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employee, and on behalf of all other aggrieved employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE VENTURA COUNTY

JESSICA FISHER, as an aggrieved employee,
and on behalf of all other aggrieved employees
under the Labor Code Private Attorneys'
General Act of 2004,

Plaintiff,

v.

DOTERRA INTERNATIONAL, LLC, a Utah
domestic limited liability company; and DOES
1 through 100, inclusive,

Defendants.

CASE NO.: 2025CUOE041622

*[Assigned for all purposes to the Honorable
Charmaine H. Buehner, in Dept J4]*

FIRST AMENDED COMPLAINT

**COMPLAINT UNDER THE LABOR
CODE PRIVATE ATTORNEYS'
GENERAL ACT OF 2004 FOR CIVIL
PENALTIES UNDER LABOR CODE
SECTIONS 210, 226.3, 226.8, 558, 1174.5,
1197.1 and 2699**

[Amount in Controversy Greater Than
\$35,000.00]

VENTURA SUPERIOR COURT

FILED

11/12/2025

K. Bieker

Executive Officer and Clerk

Nina Lemos
Nina Lemos

1 Plaintiff JESSICA FISHER, as an aggrieved employee, and on behalf of all other aggrieved
2 employees under the Labor Code Private Attorneys' General Act of 2004, alleges as follows:

3 **JURISDICTION AND VENUE**

4 1. This is a representative action, pursuant to the Labor Code Private Attorneys'
5 General Act of 2004, codified at Labor Code section 2698, *et seq.* ("PAGA"), against DOTERRA
6 INTERNATIONAL, LLC, a Utah domestic limited liability company, and any of its respective
7 subsidiaries or affiliated companies within the State of California ("DOTERRA") as a proxy of the
8 Labor and Workforce Development Agency of the State of California ("LWDA"), on behalf of
9 Plaintiff and all other current and former non-exempt employees of Defendants working within the
10 Civil Penalty Period, as further defined herein, and, as it pertains to the alleged claims for failure to
11 comply with the Labor Code. Specifically, in connection with the alleged claims for failure to
12 comply with Labor Code sections 96, 98.6, 200, 201, 201.5, 201.7, 202, 203, 203.5, 204, 204a, 205,
13 205.5, 210, 212, 221, 222, 223, 222.5, 226, 226.2, 226.3, 226.8, 227.3, 232, 232.5, 245, 246, 432,
14 432.3, 432.5, 432.7, 432.8, 1102.5, 1197.5, 1198, and 1198.5, Plaintiff seeks to represent all
15 employees of DOTERRA, Amber Resources, and each of them, DOES 1 through 100, as well as
16 their parents, subsidiaries and affiliates (hereinafter, collectively, "Defendants") working within
17 three years preceding the date of this letter and continuing past the date of this Letter into perpetuity
18 ("Civil Penalty Period"). On all other claims mentioned herein, Plaintiff seeks to represent only non-
19 exempt employees of Defendants working within the Civil Penalty Period. Collectively, those
20 employees shall be known as "Aggrieved Employees" herein.

21 2. Jurisdiction exists in the Superior Court of the State of California pursuant to Code
22 of Civil Procedure section 410.10.

23 3. Venue is proper in Ventura County, California pursuant to Code of Civil Procedure
24 sections 392, *et seq.* because, among other things, Ventura County is where the causes of action
25 complained of herein arose; the county in which the employment relationship began; the county in
26 which performance of the employment contract, or part of it, between Plaintiff and Defendants was
27 due to be performed; the county in which the employment contract, or part of it, between Plaintiff
28 and Defendants was actually performed; and the county in which Defendants, or some of them,

1 reside. Moreover, the unlawful acts alleged herein have a direct effect on Plaintiff and Aggrieved
2 Employees in Ventura County, and because Defendants employ Aggrieved Employees in Ventura
3 County.

4 4. Plaintiff is an “aggrieved employee” under PAGA, as Plaintiff was employed by
5 Defendants during the Civil Penalty Period and suffered the Labor Code violations set forth herein,
6 even if not in the precise exact fashion as other Aggrieved Employees. Accordingly, Plaintiff seeks
7 to recover civil penalties under the Labor Code Private Attorneys’ General Act of 2004, codified at
8 Labor Code section 2698, *et seq.* (“PAGA”), as amended, plus reasonable attorneys’ fees and costs,
9 for Plaintiff and all other current and former Aggrieved Employees of Defendants during the Civil
10 Penalty Period.

11 5. Specifically, Plaintiff seeks to recover PAGA civil penalties through a representative
12 action permitted by PAGA and the California Supreme Court in, among other authorities, *Arias v.*
13 *Superior Court* (2009) 46 Cal.4th 969. According to the same authorities, class certification of the
14 PAGA allegations described herein is not required.

15 6. During the Civil Penalty Period, Defendants violated, *inter alia*, Labor Code sections
16 96, 98.6, 200, 201, 201.3, 201.5, 201.7, 202, 203, 203.5, 204, 204a, 204.1, 204.2, 205, 205.5, 206.5,
17 210, 212, 221, 222, 223, 222.5, 226, 226.2, 226.3, 226.7, 227.3, 231, 232, 232.5, 233, 235, 245, 246,
18 351, 353, 404, 432, 432.3, 432.5, 432.7, 432.8, 450, 510, 511, 512, 551, 552, 558, 976, 1101, 1102,
19 1102.5, 1174, 1174.51182.12, 1197.5, 1194, 1194.2, 1198, 1198.5, 1290, 1292, 1293, 1293.1,
20 1294.1, 1301, 1391, 1475, 1695.55, 1696.5, 1700.31, 1771, 1774, 1775, 1776, 1811, 1815, 1197.5,
21 2673, 2800, 2802, 2810.3, 2810.5, 2699, 49112, and 49116, among others, California Code of
22 Regulations, Title 8, Sections 1527, 3366, 3395, 3396, 3457, 8397.4, Business and Professions Code
23 sections 16600, 16700, and 17200, Government Code section 12952, as well as applicable Wage
24 Orders.

25 7. Labor Code section 2699, subdivisions (a) and (g), authorizes Aggrieved Employees
26 such as Plaintiff, on behalf of Plaintiff and all other current and former Aggrieved Employees within
27 the Civil Liability Period, to bring a civil action to recover civil penalties pursuant to the procedures
28 specified in Labor Code section 2699.3.

1 8. Given Plaintiff's last date worked with Defendant was on December 31, 2023,
2 Plaintiff had until December 31, 2024, to file a PAGA Notice. (Code Civ. Proc., § 340, subd. (a);
3 *accord Brown v. Ralphs Grocery Co.* (2018) 28 Cal.App.5th 824, 839.)

4 9. On or around November 25, 2024, Plaintiff provided written notice pursuant to Labor
5 Code section 2699.3 online and by certified mail, with return receipt requested, of Defendants'
6 violation of various, including the herein-described, provisions of the Labor Code, to the LWDA,
7 as well as by certified mail, with return receipt requested to Defendants, and each of them.

8 10. "[B]ecause a would-be PAGA plaintiff can only bring her claim to court 65 days
9 after submitting a prefiling notice to the LWDA, the statute of limitations is tolled for 65 days from
10 the time the notice is submitted." (*Arce v. The Ensign Group, Inc.* (2023) 96 Cal.App.5th 622,630,
11 citing Lab. Code § 2699.3(a)(2)(A), (d); *see also LaCour v. Marshalls of California, LLC* [a plaintiff
12 has one year and 65 days to file his civil complaint].) Therefore, the last date for Plaintiff to have
13 brought the PAGA Action would have been March 6, 2025, which is a 1 year and 65 days from
14 December 31, 2023.

15 11. On January 29, 2025, Plaintiff elected to file an amended PAGA Notice with the
16 LWDA; the amended notice to the LWDA included a more robust array of allegations, including,
17 without limitation, that Defendant violated Plaintiff's right to overtime pay, minimum wages, meal
18 periods, rest periods, and other allegations not included in the original PAGA Notice. By filing the
19 amended PAGA Notice, which included all of the *same* and *additional* alleged Labor Code
20 violations, the LWDA once again had 65 days to exercise their discretion to investigate the contents
21 of the entire PAGA Notice or decline to act; this, again, tolled the time Plaintiff had to file the Action
22 by 65 days through, and including, May 12, 2025, (the first week day after the 65 days that the
23 Action could have been filed).

24 12. Sixty-six days after the LWDA elected not to investigate this Action with the new
25 allegations included, on April 4, 2025, Plaintiff file this Action within the situate of limitations as
26 tolled twice by the two 65-day periods afforded to the LWDA under the PAGA statute.

27 13. To the extent Defendants, or either of them, previously used the notice and cure
28 provision of Labor Code section 2699.3 within the last twelve months, under section 2699.3(d), then

1 Defendants, or those who have availed themselves of the cure provisions validly, are not eligible to
2 cure the violations discussed herein under section 2699.3 or otherwise use the early evaluation
3 conference process pursuant to section 2699.3(f).

4 14. In the event that Defendants, or either of them, is/are determined to have satisfied
5 sections 2699(g), 2699(h), or otherwise 2699(d)(1), Defendants, or any that is determined to have
6 satisfied sections 2699(g), 2699(h), is also, in the alternative, liable for civil penalties pursuant to
7 Labor Code sections 2699(j), 2699(e)(2), and 2699(f)(2).

8 15. In the event that Defendants, or either of them, is/are determined to have, prior to
9 this notice or a request for records pursuant to Labor Code section 226, 432, or 1198.5, from Plaintiff
10 and/or his/her counsel, adequately taken all reasonable steps to be in compliance with all provisions
11 identified in this notice, said defendant(s) is/are still liable for civil penalties pursuant to section
12 2699(g)(1)-(3).

13 16. In the event that Defendants, or either of them is/are deemed to have adequately taken
14 all reasonable steps to be in compliance with all provisions identified in this notice within sixty (60)
15 days of receiving this notice, said defendant(s) is/are still liable for civil penalties pursuant to Labor
16 Code section 2699(h)(1)-(3).

17 17. Plaintiff is further informed and believes that within five (5) years of any of
18 violations described above, the LWDA or a court has issued a finding or determination to the
19 Defendants, or either of them, that its/their policy or practice giving rise to such violations was
20 unlawful, and thus Defendants, or any of them, is/are further liable for civil penalties pursuant to
21 Labor Code section 2699(f)(2)(B)(i). Plaintiff is informed that Defendants, or any of them,
22 was/were found to have unlawfully committed some or all of the above-related Labor Code
23 violations, and thus is/are subject to increased penalties, as applicable, under Labor Code sections
24 2699(f)(2)(B)(i), 2699(g)(3) and 2699(h)(3), and is/are **not** eligible for reduced penalties under
25 either Labor Code sections 2699(g) or 2699(h) for remedying violations either prior to or after the
26 serving of this notice. Regardless, as the Defendants' conduct giving rise to the violations detailed
27 herein was and is malicious, fraudulent, and/or oppressive, the Employer thus is subject to increased
28 penalties under Labor Code section 2699(f)(2)(B)(ii) and, per Labor Code sections 2699(g)(3) and

1 2699(h)(3), are **not** eligible for reduced penalties under either 2699(g) or 2699(h), for remedying
2 violations either prior to or after the Employer's receipt of this notice.

