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15 **Superior Court of the State of California**

16 **For the County of Los Angeles**

17 ELIZABETH MACHABELI, JANE DOE

Case No.: 21STCV41395

18 Plaintiffs,

19 vs.

20 UNRULY AGENCY LIMITED
21 LIABILITY COMPANY, a limited liability
22 company; TARA NIKNEJAD, an
23 individual; NICKY GATHRITE, and
24 individual; and DOES 1 - 50, inclusive

25 Defendants

Complaint for Damages:

1. Wage Theft -Failure to Pay Minimum wage
2. Wage Theft - Failure to Pay Overtime Compensation
3. Unlawful Failure to Reimburse for necessary expenditures in Violation of California Labor Code § 2802
4. Violation of Labor Code § 226 - Failure to Provide Accurate, Itemized and lawful Wage Statements
5. Waiting Time Penalties (California Labor Code § 203)
6. Unfair Competition in Violation of California Business and Professions Code § 17200 *et seq.*

7. **Violation of California Labor Code § 1102.5**
8. **Violation of California Labor Code § 98.6**
9. **Discrimination Based on Medical Condition in Violation of the Fair Employment and Housing Act (California Government Code § 12940(a))**
10. **Wrongful Termination in Violation of Public Policy**
11. **Intentional Infliction of Emotional Distress**
12. **Negligent Infliction of Emotional Distress**

Demand for a Jury Trial

Plaintiffs ELIZABETH MACHABELI and JANE DOE complain and allege as follows:

INTRODUCTION

1. Dubbed the “Paywall of Porn” by the New York Times,¹ Fenix International Ltd. (hereinafter referred to as “ONLYFANS.COM”) owns and operates a subscriber-based website called and located at www.OnlyFans.com.

2. Owned by Timothy Stokely — known as the “*King of Homemade Porn*”² — ONLYFANS.COM is a pay-to-view website where “creators” — including “Models” represented by Defendants UNRULY AGENCY LIMITED LIABILITY COMPANY, TARA NIKNEJAD and NICKY GATHRITE — post sexually-explicit photos, videos and messages for paying followers, or “Fans.” Fans, who number upwards of 50 million, can also direct message and “tip” to get pictures or videos created on demand, according to their sexual tastes.

3. ONLYFANS.COM “is widely used by sex workers”³ and lets creators upload any kind of content, including porn, to the website and lock it behind a paywall. ONLYFANS.COM profits by taking an approximately 20% commission on all of the money made through the website. Between 2019 and 2020, ONLYFANS.COM made \$390 million in revenue and nearly \$74 million in pre-tax profits.⁴

4. To generate content, ONLYFANS.COM is heavily reliant on Defendant UNRULY AGENCY LIMITED LIABILITY COMPANY (hereinafter “UNRULY AGENCY”), which represents scores of the “Models” who sell content on www.OnlyFans.com, including, among many others: Lil Pump (with 16.2 million Instagram followers), Ana Cheri (with 12.5 million

¹ Jacob Bernstein, *How OnlyFans Changed Sex Work Forever: OnlyFans has put X-rated entertainment in the hands of its entertainers. Call it the paywall of porn.*, N.Y. Times (Feb. 9, 2019), <https://www.nytimes.com/2019/02/09/style/onlyfans-porn-stars.html>

² Shanti Das, *Meet the king of homemade porn — a banker’s son making millions*, The Sunday Times (July 26, 2020) (“Lockdown has been profitable for a secretive website entrepreneur [named Timothy Stokley] accused of being a ‘virtual pimp.’”), <https://www.thetimes.co.uk/article/meet-the-king-of-homemade-porn-a-bankers-son-making-millions-z9vhq9c9s>.

³ Maggie Tillman, *What is OnlyFans, who uses it, and how does it work?*, Pocket-lint (February 3, 2021), <https://www.pocket-lint.com/apps/news/153545-what-is-onlyfans-who-uses-it-and-how-does-it-work>

⁴ Scott Nover, *OnlyFans Reports \$390 Million in Yearly Revenue*, ADWEEK (April 26, 2021), <https://www.adweek.com/media/onlyfans-reports-390-million-in-yearly-revenue/#:~:text=The%20creator%20platform%20OnlyFans%2C%20the,report%20by%20the%20Financial%20Times>.

Instagram followers), Tana Mongeau (with 5.7 million Instagram followers), Daisy Keech (with 5.7 million Instagram followers), Kristen Hancher (with 5.3 million Instagram followers), Charly Jordan (with 4.5 million Instagram followers), Sierra Skye (with 4 million Instagram followers), Kinsey Wolanski (with 3.7 million Instagram followers), Harry Jowsey (with 3.7 million Instagram followers), Erika Costell (with 3.5 million Instagram followers), Tina Louise (with 2.6 million Instagram followers), Abby Rao (with 2.3 million Instagram followers), Kylie Rae Hall (with 2.2 million Instagram followers), and many more. *See* <https://www.unrulyagency.com/models>.

5. While Defendant UNRULY AGENCY – which is owned by Defendant NIKNEJAD and Defendant GATHRITE – claims to be a “full scale agency that specializes in social media management, influencer marketing, content creation, and much more,” and boasts that they are “shaking up the industry,” and “employ[] over 400 people,” Defendants have been described in a recently filed lawsuit as “modern day pimps.” *See* <https://www.linkedin.com/company/unruly-agency>; <https://www.instagram.com/p/CJ61Z4hB7Lo/>; *Jane Doe v. Unruly Agency LLC, Behave Agency LLC* (Los Angeles Superior Court Case No. 21STCV26060).

6. Indeed, despite their self-congratulatory claims, Defendants UNRULY AGENCY, NIKNEJAD and GATHRITE earn their revenue by preying upon and defrauding the Fans of their “Models” into paying for a subscription on ONLYFANS.COM so the Fans can access content from and communicate with UNRULY AGENCY’s “Models,” who, in turn, Defendant UNRULY AGENCY is said to threaten “with humiliation and financial ruin if [the Models] ever choose to leave Defendants’ complete control.” *See Jane Doe v. Unruly Agency LLC, Behave Agency LLC* (Los Angeles Superior Court Case No. 21STCV26060).

7. This fraudulent scheme is perpetrated by Defendants UNRULY AGENCY, NIKNEJAD and GATHRITE in two ways:

- a. **First**, Defendants UNRULY AGENCY, NIKNEJAD and GATHRITE falsely represent to the Fans that they are communicating directly and personally with the “Models” when, in fact, the Fans are not actually

1 communicating with the Models at all; instead, the Fans are merely
2 communicating with “Account Managers” and “Senior Account
3 Managers” (employed by Defendants UNRULY AGENCY, NIKNEJAD
4 and GATHRITE) who pretend to be the Models. Indeed, as part of their
5 job duties, Defendants UNRULY AGENCY, NIKNEJAD and GATHRITE
6 specifically require their Account Managers and Senior Account Managers
7 like Ms. MACHABELI, Ms. DOE and other similarly situated employees
8 to *intentionally lie to, dupe, and mislead Fans* into misbelieving that the
9 Fans are paying to have:

10 (1) Direct, personal communications and interactions with Defendants’
11 Models. In actuality, the Fans are not communicating or interacting
12 with the Model at all. Rather, the Fans are merely communicating
13 and interacting with “Account Managers” and “Senior Account
14 Managers” (employed by Defendants UNRULY AGENCY,
15 NIKNEJAD and GATHRITE) who are directed by Defendants to
16 pretend to be the Models and to provide the “*full fantasy girlfriend*
17 *experience*” to paying Fans; and

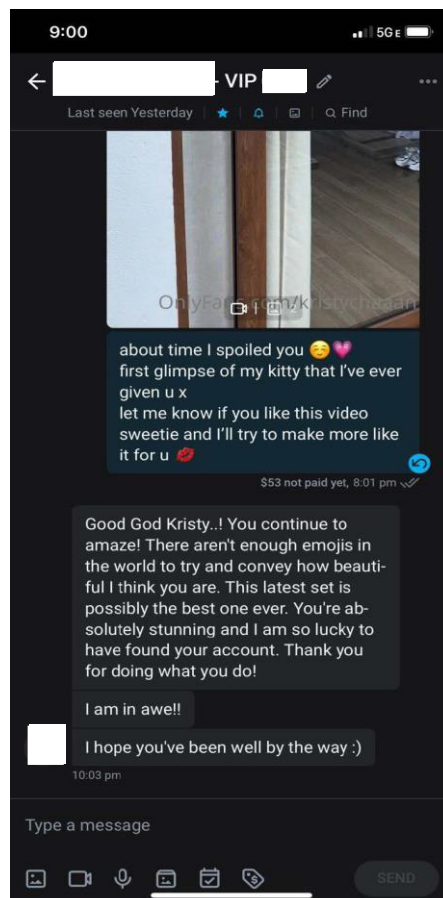
18 (2) Models personally create and provide the Fans with content
19 exclusively designed for the Fan. In actuality, the “Account
20 Managers” and “Senior Account Managers” (employed by
21 Defendants UNRULY AGENCY, NIKNEJAD and GATHRITE)
22 who pretend to be the Models are *re-purposing generic content*
23 previously created by the Models.

24 b. ***Second***, once the Fans are “hooked” and “duped” into believing that they
25 are communicating with and/or having a “relationship” with the Models
26 who are supposedly sending them exclusive content, the Account Managers
27 and Senior Account Managers employed by Defendants UNRULY
28 AGENCY, NIKNEJAD and GATHRITE – again, who are pretending to be

the Models – are constantly pressured by Defendants to “upsell” the Fans into buying more content from the Models, *specifically target* certain high-paying Fans, and otherwise *deceive* Fans in any way necessary to make a profit. The more that Defendants’ “Account Managers” and “Senior Account Managers” can “upsell” the Fans, the more Defendants UNRULY AGENCY, NIKNEJAD and GATHRITE profit.

8. For instance, if Defendants’ Account Managers and Senior Account Managers are informed by a Fan that the Fan liked a certain part of the Model’s body, Defendants directed Ms. MACHABELI, Ms. DOE and other similarly situated employees to send Fans a photo or a video of that part of the Model’s body as a higher-priced, “locked” message which could only be accessed if the Fan paid a specific fee.

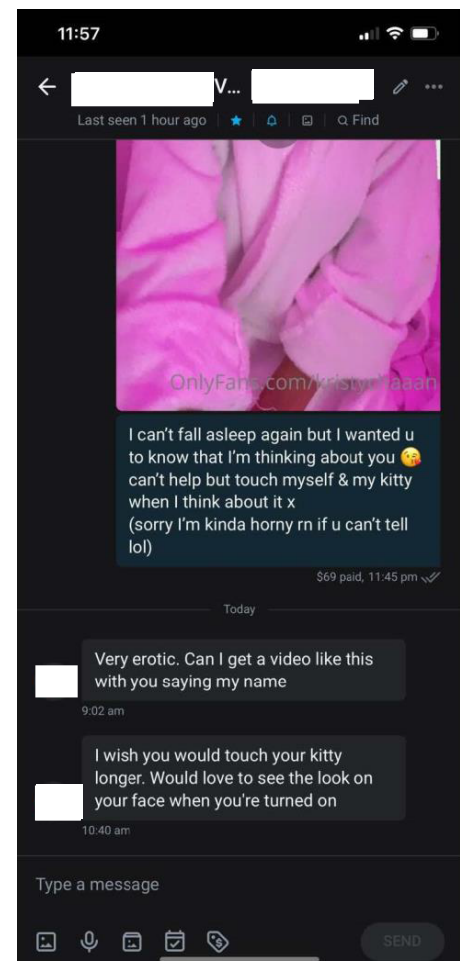
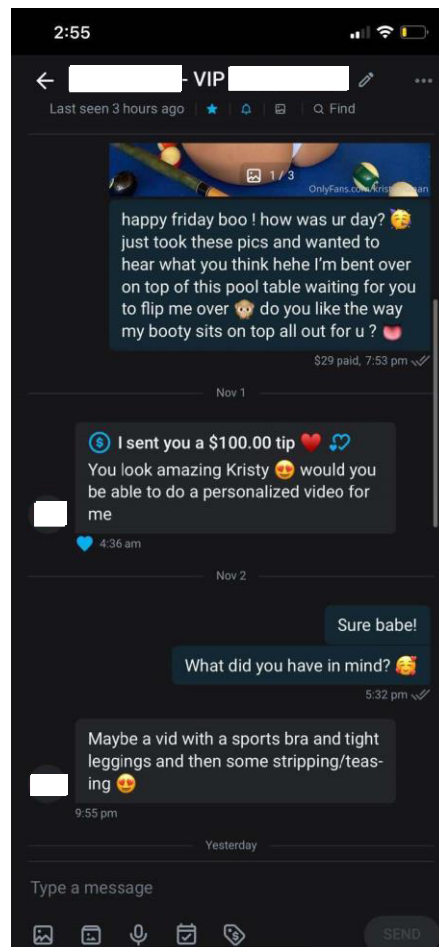
9. These messages served two equally insidious purposes: (1) To lure the Fans into paying for the locked photo and/or video; and (2) To induce and tempt the Fans to “tip” the “Model” (*i.e.*, the Account Manager or Senior Account Manager) to obtain additional content and/or other services:



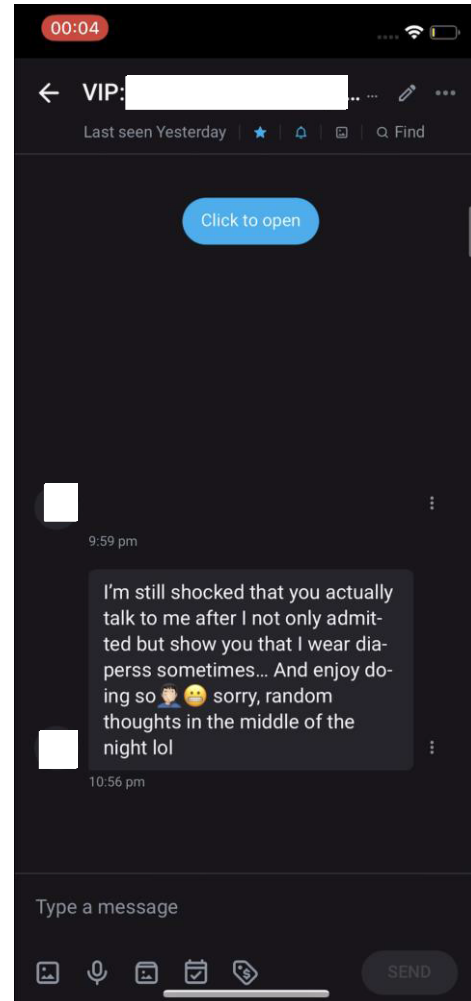
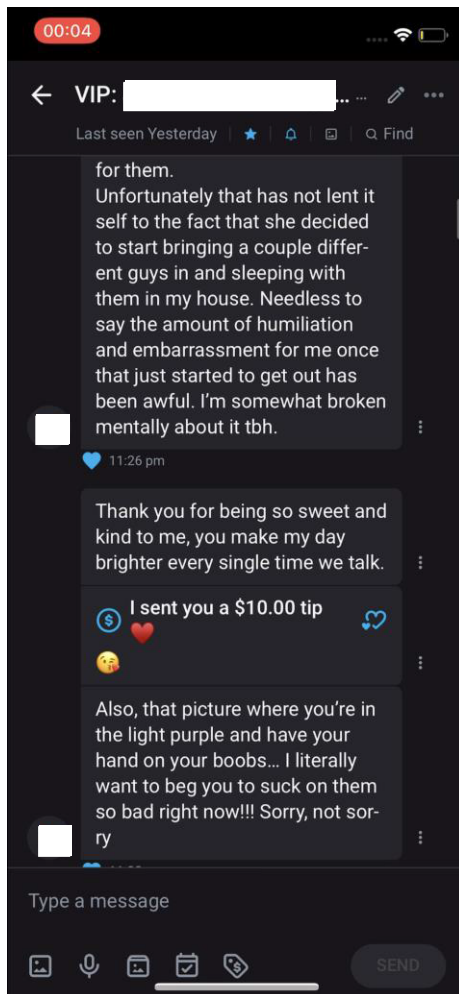
10. Defendants' bait and switch is *so calculated* that Defendants UNRULY AGENCY, NIKNEJAD and GATHRITE provide *word-for-word* directions to their Account and Senior Account Managers for how to mislead Fans including, among other things:

- a. Learn "*how [the models] like to talk;*"
- b. "[M]ake sure to word every post as if it is written to one person. This makes it feel more personal. . . Good examples: Hey Love, Hey You, Babe, Cutie, Hun."
- c. When chatting with Fans, write things like: "*I wanna show you something, I have something for you, are you ready? My booty wanted to say hello.*"

11. Accordingly, at Defendants' direction, Ms. MACHABELI and Ms. DOE and other similarly situated employees of Defendants would often send identical locked videos or photos to thousands and thousands of Fans but word their message specifically so as to deceive the Fan into believing it was *made only for them* (and, on this basis, induce the Fan to pay for the locked content):



12. Relying on Defendants' misrepresentations and believing that they are communicating directly with the Models, Fans divulge their deepest and innermost personal secrets including sexual fantasies and fetishes, marital troubles, suicidal ideations, and other private desires to Account Managers and Senior Account Managers. For instance, one Fan lamented the demise of his marriage (and provided intimate details regarding the same) and details about his sexual fantasies to Ms. MACHABELI believing that she was the Model Abby Rao, and he continued to send in money on the basis of this deception:



13. The Fans would never have disclosed these embarrassing details of their lives had they known that they were communicating not with the Models but, instead, with Defendant UNRULY AGENCY's Account and Senior Account Managers.

14. Defendants UNRULY AGENCY, NIKNEJAD and GATHRITE do not just lie to Fans, however.

1 15. Indeed, in order to perpetuate this utter deception of Fans who visit
2 www.OnlyFans.com, Defendants UNRULY AGENCY, NIKNEJAD and GATHRITE force their
3 Account Managers and Senior Account Managers to work around the clock, reminding them
4 that they must be “*consistently checking everyone’s account*,” that this is their “*full-time job*,”
5 and binding them to an onerous (and illegal) “Non-Competition Agreement” that forbids them
6 from working for anybody else. As one of Defendants’ supervisors wrote in a text message:

7 “*Everyone under us feels slaved away . . . we can’t have a corp*
8 *without account managers . . . I’ve never seen anyone work 14/16*
9 *hour days [like this before] . . .*”

10 16. Shockingly, although Defendants UNRULY AGENCY, NIKNEJAD and
11 GATHRITE exercise complete and utter control over their Account Managers and Senior
12 Account Managers, and despite Defendant NIKNEJAD’s hypocritical public statements about
13 her purported disdain for business owners “*just [trying] to save a buck on not paying another*,”
14 and her belief that “[*e]verything I’ve done with my company has taken a team. I can’t do this*
15 *alone, I need my team who is here*,” Defendants intentionally misclassify their Account
16 Managers and Senior Account Managers as “Independent Contractors,” and, in doing so, steal
17 millions of dollars in unpaid wages from them.

18 17. Defendants’ exploitation is eerily familiar and echoed by the recent lawsuit which
19 alleges that Defendants UNRULY AGENCY “**operate[s] . . . to facilitate their scheme to**
20 **manipulate young women for their own pecuniary gain.**” *See Jane Doe v. Unruly Agency*
21 *LLC, Behave Agency LLC* (Los Angeles Superior Court Case No. 21STCV26060) (Emphasis
22 added).

23 18. Defendants’ unlawful conduct did not end there.

24 19. When Ms. MACHABELI dared to complain to Defendants not about the
25 fraudulent manner in which Defendants deceived the Fans but also about Defendants’ unlawful
26 employment practices, and Ms. MACHABELI and Ms. DOE retained counsel to represent
27 them in their negotiations regarding Defendants’ illegal employment practices, Defendants
28 swiftly fired them. In a stunning, written smoking-gun admission of retaliation, Defendants

1 informed them that their legally protected actions constituted a “*conflict of interest*” warranting
2 their immediate firing.

4 JURISDICTION AND VENUE

5 20. The Court has personal jurisdiction over the defendants because they are residents
6 of and/or doing business in the State of California.

7 21. Venue is proper in this County in accordance with Section 395(a) of the California
8 Code of Civil Procedure because the defendants, or some of them, reside in this County, and the
9 injuries alleged herein occurred in this County. Venue is also proper in this County in
10 accordance with Section 12965(b) of the California Government Code because the unlawful
11 practices alleged by MS. MACHABELI and MS. DOE in violation of the California Fair
12 Employment and Housing Act [Cal. Gov’t Code §§ 12940, *et seq.*] were committed in this
13 County. In the alternative, venue is appropriate in this County in accordance with Section
14 395(a) and Section 395.5 of the California Code of Civil Procedure because Defendants and MS.
15 MACHABELI and/or MS. DOE contracted to perform their obligations in this County, the
16 contract was entered into in this County, and because the liability, obligation and breach
17 occurred within this County.

19 PARTIES

20 1. Plaintiff Elizabeth Machabeli (hereinafter “MS. MACHABELI” or “Plaintiff
21 MACHABELI”) is an individual who, at all relevant times during the events alleged herein,
22 resided in Los Angeles County, State of California. MS. MACHABELI is a former employee of
23 Defendants with a current employment dispute against them. MS. MACHABELI was
24 employed by Defendants as an Account Manager from in or about May 2020 to May 2021 when
25 she was fired.

26 22. Plaintiff Jane Doe (hereinafter “MS. DOE” or “Plaintiff DOE”) is an individual
27 who, at all relevant times during the events alleged herein, resided in Los Angeles County, State
28 of California. MS. DOE is a former employee of Defendants with a current employment dispute

1 against them. Ms. DOE was employed by Defendants as an Account Manager and then a
2 Senior Account Manager from in or about April 2020 to May 2021 when she was fired.

3 23. Defendant UNRULY AGENCY LIMITED LIABILITY COMPANY (hereinafter
4 “UNRULY AGENCY”) is headquartered in Los Angeles, California.

5 24. Defendant TARA NIKNEJAD (also known as “Tara Electra” and hereinafter
6 referred to as “NIKNEJAD”) is, and was, at all times relevant herein, an owner and co-Chief
7 Executive Officer of Defendant UNRULY AGENCY. Defendant NIKNEJAD is therefore liable
8 as an employer under California Labor Code Section 558.1 for violations of California Labor
9 Code Sections 203, 226, 226.7, 1193.6, 1194, or 2802, alleged hereinbelow.

10 25. Defendant NICKY GATHRITE (hereinafter referred to as “GATHRITE”) is, and
11 was, at all times relevant herein, an owner and co-Chief Executive Officer of Defendant
12 UNRULY AGENCY. Defendant GATHRITE is therefore liable as an employer under California
13 Labor Code Section 558.1 for violations of California Labor Code Sections 203, 226, 226.7,
14 1193.6, 1194, or 2802, alleged hereinbelow.

15 26. Ms. MACHABELI and Ms. DOE are informed and believe, and thereon allege,
16 that UNRULY AGENCY, and DOES 1-25 and each of them, are, and at all times herein
17 mentioned were, California corporations or other business entities qualified to and doing
18 business in the County of Los Angeles, State of California.

19 27. Ms. MACHABELI and Ms. DOE are informed and believe, and thereon allege,
20 that Defendants UNRULY AGENCY, NIKNEJAD, GATHRITE, and DOES 1-25 (collectively
21 “Defendants”) and each of them, are, and were, at all relevant times mentioned herein,
22 “employer[s]” within the meaning of Sections 12926(d) and 12940(j)(4)(A) of the California
23 Government Code.

24 28. Ms. MACHABELI and Ms. DOE are informed and believe, and thereon allege,
25 that all relevant times herein mentioned, Defendant NIKNEJAD, Defendant GATHRITE, and
26 Darlene Jones (Defendants’ Director of Human Resources) held supervisory authority over Ms.
27 MACHABELI and Ms. DOE.

28 29. The true names and capacities, whether corporate, associate, individual or

1 otherwise of Defendants DOES 1 through 50, inclusive, are unknown to Ms. MACHABELI and
2 Ms. DOE, who therefore sue said Defendants by such fictitious names. Each of the Defendants
3 designated herein as a DOE is negligently or otherwise legally responsible in some manner for
4 the events and happenings herein referred to and caused injuries and damages proximately
5 thereby to Ms. MACHABELI, Ms. DOE and other similarly situated employees as herein
6 alleged. Ms. MACHABELI and Ms. DOE will seek leave of Court to amend this Complaint to
7 show their names and capacities when the same have been ascertained.

8 30. At all times herein mentioned, Defendants, and each of them, were the agents,
9 representatives, employees, successors and/or assigns, each of the other, and at all times
10 pertinent hereto were acting within the course and scope of their authority as such agents,
11 representatives, employees, successors and/or assigns and acting on behalf of, under the
12 authority of, and subject to the control of each other.

