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Attorney for Plaintiff Clare'mella "Clare" Riche,
an individual, on behalf of herself and all others
similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES**

CLARE'MELLA "CLARE" RICHE, an
individual, on behalf of herself and all others
similarly situated,

Plaintiff,

v.

OLIVE TREE PEOPLE INC., a California
corporation, THOMAS LOMMEL, an
individual, DOES 1-25, inclusive,

Defendants.

Case No.: **24STCV33044**

**CLASS ACTION AND REPRESENTATIVE
COMPLAINT FOR VIOLATION OF
PRIVATE ATTORNEY GENERAL ACT
OF 2004 (CAL. LAB. CODE §§ 2698, ET
SEQ.)**

(Jury Trial Demanded)

GENERAL ALLEGATIONS

1. Plaintiff CLARE'MELLA "CLARE" RICHE ("Plaintiff") is an individual resident of the County of Los Angeles, State of California. From on or around April 28, 2024 to on or around August 5, 2024 ("Employment Period"), Defendants employed Plaintiff as Sales Support.

2. Defendant OLIVE TREE PEOPLE INC. ("OTPI") is a California corporation with a principal place of business located in Santa Monica, California.

3. Defendant THOMAS LOMMEL ("Lommel") is an individual who, upon information and belief, is a resident of the County of Los Angeles, State of California. During all relevant time periods, Lommel is/was a managing agent of OTPI.

1 4. Defendants controlled Plaintiff's wages, hours, and working conditions during the
2 Employment Period.

3 5. Plaintiff is unaware of the true names and capacities of all defendants. Plaintiff sues
4 those unknown defendants by their fictitious names, DOES 1-25, inclusive. Plaintiff will seek leave
5 to amend this Class Action Complaint ("Complaint") once their true and correct names are
6 ascertained.

7 6. Upon information and belief, at all relevant times, one or more of each of the named
8 Defendants, or all of them, were in some fashion—by contract or otherwise—the managing agents,
9 predecessors, affiliates, alter egos, assigns, joint venturers, co-venturers, and/or partners of one or
10 more of the remaining and/or unnamed defendants, and was acting within that respective capacity.

11 7. Upon information and belief, at all relevant times, one or more the remaining named
12 and/or unnamed defendants are the successors of one or more of the remaining named and/or
13 unnamed defendants. Such successors are liable for the transactions, occurrences, series of
14 transactions, and/or Plaintiff's and/or the aggrieved employees' damages and injuries arising from
15 the same extent of those successors' predecessors.

16 8. Upon information and belief, at all relevant times, the Defendants were and/or are
17 the alter egos of all defendants in this pending civil action. Defendants each acted for their own
18 benefit and/or the benefit of one or more of the remaining named and/or unnamed defendants.
19 Defendants were acting on behalf of each other in the establishment of, ratification of, and/or
20 execution of the illegal practices and policies described in this Complaint.

21 9. Upon information and belief, at all relevant times, Defendants had decision-making
22 authority and responsibility for the establishment and execution of illegal practices and policies.
23 Accordingly, the Defendants—individually and all named and/or unnamed defendants collectively—
24 are liable for each of the causes of action alleged in this Complaint.

25 10. Upon information and belief, at all relevant times, there existed and/or exists a unity
26 of interest and ownership between each DOE defendant and the Defendants, jointly and severally,
27 such that their individuality and separateness ceased to exist. More specifically, the business affairs
28 of the Defendants and all named and/or unnamed defendants could not be segregated, and were

1 and/or are inextricably intertwined, commingled, and combined.

2 11. Defendants DOES 1-25, inclusive, were and/or are still used as mere shells and
3 conduits for the Defendants' business affairs individually and/or collectively. The recognition of
4 the separate existence of each such DOE defendant would not promote justice because it would
5 permit Defendants to insulate themselves from individual liability as to Plaintiff, the aggrieved
6 employees, and the State of California. Defendants constitute the alter egos of each other, and the
7 fiction of their separate existence must be disregarded at law and equity to avoid fraud and injustice
8 to Plaintiff, the aggrieved employees, and the State of California.