3 18. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not
4 provide notice of its intention to investigate Defendants' alleged violations within sixty-five (65)
5 calendar days of the November 25, 2024 postmarked date of the herein-described notice sent by
6 Plaintiff to the LWDA and Defendants.

7 **PAGA REPRESENTATIVE ALLEGATIONS**

8 19. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
9 each of them, had and have a policy or practice of requiring Plaintiff and other Aggrieved Employees
10 to work more than eight (8) hours per day, forty (40) hours per week, and/or seven (7) straight
11 workdays in a workweek (in violation of Labor Code sections 551 and 552) without paying them
12 proper overtime wages every day, as a result of, without limitation, failing to accurately track and/or
13 pay for all minutes actually worked; engaging, suffering, or permitting employees to work off the
14 clock, including, without limitation, by requiring employees: to come early to work and leave late
15 work without being able to clock in for all that time, to suffer under Employer's control due to long
16 lines for clocking in, to complete pre-shift tasks before clocking in and post-shift tasks after clocking
17 out, to clock out for meal periods and continue working, to clock out for rest periods, to don and
18 doff uniforms and/or safety equipment off the clock, to attend company meetings off the clock, to
19 make phone calls or drive off the clock, and/or go through security screenings and/or temperature
20 checks off the clock; failing to include all forms of remuneration, including non-discretionary
21 bonuses, incentive pay, meal allowances, mask allowances, gift cards and other forms of
22 remuneration into the regular rate of pay for the pay periods where overtime was worked and the
23 additional compensation was earned for the purpose of calculating the overtime rate of pay;
24 detrimental rounding of employee time entries, editing and/or manipulation of time entries to show
25 less hours than actually worked, for paying straight pay instead of overtime pay, for failure to pay
26 overtime as required by Labor Code section 226.2, and by attempting but failing to properly
27 implement an alternative workweek schedule ("AWS") (including, without limitation, by failing to
28 implement a written agreement designating the regularly scheduled alternative workweek in which

1 the specified number of work days and work hours are regularly recurring; failing to adopt the AWS
2 in a secret ballot election, before the performance of work, by at least a two-thirds (2/3) vote of the
3 affected employees in the work unit; failing to follow the notice/disclosures procedures prior to any
4 AWS election; and/or failing to register an AWS election with the State of California, as required
5 by Labor Code section 511 and applicable Wage Orders) all to the detriment of Employee and other
6 Aggrieved Employees. Consequently, Employee is informed and believes, and based thereon
7 alleges, that Employer violated Labor Code sections 221, 222, 223, 226.2, 510, 511, 551, 552, 1194,
8 1198 (as it pertains to employees governed by a collective bargaining agreement ["CBA"]), 1811,
9 1815 and applicable Wage Orders based on its practice of providing total compensation that is less
10 than the required legal overtime compensation for the overtime worked, entitling Employee and
11 other aggrieved employees to damages, including, without limitation, at least one hour of unpaid
12 overtime wages each day worked by each Aggrieved Employee during the Civil Penalty Period.
13 Employee further informed and believes, and based thereon alleges, that Employer's conduct above
14 gave rise to such violations was malicious, fraudulent, or oppressive. Employer would also be liable
15 for civil penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages), 558,
16 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employer would further
17 be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

18 20. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
19 each of them, had and have a practice or policy of failing to compensate Plaintiff and other
20 Aggrieved Employees with minimum wages for all hours worked or otherwise under Employer's
21 control every day as a result of, without limitation, failing to accurately track and/or pay for all
22 minutes actually worked; engaging, suffering, or permitting employees to work off the clock,
23 including, without limitation, by requiring employees: to come early to work and leave late work
24 without being able to clock in for all that time, to suffer under Defendants' control due to long lines
25 for clocking in, to complete pre-shift tasks before clocking in and post-shift tasks after clocking out,
26 to clock out for meal periods and continue working, to clock out for rest periods, to don and doff
27 uniforms and/or safety equipment off the clock, to undergo security checks and/or bag checks off
28 the clock, to store and retrieve personal belongings off the clock, to attend company meetings off

1 the clock, to make phone calls, receive and respond to emails and/or texts, or drive off-the-clock;
2 detrimental rounding of employee time entries; failing to pay the minimum amounts required under
3 Labor Code section 226.2; editing and/or manipulation of time entries to show less hours than
4 actually worked; and failing to pay split shift premiums. In addition, Plaintiff and other Aggrieved
5 Employees were required to report to work, and did report, but were not put to work and/or were
6 furnished less than half their usual or scheduled day's work without being paid for half the usual or
7 scheduled work at their regular rate of pay. As such, Plaintiff is informed and believes, and based
8 thereon alleges, that Defendants violated, without limitation, Labor Code sections 221, 222 (as it
9 pertains to employees governed by a CBA), 223, 226.2, 1197, 1182.12, Cal. and applicable Wage
10 Orders based on its continued failure to pay minimum wages for all hours worked, that Plaintiff and
11 other Aggrieved Employees personally suffered these violations, and that Plaintiff and other
12 Aggrieved Employees are entitled to actual and liquidated damages under, without limitation, Labor
13 Code sections 1475, 1194, 1194.2, and 1198 to compensate them for at least one unpaid hour of
14 work per day for each Aggrieved Employee in the Civil Penalty Period. Employee further informed
15 and believes, and based thereon alleges, that Defendants' conduct above gave rise to such violations
16 was malicious, fraudulent, or oppressive. Plaintiff would also be liable for civil penalties pursuant
17 to Labor Code sections 210 (for failure to timely pay these wages), 558, 1197.1, 1198 and 2699, or
18 injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff would further be liable for civil
19 penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

20 21. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
21 and have a practice or policy of failing to compensate Plaintiff and other Aggrieved Employees with
22 minimum wages for all hours worked or otherwise under Employer's control every day as a result
23 of, without limitation, failing to accurately track and/or pay for all minutes actually worked;
24 engaging, suffering, or permitting employees to work off the clock, including, without limitation,
25 by requiring employees: to come early to work and leave late work without being able to clock in
26 for all that time, to suffer under Defendants' control due to long lines for clocking in, to complete
27 pre-shift tasks before clocking in and post-shift tasks after clocking out, to clock out for meal periods
28 and continue working, to clock out for rest periods, to don and doff uniforms and/or safety

1 equipment off the clock, to undergo security checks and/or bag checks off the clock, to store and
2 retrieve personal belongings off the clock, to attend company meetings off the clock, to make phone
3 calls, receive and respond to emails and/or texts, or drive off-the-clock; detrimental rounding of
4 employee time entries; editing and/or manipulation of time entries to show less hours than actually
5 worked; and failing to pay split shift premiums. In addition, Plaintiff and other Aggrieved
6 Employees were required to report to work, and did report, but were not put to work and/or were
7 furnished less than half their usual or scheduled day's work without being paid for half the usual or
8 scheduled work at their regular rate of pay. These acts and/or omissions violated Labor Code
9 sections 1771, 1774 and 1198, and, thus Plaintiff would be liable for civil penalties pursuant to these
10 sections and Labor Code section 2699, or injunctive relief under sections 2699(e)(1) and 2699(k).
11 Plaintiff further informed and believes, and based thereon alleges, that Plaintiff's conduct above
12 gave rise to such violations was malicious, fraudulent, or oppressive. Plaintiff would further be liable
13 for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

14 22. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
15 each of them, had and have a policy or practice of compelling Plaintiff and other Aggrieved
16 Employees during the Civil Penalty Period to work every day in excess of five (5) and ten (10) hours
17 per day, without being afforded uninterrupted, timely, and complete 30-minute meal periods or
18 compensation in lieu thereof including, each workday, without limitation: by interrupting meal
19 periods; not providing timely meal periods; failing to provide first and second meal periods;
20 providing short meal periods, including without, limitation meal periods that were recorded for less
21 than thirty minutes, and meal periods that may appear on the record to be thirty minutes or longer
22 but in practice were shorter than thirty minutes due to time required to walk to and from a suitable
23 break area, time spent having to wait in line to clock back in, having to don and doff safety gear
24 during the meal period, having to undergo security or bag checks during the meal period, and /or
25 having to retrieve and store personal belongings during the meal period; requiring that employees
26 carry cellular telephones or walkie-talkies during meal periods; not permitting employees to leave
27 the premises; otherwise requiring on-duty/on-call meal periods; and auto-deducting meal periods
28 that could not be auto-deducted by law or during which employees worked. Plaintiff and other

1 Aggrieved Employees personally suffered these violations. Consequently, Plaintiff is informed and
2 believes, and based thereon alleges, that Defendants violated Labor Code sections 221, 222 (as to
3 employees governed by a CBA), 223, 512 and 1198 each day for each Aggrieved Employee during
4 the Civil Penalty Period, and that, thus each Aggrieved Employee was owed one hour of premium
5 pay at their regular rate of pay for each day worked during the Civil Penalty Period under Labor
6 Code section 226.7. However, Plaintiff is informed and believes that those premium payments
7 under Labor Code section 226.7 were not made, either, for these non-compliant meal periods, either
8 at all or at the proper regular rate of pay. Plaintiff would thus be liable for civil penalties pursuant
9 to Labor Code sections 210 (for failure to timely pay these wages), 221, 222 (for employees
10 governed by a CBA), 223, 558, 1198 and 2699 for both failing to authorize the taking of compliant
11 meal periods and for failing to provide premium pay under Labor Code section 226.7, or injunctive
12 relief under sections 2699(e)(1) and 2699(k). Plaintiff further informed and believes, and based
13 thereon alleges, that Defendants' conduct above gave rise to such violations was malicious,
14 fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor
15 Code section 2699(f)(2)(B)(ii).