13 31. MS. MACHABELI and MS. DOE are informed and believe, and thereon allege,
14 that each defendant named in this Complaint, including DOES 1 through 50, inclusive,
15 knowingly and willfully acted in concert, conspired and agreed together among themselves and
16 entered into a combination and systemized campaign of activity to, *inter alia*, damage Ms.
17 MACHABELI, Ms. DOE and other similarly situated employees and to otherwise consciously
18 and/or recklessly act in derogation of the rights of Ms. MACHABELI, Ms. DOE and other
19 similarly situated employees, and the trust reposed by Ms. MACHABELI, Ms. DOE and other
20 similarly situated employees, in each of said defendants, said acts being negligently and/or
21 intentionally inflicted.

22 32. Said conspiracy, and defendants' concerted actions, were such that, to the
23 information and belief of Ms. MACHABELI and Ms. DOE, and to all appearances, defendants
24 and each of them, represented a unified body so that the actions of one defendant were
25 accomplished in concert with, and with knowledge, ratification, authorization and approval of
26 each of the other defendants.

27 33. At all times set forth herein, the acts and omissions of each defendant caused, led
28 and/or contributed to the various acts and omissions of each and all of the other defendants,

legally causing the injuries as set forth herein.

FACTS COMMON TO ALL CAUSES OF ACTION

A. Ms. Machabeli and Ms. Doe Commence Employment with Defendants; Defendants Immediately Require Ms. Machabeli and Ms. Doe, as a Condition of Their Job Duties, to Lie to Fans Who Visit www.OnlyFans.Com In Order to Defraud the Fans Out of Millions of Dollars.

34. In or about April 2020, Ms. DOE commenced full-time employment with Defendants UNRULY AGENCY, NIKNEJAD and GATHRITE as an “Account Manager.” In or about September 2020, Defendants promoted Ms. DOE to a “Senior Account Manager.”

35. Upon commencement of her employment, Ms. DOE was required to complete a 9-day training course taught by Defendant UNRULY AGENCY, working over twelve (12) hours per day. For this mandatory “training period,” Ms. DOE was paid \$315.00 – or **two dollars and 91 cents (\$2.91) per hour** – *i.e.*, well less than California’s minimum wage.

36. In or about May 2020, Ms. MACHABELI commenced full-time employment with Defendants UNRULY AGENCY, NIKNEJAD and GATHRITE as an “Account Manager.”

37. Upon commencement of her employment, Ms. MACHABELI was required to complete a 21-day training course taught by Defendant UNRULY AGENCY, working fifteen (15) hours per day. For this mandatory “training period,” Ms. MACHABELI was paid \$250.00 – or **71-cents per hour** – *i.e.*, well less than California’s minimum wage.

38. Ms. Machabeli and Ms. Doe are informed and believe and thereon allege that Defendants UNRULY AGENCY, NIKNEJAD and GATHRITE likewise forced all of their other employees to complete a 21-day training course taught by Defendant UNRULY AGENCY where they were also paid well less than California’s minimum wage.

39. However, despite this immediate wage theft, Defendants UNRULY AGENCY, NIKNEJAD and GATHRITE – who have been described by a recent lawsuit as “*modern day pimps*” – created a mirage in which they falsely promised Ms. MACHABELI, Ms. DOE and

1 other similarly situated employees \$10,000 checks, lavish trips, and huge accounts if only Ms.
2 MACHABELI, Ms. DOE and employees worked long enough hours. *See Jane Doe v. Unruly*
3 *Agency LLC, Behave Agency LLC* (Los Angeles Superior Court Case No. 21STCV26060).

4 40. As Account Managers and Senior Account Managers, Defendants UNRULY
5 AGENCY, NIKNEJAD and GATHRITE further informed Ms. MACHABELI, Ms. DOE and
6 other similarly situated employees that, as their primary job duties, they were required to create,
7 post and chat on behalf of – *i.e.*, surreptitiously pretend to be – Defendants’ models to provide
8 the “*full fantasy girlfriend experience*” to paying visitors (or “Fans”) to www.OnlyFans.com.

9 41. Defendants UNRULY AGENCY, NIKNEJAD and GATHRITE specifically
10 informed Ms. MACHABELI, Ms. DOE and other similarly situated employees that, to provide
11 this “*full fantasy girlfriend experience*,” Ms. MACHABELI, Ms. DOE and other Account
12 Managers and Senior Account Managers were required to intentionally mislead Fans who visited
13 www.OnlyFans.com so that the Fans would falsely believe that they were paying for direct
14 interactions with Defendants’ models, when in fact, the Fans were actually merely
15 communicating with an Account Manager or Senior Account Manager like Ms. MACHABELI
16 and/or Ms. DOE and/or another similarly situated employee of Defendants.

17 42. According to Defendants, this deception included, among other things, learning
18 “how [the models] like to talk,” and, according to Defendant NIKENJAD: to “*make sure to*
19 *word every post as if it is written to one person. This makes it feel more personal. . . Good*
20 *examples: Hey Love, Hey You, Babe, Cutie, Hun.*” Other times, they were instructed to
21 pretend to be Defendants’ models and directed by Defendants to write: “*I wanna show you*
22 *something, I have something for you, are you ready? My booty wanted to say hello.*”

23 43. Indeed, Defendant NIKNEJAD specifically instructed Ms. MACHABELI, Ms.
24 DOE and similarly situated employees to deceive and manipulate Fans into believing that the
25 Models were personally recording a video to the Fan specifically answering his or her question
26 when, in fact, the video was a generic pre-recorded video sent to many Fans:

27 “We have seen huge significant different in sales and connection for
28 fans with the influencers when they answer questions on a video to

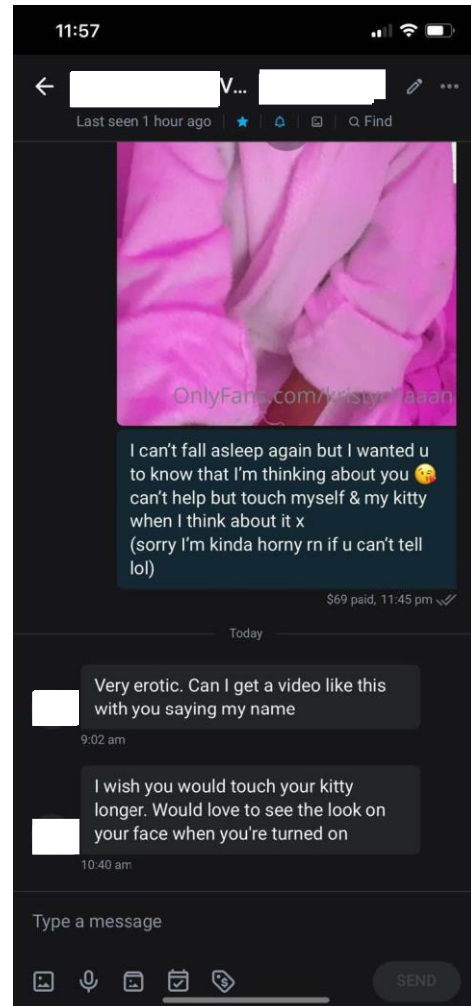
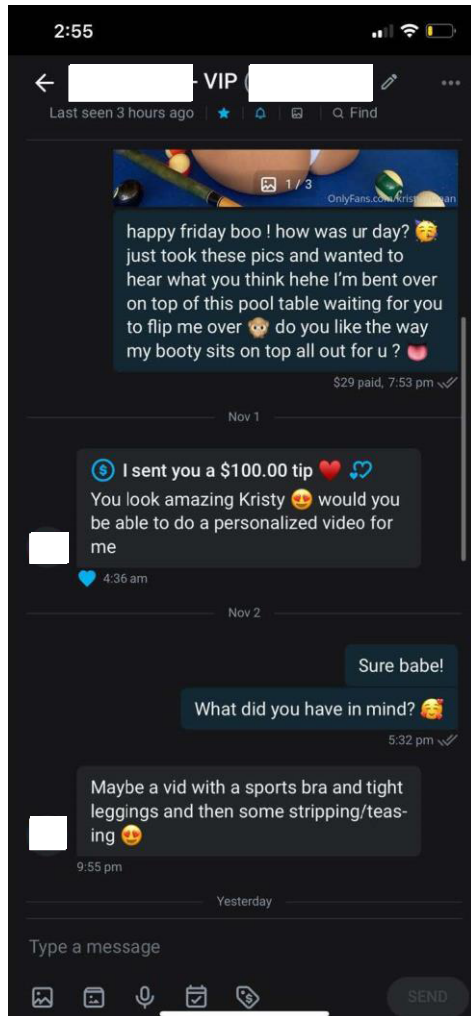
1 use in the messages . . . Please write out a list of top questions their
2 fans ask, even basic ones . . . Each video they make should be the
3 answer for one question . . . *You can start using these videos when fans*
4 *ask questions to come directly from them where it feels like their [sic]*
5 *hanging out with the model.* Let's please implement this for all the
6 talent. Make a list of questions *Tell model to make a video answering*
7 *each question. If they change their outfit for a few of the videos even*
8 *better so it looks like different days."*

9 44. Likewise, Defendant GATHRITE directed Ms. MACHABELI, Ms. DOE and
10 other similarly situated employees to deceive and manipulate Fans by sending them random
11 videos and photos designed to appear as if they were created by the Models exclusively for the
12 Fan when, in fact, the videos were sent to numerous Fans:

13 *"Have [your] models upload random personal videos of them at lunch,*
14 *running errands etc. so you can send out as mass messages free as convo*
15 *starters that seem personal . . . always make mass messages seem direct*
16 *even though they are to everyone . . . use things like hey babe. Or hey*
17 *love instead . . . be sure to stay engaged with fans, especially VIPs.*
18 *Ask how their day is, what they are doing today, what interesting*
19 *happened, even ask for pictures. This is what will keep the fans*
20 *coming back."*

21 45. These messages served two equally insidious purposes: (1) to lure the Fan to pay
22 for a locked photo and/or video; and/or (2) to induce and tempt the Fan to "tip" the "Model"
23 (i.e., the Account Manager or Senior Account Manager) to obtain more content or pay for other
24 services:

25 46. Accordingly, based on Defendants' specific instructions, Ms. MACHABELI, Ms.
26 DOE and other similarly situated employees would send thousands and thousands of Fans *the*
27 *same exact message* and photo or video which was intended to deceive the Fan into believing the
28 message was made just for them:



47. Defendants' greed knew no bounds.

48. Indeed, yet another supervisor employed by Defendants instructed Ms. MACHABELI, via text message, to use the promise of seeing the Models naked to squeeze more money out of the Fans when, in fact, Defendants UNRULY AGENCY, NIKNEJAD and GATHRITE were pulling a "bait and switch" on Defendants' models' Fans as follows:

"If you have to sell something that's close to nudity but not and make [fans] think it is then do it . . . *Yes people got mad [at the lie] but they bought more*"

49. Critically, depending on the specific requests by the Fan, Defendants directed Ms. MACHABELI, Ms. DOE and other similarly situated employees to communicate with Defendants' models at the beginning of each week (in Defendants' parlance, to create a "weekly

plan”) to acquire photos and videos⁵ to send to the Fans to perpetuate the fiction that the Fan was actually personally communicating with the model. As MS. MACHABELI was forced to communicate to one Model: *“As I mentioned before, I do need additional/daily content to keep fans up to date on your life. Sales are going down because I can only re-use videos for fans so many times.”*

50. These “weekly plans” were required to be submitted to Defendants for approval before MS. MACHABELI, MS. DOE and other similarly situated employees were allowed to send them to Defendants’ models.