9 **JURISDICTION AND VENUE**

10 12. This Court has original jurisdiction over this pending civil action under Article VI,
11 section of the California Constitution, exercisable under Code of Civil Procedure section 410.10.
12 This Court has subject matter jurisdiction.

13 13. This Court has personal jurisdiction over Defendants because they were/are citizens
14 of and/or residents of the State of California during all relevant time periods. This Court's exercise
15 of personal jurisdiction over Defendants comports with traditional notions of fair play and
16 substantial justice.

17 14. Venue is proper under Code of Civil Procedure section 395 because Defendants'
18 place of business were/are located in this judicial district during all relevant time periods. Venue is
19 also proper because this Court has personal jurisdiction over Defendants.

20 **STATEMENT OF FACTS**

21 15. Defendants operate multiple offices and/or warehouses in Southern California in
22 support of its e-commerce website, www.olivetreepeople.com, which sells branded personal care
23 products and services directly to consumers online.

24 16. On or around April 28, 2024, Defendants hired Plaintiff to work in Customer
25 Service as Sales Support. Plaintiff's initial rate of pay was supposed to be \$25 per hour. However,
26 during the Employment Period, Defendants only paid Plaintiff \$22 per hour during the
27 Employment Period. Defendants never furnished Plaintiff with a Labor Code section 2810.5 form
28 that specifically enumerated Plaintiff's base rate of pay. As a direct and proximate result, Plaintiff

1 was confused about what her base rate of pay was supposed to be during the Employment Period.

2 17. During the Employment Period, Defendants classified Plaintiff as an independent
3 contractor. But during the Employment Period, Plaintiff performed no work outside the usual
4 course of Defendants' direct-to-consumer personal care business. Similarly, during the
5 Employment Period, Plaintiff was not customarily engaged in any independently established trade,
6 occupation, or business. Instead, during the Employment Period, Plaintiff's job duties included
7 answering telephones from Defendants' actual and prospective customers, responding to
8 Defendants' actual and prospective customers' emails, processing Defendants' customers' online
9 orders (i.e., print shipping labels), and processing Defendants' customers' credit card payments.

10 18. Indeed, Defendants controlled Plaintiff's wages, hours, and working conditions
11 during the Employment Period as well. Specifically, Defendants assigned Plaintiff to work at its
12 Venice, California office upon hire. Moreover, Defendants scheduled Plaintiff to work from 7:00
13 a.m. to 7:00 p.m., Monday through Sunday.

14 19. During the Employment, Defendants did not pay Plaintiff overtime or double-time
15 wages during the Employment Period. Defendants also required Plaintiff to perform 45 minutes to
16 one (1) hour of compensable off-the-clock work, two to three times each workweek during the
17 Employment Period. Each workday during the Employment Period, Plaintiff was required to clock-
18 out at 7:00 p.m. and then required to continue working on lost orders, replacement orders, and
19 printing and sorting packing slips for the following workday. Defendants did not pay Plaintiff any
20 compensation for this off-the-clock work.

21 20. Defendants did not authorize or permit Plaintiff to take a 30-minute uninterrupted
22 meal period after each five hours of work during the Employment Period. Defendants also did not
23 authorize or permit Plaintiff to take a second 30-minute uninterrupted meal period after working
24 10-hours or more during the Employment Period. Worse, Defendants did not pay Plaintiff an
25 additional hour of pay as a meal period wage for workdays that Plaintiff was not provided a
26 compliant meal period.

27 21. Defendants also did not authorize or permit Plaintiff to take a 10-minute
28 uninterrupted rest period after each four hours of work or major fraction thereof during the

1 Employment Period. Like Defendants' meal period wage policy and practice, Defendants did not
2 pay Plaintiff a rest period wage in the form of an additional hour of pay for those workdays either.