16 23. Plaintiff is informed and believes, and based thereon alleges, that Defendants
17 maintain policies or practices of compelling Plaintiff and other Aggrieved Employees every day to,
18 including, without limitation, work over four-hour periods (or major fractions thereof) without
19 authorizing and permitting Plaintiff and other Aggrieved Employees to take uninterrupted, timely,
20 and complete ten-minute rest periods in which the employees are completely relieved of all of their
21 duties, including, without limitation: by failing to provide rest periods all together; failing to provide
22 rest periods that were at least ten minutes in length, including rest periods that were shorter than ten
23 minutes, or rest periods that may have encompassed a total of ten minutes but were in practice less
24 than ten uninterrupted minutes due to, without limitation, due to time required to walk to and from
25 a suitable break area, time spent having to don and doff safety gear during the rest period, having to
26 retrieve and store personal belongings during the rest period, and/or having to undergo security or
27 bag checks during the rest period, requiring that they be bundled together and/or with meal periods;
28 interrupting them; requiring that employees carry cellular telephones or walkie-talkies during rest

1 periods; not providing rest periods in a timely fashion; and not permitting employees to leave the
2 premises; and otherwise requiring on-duty/on-call rest periods. Employee and other Aggrieved
3 Employees personally suffered these violations. Consequently, Plaintiff is informed and believes,
4 and based thereon alleges, that Defendants violated the applicable Wage Order(s) each day for each
5 Aggrieved Employee during the PAGA Period, and that, thus each Aggrieved Employee was owed
6 one hour of premium pay at their regular rate of pay for each day worked during the PAGA Period
7 under Labor Code section 226.7. However, Plaintiff is informed and believes that those premium
8 payments under Labor Code section 226.7 were not made, either, for these non-compliant rest
9 periods, either at all or at the proper regular rate of pay, in violation of Labor Code sections 226.7
10 and 1198. Defendants would thus be liable for civil penalties pursuant to Labor Code sections 210
11 (for failure to timely pay these wages), 221, 222 (for employees governed by a CBA), 223, 558,
12 1198 and 2699 for both failing to authorize the taking of compliant rest periods and for failing to
13 provide premium pay under Labor Code section 226.7, or injunctive relief under sections 2699(e)(1)
14 and 2699(k). Plaintiff is further informed and believes, and based thereon alleges, that Defendants'
15 conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Defendants
16 would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

17 24. Plaintiff is informed and believes, and based thereon alleges, that Defendants
18 maintain policies or practices of failing to maintain adequate temperatures which created excessive
19 heat or humidity exposing Plaintiff and Aggrieved Employees to temperature related hazards and/or
20 comfortable working environments, as required under California Code of Regulations Title 8,
21 section 3396. Plaintiff is informed and believes, and based thereon alleges that Defendants failed
22 to maintain temperatures at comfortable levels in violation of section 15 of the applicable Wage
23 Orders, which requires temperature be maintained in each work area to be reasonably comfortable,
24 consistent with industry-wide standards for the nature of the process and the work performed.
25 Defendants, as required by the same wage order provisions, also: failed and fails to take all feasible
26 means to reduce excessive heat or humidity created by the work process to provide reasonable
27 comfort; failed and fails to provide a heated room for Plaintiff and Aggrieved Employees so that
28 they may retire for warmth while maintaining such room at not less than 60 degrees; and/or failed

1 and fails to maintain a temperature of not less than 68 degrees in toilet rooms, resting rooms, and
2 change rooms during hours of use Plaintiff is further informed and believes, and based thereon
3 alleges that Defendants failed and fail to permit Plaintiff and other Aggrieved Employees from
4 taking cooldown periods every day as required under California Code of Regulations, Title 8,
5 Section 3395; rest and recovery periods as required by Labor Code section 226.2; and premium pay
6 in lieu thereof under Labor Code section 226.7. Plaintiff and other Aggrieved Employees personally
7 suffered these violations. Consequently, Plaintiff is informed and believes, and based thereon
8 alleges, that Defendants violated California Code of Regulations, Title 8, Sections 3395 and 3396
9 each day for each Aggrieved Employee during the PAGA Period, and that, thus each Aggrieved
10 Employee was owed one hour of premium pay at their regular rate of pay for each day worked
11 during the PAGA Period under Labor Code section 226.7. In addition, for the failure each day of
12 the PAGA Period by Defendants to provide rest and recovery periods under Labor Code section
13 226.2, each Aggrieved Employee was owed compensation at a regularly hourly rate that is no less
14 than the higher of the amounts set forth in Labor Code section 226.2(a)(3)(A)(i) or
15 226.2(a)(3)(A)(ii). However, Plaintiff is informed and believes that those premium payments under
16 Labor Code section 226.7, and rest and recovery periods under Labor Code section 226.2(a)(3)(A)
17 were not made for these non-compliant cooldown periods and/or rest and recovery periods, either
18 at all or at the proper rate of pay, in violation of Labor Code sections 226.2, 226.7 and/or 1198.
19 Defendants would also be liable for their failures to provide comfortable levels of temperatures to
20 employees under the wage orders, including Section 15 thereof. Defendants would thus be liable
21 for civil penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages), 221,
22 222 (for employees governed by a CBA), 223, 558, 1198 and 2699 for both failing to authorize the
23 taking of compliant rest periods and for failing to provide premium pay under Labor Code section
24 226.7, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further informed and
25 believes, and based thereon alleges, that Defendants' conduct above gave rise to such violations was
26 malicious, fraudulent, or oppressive. Defendants would further be liable for civil penalties pursuant
27 to Labor Code section 2699(f)(2)(B)(ii).

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1 25. In addition to the above, Plaintiff is informed and believes, and based thereon alleges
2 that Defendants failed and continue to fail to keep adequate or accurate time records including wage
3 statements and similar payroll documents under Labor Code section 226, documents signed to
4 obtain or hold employment under Labor Code section 432, personnel records under Labor Code
5 section 1198.5, time records under Labor Code section 1174, the names and addresses of all
6 employees employed and the ages of all minors under Labor Code section 1174, subsection (c),
7 payroll records showing the hours worked daily by and the wages paid to, and the number of piece-
8 rate units earned by, and applicable piece rate paid to, employees employed at the respective place
9 of employment under Labor Code section 1174, subsection (d), and a copy of the payroll record
10 provided by the contractor under Labor Code section 1695.55, as well as the information required
11 to be kept under Labor Code sections 2673 and/or 1776, subdivision (a), making it difficult for
12 Employee and other aggrieved employees to calculate their unpaid wages and/or premium
13 payments. Employer also failed to provide these documents to Employee and other Aggrieved
14 Employees upon request in violation of these Labor Code sections, as well as Labor Code section
15 1198 and/or 1775, subdivision (b)(1). Plaintiff and the Aggrieved Employees personally suffered
16 these violations, which in turn would entitle Plaintiff and other Aggrieved Employees to penalties
17 prescribed by Labor Code sections 226 and 1198.5. Defendants would also be liable for civil
18 penalties pursuant to Labor Code sections 558, 1174.5, 1695.55, 1198, and 2699. Plaintiff is further
19 informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to such
20 violations was malicious, fraudulent, or oppressive. Defendants would further be liable for civil
21 penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

22 26. As a result of, among other things, Defendants' herein-described policy or practice
23 of failing to: accurately record time; failing to pay overtime and minimum wages; failing to provide
24 meal periods; failing to provide rest periods; and failing to provide compensation in lieu of meal or
25 rest periods, as described above, and due to independent failures in connection therewith, Plaintiff
26 is informed and believes, and based thereon alleges, that Defendants also intentionally failed and
27 continues to fail to furnish Aggrieved Employees, including, without limitation, Plaintiff, with
28 itemized wage statements that accurately reflect: gross wages earned; total hours worked by the

1 employee; net wages earned; the inclusive dates of the period for which the employee is paid; the
2 name of the employee and only the last four digits of their social security number or an employee
3 identification number other than a social security number; all deductions; all applicable hourly rates
4 in effect during the pay period and the corresponding number of hours worked at each hourly rate
5 by the employee; the legal name and address Defendants (and, in the case of a farm labor contractor,
6 the name and address of the legal entity that secured the services of the employer); and other such
7 information as required by Labor Code section 226, subdivision (a) , as well as Labor Code section
8 226.2 to the extent it does not include for piece-rate work the information required therein including,
9 without limitation, the quantity, rate and units worked per piece, as well as separately itemized non-
10 productive time and rest and recovery periods. Specifically, Defendants intentionally failed to
11 furnish employees with itemized wage statements that accurately reflect the hours worked by
12 Plaintiff and other Aggrieved Employees and the rates of pay at which they were or should have
13 been paid (including due to failure to pay at the proper regular rate), thus resulting in a failure to
14 reflect gross and net wages earned and paid at each rate, as well. Consequently, Employee is
15 informed and believes, and based thereon alleges, that Employer violated Labor Code sections 226,
16 226.2, 1696.5 and 1198 each day for each Aggrieved Employee during the PAGA Period, and that,
17 thus Employee and each Aggrieved Employee personally suffered these violations and was owed
18 penalties under Labor Code section 226 and 226.2 for each pay period worked during the PAGA
19 Period. Plaintiff is informed and believes that those penalties under Labor Code section 226 were
20 not paid for these violations of Labor Code section 226. Defendants would thus be liable for civil
21 penalties pursuant to Labor Code sections 226.2, 226.3, 558, 1198, 1696.5 and 2699. Plaintiff is
22 further informed and believes, and based thereon alleges, that Defendants' conduct above gave rise
23 to such violations was malicious, fraudulent, or oppressive. Defendants would also be liable for civil
24 penalties pursuant to Labor Code sections 226.2, 226.3, 558, and 2699, or injunctive relief under
25 sections 2699(e)(1) and 2699(k). Defendants would further be liable for civil penalties pursuant to
26 Labor Code section 2699(f)(2)(B)(ii).

27 27. Plaintiff is informed and believes, and based thereon alleges, that Defendants also
28 willfully or intentionally failed and refused, and continue to fail and refuse, to timely pay

1 compensation to Plaintiff and other terminated or resigned employees, including but not limited to,
2 all overtime wages owed; all minimum wages owed; all paid sick leave, vacation pay and paid time
3 off; and all premium pay owed as set out above, including, without limitation, for failure to pay at
4 the proper regular rate of pay, among other things. Consequently, Plaintiff is informed and believes,
5 and based thereon alleges, that Defendants violated Labor Code sections 201, 201.5, 201.7, 202 203,
6 203.5 ,204a, 204.1, 204.2, 205, 205.5 and 1198 each pay period for each Aggrieved Employee
7 during the PAGA Period, and that, thus Plaintiff and each Aggrieved Employee personally suffered
8 these violations and was owed penalties under Labor Code section 203 (or, as applicable, 203.5,
9 204a, 204.1, 204.2, 205 and/or 205.5) for each pay period worked during the PAGA Period.
10 However, Plaintiff is informed and believes that those penalties under Labor Code section 203 (or
11 203.5 and/or 204a) were not made for these violations of Labor Code sections 201, 201.5, 201.7,
12 202, 203, 203.5, 204b, 204.1, 204.2, 205 and/or 205.5. Plaintiff is further informed and believes,
13 and based thereon alleges, that Defendants' conduct above gave rise to such violations was
14 malicious, fraudulent, or oppressive. Defendants would also be liable for civil penalties pursuant to
15 Labor Code sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(j).
16 Defendants would further be liable for civil penalties pursuant to Labor Code section
17 2699(f)(2)(B)(ii).

