Labor Code section 1194 provides that any employee receiving less than the legal overtime
10 compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the
11 full amount of this overtime compensation, including interest thereon, reasonable attorney’s fees, and
12 costs of suit.

13 87. Furthermore, pursuant to Labor Code section 1198:

14 The maximum hours of work and the standard conditions of labor fixed by
15 the commission shall be the maximum hours of work and the standard
16 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.

17 88. IWC Wage Order No. 4-2001 section 3 provides that an employer may not pay non-exempt
18 employees less than the applicable overtime rate for all overtime hours worked.

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

22 90. Defendants failed to pay Plaintiff and the Non-Exempt Class overtime wages for all hours
23 they worked over eight in a day or 40 in a week. For example, Plaintiff and the Non-Exempt Class were
24 not compensated for their meal periods due to the fact that they were not authorized or permitted to take
25 a 30-minute meal period. Additionally, Defendants paid a fixed salary without calculating overtime or
26 factoring in non-discretionary bonuses into the regular rate of pay.

27 91. Defendants misclassified Plaintiffs and Non-Exempt Class members as independent
28 contractors rather than as non-exempt employees, and thus failed to pay them overtime as required by law.

92. 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.

93. As a direct result of Defendants' violations alleged herein, Plaintiff and the Non-Exempt Class have suffered 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.

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

WHEREFORE, Plaintiff prays for relief as hereinafter requested.

THIRD CAUSE OF ACTION

FAILURE TO PROVIDE MEAL PERIODS

(Violation of Labor Code §§ 226.7, 512, and 1198 and the "Meal Periods" section of IWC Wage Order No. 4-2001)

(Alleged by Plaintiff individually and on behalf of the Non-Exempt Class against all Defendants)

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

96. Plaintiff and the Non-Exempt Class are/were "non-exempt" employees of Defendants in the state of California within the meaning of the Labor and IWC Wage Order No. 4-2001.

97. Plaintiff and other Non-Exempt Class members 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 No. 4-2001.

98. Labor Code section 512(a) provides, in part, that employers, including Defendants, “may not employ an employee for a work period of more than five hours per day without providing an employee with a meal period of not less than 30 minutes” and “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.”

99. Labor Code section 226.7 requires that employers, including Defendants, provide their employees with meal periods as mandated by the applicable Wage Order of the Industrial Welfare Commission, and prohibits employers from requiring any employee “to work during any meal ... period mandated by an applicable order of the Industrial Welfare Commission.” Labor Code section 226.7(c) states, “[i]f an employer fails to provide an employee a meal ... period in accordance with a state law... 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 ... period is not provided.”

100. Labor Code section 1198 states:

The maximum hours of work and 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.

101. IWC Wage Order No. 4-2001 section 11(A) states:

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 period is agreed to. The written agreement shall state that the employee may, in writing, revoke the agreement at any time.

102. IWC Wage Order No. 4-2001 section 11(B) goes on to state: “[i]f 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.”

103. Defendants maintained a pattern and practice of not providing Plaintiff and the Non-Exempt Class with legally compliant 30-minute off-duty meal periods during their shifts, even though they worked more than five hours during their workday.

104. Defendants did not have a written meal period policy that applied to the Non-Exempt Class. Further, Plaintiff and the Non-Exempt Class were unable to take compliant meal periods as a result of Defendants' policies alleged herein. For example, due to heavy workloads and Defendants' company-imposed scheduling constraints, Plaintiff and the Non-Exempt Class were required to remain available to assist clients and attend mandatory meetings during meal periods.

105. Plaintiff and the Non-Exempt Class did not sign valid on-duty meal period agreements at any point during their employment with Defendants.

106. Furthermore, due to Defendants' misclassification of Plaintiff and Non-Exempt Class members as independent contractors, Defendants did not provide them with the opportunity to take meal periods.

107. Because Defendants failed to provide proper and timely meal periods, they are liable to Plaintiff and the Non-Exempt 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 No. 4-2001 section 11(B).