3 22. During the Employment Period, Defendants paid Plaintiff by check. But
4 Defendants' checks to Plaintiff did not contain any wage statement, paystub or voucher that
5 enumerated Plaintiff's gross wages earned, total hours worked, deductions, net wages earned,
6 inclusive dates of the period for which Plaintiff was being paid, (7) Plaintiff's name or an
7 identification number, and all applicable hourly rates in effect during the pay period and the
8 corresponding number of hours worked at each hourly rate by Plaintiff. In fact, Defendants did not
9 make any deductions from Plaintiff's wages (e.g., Defendants did not withhold any employer
10 funded payroll taxes or Social Security or unemployment insurance contributions). Consequently,
11 during the Employment Period, Plaintiff was confused about how Defendants calculated her wages.

12 23. Defendants required Plaintiff to use her personal cell phone for work during the
13 Employment Period. Specifically, Plaintiff was required to communicate with her co-workers and
14 direct supervisor on her personal cell phone during work for work purposes. Defendants did not
15 reimburse Plaintiff for those necessary business expenses during the Employment Period.

16 24. On or around August 5, 2024, Defendants terminated Plaintiff's employment.
17 Defendants did not pay Plaintiff all of her earned but unpaid wages (i.e., minimum wage, overtime
18 and double-time wages, and meal and rest period wages) immediately upon termination. In fact, to-
19 date, Defendants has not paid Plaintiff all of her earned but unpaid wages.

20 25. On August 9, 2024, Plaintiff requested, in writing, copies of her payroll records and
21 personnel file. Defendants' received Plaintiff's request on August 12, 2024. The last day for
22 Defendants to produce Plaintiff's payroll records was August 30, 2024; the last day for Defendants
23 to produce Plaintiff's personnel file was September 11, 2024. To-date, Defendants have not
24 complied with Plaintiff's August 9, 2024 request.

25 **CLASS ALLEGATIONS**

26 26. Plaintiff bring this action on behalf of herself, and all others similarly situated as a
27 class action under Code of Civil Procedure section 382. Plaintiff seeks to represent the persons
28 defined below from December 13, 2020 up to and through the present ("Class Period"): "All

1 current and former workers who worked for Defendants in the State of California at any time
2 commencing four (4) years preceding the filing of this Complaint up until any court proceeding
3 certifying the Class and/or class action settlement.”

4 27. Ascertainability. The proposed class is ascertainable because its members can be
5 identified and located using information in Defendants’ worker records.

6 28. Numerosity. The number of putative class members is so numerous that their
7 joinder is impracticable. Although the precise number of the putative class members has not been
8 determined, Plaintiff is informed and believe that there are at least 100 putative class members who
9 worked for Defendants within the State of California.

10 29. Commonality. There are questions of law and fact common to the proposed class
11 members. These common questions include but are not limited to:

- 12 a. Whether Defendants misclassified Plaintiff and the putative class members as
13 independent contractors instead of employees during the Class Period.
- 14 b. Whether Defendants violated Labor Code sections 1182.12 and the applicable IWC
15 Wage Order by not paying Plaintiff and the putative class members at least
16 minimum wage for all compensable work performed during the Class Period.
- 17 c. Whether Defendants violated Labor Code section 510 by not paying Plaintiff and
18 the putative class members overtime wages when they worked more than eight (8)
19 hours in a workday during the Class Period.
- 20 d. Whether Defendants violated Labor Code section 510 by not paying Plaintiff and
21 the putative class members overtime wages when they worked more than 40-hours
22 in a workweek during the Class Period.
- 23 e. Whether Defendants violated Labor Code section 510 by not paying Plaintiff and
24 the putative class members overtime wages when they worked seven (7)
25 consecutive workdays in a workweek during the Class Period.
- 26 f. Whether Defendants violated Labor Code section 510 by not paying Plaintiff and
27 the putative class members double-time wages when they worked more than 12-
28 hours in a workday during the Class Period.