18 28. Plaintiff is informed and believes, and based thereon alleges, that Defendants
19 required or require the execution of a release of claim or right on account of wages due, or to become
20 due, or made as an advance on wages to be earned, including, without limitation, as a condition of
21 being paid, to execute a statement of the hours worked during a pay period in which Defendants
22 knew to be false. As such, Plaintiff is informed and believes, and based thereon alleges that
23 Defendants violated Labor Code sections 206.5 and 1198, and that Plaintiff and other Aggrieved
24 Employees have personally suffered these violations. Plaintiff is further informed and believes, and
25 based thereon alleges, that Defendants' conduct above gave rise to such violations was malicious,
26 fraudulent, or oppressive. Defendants would be liable for civil penalties pursuant to Labor Code
27 sections 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants
28 would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

1 29. Plaintiff is informed and believes, and based thereon alleges, that Defendants have
2 or had a policy or practice of unlawfully deducting wages from Plaintiff and other Aggrieved
3 Employees, by issuing in payment of wages due, or to become due, or as an advance on wages to
4 be earned: (1) an order, check, draft, note, memorandum, gift card, or other acknowledgement of
5 indebtedness, (unless it was negotiable and payable in cash, on demand, without discount, at some
6 established place of business in the state), the name and address of which must but did not appear
7 on the instrument, and at the time of its issuance and for a reasonable time thereafter, which must
8 be but was not at least 30 days, the maker or drawer did not have sufficient funds in, or credit,
9 arrangement, or understanding with the drawee for its payment; and/or (2) any scrip, coupon cards,
10 or other thing redeemable, in merchandise or purporting to be payable or redeemable otherwise than
11 in money. Plaintiff is further informed and believes, and based thereon alleges, that such wages were
12 not compensated at the “regular rate” of compensation as provided under Labor Code sections 226.7
13 and 510, subsection (a), thus violating those Labor Code sections, as well as Labor Code section
14 1198. In addition, Plaintiff is informed and believes that Defendants, by these deductions and/or
15 otherwise, have caused wages earned by Plaintiff and Aggrieved Employees to be charged back or
16 kicked back to Defendants. Consequently, Plaintiff is informed and believes, and based thereon
17 alleges, that Plaintiff and other Aggrieved Employees have personally suffered violations under
18 these sections and are entitled to relief under, without limitation, Labor Code sections 212, 221, 222
19 (as it pertains to employees governed by a CBA), 223, 226.7, 246, 510 subsection (a), 1194, and
20 1197. Plaintiff is further informed and believes, and based thereon alleges, that Plaintiff’s conduct
21 above gave rise to such violations was malicious, fraudulent, or oppressive. Defendants would thus
22 be liable for civil penalties pursuant to Labor Code sections 558, 1197.1, 1198 and 2699, or
23 injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would further be liable for civil
24 penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

25 30. Plaintiff is further informed and believes, and based thereon alleges that Defendants
26 failed and refused, and continues to fail and refuse, to comply with the notice requirements of Labor
27 Code section 2810.5 (*i.e.*, the Wage Theft Protection Act of 2011) by, among other things, failing
28 to provide Plaintiff and other Aggrieved Employees with the rates of pay and overtime rates of pay

1 applicable to their employment, allowances claimed as part of the minimum wage, the regular
2 payday designated by Defendants, the name of the employer, including any “doing business as”
3 names used, the name, address and telephone number of the workers’ compensation insurance
4 carrier, information regarding paid sick leave, and other pertinent information required to be
5 disclosed by Employer under Labor Code section 2810.5. Plaintiff is informed and believes that
6 failure to provide such information, including rates of pay that are in effect, has permitted
7 Defendants to pay employees at rates of pay that were not agreed upon and violate minimum wage
8 and overtime wage laws in California. Plaintiff is additionally informed and believes that the notice
9 requirement of Labor Code section 2810.5 involves a mandatory payroll or workplace injury
10 reporting. Plaintiff is informed and believes that Defendants violated Labor Code sections 1198 and
11 2810.5. Plaintiff and other Aggrieved Employees personally suffered these violations. Plaintiff
12 further informed and believes, and based thereon alleges, that Defendants’ conduct above gave rise
13 to such violations was malicious, fraudulent, or oppressive. Among other relief, employees may
14 collect from Defendants in connection with these violations’ civil penalties pursuant to Labor Code
15 sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants
16 would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

17 31. Plaintiff is informed and believes, and based thereon alleges that Defendants also
18 failed and refused, and continues to fail and refuse, to reimburse employees, including, without
19 limitation, Plaintiff and other Aggrieved Employees, with their costs incurred for driving personal
20 vehicles (*i.e.*, mileage and gas), purchasing uniforms, providing uniform and other deposits,
21 separately laundering mandatory uniforms, for the purchase of tools and safety equipment, and for
22 the purchase and maintenance of cellular phones and cellular phone plans, for pre-employment
23 medical, physical or drivers’ exams taken as a condition of employment, or for compelling or
24 coercing Plaintiff and Aggrieved Employees, including applicants, to patronize in the purchase of a
25 value or things, including, without limitation, Defendants’ product(s) and/or service(s), in direct
26 consequence of the discharge of their duties, or of their obedience to the directions of Defendants,
27 as required by Labor Code sections 222.5, 231, 450, 1198, 2800, 2802, and other statutory and
28 common law offenses. As a result, Plaintiff and other Aggrieved Employees have personally

1 suffered these violations and Defendants are liable to reimburse Plaintiff and other Aggrieved
2 Employees for these costs incurred in furtherance of work duties. Plaintiff further informed and
3 believes, and based thereon alleges, that Defendants' conduct above gave rise to such violations was
4 malicious, fraudulent, or oppressive. In addition, Defendants would be liable for civil penalties
5 pursuant to Labor Code sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1)
6 and 2699(k). Defendants would further be liable for civil penalties pursuant to Labor Code section
7 2699(f)(2)(B)(ii).

8 32. Plaintiff is further informed and believes, and based thereon alleges, that Defendants
9 have or had a policy or practice of failing to reimburse deposits made, including uniform deposits
10 together with all interest owed at the separation of employment in violation of Labor Code sections
11 404 and 1198, that Plaintiff and other Aggrieved Employees personally suffered these violations,
12 and that Plaintiff and other Aggrieved Employees are entitled to damages in the amount of the
13 deposit and accrued interest. Plaintiff further informed and believes, and based thereon alleges, that
14 Defendants' conduct above gave rise to such violations was malicious, fraudulent, or oppressive.
15 Defendants would also be liable for civil penalties under Labor Code sections 558, 1198 and 2699,
16 or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would further be liable for
17 civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

18 33. Plaintiff is further informed and believes, and based thereon alleges, that Defendants
19 have or had a policy or practice of failing to provide Plaintiff and other Aggrieved Employees with
20 all rights afforded to them under the Healthy Workplace Healthy Families Act of 2014, codified at
21 Labor Code section 245, *et seq.*, including, without limitation, the amount of paid sick leave required
22 to be provided pursuant to California and local laws. Plaintiff is further informed and believes that
23 the sick pay was not provided at the proper regular of pay as required under California law due to
24 failure to properly calculate the regular rate. Plaintiff is further informed and believes that
25 Defendants also did not permit its use upon request by Plaintiff and other Aggrieved Employees as
26 contemplated under California and local laws, including, without limitation, under Labor Code
27 section 233, that permits its use to attend to an illness of a child, parent, spouse, or domestic partner
28 without retaliation. Plaintiff is additionally informed and believes that the notice requirement of

1 Labor Code section 221, 222 (as it pertains to employees governed by a CBA), 223, 233, 234, 245
2 and 246 involves a mandatory payroll or workplace injury reporting. Plaintiff is thus informed and
3 believes that Defendants violated these Labor Code sections, as well as Labor Code section 1198.
4 As such, Plaintiff and other Aggrieved Employees have personally suffered violations under these
5 sections and Defendants would be liable for civil penalties for violation of the paid sick leave
6 regulations under Labor Code sections 1198 and 2699, as well as equitable, injunctive, or
7 restitutionary relief, and reasonable attorneys' fees and costs. Defendants are further informed and
8 believes, and based thereon alleges, that Defendants' conduct above gave rise to such violations was
9 malicious, fraudulent, or oppressive. Defendants would further be liable for civil penalties pursuant
10 to Labor Code section 2699(f)(2)(B)(ii).

11 34. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
12 have a policy or practice of failing to pay Plaintiff and other Aggrieved Employees their paid time
13 off and vacation time owed upon separation of employment as wages at their final rate of pay in
14 violation of Labor Code sections 221, 222 (as it pertains to employees governed by a CBA), 223,
15 227.3 and applicable Wage Orders. Plaintiff is thus informed and believes that Defendants violated
16 these Labor Code sections, as well as Labor Code section 1198. As such, Plaintiff and other
17 Aggrieved Employees have personally suffered these violations and Defendants would be liable for
18 civil penalties for violation of Labor Code section 227.3 under Labor Code section 558, 1198 and
19 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further informed and
20 believes, and based thereon alleges, that Defendants' conduct above gave rise to such violations was
21 malicious, fraudulent, or oppressive. Defendants would further be liable for civil penalties pursuant
22 to Labor Code section 2699(f)(2)(B)(ii).