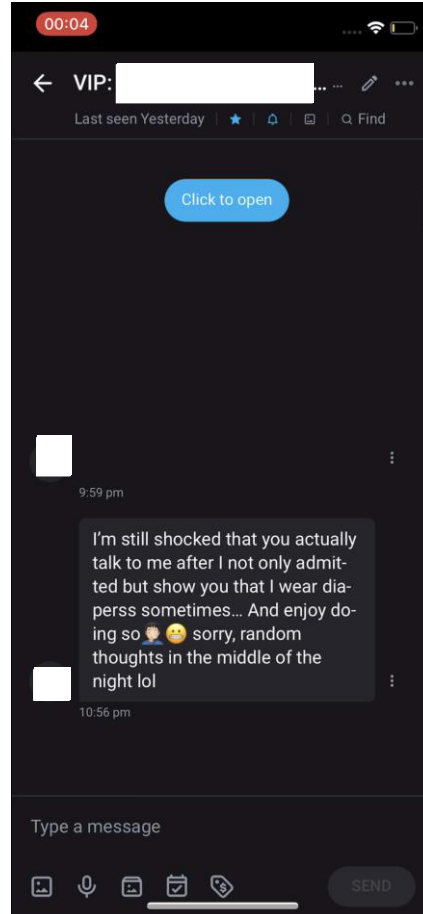
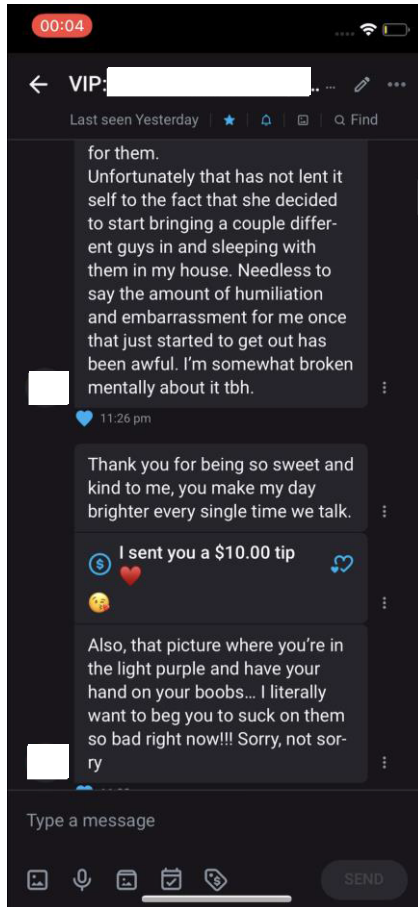
51. The fraudulent misrepresentations of Defendants UNRULY AGENCY, NIKNEJAD and GATHRITE were so insidious that, thinking they were chatting with models whom they trusted, unwitting Fans divulged some of their deepest personal secrets including sexual fantasies, marital troubles, suicidal ideations and other private desires. For instance, one fan lamented the demise of his marriage (and provided intimate details regarding the same) to MS. MACHABELI believing she was model Abby Rao, and continued to send her money on the basis of this deception:

⁵ For instance, as MS. DOE communicated to model Ashley Schultz, *“The most requested set that I have gotten so far is Wet T-Shirt. So the sooner we can get [that photo] the better”* and *“The custom [photo] we still needed is the ‘umping jacks in a long sleeve grey crop . . . We need more free daily/personal content this week to maximize the most revenue possible!”*

Yet another time, MS. DOE informed model Kristy Chan, *“The purchaser of the upskirt panty custom [photo] is wondering if you can redo those photos to a more specific idea – I’ll attach instructions below (he already paid for the others so it’ll just be more money for you!)”*

Another time, MS. MACHABELI informed model Tiffany Keller: *“the customs still needed are [for Fan] @u54286762 (Dave). . . new see-through/wet t-shirt pic vid, hot rocker video . . . [and for Fan @theboy050607 (Shawn) [to] see you lotioning up again with a towel on.”*

Yet another time, MS. MACHABELI messaged model Abby Rao, *“Some content ideas and requests for you to make this week are: -more “twerk” videos: the audience really loves that – implied topless videos . . . Requests: more foot videos, in bed selfies, topless pic, sticking your tongue out, would you be down to do a personalized strip tease?”*



52. Not only were Ms. MACHABELI, Ms. DOE and other similarly situated employees instructed to defraud the Fans of Defendants’ models, but Defendants imposed constant pressure on Ms. MACHABELI, Ms. DOE and similarly situated employees to *upsell* Fans, *specifically target* certain high-paying Fans, and otherwise *deceive* Fans in any way necessary to make a profit.

53. And, in order to do so, Defendants directed and required Ms. MACHABELI, Ms. DOE and similarly situated employees to constantly (*i.e.*, at all hours) be active and work on the models’ www.OnlyFans.com accounts.⁶

54. As one supervisor who worked for Defendants UNRULY AGENCY, NIKNEJAD and GATHRITE put it:

⁶ Indeed, as Defendant NIKNEJAD warned Ms. MACHABELI, Ms. DOE and other similarly situated employees: “*I have had 3 different influencers in the last week mention their accounts are being answered only once a day in messages. This is unacceptable . . .*”

1 *“Everyone under us feels slaved away . . . we can’t have a corp*
2 *without account managers . . . I’ve never seen anyone work 14/16*
3 *hour days [like this before] . . .”*

4 55. As a result of this fraudulent scheme, Defendant UNRULY AGENCY, Defendant
5 NIKNEJAD and Defendant GATHRITE reaped hundreds of millions in revenue by taking
6 approximately 30% of what their models earned on www.OnlyFans.com.

7 56. In turn, Defendants likewise also defraud their “Models,” who Defendants
8 “sexual[ly] exploit[] . . . through time-tested methods of coercion, control, humiliation, and
9 abuse . . . threatening models . . . with humiliation and financial ruin if they ever choose to leave
10 Defendants’ complete control.” *See Jane Doe v. Unruly Agency LLC, Behave Agency LLC* (Los
11 Angeles Superior Court Case No. 21STCV26060).

12 57. Despicably, in addition to lying to and stealing from Fans who visited
13 www.OnlyFans.com to interact with Defendants’ roster of “Models,” as well as exploiting the
14 “Models,” themselves, Defendants UNRULY AGENCY, NIKNEJAD and GATHRITE also
15 stole from their *own* Account Managers and Senior Account Managers who they falsely classified
16 as “independent contractors,” even though the Account Managers and Senior Account
17 Managers (and other similarly situated individuals) were actually full-time employees subject to
18 Defendants’ complete direction and control.

19 **B. Defendants Subject Ms. Machabeli, Ms. Doe and Other Employees to Defendants’**
20 **Complete Control and Direction, Telling Them That Working for Defendants Is**
21 **Their “Full Time Job” and Prohibiting Them from Working for Anybody Else.**

22 58. Indeed, MS. MACHABELI, MS. DOE and other similarly situated employees
23 were so completely controlled by Defendants UNRULY AGENCY, NIKNEJAD and GATHRITE
24 that Defendants informed MS. MACHABELI, MS. DOE and other similarly situated
25 employees – who were required to routinely work for Defendants in excess of eight (8) hours per
26 day, and often in excess of twelve (12) hours per day – that:

27 \\
28

- 1 a. *“This is your full time job;”*⁷
- 2 b. *“You will be held accountable in weekly meetings;”*
- 3 c. You will be *“disciplined” “if you’re not active on your account;”*
- 4 d. You will be *“disciplined” for not attending weekly “1v1”* (or one on one)
- 5 meetings with managers, informing them *“the only exception for a miss is a*
- 6 *medical, family emergency, or a notified cancelation 24 hours prior to your*
- 7 *scheduled meeting;”*
- 8 e. You will be *“disciplined” for not speaking to Defendants “models” in the*
- 9 *manner proscribed by Defendants;* Indeed, as Defendant NIKNEJAD made
- 10 clear to Ms. MACHABELI, Ms. DOE and other similarly situated
- 11 employees: “never act new to [models] . . . They should never feel like they
- 12 have to retrain you on who they are and *how they like to talk;”*
- 13 f. Ms. MACHABELI, Ms. DOE and other similarly situated employees *were*
- 14 *required to seek approval from Defendants for their communications to the*
- 15 *model prior to sending these communications to the model;*
- 16 g. You will be *“disciplined” for not speaking to other “team members” in the*
- 17 *manner proscribed by Defendants;*
- 18 h. You are *required to work in excess of six days (6) per week* informing Ms.
- 19 MACHABELI, Ms. DOE and other similarly situated employees: “*you will*
- 20 *all be given the option to pick either Saturday or Sunday . . . [but] we cannot*
- 21 *guarantee a day off;”*
- 22 i. You are required to achieve a daily “minimum” in sales for each model’s
- 23 www.OnlyFans.com account;
- 24 j. They were required to work and respond to models *even on their days “off”*
- 25 because Defendants refused to apprise models of days “off” taken by Ms.
- 26 MACHABELI, Ms. DOE and other similarly situated employees; as
- 27 Defendants specifically warned Ms. MACHABELI, Ms. DOE and other
- 28 similarly situated employees: “*Do not mention anything about taking days*
- off on your accounts to your models;”*
- k. They were required by Defendants to work constantly, including “peak
- hours” and directed by Defendants to: “*make sure messages are getting*
- cleared during high activity hours 9-11am 10-2am . . . those are the most*

⁷ This message was communicated to Ms. MACHABELI, Ms. DOE and other similarly situated employees repeatedly – both verbally and *in writing* by Defendants.

1 *important hours to be selling in the messages;*” Indeed, as Defendants
2 further directed Ms. MACHABELI, Ms. DOE and other similarly situated
3 employees: “There has been inactivity lately during high activity hours
4 (9am-11am and especially 9pm-2am) *It is really important to be upselling and*
5 *making sure your messages are being cleared during this time as it is when we see*
6 *the most sales and increase in revenue. There shouldn't be any time where you*
7 *stop activity mid day.*”

8 l. They were constantly reminded by Defendants that their performance of
9 their job duties was being monitored at all times. As Defendant NIKNEJAD
10 specifically warned Ms. MACHABELI, Ms. DOE and other similarly
11 situated employees: “*remember that we are consistently checking*
12 *everyone’s accounts;*”

13 m. They were required to respond to messages from Fans at all hours of the
14 day and night; as Defendant NIKNEJAD warned Ms. MACHABELI, Ms.
15 DOE and other similarly situated employees: “*I have had 3 different*
16 *influencers in the last week mention their accounts are being answered only once a*
17 *day in messages. This is unacceptable . . .*”

18 n. They were *required to organize digital information (including photos,*
19 *videos and other content from Defendants’ models) according to*
20 *Defendants’ strict instructions and given a “mock model format” to*
21 *follow;* as Defendant NIKNEJAD warned Ms. MACHABELI, Ms. DOE
22 and other similarly situated employees: “*This is a final warning to place all*
23 *information about your models into a folder, beyond just their*
24 *questionnaire, It should be updated with things they ask you to do*
25 *specifically on their account;*”

26 o. They were informed they could not message other employees or
27 Defendants’ models outside of a group chat, directing them: “*You’re not*
28 *allowed to text outside of it;*”

p. They were required to respond to “offensive” messages from Fans in a
manner proscribed by Defendants; as Defendant NIKNEJAD warned Ms.
MACHABELI, Ms. DOE and other similarly situated employees: “*I would*
like to make it very clear to everyone that if there is ever an instance in which a
fan is speaking in any way that is offensive or bashing your model, that the only
response that is acceptable is not responding at all.”

q. They were *required to follow Defendants’ “internal processes;*”

r. They were *required to use their personal cell phones and laptops for work*

(including messaging with Fans) without reimbursement for this business expense, keep notifications on their personal cell phones on at all times for group messages from Defendants, and, in doing so, stay on duty at all times; as Defendant GATHRITE warned them: *“This will be the new team group chat . . . Make sure your notifications for this chat are on because this will be where we have all announcements of important information;”*

- s. They were required to change their WhatsApp messaging image to Defendants’ logo; as Defendant NIKNEJAD directed MACHABELI, Ms. DOE and other similarly situated employees: *“Please everyone upload this Logo as your default image on whatsapp and make sure it fits evenly into the circle;”*
- t. They were required to post on Defendants’ models’ www.OnlyFans.com accounts in a manner controlled by Defendants; for instance, Defendants NIKNEJAD and GATHRITE directed Ms. MACHABELI, Ms. DOE and other similarly situated employees as follows:
 - i. *“If you have new subscribers come to your account, go back into your “used content” folder and repurpose content so you don’t run out of content so quickly;”*
 - ii. *“[L]ook at your past paid posts on the wall from last month if it has less than 5 buys we should archive it and repurpose it.”*
 - iii. *“[M]ake sure you don’t do more than 2 paid wall posts back to back.”*
 - iv. *“There should always be a free piece of content in between [paid posts].”*
 - v. *“[M]ake sure there is one of their best/sexiest free posts pinned to the top of the page so when subscribers first land on their page they see that first.”*
 - vi. *“Lower the amount of mass messages being sent out per day. It’s becoming too spammy. No more than 2 per day (1 paid and 1 free);”*
 - vii. *“Use more time to make connections individually rather than blowing through content and coming off spammy;”* and
 - viii. *“Just a reminder let’s make sure to word every post as if it is written to one person. This makes it feel more personal. . . Good examples: Hey Love, Hey You, Babe, Cutie, Hun;”*
- u. ***They were required to submit “weekly plans”*** for Defendants’ models’ www.OnlyFans.com accounts to Defendants for their approval ***“on***

Monday preferably before the end of the day . . . Make sure you send your weekly plan for your accounts so [your supervisor] can approve of them;”