108. Defendants have failed thus far to pay Plaintiff and the Non-Exempt 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.

109. 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.

110. As a direct result of Defendants' violations alleged herein, Plaintiff and the Non-Exempt Class have suffered 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

1 perform their obligations under state law, all to their respective damage in amounts according to proof at
2 trial and within the jurisdictional limitations of this Court.

3 111. Plaintiff seeks to recover in a civil action the unpaid balance of the full amount of the
4 unpaid wages resulting from Defendants' meal period violations including interest thereon, reasonable
5 attorney's fees and costs of suit, penalties, and liquidated damages to the fullest extent permissible
6 including those permitted pursuant to Labor Code sections 218.5, 218.6, 226.7, 512, 1198, and Code of
7 Civil Procedure section 1021.5.

8 WHEREFORE, Plaintiff prays for relief as hereinafter requested.

9 **FOURTH CAUSE OF ACTION**

10 **FAILURE TO PROVIDE REST PERIODS**

11 **(Violation of Labor Code §§ 226.7 and 1198 and the "Rest Periods" section of IWC Wage Order**
12 **No. 4-2001)**

13 **(Alleged by Plaintiff individually and on behalf of the Non-Exempt Class against all Defendants)**

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

16 113. Plaintiff and the Non-Exempt Class are/were "non-exempt" employees of Defendants in
17 the state of California within the meaning of the Labor and IWC Wage Order No. 4-2001.

18 114. Plaintiff and other Non-Exempt Class members were misclassified as independent
19 contractors when they should have been classified as "non-exempt" employees of Defendants within the
20 meaning of the Labor Code and IWC Wage Order No. 4-2001.

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

23 116. Labor Code section 1198 states:

24 The maximum hours of work and standard conditions of labor fixed by the
25 commission shall be the maximum hours of work and the standard
26 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.

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117. IWC Wage Order No. 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 often (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.

118. IWC Wage Order No. 4-2001 section 12(B) goes on to state: “[i]f 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.”

119. Plaintiff and the Non-Exempt Class, were and are not authorized and permitted to take compliant rest periods because Defendants improperly classified Plaintiff and Non-Exempt Class members as independent contractors.

120. Labor Code section 226.7(c) states, “[i]f an employer fails to provide an employee a ... rest ... period in accordance with a state law... the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the rest ... period is not provided.”

121. Even though Plaintiff and Non-Exempt Class members were not authorized and permitted to take off-duty rest periods, Defendants did not pay Plaintiff appropriate rest period premium wages for each day in which Defendants did not authorize and permit Plaintiff and the Non-Exempt Class to take compliant rest periods, in violation of Labor Code section 226.7 and IWC Wage Order No. 4-2001.

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

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123. 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.

124. As a direct result of Defendants' violations alleged herein, Plaintiff and the Non-Exempt Class have suffered 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.

125. Plaintiff seeks to recover in a civil action the unpaid balance of the full amount of the unpaid wages resulting from Defendants' rest period violations including interest thereon, reasonable attorney's fees and costs of suit, penalties, and liquidated damages to the fullest extent permissible including those permitted pursuant to Labor Code sections 218.5, 218.6, 226.7, 1198, and Code of Civil Procedure section 1021.5.

WHEREFORE, Plaintiff prays for relief as hereinafter requested.

FIFTH CAUSE OF ACTION

FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

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

(Alleged by Plaintiff individually and on behalf of the Non-Exempt Class against all Defendants)

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

127. Plaintiff and the Non-Exempt Class are/were "non-exempt" employees of Defendants in the state of California within the meaning of the Labor and IWC Wage Order No. 4-2001.

128. Plaintiff and other Non-Exempt Class members 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 No. 4-2001.

129. Labor Code section 226(a) requires that employers, including Defendants, furnish their

1 employees with each wage payment an accurate and itemized writing that shows gross wages earned, total
2 hours worked, all deductions, net wages earned, the inclusive dates of the period for which the employee
3 is paid, the name of the employee and the portion of his or her social security number, the name and
4 address of the legal entity that is the employer, and all applicable hourly rates in effect during the pay
5 period and the corresponding number of hours worked at each hourly rate by the employee.