23 35. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
24 have a policy or practice of failing to pay aggrieved employees their wages in accordance with Labor
25 Code Section 204, which requires that: "[l]abor performed between the 1st and 15th days, inclusive,
26 of any calendar month shall be paid for between the 16th and 26th day of the month during which
27 the labor was performed, and labor performed between the 16th and the last day, inclusive of any
28 calendar month, shall be paid for between the 1st and 10th day of the following month." Plaintiff

1 is informed and believes and based thereon alleges that Defendants did not and do not pay Plaintiff
2 and other Aggrieved Employees every day and every workweek in accordance with Labor Code
3 sections 204 and 1198. As such, Plaintiff is informed and believes, and based thereon alleges that
4 Defendants violated Labor Code section 204 and that Plaintiff and other Aggrieved Employees have
5 personally suffered these violations. Plaintiff further informed and believes, and based thereon
6 alleges, that Defendants' conduct above gave rise to such violations was malicious, fraudulent, or
7 oppressive. Plaintiff would be liable for civil penalties pursuant to Labor Code sections 210, 558,
8 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff would further
9 be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

10 36. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
11 have a policy of failing to provide all temporary workers, including without limitation, Plaintiff,
12 with owed wages weekly by not later than the regular payday of the following week. Plaintiff is
13 informed and believes that this has resulted in a violation of Labor Code sections 201.3 and 1198.
14 As a result, pursuant to Labor Code section 201.3, Plaintiff and other Aggrieved Employees have
15 personally suffered violations thereto and Plaintiff would be liable for civil penalties pursuant to
16 Labor Code sections 201.3, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and
17 2699(k). Plaintiff further informed and believes, and based thereon alleges, that Defendants'
18 conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Defendants
19 would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

20 37. Plaintiff is informed and believes, and based thereon alleges, that Defendants have
21 or had collected, taken, or received gratuities (or a part thereof) that is paid, given to, or left for
22 Plaintiff and/or Aggrieved Employees by a patron, or deducted amounts from wages due to Plaintiff
23 and/or Aggrieved Employees on account of a gratuity, or required Plaintiff and/or Aggrieved
24 Employees to credit the amount (or a part thereof) of a gratuity against and as part of the wages due
25 to the Plaintiff and/or Aggrieved Employees from the Defendants. In addition, Plaintiff is informed
26 and believes, and based thereon alleges, that Defendants permit and/or permitted patrons to pay
27 gratuities by credit card but failed to pay Plaintiff and/or Aggrieved Employees the full amount of
28 the gratuity that the patron indicated on the credit card slip, without any deductions, for any credit

1 card payment processing fees that may be charged to the employer by the credit card company by
2 not later than the regular payday following the date the patron authorized the credit card. In addition,
3 Defendants failed to keep accurate records of all gratuities received by Defendants and made those
4 open to inspection at all reasonable hours. Plaintiff is informed and believes that this has resulted
5 in a violation of Labor Code sections 351, 353, 1198. As a result, pursuant to Labor Code sections
6 351 and 353, Plaintiff and other Aggrieved Employees have personally suffered violations thereto
7 and Defendants would be liable for civil penalties pursuant to Labor Code sections 351, 353, 1198
8 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further informed
9 and believes, and based thereon alleges, that Defendants' conduct above gave rise to such violations
10 was malicious, fraudulent, or oppressive. Defendants would further be liable for civil penalties
11 pursuant to Labor Code section 2699(f)(2)(B)(ii).

12 38. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
13 have a policy or practice of failing to provide all working employees, including without limitation
14 Plaintiff, with suitable seats when the nature of the work reasonably permits the use of seats.
15 Plaintiff is further informed and believes, and based thereon alleges that Defendants have failed to
16 place an adequate number of seats in reasonable proximity to the work area and/or permitted
17 Plaintiff and other aggrieved employees to use such seats when it does not interfere with the
18 performance of their duties when employees are not engaged in the active duties of their
19 employment and the nature of their work requires standing. Plaintiff and other Aggrieved
20 Employees have personally suffered these violations. Plaintiff is informed and believes that this has
21 resulted in a violation of Labor Code section 1198. As a result, Plaintiff and other Aggrieved
22 Employees have personally suffered violations thereto and Defendants would be liable for civil
23 penalties under Labor Code sections 1198 and 2699, or injunctive relief under sections 2699(e)(1)
24 and 2699(k). Plaintiff is further informed and believes, and based thereon alleges, that Defendants'
25 conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Defendants
26 would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

27 39. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
28 have a policy or practice of preventing Plaintiff and other Aggrieved Employees from using or

1 disclosing the skills, knowledge and experience they obtained with Defendants for purposes of
2 competing with Defendants, including, without limitation, preventing Plaintiff and Aggrieved
3 Employees from disclosing their wages in negotiating a new job with a prospective employer, and
4 from disclosing who else works with Defendants and under what circumstances that they might be
5 receptive to an offer from a rival employer. As such, Plaintiff is informed and believes that this
6 violates Business and Professions Code sections 17200, 16600 and 16700, and, by virtue thereof,
7 various provisions of the Labor Code, including Labor Code sections 232, 232.5, 1197.5,
8 subdivision (k), and 1198, and that Plaintiff and other Aggrieved Employees have personally
9 suffered these violations. Plaintiff is further informed and believes, and based thereon alleges, that
10 Defendants' conduct above gave rise to such violations was malicious, fraudulent, or oppressive.
11 Defendants would be liable for civil penalties pursuant to Labor Code sections 1198 and 2699, or
12 injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would further be liable for civil
13 penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

14 40. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
15 have a policy or practice of preventing Plaintiff and other Aggrieved Employees from disclosing
16 violations of state and federal law, either within Defendants to their managers or outside of
17 Defendants to private attorneys or government officials, among others, in violation of Business and
18 Professions Code section 17200, and, thus, in violation of Labor Code section 1102.5. Plaintiff and
19 other Aggrieved Employees personally suffered these violations. In addition, Plaintiff is informed
20 and believes that these policies and/or practices prevent Plaintiff and other Aggrieved Employees
21 from disclosing information about unsafe or discriminatory working conditions, or about wage and
22 hour violations in violation of Labor Code sections 232, 232.5 and 1198. Plaintiff and other
23 Aggrieved Employees personally suffered these violations of the Labor Code, and as such, these
24 violations would expose Defendants to liability for civil penalties pursuant to Labor Code sections
25 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further
26 informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to such
27 violations was malicious, fraudulent, or oppressive. Defendants would further be liable for civil
28 penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

1 41. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
2 have a policy or practice of preventing Plaintiff and other Aggrieved Employees from engaging in
3 lawful conduct during non-work hours, thus violating state statutes entitling employees to disclose
4 wages, working conditions, and illegal conduct, including, without limitation, Labor Code sections
5 96, subdivision (k), 98.6, 232, 232.5, 1197.5, subdivision (k), and 1198. Plaintiff and other
6 Aggrieved Employees personally suffered these violations. Plaintiff is informed and believes that
7 this lawful conduct includes, without limitation, the exercise of Plaintiff and other Aggrieved
8 Employee's constitutional rights of freedom of speech and economic liberty and would thus expose
9 Defendant to liability for civil penalties pursuant to Labor Code sections 1198 and 2699, or
10 injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff further informed and believes, and
11 based thereon alleges, that Defendants' conduct above gave rise to such violations was malicious,
12 fraudulent, or oppressive. Defendants would further be liable for civil penalties pursuant to Labor
13 Code section 2699(f)(2)(B)(ii).

14 42. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
15 have made, adopted, and/or enforced rules, regulations and/or policies that tend to forbid or prevent
16 Aggrieved Employees, including Plaintiff, from engaging or participating in politics and/or from
17 becoming a candidate for public office. Moreover, Plaintiff is informed and believes, and based
18 thereon alleges that Defendants coerced, influenced and/or attempted to coerce and/or influence
19 Plaintiff and other Aggrieved Employees, through or by means of threat of discharge and/or loss of
20 employment, to adopt or follow or refrain from adopting or following a particular course or line of
21 political action and/or political activity. Plaintiff is informed and believes, and based thereon alleges
22 that in doing so, Defendants have violated, without limitation, Labor Code sections 1101, 1102,
23 1102.5 and 1198. Plaintiff and other Aggrieved Employees personally suffered these violations and
24 are thus informed and believe that Employer is exposed to liability for civil penalties pursuant to
25 Labor Code sections 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k).
26 Plaintiff further informed and believes, and based thereon alleges, that Defendants' conduct above
27 gave rise to such violations was malicious, fraudulent, or oppressive. Defendants would further be
28 liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

1 43. Plaintiff is informed and believes, and based thereon alleges, that Defendants,
2 including their agents, managers, superintendents, and/or officers, required Plaintiff and/or
3 Aggrieved Employees to agree, in writing, to terms and conditions known by Defendants (and their
4 agents, managers, superintendents and/or officers) to be prohibited by law, including, without
5 limitation, non-compete agreements, terms known to be illegal in purported arbitration agreements,
6 purported confidentiality agreements, purported severance agreements, or purported release
7 agreements, and other written documents presented for signature and/or assent to Plaintiff and/or
8 Aggrieved Employees by Defendants. And, even more specifically, Plaintiff is informed and
9 believes, and based thereon alleges, that Defendants had and have a practice or policy of requiring
10 Plaintiff and other Aggrieved Employees to agree in writing to confidentiality policies that
11 unlawfully restrain trade by prohibiting employees from speaking with prospective employers about
12 their work with Defendants, including but not limited to their wages and working conditions.
13 Defendants also required Plaintiff and Aggrieved Employees to inform prospective employers of
14 Defendants' restrictions of Plaintiff's and Aggrieved Employees' freedom to work. As a result,
15 Employee is informed and believes that Employer violated Labor Code sections 432.5, 1700.31 and
16 1198. As such, Plaintiff is informed and believes, and based thereon alleges, that Plaintiff and other
17 Aggrieved Employees personally suffered these violations, and that Defendants violated, without
18 limitation, Labor Code section 432.5 and Government Code section 12952, entitling Plaintiff and
19 other Aggrieved Employees to damages. Plaintiff further informed and believes, and based thereon
20 alleges, that Defendants' conduct above gave rise to such violations was malicious, fraudulent, or
21 oppressive. Defendants would also be liable for civil penalties pursuant to Labor Code sections
22 432.5, 1198, 1700.31 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k).
23 Defendants would further be liable for civil penalties pursuant to Labor Code section
24 2699(f)(2)(B)(ii).

25 44. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
26 and have a practice or policy of conducting unlawful background checks on prospective and current
27 employees, including without limitation Plaintiff, prior to making a conditional offer. Plaintiff is
28 informed and believes, and based thereon alleges, that Defendants violated applicable laws by,

1 without limitation: requiring job applicants and employees to disclose their conviction history before
2 Defendants made a conditional offer of employment; inquiring into or considering the conviction
3 history of applicants before Defendants made any conditional offers of employment; considering,
4 distributing, or disseminating information about arrests not followed by conviction, referrals to or
5 participation in a pretrial or posttrial diversion program, convictions that have been sealed,
6 dismissed, expunged, or statutorily eradicated pursuant to law, or any conviction for which the
7 convicted person has received a full pardon or has been issued a certificate of rehabilitation, while
8 conducting conviction history background checks in connection with any applications for
9 employment; intending to deny an applicant a position of employment solely or in part because of
10 the applicant's conviction history; and asking applicants for employment to disclose, through any
11 written form or verbally, information concerning or related to an arrest, detention, processing,
12 diversion, supervision, adjudication, or court disposition that occurred while the person was subject
13 to the process and jurisdiction of the juvenile court, to the detriment of Employee and other
14 aggrieved employees. As such, Plaintiff is informed and believes, and based thereon alleges, that
15 Plaintiff and other Aggrieved Employees personally suffered these violations, as well as violation
16 of Labor Code section 1198, and that Employer violated, without limitation, Labor Code sections
17 432.7 and 1198, as well as Government Code section 12952, entitling Plaintiff and other Aggrieved
18 Employees to damages. Plaintiff is further informed and believes, and based thereon alleges, that
19 Defendants' conduct above gave rise to such violations was malicious, fraudulent, or oppressive.
20 Defendants would also be liable for civil penalties pursuant to Labor Code sections 432.7, 432.8,
21 1198, and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would
22 further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