- g. Whether Defendants violated Labor Code section 226.7 and 512 by not authorizing or permitting Plaintiff and the putative class members to take a timely compliant meal period during the Class Period.
- h. Whether Defendants violated Labor Code section 226.7 and 512 by not authorizing or permitting Plaintiff and the putative class members to take a timely compliant second meal period during the Class Period.
- i. Whether Defendants violated Labor Code section 226.7 by not authorizing or permitting Plaintiff and the putative class members to take a timely compliant rest period during the Class Period.
- j. Whether Defendants violated Labor Code section 2802 by not reimbursing Plaintiff and the putative class members for requiring them to use their personal cell phones for work during the Class Period.
- k. Whether Defendants violated Labor Code sections 201 and 203 by not paying Plaintiff and the putative class members who are no longer employed by Defendants all wages due upon separation of employment.
- l. Whether Defendants violated Labor Code section 226 by furnishing Plaintiff and the putative class members with inaccurate and insufficiently itemized wage statements during the Class Period.
- m. Whether Defendants violated Labor Code section 226 by not producing Plaintiff's and the putative class members' payroll records timely upon request during the Class Period.
- n. Whether Defendants violated Labor Code section 1198.5 by not producing Plaintiff's and the putative class members' personnel files timely upon request during the Class Period.
- o. Whether Defendants' employment acts and practices alleged in this Complaint constitute predicate violations of the Private Attorney General Act of 2004 (Cal. Lab. Code §§ 2698, et seq.) during the Class Period.
- p. Whether Defendants' employment acts and practices alleged in this Complaint

constitute “unfair” and/or “unlawful” conduct in violation of Business and Professions Code sections 17200, et seq. during the Class Period.

30. Typicality. Plaintiff’s claims are typical of those claims which could and would be alleged by any putative class member. The relief sought by Plaintiff is typical of the relief that could and would be sought by each of the putative class members in separate actions. Plaintiff and the putative class members sustained injuries and damages arising out of and caused by Defendants’ common course of employment patterns, employment acts, and employment practices as alleged in this Complaint.

31. Adequacy. Plaintiff will fairly and adequately represent and protect the interest of the putative class members. Plaintiff has no interests adverse to those of the other putative class members.

32. Superiority. A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all putative class members is not practicable, and questions of law and fact common to the proposed class predominate over any questions affecting only individual members of the putative class. Each member of the putative class has been damaged and is entitled to recovery by reason of Defendants’ illegal policy and/or practice of: misclassifying employees as independent contractors, failing to pay minimum wage, failing to pay overtime, failing to pay double-time, failing to authorize or permit meal periods, failing to authorize or permit rest periods, failing to reimburse necessary business expenses, failing to pay all earned but unpaid wages upon separation of employment, failing to maintain accurate payroll records, failing to furnish accurate and/or itemized wage statements, and failing to furnish payroll and/or personnel records upon valid request. The class action mechanism will allow the parties and the judicial system to litigate and adjudicate Plaintiff’s and the putative class members’ claims in the most efficient and economical manner. Plaintiffs are unaware of any difficulties that are likely to be encountered by in the management of this proposed class action that would preclude its maintenance as a class action.

FIRST CAUSE OF ACTION

(Failure to Pay Minimum Wage in Violation of Cal. Lab. Code § 1182.12 and MW-2024)

33. Plaintiff, repeats and incorporates by reference all allegations in the previous paragraphs.

34. Plaintiff is informed and believes that she and the putative class members performed approximately 45-minutes to 1 hour of compensable work off-the-clock.

35. Defendants did not pay Plaintiff and the putative class members any compensation for that off-the-clock work let alone the prevailing minimum wage during the Class Period.

36. Plaintiff and the putative class members are entitled to recover all earned but unpaid wages, including minimum wages and liquidated damages, plus attorneys' fees and costs, in an amount to be proved at trial.

SECOND CAUSE OF ACTION

(Failure to Pay Overtime in Violation of Labor Code §§ 510 and 1194)

37. Plaintiff, repeats and incorporates by reference all allegations in the previous paragraphs.

38. During the Class Period, Plaintiff and the putative class members worked more than eight (8) hours each workday, 40-hours each workweek, and seven (7) consecutive workdays each workweek.

39. Defendants did not pay Plaintiff and the putative class members who worked eight (8) hours each workday, 40-hours each workweek, and seven (7) consecutive workdays each workweek overtime pay in the form of one-and-one-half times their respective regular rates of pay.