6 130. Labor Code section 226(e), in part, permits employees suffering injury to collect the greater
7 of all actual damages or the amount specified in Labor Code section 226 per violation.

8 131. Labor Code section 226(e)(2)(B) states, in pertinent part, “an employee is deemed to suffer
9 injury for purposes of this subdivision if the employer fails to provide accurate and complete information
10 as required by any one or more of items (1) to (9), inclusive, of subdivision (a) and the employee cannot
11 promptly and easily determine from the wage statement alone one or more of the following: (i) The amount
12 of the gross wages or net wages paid to the employee during the pay period or any of the other information
13 required to be provided on the itemized wage statement pursuant to items (2) to (4), inclusive, (6), and (9)
14 of subdivision (a).”

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

18 133. Defendants did not furnish Plaintiff and other Non-Exempt Class members with an
19 itemized wage statement at the time of each payment of wages. As a result, Plaintiff and other Non-Exempt
20 Class members, did not receive wage statements reflecting the information required by Labor Code section
21 226 including, but not limited to, the total hours worked by the employee, all applicable hourly rates in
22 effect during the pay period and the corresponding number of hours worked at each hourly rate by the
23 employee, the gross wages earned, the net wages earned, all deductions, and the pay period information
24 for each wage statement.

25 134. Plaintiff and the Non-Exempt Class suffered injuries as a result of Defendants’ intentional
26 and knowing failure to provide and maintain the records required by Labor Code section 226(a).
27 Defendants’ failure to furnish accurate itemized wage statements left Plaintiff and the Non-Exempt Class
28 without the ability to know, understand, and question the hours worked and wages earned and due. As a

1 direct result, Plaintiff and the Non-Exempt Class have suffered and continue to suffer substantial injuries,
2 losses, and actual damages related to Defendants' violations, including lost wages, lost interest on such
3 wages, and expenses and attorney's fees in seeking to compel Defendants to fully perform their
4 obligations.

5 135. Defendants' failure to provide accurate itemized wage statements constitutes an injury as
6 defined under Labor Code section 226(e)(2)(B). Therefore, Plaintiff and the Non-Exempt Class have
7 suffered an injury for purposes of Labor Code section 226 and are entitled to recover the greater of all
8 actual damages or the amount specified in section 226 per violation.

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

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

17 WHEREFORE, Plaintiff prays for relief as hereinafter requested.

18 **SIXTH CAUSE OF ACTION**

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

21 **(Violations of Labor Code §§ 201, 202, and 203)**

22 **(Alleged by Plaintiff individually and on behalf of the Waiting Time Penalties Subclass against all**
23 **Defendants)**

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

26 139. Plaintiff and the Non-Exempt Class are/were "non-exempt" employees of Defendants in
27 the state of California within the meaning of the Labor and IWC Wage Order No. 4-2001.

28 140. Plaintiff and other Non-Exempt Class members were misclassified as independent

1 contractors when they should have been classified as “non-exempt” employees of Defendants within the
2 meaning of the Labor Code and IWC Wage Order No. 4-2001.

3 141. Labor Code section 201 requires Defendants to immediately pay any wages, without
4 abatement or reduction, to any employee who is discharged. Labor Code section 202 requires Defendants
5 to pay any and all wages due and owing to an employee not having a written contract for a definite period,
6 who quits his or her employment, within 72 hours of the employee quitting his or her employment, unless
7 the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee
8 is entitled to his or her wages at the time of quitting.

9 142. For violation of Labor Code sections 201 and 202, Labor Code section 203 causes the
10 unpaid wages of an employee to continue as a penalty from the due date thereof, at the same rate until
11 paid or until an action is commenced, but the wages shall not continue for more than 30 days.

12 143. As a result of Defendants’ conduct during the applicable statutory period, Defendants
13 willfully failed to pay Plaintiff all wages due and owing to them, including minimum wages, overtime
14 wages, and regular wages for all the time she was suffered or permitted to work or were engaged in work
15 under Defendants’ control, as well as all meal period premiums and rest period premiums owed within
16 the time required by Labor Code sections 201 and 202, as applicable.