23 45. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
24 and have a practice or policy of relying on the salary history information of an applicant for
25 employment as a factor in determining whether to offer employment to an applicant or what salary
26 to offer the applicant in violation of Labor Code section 432.3 by including, on Defendants'
27 application for employment, an inquiry regarding current and/or former salary history information,
28 including, without limitation, compensation and benefits of the applicant for employment. Plaintiff

1 is informed and believes that this practice has resulted in unequal pay. Specifically, for this reason,
2 as well as for other reasons, Plaintiff is informed and believes, and based thereon alleges, that
3 Employer has failed to pay its employees at wage rates less than those paid to employees of the
4 opposite sex and/or another race or ethnicity for substantially similar work, when viewed as a
5 composite of skill, effort, and responsibility, and/or performed under similar working conditions
6 without sufficient legal rationale. Finally, Plaintiff is informed and believes, and based thereon
7 alleges that Employer has discharged and/or discriminated and/or retaliated against Plaintiff and
8 Aggrieved Employees by reason of an action taken by them to invoke or assist in the enforcement
9 of Labor Code section 1197.5. As such, Plaintiff is informed and believes, and based thereon
10 alleges, that Defendants violated, without limitation, Labor Code sections 432.3, 1102.5, 1197.5,
11 and 1198. Plaintiff also alleges that Plaintiff and other Aggrieved Employees personally suffered
12 these violations, and that Plaintiff and other Aggrieved Employees are entitled to damages. Plaintiff
13 further informed and believes, and based thereon alleges, that Defendants' conduct above gave rise
14 to such violations was malicious, fraudulent, or oppressive. Defendants would also be liable for
15 civil penalties pursuant to Labor Code sections 432.3, 1198 and 2699, or injunctive relief under
16 sections 2699(e)(1) and 2699(k). Defendants would further be liable for civil penalties pursuant to
17 Labor Code section 2699(f)(2)(B)(ii).

18 46. Plaintiff is informed and believes, and based thereon alleges that Defendants and
19 others in connection with the Defendants (including, without limitation, the owner of the property,
20 controller, and others in concert with the Defendants) employed, permitted and/or suffered to work
21 minors under the age of sixteen (16) years in connection with a manufacturing establishment or
22 other place of employment; in adjusting belts to machinery, sewing or lacing machine belts in a
23 workshop or factory, and/or oiling, wiping, cleaning machinery and/or assisting therewith; in
24 operating or assisting in operating machines, including circular or band saws, wood shapers, wood-
25 jointers, planers, sandpaper machinery, wood-polishing machinery, wood turning or boring
26 machinery, picker machines, machines used in picking wool, cotton, hair or other material, carding
27 machines, leather-burnishing machines, laundry machines, printing-presses, boring or drill presses,
28 stamping machines used in sheet-metal and tinware, in paper and leather manufacturing, in washer

1 and nut factories, metal or paper-cutting machines, paper-lace machines, corner-staying machines
2 in paper-box factories, corrugating rolls, dough brakes, cracker machinery, wire or iron
3 straightening or drawing machinery, rolling mill machinery, power punches or shears, washing,
4 grinding or mixing machinery, calendar rolls in paper and rubber manufacturing, steam boilers, and
5 others, even in or out of proximity to hazardous or unguarded belts, machinery or gearing; and in
6 occupations declared hazardous as set forth in Labor Code section 1293.1; all in violation of Labor
7 Code sections 1290, 1292, 1293, 1294.1 and 1301. In addition, Employee is informed and believes,
8 and based thereon alleges that Aggrieved Employees are covered by Labor Code section 1391,
9 Educational Code 49112 and Educational Code 49116. Plaintiff is informed and believes, and based
10 thereon alleges, that Defendants had and has a policy or practice of requiring Aggrieved Employees,
11 who are fifteen (15) years old or younger to work for more than eight (8) hours in one day of twenty-
12 four (24) hours, and/or more than forty (40) hours in one week, and/or before 7:00 a.m. or after 7:00
13 p.m. Plaintiff is further informed and believes, and based thereon alleges, that Defendants had and
14 have a policy or practice of, among other things, requiring its employees, who are fourteen (14) or
15 (15) years old to work, while school is in session, for more than three hours in any schoolday and/or
16 more than eighteen (18) hours in any week. Plaintiff is further informed and believes, and based
17 thereon alleges, that Defendants had and has a policy or practice of, among other things, requiring
18 its employees, who are sixteen (16) or seventeen (17) years old, to work for more than eight (8)
19 hours in one day, and/or more than 48 hours in one week, and/or before 5 a.m., and/or after 10 p.m.
20 on any day preceding a schoolday, and/or to work more than four (4) hours on a schoolday.
21 Accordingly, for violations of Labor Code section 1391, *et seq.*, As such, Plaintiff is informed and
22 believes, and based thereon alleges, that Defendants violated, without limitation, Labor Code
23 sections 1290, 1292, 1293, 1294.1 and 1301, 1391 and 1198. Employee also alleges that Aggrieved
24 Employees personally suffered these violations, and that Aggrieved Employees are entitled to
25 damages. Plaintiff further informed and believes, and based thereon alleges, that Defendants'
26 conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Defendants
27 would also be liable for civil penalties pursuant to Labor Code sections 1290, 1292, 1293, 1294.1
28 and 1301, 1391 and 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k).

1 Defendants would further be liable for civil penalties pursuant to Labor Code section
2 2699(f)(2)(B)(ii).

3 47. Although notice is not required under Labor Code section 2699.3 to recover penalties
4 under Labor Code section 226.8, Plaintiff is informed and believes, and based thereon alleges that
5 Defendants willfully misclassified Plaintiff and Aggrieved Employees as independent contractors
6 and charged willfully misclassified independent contractors a fee, or made deductions from
7 compensation for purposes that include, without limitation, goods, materials space, rental, services,
8 government licenses, repairs, equipment maintenance, or fines arising from the individual's
9 employment where these acts would have violated the law if the individual were not misclassified.
10 As such, including the Labor Code sections described hereabove, Plaintiff is informed and believes,
11 and based thereon alleges, that Defendants violated, without limitation, Labor Code section 226.8.
12 Plaintiff is further informed and believes, and based thereon alleges, that Defendants' conduct above
13 gave rise to such violations was malicious, fraudulent, or oppressive. Defendants would also be
14 liable for injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would further be liable
15 for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

16 48. Plaintiff, in Plaintiff's representative capacity, seeks civil penalties under Labor
17 Code sections 210, 226.3, 226.8, 558, 1174.5, 1197.1, and 2699 for the herein-described acts, which
18 violate the California Labor Code as described above, including on behalf of Plaintiff and other
19 Aggrieved Employees pursuant to PAGA.

20 **PARTIES**

21 **A. Plaintiff**

22 49. Plaintiff is a resident of the State of California. At all relevant times herein, Plaintiff
23 is informed and believes, and based thereon alleges, that Defendants employed Plaintiff as a non-
24 exempt employee, although Plaintiff was misclassified as an exempt employee. Plaintiff is informed
25 and believes that Plaintiff worked for Defendants from approximately October of 2021 through at
26 least December 31, 2023.

27 **B. Defendants**

28 50. Plaintiff is informed and believes and based thereon alleges that defendant

1 DOTERRA is, and at all times relevant hereto was, a domestic limited liability company organized
2 and existing under and by virtue of the laws of the State of Utah and doing business in the County
3 of Ventura, State of California.

4 51. The true names and capacities, whether individual, corporate, associate, or otherwise,
5 of defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to Plaintiff,
6 who therefore sues defendants by such fictitious names under Code of Civil Procedure section 474.
7 Plaintiff is informed and believes and based thereon alleges that each of the defendants designated
8 herein as DOE is legally responsible in some manner for the unlawful acts referred to herein.
9 Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of
10 the defendants designated hereinafter as DOES when such identities become known. Plaintiff is
11 informed and believes, and based thereon alleges, that each defendant acted in all respects pertinent
12 to this action, as the agent of the other defendant(s), carried out a joint scheme, business plan or
13 policy in all respects pertinent hereto, and the acts of each defendant are legally attributable to the
14 other defendants. Whenever, heretofore or hereinafter, reference is made to "Defendants," it shall
15 include DOTERRA, and any of their parent, subsidiary, or affiliated companies within the State of
16 California, as well as DOES 1 through 100 identified herein.

17 **JOINT LIABILITY ALLEGATIONS**

18 52. Plaintiff is informed and believes, and based thereon alleges, that at all times
19 mentioned herein, each of the defendants was the agent, principal, employee, employer,
20 representative, joint venture or co-conspirator of each of the other defendants, either actually or
21 ostensibly, and in doing the things alleged herein acted within the course and scope of such agency,
22 employment, joint venture, and conspiracy.

23 53. All of the acts and conduct described herein of each and every corporate defendant
24 was duly authorized, ordered, and directed by the respective and collective defendant corporate
25 employers, and the officers and management-level employees of said corporate employers. In
26 addition thereto, said corporate employers participated in the aforementioned acts and conduct of
27 their said employees, agents, and representatives, and each of them; and upon completion of the
28 aforesaid acts and conduct of said corporate employees, agents, and representatives, the defendant

1 corporation respectively and collectively ratified, accepted the benefits of, condoned, lauded,
2 acquiesced, authorized, and otherwise approved of each and all of the said acts and conduct of the
3 aforementioned corporate employees, agents and representatives.