- v. They would be “disciplined” for failing to send “weekly plans,” informing them: “If you do not send in your weekly plan three weeks in a row it [sic] there will be disciplinary actions resulting in a tick;”
- w. They would be “disciplined” for “releasing content without permission;”
- x. They were required to communicate with Defendants’ models “everyday;” as Defendants NIKNEJAD and GATHRITE directed MS. MACHABELI, MS. DOE and other similarly situated employees: “Everyday the models should here [sic] from you at least once. Even if it’s just a small positive encouragement” and “BE ACTIVE IN YOUR GROUP CHAT DAILY. . . I want you staying stuff like, “Used this image today, it did so well” “Fans are loving your content” Show them you’re working daily so they trust that you’re the best person to run their accounts.”
- y. They were required to communicate instructions from Defendants to Defendants’ models to maximize revenue; as Defendant NIKNEJAD informed MS. MACHABELI, MS. DOE and other similarly situated employees s: “We have seen huge significant different [sic] in sales and connection for fans with the influencers when they answer questions on a video to use in the messages . . . Make a list of questions Tell model to make a video answering each question. If they change their outfit for a few of the videos even better so it looks like different days . . . I want to see you all asking your models WhatsApp messages for stuff they post on Instagram stories & to instead send to us instead;”
- z. They were required to provide their models with weekly “gameplan[s]” and “give feedback on what worked best;”
- aa. They were required to obtain Defendants’ express approval for the wording of their messages including these weekly “gameplans” prior to sending messages to Defendants’ models;
- bb. They were warned by Defendant NIKNEJAD “that your [sic] under a contract to protect the talents image;”
- cc. They were required by Defendants to attend all-employee “team” meetings (at which Defendants reiterated and communicated policies and procedures that MS. MACHABELI, MS. DOE and other similarly situated employees were required to abide by);

- 1 dd. They were required to indemnify Defendants for COVID-19 work-related
2 injuries and required pay Defendants \$5 Million in “liquidated damages” if
3 Ms. MACHABELI, Ms. DOE and/or the other similarly situated
4 employees breached that Agreement;
- 5 ee. They were required to sign an onerous and illegal “NONCOMPETITION
6 [sic] AGREEMENT” in which Defendants informed Ms. MACHABELI,
7 Ms. DOE and other similarly situated employees that they were not
8 allowed to engage in any type of independently established trade,
9 occupation, or business of the same nature as the work they performed for
10 Defendants, including telling Ms. MACHABELI, Ms. DOE and other
11 similarly situated employees that:
- 12 i. “During the term of . . . employment,” Ms. MACHABELI, Ms.
13 DOE and other similarly situated employees *could not “work for . . .*
14 *any firm, company or entity which today competes or tends to be a*
15 *competitor with the Employer”* (defined as Defendant UNRULY
16 AGENCY);
- 17 ii. “During the term of . . . employment,” Ms. MACHABELI, Ms.
18 DOE and other similarly situated employees could not “*advise . . .*
19 *any firm, company or entity which today competes or tends to be a*
20 *competitor with the Employer”* (defined as Defendant UNRULY
21 AGENCY);
- 22 iii. “*During the term of . . . employment,*” Ms. MACHABELI, Ms.
23 DOE and other similarly situated employees *could not “serve in the*
24 *employment of . . . any firm, company or entity which today competes*
25 *or tends to be a competitor with the Employer”* (defined as
26 Defendant UNRULY AGENCY);
- 27 iv. “*During the term of . . . employment,*” Ms. MACHABELI, Ms.
28 DOE and other similarly situated employees *could not “consult for .*
. . . any firm, company or entity which today competes or tends to be a
competitor with the Employer” (defined as Defendant UNRULY
AGENCY); and
- v. “*During the term of . . . employment,*” Ms. MACHABELI, Ms.
DOE and other similarly situated employees *could not “otherwise be*
engaged in any business relationship [with] . . . any firm, company
or entity which today competes or tends to be a competitor with the
Employer” (defined as Defendant UNRULY AGENCY).

C. Despite the Fact That Defendants Subject Ms. Machabeli, Ms. Doe and Other Similarly Situated Employees to Their Complete Control and Direction, Defendants Intentionally Misclassify Them as “Independent Contractors,” Pay Them Less Than Minimum Wage and Deprive Them of Overtime Compensation.

59. However, although MS. MACHABELI, MS. DOE and other similarly situated employees were, by Defendants’ own admission, “full-time” employees who were never free from the control and direction of Defendants UNRULY AGENCY, NIKNEJAD and GATHRITE, Defendants lied to MS. MACHABELI, MS. DOE and similarly situated employees and misclassified them as “Independent Contractors.”

60. Defendants UNRULY AGENCY, NIKNEJAD and GATHRITE also forced MS. MACHABELI, MS. DOE and similarly situated employees to routinely work hours in excess of eight hours per day (and often in excess of twelve (12) hours per day) and/or forty (40) hours per week. However, because MS. MACHABELI, MS. DOE and similarly situated employees worked so many hours, but were paid so little in commissions, they often did not make minimum wage, and were, accordingly entitled to overtime which Defendants failed to pay.

61. Moreover, although Defendants UNRULY AGENCY, NIKNEJAD and GATHRITE purported to pay MS. MACHABELI, MS. DOE and other similarly situated employees on commission, in direct contravention of California Labor Code Section 2751, Defendants refused to provide MS. MACHABELI, MS. DOE and similarly situated employees with a written contract setting forth the methods by which their commissions were computed or paid.

62. This total lack of a signed contract allowed Defendants UNRULY AGENCY, NIKNEJAD and GATHRITE to constantly change the pay structure of their Account Managers and Senior Account Managers and, because MS. MACHABELI, MS. DOE and similarly situated employees were kept in the dark, Defendants could underpay them with impunity.

63. Defendants also utterly refused to provide MS. MACHABELI, MS. DOE and other similarly situated employees with any type of wage statement whatsoever (let alone legally compliant wage statements) so MS. MACHABELI, MS. DOE and other similarly situated

employees could determine whether their pay was accurate, and, by Defendants' own written admissions, Defendants were often late making these commission payments entirely.

64. Despicably, when employees like MS. MACHABELI, MS. DOE and/or other similarly situated employees complained to Defendants UNRULY AGENCY, NIKNEJAD and GATHRITE and questioned their meager paychecks, Defendants gaslit them – informing MS. MACHABELI, MS. DOE and/or other similarly situated employees that they were “*killing it*,” or “*crushing it*,” and promising that if they only worked harder, they could make more money to compensate for Defendants' unrelenting wage theft.

65. However, despite their merciless and exhausting work hours, MS. MACHABELI and MS. DOE were barely making ends meet.

D. Ms. Machabeli Raises Concerns to Defendants About Wage Theft, Fraud, Misclassification and Defendants' Illegal Attempts to Force Their Employees to Sign Unconscionable “Contracts.”

66. On March 2, 2021, because MS. MACHABELI was, on many occasions, in financial peril and not able to pay her bills (despite her grueling hours), MS. MACHABELI decided to raise her concerns of wage theft directly to Defendants GATHRITE and UNRULY AGENCY. Specifically, MS. MACHABELI sent Defendants GATHRITE/UNRULY AGENCY a text message complaining:

“I wake up and start working and work all day til midnight. I average 12-15 hours. So that [is] 90-100 hours per week . . . When you break it down, it's less than minimum wage.”

67. Defendants GATHRITE and UNRULY AGENCY did absolutely nothing to assuage her concerns.

68. Accordingly, the next day, on March 3, 2021, Ms. Machabeli sent a message to Defendants' Director of Human Resources, Darlene Jones. In her message, Ms. Machabeli protested to Ms. Jones that she was having “issues with payroll.” Ms. Machabeli, who was, at this point very concerned that Defendants were stealing her wages wrote:

1 ***“It really seems like something shady is going on . . . They messed up***
2 ***this paycheck.*** \$500 was missing. Seems like they messed up my last
3 *paycheck. Now I’m really wondering how many of my paychecks have*
4 *been incorrect and how much money has mysteriously not shown up??*
5 *How is this a constant issue? **This is absurd and so unprofessional.***
6 ***Something doesn’t seem right. Oh and the pay structure was just***
7 ***changed up on us and we weren’t informed until we had to ask???***
8 Who does that? . . . I don’t really trust the pay system at this moment
9 or [Defendant GATHRITE’s] way of handling commissions . . . I
10 just want a clear breakdown . . . ***Payment shouldn’t be this confusing***
11 ***or concerning for that matter . . . Shouldn’t I feel like I should be***
12 ***able to trust the company I work for? . . . I really am feeling so***
13 ***defeated by all of this. I’m just gonna continue working . . . I’m not***
14 ***a detective nor do I have any more brain power to investigate***
15 ***anything. Push a little more and I’ll probably lose my position here***
16 ***anyway.”***

17 (Emphasis added).

18 69. Indeed, “Models” who work for Defendants confirm a similar experience with
19 Defendants’ intentionally confusing accounting practices designed to steal money from both
20 “Models” and employees. As one “Model” put it:

21 *“It was really confusing . . . I tried to do the math on my own... I had*
22 *no idea if I was getting paid the right amount. It was really hard to get*
23 *a hold of the accounting person, they weren’t emailing me back,*
24 *[responding] a couple days after, and the initial email they sent me*
25 *wasn’t even working.”*

26 See [https://www.thedailybeast.com/unruly-agency-promises-online-fame-this-influencer-says-they-](https://www.thedailybeast.com/unruly-agency-promises-online-fame-this-influencer-says-they-posted-her-nudes-and-threatened-her-instead)
27 [posted-her-nudes-and-threatened-her-instead](https://www.thedailybeast.com/unruly-agency-promises-online-fame-this-influencer-says-they-posted-her-nudes-and-threatened-her-instead)

28 70. On April 23, 2021, despite her fears of retaliation, Ms. MACHABELI – who, as
she explained to Defendants was mentally, emotionally and physically exhausted – again raised
her concerns of wage theft and other illegal conduct on the part of Defendants directly to
Defendant NIKNEJAD, Defendant GATHRITE, Defendant UNRULY AGENCY, and
Defendants’ Director of Human Resources, Darlene Jones.

 71. Specifically, Ms. MACHABELI wrote and protested, in part:

1 “Dear Tara, Nicky, and Darlene:

2 I want you to know that I value my employment here at Unruly;
3 however, there are a few things that have been on my mind as of late.
4 I’ve been a bit hesitant to speak up as I didn’t want my job to be in
5 jeopardy. *I’m hoping that this email will resolve the issues I bring*
6 *forward and in turn, change the way in which the Company*
operates, as well as treat me and the other Account Managers in a
more respectful and legal way.

7 First, *I don’t believe that calling Account Managers “Independent*
8 *Contractors” is correct.* Instead, I believe we are employees
9 especially because Unruly directs almost every single way that we are
10 to do our jobs and we’ve been told several times that this is our “full-
11 time job.” It is important to me that Unruly makes this change
12 immediately as *I believe the Company and I should both be paying*
proper taxes to the State of California, and should not be saying we
are independent contractors when we are actually employees.

13 Second, *I wanted to bring up the issue of Unruly’s underpayment of*
14 *me and other Account Managers. As you know, me and the other*
15 *Account Managers work 12 - 15 hours per day minimum for the*
16 *Company and we regularly work well past midnight (which Unruly*
encourages us to do). I know there have been some employees that
worked until 6 a.m.

17 ...

18
19 *[W]e are only allowed one day off per week. Even then, as you have*
20 *specifically told us, this isn’t guaranteed, especially because the*
21 *models whose accounts we are working on aren’t told about our days*
22 *off and Unruly expects us to work and respond to them if they reach*
23 *out on that day.* There have been several weeks this year that I still
24 haven’t had a day off because a model has requested something on
my “day off” or there has been a holiday that we’re supposed to
help plan content/collaborations for. *Many times, me and other*
Account Managers work more than 7 days in a row.

25 *The mental, emotional and physical exhaustion is hard to deal with*
26 *because even though I am working these truly exhausting hours, and*
27 *I think I’m actually an employee, I don’t even make minimum wage*
28 *in some pay periods.* I believe this is true of other Account Managers as
well. And, even though I am paid on commission, because I don’t

1 *make minimum wage oftentimes, I think that the Company has*
2 *illegally failed to pay me and other Account Managers money to*
3 *account for our overtime hours . . .* Going forward, I would like
4 Unruly to pay me and other Account Managers for the overtime
5 hours that we work.

6 . . .

7 Because our commission “plans” change repeatedly and because
8 you don’t give me and other Account Managers wage statements
9 (which I also think is not legal), it is really difficult to understand
10 whether my paychecks are correct. *I have spent hours and hours*
11 *going back and trying to run the calculations and even after all that*
12 *time, I still don’t think that I’ve been paid correctly but I can’t*
13 *figure out precisely by how much because I don’t understand how*
14 *Unruly is paying me.*

15 . . .