17 144. To date, Plaintiff has not yet received all wages due and payable, including but not limited
18 to, minimum wages, overtime wages, regular wages, and meal and rest period premium wages owing to
19 her. On information and belief, members of the Waiting Time Penalties Subclass have not yet received all
20 minimum wages, overtime wages, regular wages, and meal and rest premium wages due and owing to
21 them.

22 145. 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,
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.

27 146. As a direct result of Defendants’ violations alleged herein, Plaintiff and the Waiting Time
28 Penalties Subclass have suffered substantial losses related to the use and enjoyment of such wages,

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

4 147. Plaintiff seeks to recover in a civil action all remedies including penalties and attorney's
5 fees and costs to the fullest extent permissible including those permitted pursuant to Labor Code sections
6 218.5 and Code of Civil Procedure section 1021.5.

7 WHEREFORE, Plaintiff prays for relief as hereinafter requested.

8 **SEVENTH CAUSE OF ACTION**

9 **FAILURE TO INDEMNIFY NECESSARY BUSINESS EXPENSES**

10 **(Violation of Labor Code § 2802 and the "Uniforms and Equipment" section of IWC Wage Order**
11 **No. 4-2001)**

12 **(Alleged by Plaintiff individually and on behalf of the Non-Exempt Class against all Defendants)**

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

15 149. Plaintiff and the Non-Exempt Class are/were "non-exempt" employees of Defendants in
16 the state of California within the meaning of the Labor and IWC Wage Order No. 4-2001.

17 150. Plaintiff and other Non-Exempt Class members were misclassified as independent
18 contractors when they should have been classified as "non-exempt" employees of Defendants within the
19 meaning of the Labor Code and IWC Wage Order No. 4-2001.

20 151. Labor Code section 2802 requires an employer to indemnify its employees for all necessary
21 expenditures or losses incurred by an employee in direct consequence of the discharge of his or her duties
22 of employment.

23 152. Labor Code section 2802(b) states, "[a]ll awards made by a court ... for reimbursement of
24 necessary expenditures" shall carry interest, at the same rate as judgments in civil actions, and said interest
25 will accrue from the date on which the employee incurred the necessary expenditure including, but not
26 limited to, reasonable costs and attorney's fees incurred by the employee in enforcing their rights granted
27 pursuant to Labor Code section 2802. The exact amount of the necessary expenditures or losses is in an
28 amount to be proven at time of trial.

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

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

7 155. Plaintiff and the Non-Exempt Class incurred business expenses in direct consequence of
8 their job duties through the use of their personal cell phones and the use of their personal computers.
9 Plaintiff and the Non-Exempt Class worked remotely and were required to use their Wi-Fi, electricity, and
10 other utilities in the discharge of their job duties without reimbursement.

11 156. Furthermore, Plaintiff and the Non-Exempt Class were required to use their personal cell
12 phones and computers to communicate with Defendants about their duties and to communicate with
13 customers. Despite Defendants’ knowledge that Plaintiff and the Non-Exempt Class were using personal
14 cell phones and computers for work related purposes, Defendants failed to reimburse them for these
15 expenses in violation of Labor Code section 2802.

16 157. As a direct result of Defendants’ violations alleged herein, Plaintiff and the Non-Exempt
17 Class suffered and continue to suffer, substantial losses related to Defendants’ failure to indemnify them
18 for the expenses and losses, including the use and enjoyment of such monies, lost interest on such monies
19 and expenses, and attorney’s fees and costs in seeking to compel Defendants to fully perform their
20 obligations under state law, all to their respective damage in amounts according to proof at trial and within
21 the jurisdictional limitations of this Court.

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

27 WHEREFORE, Plaintiff prays for relief as hereinafter requested.

28 ///

EIGHTH CAUSE OF ACTION

VIOLATION OF CALIFORNIA'S UNFAIR COMPETITION LAW

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

(Alleged by Plaintiff individually and on behalf of the Non-Exempt 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. Business and 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.