4 54. Plaintiff is informed and believes, and based thereon alleges, that despite the
5 formation of the purported corporate existence of DOTERRA, and DOES 1 through 50, inclusive
6 (the "Alter Ego Defendants"), they, and each of them, are one and the same with DOES 51 through
7 100 ("Individual Defendants"), and each of them, due to, but not limited to, the following reasons:

8 a. The Alter Ego Defendants are completely dominated and controlled by the
9 Individual Defendants who personally committed the wrongful and illegal acts and violated the laws
10 as set forth in this Complaint, and who have hidden and currently hide behind the Alter Ego
11 Defendants to perpetrate frauds, circumvent statutes, or accomplish some other wrongful or
12 inequitable purpose;

13 b. The Individual Defendants derive actual and significant monetary benefits by
14 and through the Alter Ego Defendants' unlawful conduct, and by using the Alter Ego Defendants as
15 the funding source for the Individual Defendants' own personal expenditures;

16 c. Plaintiff is informed and believes, and thereon alleges, that the Individual
17 Defendants and the Alter Ego Defendants, while really one and the same, were segregated to appear
18 as though separate and distinct for purposes of perpetrating a fraud, circumventing a statute, or
19 accomplishing some other wrongful or inequitable purpose;

20 d. Plaintiff is informed and believes, and thereon alleges, that the business affairs
21 of the Individual Defendants and the Alter Ego Defendants are, and at all relevant times mentioned
22 herein were, so mixed and intermingled that the same cannot reasonably be segregated, and the same
23 are inextricable confusion. The Alter Ego Defendants are, and at all relevant times mentioned herein
24 were, used by the Individual Defendants as mere shells and conduits for the conduct of certain of
25 their, and each of their affairs. The Alter Ego Defendants are, and at all relevant times mentioned
26 herein were, the alter egos of the Individual Defendants;

27 e. The recognition of the separate existence of the Individual Defendants from
28

1 the Alter Ego Defendants would promote injustice insofar that it would permit these defendants to
2 insulate themselves from liability to Plaintiff for violations to the Civil Code, Government Code,
3 and other statutory violations. The corporate existence of these defendants should thus be
4 disregarded in equity and for the ends of justice because such disregard is necessary to avoid fraud
5 and injustice to Plaintiff herein;

6 f. Accordingly, the Alter Ego Defendants constitute the alter ego of the
7 Individual Defendants (and vice versa), and the fiction of their separate corporate existence must be
8 disregarded.

9 55. As a result of the aforementioned facts, Plaintiff is informed and believes, and based
10 thereon alleges that Defendants, and each of them, are joint employers.

11 56. Moreover, Plaintiff is informed and believes, and based thereon alleges, that
12 Individual Defendants, and each of them, are liable for the civil penalties, or some of them, described
13 herein because Individual Defendants, and each of them, caused or are otherwise contributed to the
14 violations described herein, or some of them.

15 **FIRST AND ONLY CAUSE OF ACTION**

16 **(Civil Penalties Under the Private Attorneys' General Act (2004) – Against All Defendants)**

17 57. Plaintiff re-alleges and incorporates by reference all of the allegations set forth in the
18 preceding paragraphs as though fully set forth hereat.

19 **Civil Penalties Under Labor Code § 210**

20 58. At all relevant times herein, Labor Code section 204, requires and required that:
21 “[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for
22 between the 16th and 26th day of the month during which the labor was performed, and labor
23 performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for
24 between the 1st and 10th day of the following month.”

25 59. At all relevant times herein, Labor Code section 210, subdivision (a) states and stated
26 that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this
27 article, every person who fails to pay the wages of each employee as provided in Sections 201.3,
28 204, 204b, 204.1, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any

1 initial violation, one hundred dollars (\$100) for each failure to pay each employee” and “(2) For
2 each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for
3 each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

4 60. At all relevant times herein, Defendants have had a consistent policy or practice of
5 failing to pay Plaintiff and/or Aggrieved Employees during their employment on a timely basis as
6 per Labor Code section 204 including, without limitation, for the reasons and in a manner set forth
7 in the preceding paragraphs. Thus, pursuant to Labor Code section 210, Plaintiff and other
8 Aggrieved Employees are entitled to recover as civil penalties injunctive relief and monetary civil
9 penalties in the amount of one hundred dollars (\$100) for each Aggrieved Employee for each initial
10 violation per employee, and two hundred dollars (\$200) for each failure to pay each employee, plus
11 25 percent of the amount unlawfully withheld for each Aggrieved Employee for each subsequent
12 violation in connection with each payment that was made in violation of Labor Code section 204.

13 Civil Penalties Under Labor Code § 226.3

14 61. Defendants had and have a policy or practice of failing to comply with Labor Code
15 section 226, subdivision (a) by intentionally failing to furnish Plaintiff and Aggrieved Employees
16 with itemized wage statements that accurately reflect gross wages earned; total hours worked; net
17 wages earned; the name and address of each employer with whom they have been placed to work;
18 all applicable hourly rates in effect during the pay period and the corresponding number of hours
19 worked at each hourly rate; the legal name of the employer and/or the name and address of the legal
20 entity securing the employer’s services if the employer is a farm labor contractor; and other such
21 information as required by Labor Code section 226, subdivision (a) and/or Labor Code section 226.2
22 to the extent it does not include for piece-rate work the information required therein including,
23 without limitation, the quantity, rate and units worked per piece, as well as separately itemized non-
24 productive time and rest and recovery periods

25 62. Labor Code section 226.3 states that “[a]ny employer who violates subdivision (a)
26 of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
27 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for
28 each violation in a subsequent citation, for which the employer fails to provide the employee a wage

1 deduction statement or fails to keep the records required in subdivision (a) of Section 226.”

2 63. Labor Code section 226.3 further provides that “[t]he civil penalties provided for in
3 this section are in addition to any other penalty provided by law.”

4 64. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
5 and have a policy or practice of failing to furnish Aggrieved Employees with itemized wage
6 statements as set forth in the preceding paragraphs.

7 65. Pursuant to Labor Code section 226.3, Plaintiff and other Aggrieved Employees are
8 entitled to recover civil penalties for Defendants’ violation of Labor Code section 226, subdivision
9 (a) in the amount of two hundred fifty dollars (\$250) for each Aggrieved Employee per pay period
10 for the initial violation, and one thousand dollars (\$1,000) for each Aggrieved Employee per pay
11 period for each subsequent violation.

12 Violation of Labor Code § 558

13 66. Pursuant to Labor Code section 558, subdivision (a): “Any employer or other person
14 acting on behalf of an employer who violates, or causes to be violated . . . any provision regulating
15 hours and days of work in any of the Industrial Welfare Commission” shall be subject to a civil
16 penalty as follows:

17 (1) For any initial violation, fifty dollars (\$50) for each underpaid employee and for each
18 pay period for which the employee was underpaid in addition to an amount sufficient
19 to recover underpaid wages;

20 (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid
21 employee for each pay period for which the employee was underpaid in addition to
22 an amount sufficient to recover underpaid wages;

23 (3) Wages recovered pursuant to this section shall be paid to the affected employee.”

24 67. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
25 each of them, violated, or caused to be violated, the Labor Code sections described herein, including
26 causing Plaintiff and other Aggrieved Employees not to: be paid with the rates of pay and overtime
27 rates of pay applicable to their employment, allowances claimed as part of the minimum wage, the
28 regular payday designated by employer, the name of the employer, including any “doing business

1 as” names used, the name, address, and telephone number of the workers’ compensation insurance
2 carrier, information regarding paid sick leave, and other pertinent information.

3 68. As a direct and proximate result of the herein-described Labor Code violations,
4 pursuant to Labor Code section 558, Plaintiff and other Aggrieved Employees are entitled to recover
5 civil penalties for Defendants’ herein-described Labor Code violations in the amount fifty dollars
6 (\$50) for each Aggrieved Employee per pay period for the initial violation, and one hundred dollars
7 (\$100) for each Aggrieved Employee per pay period for each subsequent violation.

8 Violation of Labor Code § 1174.5

9 69. At all times mentioned herein, Labor Code section 1174, subdivision (b) has required
10 every person employing labor in California to “[a]llow any member of the commission or the
11 employees of the Division of Labor Standards Enforcement free access to the place of business or
12 employment of the person to secure any information or make any investigation that they are
13 authorized by this chapter to ascertain or make. The commission may inspect or make excerpts,
14 relating to the employment of employees, from the books, reports, contracts, payrolls, documents,
15 or papers of the person.”

16 70. At all times mentioned herein, Labor Code section 1174, subdivision (c) has required
17 every person employing labor in California to “[k]eep a record showing the names and addresses of
18 all employees employed and the ages of all minors.”

19 71. At all times mentioned herein, Labor Code section 1174, subdivision (d) has required
20 every person employing labor in California to “[k]eep, at a central location in the state or at the
21 plants or establishments at which employees are employed, payroll records showing the hours
22 worked daily by and the wages paid to, and the number of piece-rate units earned by and applicable
23 piece rate paid to, employees employed at the respective plants or establishments. These records
24 shall be kept in accordance with rules established for this purpose by the commission, but in any
25 case, shall be kept on file for not less than three years. An employer shall not prohibit an employee
26 from maintaining a personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units
27 earned.”

28 72. Pursuant to Labor Code section 1174.5, “[a]ny person employing labor who willfully

1 fails to maintain the records required by subdivision (c) of [Labor Code] Section 1174 or accurate
2 and complete records required by subdivision (d) of [Labor Code] Section 1174, or to allow any
3 member of the commission or employees of the division to inspect records pursuant to subdivision
4 (b) of [Labor Code] Section 1174, shall be subject to a civil penalty of five hundred dollars (\$500).

5 73. Plaintiff is informed and believes, and based thereon alleges, that Defendants have
6 willfully failed to keep adequate or accurate time records including wage statements and similar
7 payroll documents under Labor Code section 226, documents signed to obtain or hold employment
8 under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records
9 under Labor Code section 1174.

10 74. As a direct and proximate result of the herein-described Labor Code violations,
11 pursuant to Labor Code section 1174.5, Plaintiff and other Aggrieved Employees are entitled to
12 recover civil penalties for Defendants' herein-described Labor Code violations in the amount of five
13 hundred dollars (\$500) per violation per pay period per Aggrieved Employee.

14 Violation of Labor Code § 1197.1

15 75. Pursuant to Labor Code section 1197.1, subdivision (a): "Any employer or other
16 person acting either individually or as an officer, agent, or employee of another person, who pays
17 or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or
18 local law, or by an order of the commission shall be subject to a civil penalty, restitution of wages,
19 liquidated damages payable to the employee, and any applicable penalties imposed pursuant to
20 Section 203 as follows:

21 (1) For any initial violation that is intentionally committed, one hundred dollars
22 (\$100) for each underpaid employee for each pay period for which the
23 employee is underpaid. This amount shall be in addition to an amount
24 sufficient to recover underpaid wages, liquidated damages pursuant to Section
25 1194.2, and any applicable penalties imposed pursuant to Section 203.

26 (2) For each subsequent violation for the same specific offense, two hundred fifty
27 dollars (\$250) for each underpaid employee for each pay period for which the
28 employee is underpaid regardless of whether the initial violation is

1 intentionally committed. This amount shall be in addition to an amount
2 sufficient to recover underpaid wages, liquidated damages pursuant to Section
3 1194.2, and any applicable penalties imposed pursuant to Section 203.

4 (3) Wages, liquidated damages, and any applicable penalties imposed pursuant to
5 Section 203, recovered pursuant to this section shall be paid to the affected
6 employee.”

7 76. Plaintiff is informed and believes, and based thereon alleges, that Defendants caused
8 Plaintiff and Aggrieved Employees not to be paid minimum wages as a result of Defendants, without
9 limitation, routinely failing to pay Plaintiff or other Aggrieved Employees’ minimum wages for all
10 hours worked or otherwise under Defendants’ control due to, without limitation, routinely failing to
11 accurately track and/or pay for all hours actually worked; detrimental rounding or manipulation of
12 time entries; paying straight pay instead of overtime or otherwise failing to pay overtime hours at
13 the proper overtime rate of pay; engaging, suffering, or permitting employees to work off the clock,
14 entitling Plaintiff and other Aggrieved Employees to actual and liquidated damages.