16 Fourth, as you know, back in October 2020 you asked me to sign
17 something called a “COVID-19 Liability Release Waiver.” I’m not a
18 lawyer and I can’t say that I understand what I signed, but the more I
19 think about my employment at Unruly and re-read and try my best to
20 understand this document, I have realized that I don’t really think
21 that document was fair at all. For example, it seems that this Waiver
22 is asking me to “indemnify” and not hold Unruly responsible if I
23 became infected with Covid while going to the Company’s property
24 located at 622 S. Sycamore Avenue, Los Angeles CA 90022. But,
25 you are the ones that required me to go to this property to carry out
26 my work duties for Unruly. It doesn’t seem right that Unruly should
27 be able to say it is not responsible for work injuries when it is
28 requiring me to do something risky as part of my duties.

Also, in this same document, you are saying that you gave me “good
and valuable consideration.” Again, I am not a lawyer, but I don’t
remember receiving anything for signing this document. *The other*
thing that really bothered me as I was re-reading this document is
that you are saying that if I somehow break the agreement, I would
have to pay you \$5,000,000. I know Unruly makes millions of
dollars each year, but me and the other Account Managers don’t
even make minimum wage many times and some months, we have
trouble making ends meet. \$5,000,000 seems like a huge amount of
money and it seems like it is meant to scare us and penalize us if we

1 mistakenly don't follow this agreement.

2 . . .

3 *Lastly, I do want to bring up my concerns that Unruly is asking me*
4 *and other Account Managers to "pretend" that we are the models*
5 *who the fans pay to chat with. However, as time has passed, the more*
6 *I feel uncomfortable with what I have come to believe is Unruly's*
7 *fraudulent deception of these fans. Some of these fans send me*
8 *incredibly personal information, including photos of their children,*
9 *information about their marriages, deaths in the family, sometimes*
10 *suicidal ideations and attempts, stalkers, cringeworthy confessions,*
11 *and their (sometimes intense and obscure) sexual likes and dislikes –*
12 *all because they believe that I am actually the model who they're*
13 *actively paying to talk to. I've even had several fans question and ask*
14 *"me" (aka the model) if it's really who they're talking to in which*
15 *case the company has instructed me to lie and reassure them I am*
16 *truly the model.* I doubt that these fans would communicate their
17 personal private information to me or any of the other Account
18 Managers, let alone pay for various services from the models, if they
19 knew that they were really communicating with us Account
20 Managers and not the model.

21 Tara, Nicky, Darlene - I hope you know this was a really difficult
22 email for me to send forward about my worries and concerns and I
23 hope you take them into consideration. I also hope you agree that
24 Account Managers, such as myself, should be treated better and
25 given proper wages. I look forward to hearing from you and would
26 like to know how we can move forward with what I have stated."

27 (Emphasis added).

28 **E. In Response to Ms. Machabeli's Complaints, Defendants Double Down on Their Lies.**

72. In response to MS. MACHABELI's complaints, Defendants doubled down on their lies.

73. Specifically, rather than rectify their widespread and shocking illegal conduct – and despite their constant *written* reminders (*i.e.*, unvarnished admissions) to MS. MACHABELI, MS. DOE and other similarly situated employees that this was their "full-time job," including

Defendants’ onerous “Non-Competition Agreement” prohibiting Ms. MACHABELI, Ms. DOE and other similarly situated employees from working for anybody else – Defendant GATHRITE speciously responded by providing a rote recitation of the “ABC Test” from California Assembly Bill 5.

74. Contradicting every single policy and practice outlined by Defendants (in writing, no less), Defendant GATHRITE absurdly and offensively purported: “*During the times that you are not working on Unruly’s services, you could work at a bagel shop, lumber yard or anything else you choose. That is the luxury of being an independent contractor.*”

75. Then, on May 3, 2021, ***just ten (10) days*** after Ms. Machabeli’s detailed e-mail to Defendant NIKNEJAD, Defendant GATHRITE, Defendant UNRULY AGENCY, and Ms. Jones complaining that: (1) Defendants were stealing from their employees; (2) defrauding Fans who visited; (3) misclassifying their employees; (4) forcing their employees to sign totally illegal contracts with \$5 Million “liquidated damages” clauses; and (5) not providing a legal commission plan, Defendants attempted their boldest bait and switch yet.

76. Specifically, Defendants sent, via DocuSign, a document to Ms. MACHABELI, Ms. DOE and other similarly situated employees with the subject line: “*Commission Structure, Account Management.*”

77. The first page of this “Commission Structure, Account Management” document was a letter to Ms. MACHABELI, Ms. DOE and other similarly situated employees which pretended to explain what the document was:

“Please find our Account Managers tiered commission structure for your record. Commission pay frequency is semi-monthly and customarily paid via bill.com using the profile (direct deposit) you have established.”

78. Defendants directed Ms. MACHABELI, Ms. DOE and other similarly situated employees to sign this document. In fact, Defendants were downright *desperate* to make Ms. MACHABELI, Ms. DOE and other similarly situated employees to sign this document.

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1 79. Defendants e-mailed MS. MACHABELI and MS. DOE to remind them to sign
2 this document. Defendants sent reminders to MS. MACHABELI and MS. DOE through
3 WhatsApp to remind them to sign this document. Defendants called MS. MACHABELI and
4 MS. DOE to remind them to sign this document.

5 80. Why were Defendants so desperate?

6 81. Defendants were desperate for one reason and one reason alone: They knew the
7 scope and severity of their unlawful conduct. They knew they had duplicitously reaped
8 hundreds of millions of dollars from unwitting Fans and stolen hundreds of millions from their
9 own employees – employees who Defendant NIKNEJAD repeatedly informed were “family” in
10 her written messages to them.

11 82. So, in a sloppy and despicable attempt to, yet again deceive their employees,
12 Defendants UNRULY AGENCY, NIKNEJAD and GATHRITE secretly attached *seven (7)*
13 *additional* pages to this pretend “Commission Structure, Account Management” document.

14 83. And, in these *seven (7) additional* pages – Defendant attempted, among many other
15 unconscionable and illegal provisions – to force MS. MACHABELI, MS. DOE and other
16 similarly situated employees to:

- 17 a. Disavow that they were actually employees;
- 18 b. Affirm they were “independent contractors;”
- 19 c. Enter into an unconscionable and illegal arbitration provision waiving their
20 right to a trial by jury (forcing MS. MACHABELI, MS. DOE and other
21 similarly situated employees to illegally pay for the arbitration);
- 22 d. Pay their own business expenses;
- 23 e. And indemnify Defendants for “any third party claim or action” arising out
24 of the fraudulent misrepresentations that Defendants were forcing them to
25 make to unwitting Fans – *i.e.*, MS. MACHABELI, MS. DOE and other
26 similarly situated employees would indemnify Defendants for *Defendants’*
27 lies.

28 84. MS. MACHABELI and MS. DOE were aghast.

1
2 **F. Ms. Machabeli and Ms. Doe Refuse to Sign Defendants’ Illegal “Independent**
3 **Contactor Agreement and Instead Retain Attorneys; Ms. Machabeli and Ms. Doe**
4 **Are Fired Three (3) Hours After Their Attorneys Send Representation Letters and**
5 **Evidence Preservation Demands to Defendants.**

6 85. On May 3, 2021, Ms. MACHABELI again e-mailed Defendant NIKNEJAD,
7 Defendant GATHRITE, Defendant UNRULY AGENCY, and Ms. Jones complaining about
8 Defendants’ latest attempt to deceive their employees. Specifically, Ms. MACHABELI wrote:

9 Dear Nicky, Darlene and Tara,

10 I received Unruly’s letter about my commission structure (or what I
11 thought was just a letter about my commission structure).

12 **After reading everything, I was deeply disappointed to realize**
13 **that Unruly has tried to sneak in what it is calling an**
14 **“Independent Contractor Agreement,” in which Unruly makes**
15 **repeated untrue statements including, among other things, about**
16 **the way in which the Company controls and manages me and**
17 **other Account Managers (and which contradict numerous other**
18 **statements that Unruly has made to me and other Account**
19 **Managers about the nature of our employment and Unruly’s**
20 **control over us).**

21 **I think you are trying to get me to sign this “Independent**
22 **Contractor Agreement,” in retaliation for my April 23, 2021**
23 **complaint to you that Unruly is misclassifying me and other**
24 **Account Managers, not paying us all wages that we are owed and**
25 **directing us to make false representations to fans who pay to**
26 **communicate with Unruly’s clients (i.e., models) on the website**
27 **OnlyFans.com.**

28 Unfortunately, because this “Agreement” is asking me to say
something dishonest, and I believe it retaliates against me for my
previous complaints, I cannot sign this “Agreement.”

Thank you,

Lizzie Machabeli

1 (Emphasis added).

2 86. Like Ms. MACHABELI, Ms. DOE also refused to sign this “Agreement.”
3 Indeed, Ms. DOE who was very ill with COVID-19, informed Defendants that she “*just tested*
4 *positive for COVID*” and had “*a really bad fever.*”

5 87. Then, both Ms. MACHABELI and Ms. DOE, believing they needed help
6 understanding what exactly defendants were forcing them to sign, and in order to negotiate the
7 terms and conditions of their employment, retained attorneys.

8 88. On May 12, 2021, at 1:14 p.m., Ms. MACHABELI and Ms. DOE, through their
9 counsel, e-mailed Defendant NIKNEJAD, Defendant GATHRITE, Defendant UNRULY
10 AGENCY, and Defendant UNRULY AGENCY to notify them that they had retained legal
11 representation and, exercising their rights under the California Labor Code, requested a copy of
12 their personnel files and other records pursuant to California Labor Code Sections 1198.5 and
13 432. Ms. MACHABELI and Ms. DOE, through their counsel, also requested that Defendants
14 preserve all evidence related to their claims.

15 89. That same day, *just over three (3) hours later*, Defendants UNRULY AGENCY,
16 NIKNEJAD and GATHRITE, in retaliation for Ms. MACHABELI’s and Ms. DOE’s
17 complaints, their opposition to unlawful activities by Defendants, and the invocation of their
18 statutory rights pursuant to the California Labor Code, fired Ms. MACHABELI and Ms.
19 DOE.⁸

20 90. Indeed, in a stunning, “smoking gun” admission of retaliation, Defendants’
21 Human Resources Director, Darlene Jones wrote, in an *identical* e-mail to both Ms.
22 MACHABELI and Ms. DOE:

23 “[W]e understand that you are not happy working with Unruly and
24 it has affected the services you have been providing to Unruly . . .

25 ⁸ For decades, California courts have recognized a wrongful termination claim based on the public policy reflected
26 in California Labor Code Section 923 where an employer retaliates against an employee who has “designated an
27 attorney to represent [him] for the purpose of negotiating the terms and conditions of employment.” *Montalvo v.*
28 *Zamora*, 7 Cal. App. 3d 69, 75 (1970) (recognizing wrongful termination where an employer fired workers shortly
after their attorney sent a letter demanding a minimum wage). Indeed, California courts have rejected the
argument that such a claim “applies only to collective bargaining.” *Gelini v. Tishgart*, 77 Cal. App. 4th 219, 223,
(1999).

1 you have raised issues that a conflict of interest exists in your belief
2 that you are “pretending” to be the models when responding to fans
3 . . . As such, we think it is best to have another Account Manager
4 manage the account[s] of [Abby Rao, Kristy Chan and Ashley
5 Schultz], effective immediately.”

6 91. MS. MACHABELI and MS. DOE were both stunned and deeply dismayed by
7 Defendants’ retaliation – indeed, their worst fears had been realized.

8 92. Accordingly, on May 14, 2021, MS. MACHABELI responded to Defendant
9 NIKNEJAD, Defendant GATHRITE and Ms. Jones by protesting her firing. Specifically, Ms.
10 MACHABELI wrote:

11 “Darlene, Tara and Nicky,

12 I can’t say I’m surprised, but I am extremely disappointed by your
13 decision to fire me after I hired an attorney to represent me for the
14 complaints I had made regarding my employment at Unruly. Those
15 complaints being: underpayment with no over-time and missing
16 minimum wage requirements, misclassification of us as Independent
17 Contractors instead of employees, and deceiving fans that are
18 thinking they’re speaking directly with the model.