161. Defendants' Labor Code and IWC Wage Order violations alleged herein constitute "unlawful, unfair or fraudulent business act or practices," which are prohibited by Business and Professions Code sections 17200-17208 and include, but are not limited to: (i) failure to pay Plaintiff and the Non-Exempt Class all regular, minimum, and overtime wages for all hours suffered or permitted to work and under the control of Defendants; (ii) failure to provide proper meal periods and pay Plaintiff and the Non-Exempt Class premium wages for failure to provide compliant meal periods; (iii) failure to provide proper rest periods and pay Plaintiff and the Non-Exempt Class premium wages for failure to provide compliant rest periods; (iv) failure to provide Plaintiff and the Non-Exempt Class with accurate itemized wage statements; (v) failure to timely pay Plaintiff and the Waiting Time Penalties Subclass all wages owed upon separation of their employment with Defendants; (vi) failure to indemnify Plaintiff and the Non-Exempt Class for necessary business expenses; and (vii) unlawful use of non-compete agreements as a condition of employment.

162. As a condition of employment, Defendants required Plaintiff and other Non-Exempt Class members to execute an Independent Contractor Agreement including numerous terms that are prohibited by Business and Professions Code section 16600.

163. Specifically, Defendants required Plaintiff and Non-Exempt Class members to sign an agreement entitled "Independent Contractor Agreement" that contains an unlawful non-compete provision as follows:

During the Term of this Agreement and for a period of 12 months thereafter, Contractor will not directly or indirectly solicit or seek to procure (other than by general advertising) the employment of Company's employees or the business of Company's clients. This Section 10.5 shall survive termination or expiration of this Agreement.

164. This provision violates Business & Professions Code sections 16600 and 16600.5 because it prevents Plaintiff and other Non-Exempt Class members from practicing their profession following termination.

165. California's Unfair Competition law prohibits "unlawful, unfair or fraudulent business practices" in whatever context such activity might occur. This includes the use of a covenant not to compete that is void under Business & Professions Code section 16600. *Application Group, Inc. v. Hunter Group, Inc.*, 61 Cal.4th 881, 906-907 (1998).

166. Defendants intentionally avoided paying Plaintiff and the Non-Exempt Class all wages and/or monies, and other financial obligations attached thereto, to create for Defendants an artificially lower cost of doing business, and thus, undercut their competitors.

167. Defendants lowered their costs of doing business by paying an amount less than what is required by the Labor Code and IWC Wage Order No. 4-2001, thereby unfairly forcing Plaintiff and the Non-Exempt Class to perform work without fair compensation and benefits.

168. Defendants held themselves out to Plaintiff and the Non-Exempt Class as being knowledgeable about, and adhering to, the employment laws of California at all times relevant herein. Plaintiff and the Non-Exempt Class relied on and believed in Defendants' representation concerning Defendants' adherence to the California laws, all to their detriment.

169. Defendants' scheme to lower their payroll and operation costs and thus profit, by withholding money owed to the class and withholding wages, compensation and benefits, which are all the property of Plaintiff and the Non-Exempt Class, in violation of the California Labor Code and the IWC Wage Orders, as alleged herein, constitutes an "unlawful, unfair or fraudulent business act or practice," under California Business and Professions Code sections 17200, *et seq.* As a result of Defendants' unfair competition, Plaintiff and the Non-Exempt Class suffered injury in fact by losing money and/or property.

1 170. Business and Professions Code section 17204, states, in relevant part, “[a]ctions for relief
2 pursuant to this chapter shall be prosecuted . . . by . . . a person who has suffered injury in fact and has
3 lost money or property as a result of the unfair competition.”

4 171. Business and Professions Code section 17203 states, in relevant part, that “any person may
5 pursue representative claims or relief on behalf of others only if the claimant meets the standing
6 requirements of Section 17204.”