15 77. As a direct and proximate result of the herein-described Labor Code violations,
16 pursuant to Labor Code section 1197.1, Plaintiff and other Aggrieved Employees are entitled to
17 recover civil penalties for Defendants’ herein-described Labor Code violations in the amount of one
18 hundred dollars (\$100) for each Aggrieved Employee per pay period for the initial violation, and
19 two hundred and fifty dollars (\$250) for each Aggrieved Employee per pay period for each
20 subsequent violation.

21 Violation of Labor Code § 226.8

22 78. Pursuant to Labor Code section 226.8, subdivision (a): “It is unlawful for any person
23 or employer to engage in any of the following activities:

- 24 (1) Willful misclassification of an individual as an independent contractor; and
25 (2) Charging an individual who has been willfully misclassified as an independent
26 contractor a fee, or making any deductions from compensation for any
27 purpose, including for goods, materials, space, rental, services, government
28 licenses, repairs, equipment maintenance, or fines arising from the

individual's employment where any of the acts described in this paragraph would have violated the law if the individual had not been misclassified.

79. On April 30, 2018, the California Supreme Court issued its decision in *Dynamex Operations W., Inc. v. Superior Court*, 4 Cal. 5th 903, 416 P.3d 1 (2018), which adopted the "ABC" test for determining whether a worker is an independent contractor or an employee.

80. In September of 2019, the California legislature enacted Assembly Bill 5 ("AB5"), which codified the *Dynamex* decision's use of the ABC test and further expanded the scope of its application.

81. Under the tests adopted in *Dynamex* and AB5, SHIPT's drivers undoubtedly would have been classified as employees in California.

82. On October 29, 2019, Proposition 22 was filed, and on November 3, 2020, was approved by a majority of California voters at California Business and Professions Code section 7448, *et seq.*

83. Plaintiff is informed and believes, and based thereon alleges, that Plaintiff and Aggrieved Employees were misclassified as independent contractors under the ABC Test because, among other things, Plaintiff and Aggrieved Employees are not free from the control and direction of Defendants in connection with the performance of the work; and/or the work they perform is not outside the usual course of Defendants' business; and/or they are not customarily engaged in an independently established trade, occupation or business of the same nature as that involved in the work performed.

84. As a direct and proximate result of the herein-described Labor Code violations, pursuant to Labor Code section 226.8, Plaintiff and other Aggrieved Employees are entitled to recover civil penalties for Defendants' herein-described Labor Code violations in the amount of five thousand dollars (\$5,000) to fifteen thousand dollars (\$15,000) for each violation, in addition to any other penalties or fines permitted by law pursuant to Labor Code section 226.8, subsection (b). Moreover, because there was a pattern and/or practice of these violations, Plaintiff and Aggrieved Employees shall be entitled to no less than ten thousand dollars (\$10,000) and up to twenty-five thousand dollars (\$25,000) for each violation, in addition to any other penalties or fines permitted

1 by law, under Labor Code section 226.8(c).

2 85. DOTERR advertises both directly and through distributors to a national audience.
3 DOTERRA uses workers in California for its “direct selling model.” DOTERRA advertises: “You
4 also enjoy the opportunity to earn extra income to help achieve your financial goals when you build
5 your own DOTERRA business.” Their income disclosure indicates earnings of \$31,392 for 61.3%
6 of its workers. There is no disclosure that workers are required to buy about \$200 in products from
7 DOTERRA for personal use each month before they can qualify for “commission”, otherwise that
8 commission is lost. This pre-condition is also mandatory to maintain status as a “Wellness
9 Advocate.” Additional costs for administrative and ordering access were not disclosed.

10 86. Promotional, marketing, advertising and publicity costs were also not disclosed.
11 Despite doing all the tasks DOTERRA required, recommended promoted and urged, Plaintiff did
12 not earn income at the level of income disclosure; nor were the promises met of achieving “financial
13 goals when you build your own DOTERRA business.” The income representations are misleading.

14 Civil Penalties Under Labor Code § 2699

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

21 88. Plaintiff is informed and believes, and based thereon alleges that Defendants, and each of
22 them, violated the Labor Code sections described in the preceding paragraphs, including, without
23 limitation, the following additional provisions of the Labor Code:

- 24 a. Plaintiff is further informed and believes, and based thereon alleges, that
25 Defendants have or had a policy or practice of failing to provide Employee
26 and other Aggrieved Employees with all rights afforded to them under the
27 Healthy Workplace Healthy Families Act of 2014, codified at Labor Code
28 section 245, *et seq.*, including, without limitation, the amount of paid sick

1 leave required to be provided pursuant to California and local laws. Plaintiff
2 is further informed and believes that the sick pay was not provided at the
3 proper regular of pay as required under California law due to failure to
4 properly calculate the regular rate. Plaintiff is additionally informed and
5 believes that the notice requirement of Labor Code section 221, 223, 233, 234,
6 245 and 246 involves a mandatory payroll or workplace injury reporting.
7 Plaintiff is thus informed and believes that Defendants violated these Labor
8 Code sections, as well as Labor Code section 1198. As such, Plaintiff and
9 other Aggrieved Employees have personally suffered violations under these
10 sections and Defendants would be liable for civil penalties for violation of the
11 paid sick leave regulations under Labor Code sections 1198 and 2699, as well
12 as equitable, injunctive, or restitutionary relief, and reasonable attorneys' fees
13 and costs. Employee further informed and believes, and based thereon alleges,
14 that Defendants' conduct above gave rise to such violations was malicious,
15 fraudulent, or oppressive. Defendants would further be liable for civil
16 penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

- 17 b. In addition to the above, Plaintiff is informed and believes, and based thereon
18 alleges that Defendants failed and continue to fail to keep adequate or accurate
19 time records including wage statements and similar payroll documents under
20 Labor Code section 226, documents signed to obtain or hold employment
21 under Labor Code section 432, personnel records under Labor Code section
22 1198.5, time records under Labor Code section 1174, making it difficult for
23 Employee and other aggrieved employees to calculate their unpaid wages
24 and/or premium payments. Plaintiff and the Aggrieved Employees personally
25 suffered these violations, which in turn would entitle Plaintiff and other
26 Aggrieved Employees to penalties prescribed by Labor Code sections 226 and
27 1198.5. Defendants would also be liable for civil penalties pursuant to Labor
28 Code sections 558, 1174.5, and 2699. Plaintiff further informed and believes,

1 and based thereon alleges, that Defendants' conduct above gave rise to such
2 violations was malicious, fraudulent, or oppressive. Defendants would further
3 be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

4 89. As such, Plaintiff and aggrieved employees are entitled to injunctive relief, one hundred
5 dollars (\$100) for each Aggrieved Employee for each pay period in the PAGA Period, and two
6 hundred dollars (\$200) for each Aggrieved Employee for each pay period in the PAGA Period to
7 the extent Defendants' conduct is found to be malicious, fraudulent and/or oppressive

8 90. Moreover, Plaintiff and other Aggrieved Employees within the State of California whom
9 he seeks to represent are entitled to an award of reasonable attorneys' fees and costs in connection
10 with their herein-described claims for civil penalties.

11 91. Pursuant to Labor Code section 976 "[n]o person shall publish or cause to be published
12 any advertisement, solicitation or communication in any newspaper, poster or letter, offering
13 employment as a salesman, broker or agent, whether as an employee or independent contractor,
14 which advertisement, solicitation or communication (a) is willfully designed to mislead any person
15 as to compensation or commissions which may be earned; or (b) falsely represents the compensation
16 or commissions which may be earned.

17 92. DOTERRA advertises both directly and through distributors to a national audience.
18 DOTERRA uses workers in California for its "direct selling model." DOTERRA advertises: "You
19 also enjoy the opportunity to earn extra income to help achieve your financial goals when you build
20 your own DOTERRA business." Their income disclosure indicates earnings of \$31,392 for 61.3%
21 of its workers. There is no disclosure that workers are required to buy about \$200 in products from
22 DOTERRA for personal use each month before they can qualify for "commission", otherwise that
23 commission is lost. This pre-condition is also mandatory to maintain status as a "Wellness
24 Advocate." Additional costs for administrative and ordering access were not disclosed.

25 93. Promotional, marketing, advertising and publicity costs were also not disclosed. Despite
26 doing all the tasks DOTERRA required, recommended promoted and urged, Plaintiff did not earn
27 income at the level of income disclosure; nor were the promises met of achieving "financial goals
28 when you build your own DOTERRA business." The income representations are misleading.

1 **PRAYER**

2 **WHEREFORE**, on behalf of Plaintiff and Aggrieved Employees, Plaintiff prays for
3 judgment against Defendants as follows:

- 4 A. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 226.8, 558,
5 1174.5, 1197.1, and 2699;
- 6 B. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections
7 210, 226.3, 226.8, 558, 1174.5, 1197.1, and 2699;
- 8 C. For equitable, including, without limitation, injunctive relief;
- 9 C. Pre-judgment and post-judgment interest;
- 10 D. For costs of suit incurred herein; and
- 11 E. Such other and further relief as the Court deems just and proper.

12
13 Dated: November 11, 2025

BIBIYAN LAW GROUP, P.C.

14
15 BY: /s/ David D. Bibiyan

16 DAVID D. BIBIYAN

17 MOLLY DESARIO

BRYCE BOMMER

18 Attorneys for Plaintiff JESSICA FISHER, as
19 an aggrieved employee, and on behalf of all
20 other aggrieved employees under the Labor
21 Code Private Attorneys' General Act of 2004
22
23
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27
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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen years and not a party to the within action; my mailing address is 1460 Westwood Boulevard Los Angeles, California 90024

On November 11, 2025, I caused a true and correct copy of the foregoing document(s) described as **FIRST AMENDED COMPLAINT**, to be served on the following person(s) at the addresses listed:

Steven C. Smith
Kipp S. Muir
Kaylene Garrett
Connie Morales
SMITH LC
4 Park Plaza, Suite 1050
Irvine, California 92614
ssmith@smith-lc.com
kmuir@smith-lc.com
KGarrett@Smith-LC.com
CMorales@Smith-LC.com

☒ **BY E-MAIL OR ELECTRONIC TRANSMISSION:**

Based on a Court order or on an agreement by the parties to accept service by e-mail or electronic transmission, I caused the document(s) described above to be electronically served to the persons at the e-mail address listed below. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on November 11, 2025, at Los Angeles, California.

/s/ Bryant Gamez
Bryant Gamez