40. Plaintiff and the putative class members are entitled to recover all earned but unpaid overtime wages, plus attorneys' fees and costs, in an amount to be proved at trial.

THIRD CAUSE OF ACTION

(Failure to Pay Double-Time in Violation of Labor Code §§ 510 and 1194)

41. Plaintiff, repeats and incorporates by reference all allegations in the previous paragraphs.

42. During the Class Period, Plaintiff and the putative class members worked more than 12-hours in a workday.

43. Defendants did not pay Plaintiff and the putative class members who worked 12-

1 hours in a workday double-time pay in the form of twice their respective regular rates of pay.

2 44. Plaintiff and the putative class members are entitled to recover all earned but unpaid
3 overtime wages, plus attorneys' fees and costs, in an amount to be proved at trial.

4 **FOURTH CAUSE OF ACTION**

5 **(Failure to Authorize and Permit Timely Meal Periods in Violation of Labor Code §§ 512 and**
6 **226.7)**

7 45. Plaintiff repeats and incorporates by reference all allegations in the previous
8 paragraphs.

9 46. During the Class Period, Defendants did not authorize or permit Plaintiff and the
10 putative class members to take a timely meal period after each five (5) hours of work in a workday.

11 47. During the Class Period, Defendants did not authorize or permit Plaintiff and the
12 putative class members to take a timely second meal period after each ten (10) hours of work in a
13 workday.

14 48. Defendants did not pay Plaintiff and the putative class members a meal period
15 premium for each of those workdays a compliant meal period was not provided.

16 49. Plaintiff and the putative class members are entitled to one additional hour's pay at
17 their regular rate of compensation for each day a meal period was missed, all in an amount to be
18 proved at trial.

19 **FIFTH CAUSE OF ACTION**

20 **(Failure to Authorize and Permit Rest Periods in Violation of Labor Code § 226.7)**

21 50. Plaintiff repeats and incorporates by reference all allegations in the previous
22 paragraphs.

23 51. During the Class Period, Defendants did not authorize or permit Plaintiff and the
24 putative class members to take a timely rest period after each four (4) hours of work or major
25 fraction thereof.

26 52. Defendants did not pay Plaintiff and the putative class members a rest period
27 premium for each of those workdays a compliant rest period was not provided.

28 53. Plaintiff and the putative class members are entitled to one additional hour's pay at

1 their regular rate of compensation for each day a rest period was missed, all in an amount to be
2 proved at trial.

3 **SIXTH CAUSE OF ACTION**

4 **(Failure to Reimburse Necessary Business Expenses in Violation of Labor Code § 2802)**

5 54. Plaintiff, repeats and incorporates by reference all allegations in the previous
6 paragraphs.

7 55. Defendants required Plaintiff and the class members to use personal cell phones for
8 work during the Class Period. Defendants did not reimburse Plaintiff or the class members for
9 using personal cell phones for work.

10 56. Plaintiff and the class members are entitled to reimbursement for their necessary
11 business expenses, plus attorney's fees and costs, all in an amount to be proved at trial.

12 **SEVENTH CAUSE OF ACTION**

13 **(Failure to Furnish Accurate Itemized Wage Statements in Violation of Labor Code § 226)**

14 57. Plaintiff repeats and incorporates by reference all allegations in the previous
15 paragraphs.

16 58. The California Labor Code provides that, at the time of each payment of wages, the
17 employer must provide each employee with an itemized statement showing, inter alia, gross wages
18 earned, total hours worked, all deductions taken, net wages earned, the inclusive dates for which
19 the employee is being paid, the employee's name and last four digits of their social security
20 number, the name and address of the legal entity that it is the employer, and all applicable hourly
21 rates in effect during the pay period and all hours worked at each rate.

22 59. During the Class Period, Defendants did not accurately or sufficiently itemize
23 Plaintiff's and the putative class members' wage statements.

24 60. Defendants knowingly and intentionally failed to provide Plaintiff and the class
25 members with proper, itemized wage statements.