7 172. Plaintiff is a person who suffered injury in fact and lost money, wages, compensation, and
8 benefits, as a result of Defendants’ unfair competition. Thus, pursuant to Business and Professions Code
9 sections 17203 and 17204, Plaintiff may pursue representative claims and relief on behalf of herself and
10 the putative classes.

11 173. Defendants acquired money and property owed to Plaintiff and the Non-Exempt Class by
12 means of an unlawful practice that constitutes unfair competition as defined by Business and Professions
13 Code sections 17200, *et seq.*

14 174. Pursuant to Business and Professions Code section 17203, “[t]he court may make such
15 orders or judgments, as may be necessary to restore to any person in interest any money or property, real
16 or personal, which may have been acquired by means of such unfair competition.” Thus, Plaintiff and the
17 Non-Exempt Class are persons in interest under Business and Professions Code section 17203 to whom
18 money and property should be restored.

19 175. Defendants reaped unfair benefits and illegal profits at the expense of Plaintiff and the
20 Non-Exempt Class by committing the unlawful acts alleged herein. Thus, Defendants must make
21 restitution and/or be subject to other equitable relief pursuant to Business & Professions Code section
22 17203 and restore all unpaid wages to Plaintiff and the Non-Exempt Class.

23 176. Plaintiff and the Non-Exempt Class suffered and continue to suffer loss of wages and
24 monies, all in an amount to be shown according to proof at trial and within the jurisdiction of this Court.

25 177. Plaintiff seeks all available remedies on behalf of herself and on behalf of the Non-Exempt
26 Class, including, but not limited to, restitution of all wages and all monies owed and recovery of reasonable
27 attorney’s fees pursuant to Code of Civil Procedure section 1021.5 and Business and Professions Code
28

sections 17200, *et seq.* All such remedies are cumulative of relief available under other laws, pursuant to Business and Professions Code section 17205.

WHEREFORE, Plaintiff prays for relief as hereinafter requested.

VII. 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 attorneys' fees, costs of suit, and interest to the extent permitted by law, including pursuant to Code of Civil Procedure section 1021.5, Labor Code sections 218.5, 218.6, 226, 1194, and 2802;
- e. For statutory penalties to the extent permitted by law, including those pursuant to the Labor Code and the Orders of the Industrial Welfare Commission;
- f. For restitution as provided by Business and Professions Code sections 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 sections 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, vacation 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 Order of the Industrial Welfare Commission;

- j. For an award of the greater of actual damages or the liquidated damage amounts provided by Labor Code section 226(e) for Defendants' failure to provide accurate itemized wage statements, pursuant to Labor Code section 226(a);
- k. For injunctive relief as provided by the Labor Code including but not limited to Labor Code sections 226(h) and 248.5, and Business and Professions Code sections 17200, *et seq.*
- l. For indemnification of all losses incurred as a result of employment with Defendants, with interest;
- m. For pre- and post-judgment interest to the extent permitted by law including, but not limited to, Labor Code sections 218.6 and 1194;
- n. For an order imposing a constructive trust upon Defendants to compel them to transfer wages that have been wrongfully obtained and held by Defendants to unpaid employees;
- o. For an accounting to determine all money wrongfully obtained and held by Defendants;
- p. For a declaratory judgment that Defendants violated Labor Code sections 201, 202, 223, 226, 226.7, 226.8, 246, 510, 512, 1174, 1197, 1198, and 2802, as well as the "Hours and Days of Work," "Minimum Wages," "Records," "Meal Periods," and "Rest Periods" sections of IWC Wage Order No. 4-2001; and
- q. An award of such other and further relief as this Court deems proper and just.

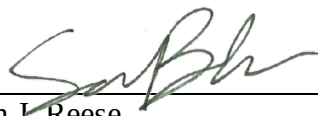
JURY TRIAL DEMAND

Plaintiff hereby demands a trial by jury on all Causes of Action to the extent authorized by law.

Dated: April 16, 2025

GRAHAMHOLLIS APC

Bv: _____


Nathan J. Reese
Samara A. Bahu
Attorneys for Plaintiff Felicia Connors