19 **I am however shocked that you would suggest that my
20 performance has not been up to par considering I’ve been told
21 several times that I’m “killing it” or “crushing it” when it
22 comes to the accounts I was running. The compliments toward
23 my performance stayed at a high up until I sent in my
24 complaints.**

25 **I want to also clarify that I never complained of a conflict of
26 interest regarding how the other Account Manager’s and I
27 communicated with the model’s fans, rather my complaints were
28 about the legality of deceiving models’ fans.**

As you know, I wrote to Unruly:

“Some of these fans send me incredibly personal information,
including photos of their children, information about their
marriages, deaths in the family, sometimes suicidal ideations
and attempts, stalkers, cringeworthy confessions, and their
(sometimes intense and obscure) sexual likes and dislikes – all
because they believe that I am actually the model who they’re

1 actively paying to talk to. I've even had several fans question
2 and ask "me" (aka the model) if it's really who they're
3 talking to in which case the company has instructed me to lie
4 and reassure them I am truly the model. I doubt that these
5 fans would communicate their personal private information to
6 me or any of the other Account Managers, let alone pay for
various services from the models, if they knew that they were
really communicating with us Account Managers and not the
model."

7 I want to reiterate that it was very difficult to send in these
8 complaints for fear of being fired. My hope was to have my concerns
9 addressed properly and to move forward on a good note with Unruly
10 considering the time, effort, and energy I've put into this company.
Instead, you proceeded to do what I was most nervous about, firing
me.

11 -Lizzie Machabeli"

12 (Emphasis added).

13
14 93. However, acknowledging their own guilt and having no explanation other than
15 their illegal conduct, neither Defendant NIKNEJAD, Defendant GATHRITE nor Ms. Jones
16 responded.

17 94. This radio silence in the face of Ms. MACHABELI's complaints that Defendants
18 were retaliating against her constitute admissions and are further direct evidence of a retaliatory
19 motive. *See In re Neilson's Estate*, 57 Cal. 2d 733, 746 (1962) ("When a person makes a
20 statement in the presence of a party to an action under circumstances that would normally call
21 for a response if the statement were untrue, the statement is admissible for the limited purpose
22 of showing the party's reaction to it. His silence, evasion, or equivocation may be considered as a
23 tacit admission of the statements made in his presence."); *Keller v. Key System Transit Lines*, 129
24 Cal. App. 2d 593, 596 (1954) ("The basis of the rule on admissions made in response to
25 accusations, is the fact that human experience has shown that generally it is natural to deny an
26 accusation if a party considers himself innocent of negligence or wrongdoing."); CACI No. 213.

27 95. On May 14, 2021, Ms. DOE, who was likewise appalled at Defendants' unlawful
28 retaliation complained to Defendant NIKNEJAD, Defendant GATHRITE and Ms. Jones:

1 “Darlene,

2 I don’t understand your email or why you, Tara and Nicky are firing
3 me. **Everyone at Unruly and all of my models have constantly**
4 **praised my work. In fact, until I told you that I had COVID and**
5 **retained an attorney who contacted you to discuss my**
6 **employment, you all thought that everything was great with my**
7 **work performance. *It seems as though you, Tara and Nicky are***
8 ***discriminating against me for having COVID and retaliating***
9 ***against me for hiring an attorney who notified you about some illegal***
10 ***practices that are going on at Unruly.*** I think that it is quite ironic
11 that Tara and Nicky brag about how Unruly wants to make sure that
12 its models are paid fairly but when an Unruly employee complains
about not getting paid what we are legally owed, you fire them. This
goes right along with the ethical discrepancies that I’ve noticed in
the past... One of your longest standing employees gets fired while
having COVID for sticking up for other employees at this company
who have been too scared to say anything.”

13 (Emphasis added).

14 96. As with MS. MACHABELI, Defendants failed to respond to MS. DOE.

15 97. This radio silence in the face of MS. DOE’s complaints that Defendants were
16 retaliating against her constitute admissions and are further direct evidence of a retaliatory
17 motive. *See In re Neilson’s Estate*, 57 Cal. 2d 733, 746 (1962) (“When a person makes a statement
18 in the presence of a party to an action under circumstances that would normally call for a
19 response if the statement were untrue, the statement is admissible for the limited purpose of
20 showing the party’s reaction to it. His silence, evasion, or equivocation may be considered as a
21 tacit admission of the statements made in his presence.”); *Keller v. Key System Transit Lines*, 129
22 Cal. App. 2d 593, 596 (1954) (“The basis of the rule on admissions made in response to
23 accusations, is the fact that human experience has shown that generally it is natural to deny an
24 accusation if a party considers himself innocent of negligence or wrongdoing.”); CACI No. 213.

25 98. Prior to the filing of this action, MS. DOE filed a complaint with the Department
26 of Fair Employment and Housing (“DFEH”) alleging that the acts of defendants, and each of
27 them, established a violation of the Fair Employment and Housing Act, Government Code
28 Section 12900 *et seq.*, and has received the requisite right to sue letter.

99. Prior to the filing of this action, Ms. MACHABELI and Ms. DOE initiated the prerequisites set forth in California Labor Code Section 2699.3 for requesting relief under California Labor Code Section 2699.

100. Ms. MACHABELI and MS. DOE have been generally damaged in an amount within the jurisdictional limits of this Court.

FIRST CAUSE OF ACTION

Minimum Wage Violations

(California Labor Code §§ 1182.11 and 1197, and IWC Wage Order 4)

(Ms. MACHABELI and Ms. DOE Against Defendants UNRULY AGENCY LIMITED

LIABILITY COMPANY, NIKNEJAD, and GATHRITE and DOES 1-25)

101. Ms. MACHABELI and Ms. DOE reallege and incorporate by reference paragraphs 1 through 110, as though set forth in full.

102. California Labor Code §§ 1182.11 and 1197, and IWC Wage Order 4 § 4, require Defendants to pay Ms. MACHABELI and Ms. DOE at or above the state minimum wage for every hour Defendants suffer or permit those employees to work.

103. California Labor Code § 1198 makes employment of an employee under conditions the IWC prohibits unlawful. California Labor Code §§ 1194(a) and 1194.2(a) provide that an employer that has failed to pay its employees the legal minimum wage is liable to pay those employees the unpaid balance of the unpaid wages as well as liquidated damages in an amount equal to the wages unpaid and interest thereon.

104. Defendants have failed to pay Ms. MACHABELI and Ms. DOE at or above the California minimum wage for many hours they have worked, including but not limited to mandatory hours that Defendants required employees to work but failed to provide any compensation for such work (*i.e.*, “off the clock” work).

105. By the aforesaid acts and omissions of Defendants, Ms. MACHABELI and Ms. DOE have been directly and legally caused to suffer actual damages including, but not limited to, loss of earned wages owed to them by Defendants.

106. As a result of Defendants' wilful failure to pay Ms. MACHABELI and Ms. DOE their wages as alleged herein, Ms. MACHABELI and Ms. DOE are entitled to an additional waiting time penalty in an amount equal to thirty days' of their regular rate of pay, as provided in Section 203 of the California Labor Code.

107. As a result of Defendants' failure to pay Ms. Machabeli and Ms. Doe heir wages, and other benefits, as alleged herein, Ms. Machabeli and Ms. Doe are entitled to interest on their unpaid wages from the date they were due, as provided in Section 218.6 of the California Labor Code.

108. As a result of Defendants' failure to pay Ms. Machabeli and Ms. Doe their wages, as alleged herein, MS. MACHABELI and MS. DOE are entitled to reasonable attorneys' fees and costs of suit, as provided in Section 218.5 of the California Labor Code.

SECOND CAUSE OF ACTION

Wage Theft – Failure to Pay Overtime Wages

(California Labor Code §§ 510, 1194, 1198 and IWC Wage Order No. 4)

(Ms. MACHABELI and Ms. DOE Against Defendants UNRULY AGENCY LIMITED

LIABILITY COMPANY, NIKNEJAD, and GATHRITE and DOES 1-25)

109. Ms. MACHABELI and Ms. DOE reallege and incorporate by reference paragraphs 1 through 108, as though set forth in full.

110. It is unlawful under California law for an employer to suffer or permit an employee to work in excess of eight (8) hours per workday or forty (40) hours per workweek without paying premium wages of no less than one and one-half times the regular rate of pay under California Labor Code § 510 and IWC Wage Order 4 § 3. Employees who work more than twelve (12) hours per day are entitled to an overtime premium of twice their regular rate of pay.

Id.

111. California Labor Code § 1198 makes employment of an employee for longer hours than the IWC sets or under conditions the IWC prohibits unlawful. California Labor Code §1194(a) entitles an employee to recover in a civil action the unpaid balance of all overtime

1 compensation due but not paid.

2 112. Here, Ms. MACHABELI and Ms. DOE routinely worked more than eight (8)
3 and twelve (12) hours in a workday, as well as more than forty (40) hours in a workweek. By
4 failing to compensate Ms. MACHABELI and Ms. DOE for all hours worked, Defendants
5 deprived them of the overtime compensation to which they were entitled.

6 113. By the aforesaid acts and omissions of Defendants, Ms. MACHABELI and Ms.
7 DOE have been directly and legally caused to suffer actual damages including, but not limited to,
8 loss of earned wages owed to them by Defendants.

9 114. As a result of Defendants' wilful failure to pay Ms. MACHABELI and Ms. DOE
10 their wages as alleged herein, Ms. MACHABELI and Ms. DOE are entitled to an additional
11 waiting time penalty in an amount equal to thirty days' of their regular rate of pay, as provided in
12 Section 203 of the California Labor Code.

13 115. As a result of Defendants' failure to pay Ms. MACHABELI and Ms. DOE their
14 wages, and other benefits, as alleged herein, Ms. MACHABELI and Ms. DOE are entitled to
15 interest on their unpaid wages from the date they were due, as provided in Section 218.6 of the
16 California Labor Code.

17 116. As a result of Defendants' failure to pay Ms. MACHABELI and Ms. DOE their
18 wages, as alleged herein, Ms. MACHABELI and Ms. DOE are entitled to reasonable
19 attorneys' fees and costs of suit, as provided in Section 218.5 of the California Labor Code.

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1 **THIRD CAUSE OF ACTION**

2 **Unlawful Failure to Reimburse for Necessary Expenditures**

3 **(California Labor Code Section 2802)**

4 **(Ms. MACHABELI and Ms. DOE Against Defendants UNRULY AGENCY LIMITED**
5 **LIABILITY COMPANY, NIKNEJAD, and GATHRITE and DOES 1-25)**

6 117. Ms. MACHABELI and Ms. DOE reallege and incorporate by reference
7 paragraphs 1 through 116, as though set forth in full.

8 118. Labor Code §2802(a) provides: “An employer shall indemnify his or her employee
9 for all necessary expenditures or losses incurred by the employee in direct consequence of the
10 discharge of his or her duties, or of his or her obedience or the directions of the employer, even
11 though unlawful, unless the employee, at the time of obeying the directions, believed them to be
12 unlawful.

13 119. Defendants have maintained and continue to maintain an unlawful practice of
14 failing to reimburse or otherwise indemnify Ms. MACHABELI and Ms. DOE for the costs of
15 purchasing and maintaining smartphones, iPads, laptops, and other devices and data plans,
16 which were necessary to the discharge of the duties and/or obedience to Defendants’ directions
17 by Ms. MACHABELI and Ms. DOE in violation of Labor Code §2802.

18 120. During the relevant time period, Ms. MACHABELI and Ms. DOE suffered
19 losses equal to the value of any unreimbursed necessary expenditures, and have therefore not
20 been paid all wages due to them and are entitled to restitution and/or payments of unpaid wages
21 in amounts to be proven at trial.

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1 **FOURTH CAUSE OF ACTION**

2 **Failure to Provide Accurate, Itemized and Lawful Wage Statements**

3 **(California Labor Code Section 226)**

4 **(Ms. MACHABELI and Ms. DOE Against Defendants UNRULY AGENCY LIMITED**
5 **LIABILITY COMPANY, NIKNEJAD, and GATHRITE and DOES 1-25)**

6 121. Ms. MACHABELI and Ms. DOE reallege and incorporate by reference
7 paragraphs 1 through 120, as though set forth in full.

8 122. California Labor Code § 226(a) requires employers semimonthly or at time of
9 paying wages to provide to their employees a wage statement with the following information:
10 gross and net wages earned, total hours worked (including overtime hours), all applicable hourly
11 rates (including overtime rates) and the number of hours worked at each rate, and the name and
12 address of the legal entity that is the employer. IWC Wage Order 4 §7(B) similarly requires
13 employers semimonthly or at the time of each payment of wages to furnish to each employee an
14 itemized statement in writing showing the inclusive dates of the period for which the employee is
15 paid and the correct name of the employer. These required disclosures of information are
16 essential to enable employees to determine whether they have been paid in compliance with the
17 law and to determine the identity of the employers who are responsible for any payments that
18 remain due.