26 61. Plaintiff and the putative class members are each entitled to statutory penalties in
27 the amount of \$50.00 for the initial pay period in which a violation occurred, and \$100.00 for each
28 subsequent pay period in which a violation occurred, up to an aggregate penalty of \$4,000.00 per

employee, plus attorney's fees and costs, all in an amount to be proved at trial.

EIGHTH CAUSE OF ACTION

Failure to Pay All Earned But Unpaid Wages Upon Termination and/or Resignation in

Violation of Labor Code §§ 201-203

62. Plaintiff repeats and incorporates by reference all allegations in the previous paragraphs.

63. On August 5, 2024, Defendants terminated Plaintiff's employment.

64. Defendants did not pay Plaintiff all of her earned but unpaid wages (i.e., unpaid wages, overtime wages, double-time wages, and meal/rest period premium wages) owed within the time frames mandated by Labor Code sections 201, et seq.

65. Upon information and belief, Defendants terminated other putative class members during the Class Period.

66. Upon information and belief, other putative class members voluntarily resigned their employment during the Class Period.

67. Upon information and belief, Defendants did not pay the putative class members who were terminated during the Class Period all of their earned but unpaid wages within the time frames mandated by Labor Code sections 201, et seq.

68. Upon information and belief, Defendants did not pay the putative class members who voluntarily resigned during the Class Period all of their earned but unpaid wages within the time frames mandated by Labor Code sections 201, et seq.

69. Under Labor Code Section 203, Plaintiff and the putative class members who are no longer employed by Defendant are entitled to recover waiting time penalties of up to 30 days' pay, plus attorney's fees and costs, in an amount to be proved at trial.

NINTH CAUSE ACTION

Violation of Private Attorney General Act of 2004 (Labor Code §§ 2698, et seq.)

70. Plaintiff repeats and incorporates by reference all allegations in the previous paragraphs.

71. Plaintiff is an "aggrieved employee" under the Private Attorney General Act of

2004 (Cal. Lab. Code §§ 2698, et seq.)(“PAGA”).

72. Defendants misclassified Plaintiff as an independent contractor because Defendants: (A) controlled and directed Plaintiff with the performance of her work; (B) Plaintiff performed work that was inside the usual course of Defendants’ business; and (C) Plaintiff was not customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work she performed for Defendants. Plaintiff also does not qualify for any statutory exception codified in Labor Code sections 2775, et seq.

73. Upon information and belief, Defendants misclassified the other aggrieved employees as independent contractors because Defendants: (A) controlled and directed the other aggrieved employees’ with the performance of their work; (B) the other aggrieved employees performed work that was inside the usual course of Defendants’ business; and (C) the other aggrieved employees were not customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work the putative class members performed for Defendants. Upon information and belief, the other aggrieved employees also do not qualify for any statutory exception codified in Labor Code sections 2775, et seq.

74. Defendants employed Plaintiff and the other aggrieved employees during the applicable statutory limitations period and suffered one or more of the Labor Code and/or Wage Order violations alleged in this Complaint. Plaintiff seeks to recover, on behalf of herself and all other current and former aggrieved employees, civil penalties pursuant to PAGA, plus reasonable attorney’s fees and costs.

75. Plaintiff seeks to recover PAGA civil penalties through a representative action pursuant to PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46 Cal. 4th 969. Accordingly, class certification of the PAGA claims is not required.

76. Defendants are liable to Plaintiff and the aggrieved employees under PAGA for predicate violations of, *inter alia*, Labor Code sections 98.7, 201, 203, 226, 226.7, 226.8, 510, 512, 558, 558.1, 1102.5, 1197, 1197.1, 1198.5, 1199, 2802, 2699, Minimum Wage Order-2024, and Wage Order 7-2001. On behalf of herself, the aggrieved employees, and the State of California, Plaintiff seeks (i) all statutorily-specified civil penalties recoverable under PAGA as enumerated in

1 the relevant California Labor Code provisions listed in this Complaint; and (ii) default PAGA
2 penalties for any violation of the enumerated list of Labor Code violations without a civil penalty
3 recoverable under the PAGA, all in the default amounts provided by Labor Code section 2699(f).

4 77. The proper measure of civil penalties under PAGA is the number of violations,
5 whether those violations were committed as against Plaintiff or any aggrieved employee, whether a
6 party to this action or not. Further, as a PAGA action, this claim need not be certified as a class
7 action to proceed with a company-wide recovery.

8 78. Plaintiff complied with the procedures for commencing this lawsuit pursuant to
9 Labor Code sections 2699.3 and 2699.5. Specifically, Plaintiff electronically notified the California
10 Labor and Workforce Development Agency (“LWDA”) on October 1, 2024. Plaintiff
11 electronically filed an amended notice with LWDA on October 9, 2024.

12 79. Plaintiff served Defendants a copy of her initial notice to LWDA via certified mail
13 on October 2, 2024. Plaintiff served Defendants a copy of her amended notice to LWDA via
14 certified mail on October 9, 2024.

15 80. Under Labor Code section 2699.3, LWDA must give written notice by certified mail
16 to the parties if it intends to investigate the alleged violations within 65 days of the date of the
17 Plaintiff’s written notice. To-date, LWDA has not provided any notice of its intent to investigate
18 Plaintiff’s claims. Defendant have also not responded to Plaintiff’s PAGA notice in an attempt to
19 cure. Thus, Plaintiff has exhausted all administrative remedies required by law.

20 81. Pursuant to Labor Code section 2699(g), and/or any and all other applicable laws,
21 Plaintiff is entitled to recover civil penalties, plus attorney’s fees and costs, all in an amount to be
22 proved at trial.

23 **TENTH CAUSE OF ACTION**

24 **(Violation of Bus. & Prof. Code §§ 17200, et seq.)**

25 82. Plaintiff repeats and incorporates by reference all allegations in the previous
26 paragraphs.

27 83. Defendants’ failure to pay Plaintiff and the putative class members (1) at least
28 minimum wage for all compensable work, (2) overtime premiums, (3) double-time premiums, (4)

1 compliant meal periods and/or meal period premiums, (5) compliant rest periods and/or rest period
2 premiums, (6) necessary business expense reimbursements, (7) all earned but unpaid wages upon
3 separation of employment in violation of the Labor Code and applicable Industrial Welfare
4 Commission Wage Orders constitutes unlawful, unfair, and/or fraudulent business acts and/or
5 practices, in violation of Business & Professions Code sections 17200, et seq.

6 84. Defendants' failure to furnish Plaintiff and the putative class members with accurate
7 and itemized wage statements in violation of Labor Code section 226 constitutes unlawful, unfair,
8 and/or fraudulent business acts and/or practices, in violation of Business & Professions Code
9 sections 17200, et seq.

10 85. Defendants' violations of the myriad Labor Code violations alleged in this
11 Complaint, where applicable by statute, constitute predicate violations of PAGA. In turn,
12 Defendants' violation of PAGA constitutes unlawful, unfair, and/or fraudulent business acts and/or
13 practices, in violation of Business & Professions Code sections 17200, et seq.

14 86. Pursuant to Business & Professions Code section 17203, Plaintiff and the class
15 members are entitled to restitution of all unpaid wages, expenses, and other sums owed, plus
16 attorney's fees and costs, in an amount to be proved at trial.

17 **PRAYER FOR RELIEF**

18 87. Plaintiff requests the following:

19 A. An order certifying that Plaintiff may pursue her claims against Defendants
20 as a class action on behalf of the putative class members;

21 B. An order appointing Plaintiff as Class Representatives and appointing
22 Plaintiff's counsel as counsel for the putative class;

23 C. Declaratory relief;

24 D. Forward-looking injunctive relief;

25 E. Restitution;

26 F. Civil penalties in an amount to be proven at trial;

27 G. Accrued interest at the maximum legal rate in an amount to be proven at
28 trial;

H. Reasonable attorney's fees and costs;

I. All other remedies this Court deems just and proper.

LAW OFFICE OF SHAFIEL A. KARIM, P.C.



Date: December 13, 2024

Shafiel A. Karim

Attorney for Plaintiff Clare'mella Riche, an individual, on behalf of herself and all others similarly situated