19 123. Pursuant to Defendants' unlawful policies and practices as alleged herein,
20 Defendants have knowingly and intentionally failed to provide Ms. MACHABELI and Ms.
21 DOE with any wage statements whatsoever, let alone the legally mandated disclosures as
22 required by California Labor Code § 226(a). Further, Defendants' policies and practices of
23 failing to pay overtime compensation, and failing to pay for all hours worked, necessarily meant
24 that the itemized wage statements of Plaintiff and other class members failed to contain the
25 information required by Labor Code § 226(a).

26 124. As a result of Defendants' intentional failure to provide wage statements (let alone
27 accurate wage statements) to Ms. MACHABELI and Ms. DOE, Ms. MACHABELI and Ms.
28 DOE suffered injury as they were unable to determine whether they were properly paid leading

1 to the need for both additional documentation and additional mathematical calculations in order
2 to determine whether they were correctly paid and what they may be owed. Moreover, Ms.
3 MACHABELI and Ms. DOE were unable to promptly and easily determine their gross wages,
4 net wages, applicable rates of pay, and the name and address of their employer from the wage
5 statement alone, causing Ms. MACHABELI and Ms. DOE to spend time searching for and
6 attempting to determine the true name of their employer.

7 125. As a direct result of Defendants' failure to provide accurate itemized statements,
8 Ms. MACHABELI and Ms. DOE are entitled to recover the greater of all actual
9 damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one
10 hundred dollars (\$100) per employee for each violation in a subsequent pay period, not
11 exceeding an aggregate penalty of four thousand dollars (\$4,000) and is entitled to an award of
12 costs and reasonable attorney fees.

13 14 **FIFTH CAUSE OF ACTION**

15 **Waiting Time Penalties**

16 **(California Labor Code Section 203)**

17 **(Ms. MACHABELI and Ms. DOE Against Defendants UNRULY AGENCY LIMITED**
18 **LIABILITY COMPANY, NIKNEJAD, and GATHRITE and DOES 1-25)**

19 126. MS. MACHABELI and Ms. DOE reallege and incorporate by reference
20 paragraphs 1 through 125, as though set forth in full.

21 127. California Labor Code § 201 requires an employer who discharges an employee to
22 pay all compensation due and owing to that employee immediately upon the employee's
23 discharge from employment. Pursuant to California Labor Code § 202, if an employee quits his
24 or her employment, the wages earned and unpaid at the time of the discharge are due and
25 payable within seventy-two (72) hours of the resignation. California Labor Code § 204 requires
26 an employer to pay all wages due to its employees when those wages are due. California Labor
27 Code § 203 provides that if an employer willfully fails to pay all compensation due promptly
28 upon discharge or resignation, as required by §§ 201 and 202, the employer shall be liable for

1 waiting time penalties in the form of continued compensation for up to 30 work days.

2 128. By failing to compensate MS. MACHABELI and MS. DOE as required by
3 California law, as set forth above, Defendants have violated and continue to violate California
4 Labor Code § 204, which requires employers, including Defendants, to pay their employees
5 their full wages when due.

6 129. By failing to compensate MS. MACHABELI and MS. DOE as required by
7 California law, as set forth above, Defendants have willfully failed to make timely payment of the
8 full wages due to its employees who quit or have been discharged, thereby violating California
9 Labor Code §§ 201-202.

10 130. Defendants' willful failure to timely pay MS. MACHABELI and MS. DOE their
11 earned wages upon separation from employment results in a continued payment of wages up to
12 thirty (30) days from the time the wages were due. Therefore, MS. MACHABELI and MS.
13 DOE are entitled to compensation pursuant to Labor Code § 203, plus reasonable attorneys'
14 fees and costs of suit.

15 16 **SIXTH CAUSE OF ACTION**

17 **Unfair Competition**

18 **(California Business & Professions Code § 17200, *et seq.*)**

19 **(MS. MACHABELI and MS. DOE Against Defendants UNRULY AGENCY LIMITED**

20 **LIABILITY COMPANY, NIKNEJAD, and GATHRITE and DOES 1-25)**

21 131. MS. MACHABELI and MS. DOE reallege and incorporate by reference
22 paragraphs 1 through 140, as though set forth in full.

23 132. Defendants have engaged in unfair and unlawful business practices in violation of
24 California Business & Professions Code § 17200, *et seq.*, by engaging in the unlawful conduct
25 alleged above, including but not limited to: failing to pay the overtime premiums required by
26 state law; failing to pay the minimum wage required by state law; failing to reimburse or
27 otherwise indemnify employees for necessary expenditures; failing to provide employees
28 information required by California Labor Code §§ 226(a) and 1174 and Wage Order 4; and

1 failing to pay full wages when due and failing to make timely payment of full wages to employees
2 who quit or have been discharged.

3 133. Ms. MACHABELI and Ms. DOE are informed and believe, and thereon allege
4 that by engaging in the unfair and unlawful business practices complained of above, Defendants
5 were able to lower their labor costs and thereby obtain a competitive advantage over law-abiding
6 employers with which they compete, in violation of California Business & Professions Code §
7 17200, *et seq.*, and California Labor Code § 90.5(a), which sets forth the public policy of
8 California to enforce minimum labor standards vigorously to ensure that employees are not
9 required or permitted to work under substandard and unlawful conditions and to protect law
10 abiding employers and their employees from competitors that lower their costs by failing to
11 comply with minimum labor standards.

12 134. As a direct and proximate result of Defendants' unfair and unlawful conduct as
13 alleged herein, Ms. MACHABELI and Ms. DOE have sustained injury and damages, including
14 unpaid wages and lost interest, in an amount to be established at trial. Ms. MACHABELI and
15 Ms. DOE seek restitution of all unpaid wages owed to the class members, disgorgement of all
16 profits that Defendants have enjoyed as a result of their unfair and unlawful business practices,
17 penalties, and injunctive relief.

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1 139. Ms. MACHABELI is informed and believes and thereon alleges that the
2 defendants, and each of them, by engaging in the aforementioned acts and/or in authorizing
3 and/or ratifying such acts, engaged in willful, malicious, fraudulent, intentional, oppressive and
4 despicable conduct, and acted with willful and conscious disregard of the rights, welfare and
5 safety of Ms. MACHABELI, thereby justifying the award of punitive and exemplary damages in
6 an amount to be determined at trial.

7 140. The aforesaid acts and omissions of defendants, and each of them, justify the
8 imposition of any and all civil penalties pursuant to Cal. Labor Code § 1102.5(f).

9 141. As a result of Defendants' conduct as alleged herein Ms. MACHABELI is entitled
10 to reasonable attorneys' fees and costs of suit pursuant to Cal. Labor Code § 1102.5(j).

11
12 **EIGHTH CAUSE OF ACTION**

13 **Violation of Labor Code Section 98.6**

14 **(Ms. MACHABELI and Ms. DOE Against Defendants UNRULY AGENCY LIMITED**
15 **LIABILITY COMPANY, and DOES 1-25)**

16 142. Ms. MACHABELI and Ms. DOE reallege and incorporate by reference
17 paragraphs 1 through 141, as though set forth in full.

18 143. Labor Code Section 98.6 provides that an employer shall not discharge,
19 discriminate against or retaliate against an employee because the employee made a written or
20 oral complaint that he or she is owed unpaid wages.

21 144. Throughout their respective employments, Ms. MACHABELI and Ms. DOE
22 made repeated complaints, both written and oral, to Defendants, and each of them, that they
23 were owed unpaid wages.

24 145. As a result of their complaints to Defendants that they were owed unpaid wages,
25 Defendants retaliated against and fired and Ms. MACHABELI and Ms. DOE.

26 146. By the aforesaid acts and omissions of defendants, and each of them,
27 MACHABELI and Ms. DOE have been directly and legally caused to suffer actual
28 damages including, but not limited to, loss of earnings, reliance damages, costs of suit and

1 other pecuniary loss in an amount not presently ascertained, but to be proven at trial.

2 147. As a further direct and legal result of the acts and conduct of defendants,
3 and each of them, as aforesaid, MACHABELI and Ms. DOE have been caused to and did
4 suffer and continues to suffer severe emotional and mental distress, anguish, humiliation,
5 shame, embarrassment, fright, shock, pain, discomfort and anxiety. MACHABELI and
6 Ms. DOE do not know at this time the exact duration or permanence of said injuries, but
7 is informed and believes, and thereon alleges, that some if not all of the injuries are
8 reasonably certain to be permanent in character.

9 148. Ms. MACHABELI and Ms. DOE are informed and believes and thereon alleges
10 that the defendants, and each of them, by engaging in the aforementioned acts and/or in
11 authorizing and/or ratifying such acts, engaged in willful, malicious, fraudulent, intentional,
12 oppressive and despicable conduct, and acted with willful and conscious disregard of the rights,
13 welfare and safety of Ms. MACHABELI and Ms. DOE, thereby justifying the award of punitive
14 and exemplary damages in an amount to be determined at trial.

15 149. The aforesaid acts and omissions of defendants, and each of them, justify the
16 imposition of any and all remedies and civil penalties pursuant to Cal. Labor Code § 98.6(b).

17 150. As a result of Defendants' conduct as alleged herein Ms. MACHABELI and Ms.
18 DOE are entitled to reasonable attorneys' fees and costs of suit as provided in Section 1021.5 of
19 the California Civil Procedure Code.

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1 **NINTH CAUSE OF ACTION**

2 **Unlawful Medical Condition Discrimination in Violation of the**

3 **California Fair Employment and Housing Act**

4 **(California Government Code § 12940(a))**

5 **(Ms. DOE Against Defendants UNRULY AGENCY LIMITED LIABILITY COMPANY,**
6 **and DOES 1-25)**

7 151. Ms. DOE hereby incorporates by reference Paragraphs 1 through 150 of this
8 Complaint as if fully set forth herein.

9 152. At all times herein mentioned, the California Fair Employment and Housing Act
10 (“FEHA”), Government Code § 12940 *et seq.*, was in full force and effect and was binding upon
11 Defendants and each of them.

12 153. FEHA, Government Code § 12940(a), expressly provides that it is an unlawful
13 employment practice for an “employer or other entity covered by [FEHA]” to person to
14 discharge or otherwise discriminate against a person because of that person’s physical disability
15 and/or medical condition.

16 154. Defendants and Does 1 – 25 each constitute an “employer” or “other entity
17 covered by [FEHA]” as those terms are defined by FEHA.

18 155. Ms. DOE is an “employee” as that term is defined by FEHA.

19 156. Ms. DOE had a medical condition as those terms are defined by FEHA.

20 157. Ms. DOE had a record or history of having a medical condition, including, among
21 other things, COVID-19.

22 158. Ms. DOE was regarded by Defendants as having a medical condition.

23 159. Defendants were aware of Ms. DOE’s medical condition.

24 160. Defendants discriminated against Ms. DOE because of her disability by refusing
25 to provide reasonable accommodations, and engaging in the interactive process, and instead,
26 firing her.

27 161. As a direct, foreseeable, and legal result of Defendants’ violations of FEHA as
28 alleged herein, Ms. DOE has suffered losses in earnings, attorney’s fees and costs of suit and

1 has suffered and continues to suffer physical pain, humiliation, mental and emotional distress,
2 depression, anxiety, and insomnia, all to her damage in an amount in excess of the minimum
3 jurisdiction of this Court, the precise amount of which will be proven at trial.

4 162. MS. DOE is informed and believes and thereon alleges that the defendants, and
5 each them, by engaging in the aforementioned acts and/or in authorizing and/or ratifying such
6 acts, engaged in wilful, malicious, intentional, oppressive and despicable conduct, and acted with
7 wilful and conscious disregard of the rights, welfare and safety of Ms. DOE, thereby justifying
8 the award of punitive and exemplary damages in an amount to be determined at trial.

9 163. As a result of Defendants' violation of FEHA as alleged herein, MS. DOE is
10 entitled to reasonable attorneys' fees and costs of said suit as provided by California
11 Government Code § 12965(b).

12
13 **TENTH CAUSE OF ACTION**

14 **Wrongful Termination in Violation of Public Policy**

15 **(MS. MACHABELI and MS. DOE Against Defendants UNRULY AGENCY LIMITED**
16 **LIABILITY COMPANY, and DOES 1-25)**

17 164. MS. MACHABELI and MS. DOE reallege and incorporate by reference
18 paragraphs 1 through 163, as though set forth in full.

19 165. As set forth herein, Defendants, and each of them, wrongfully terminated the
20 employment of MS. MACHABELI and MS. DOE in violation of various fundamental public
21 policies of the State of California. These fundamental public policies are embodied in:

- 22 A. Section 12940 *et seq.* of the California Government Code;
23 B. Section 1102.5 of the California Labor Code;
24 C. Section 510 of the California Labor Code;
25 D. Section 226.8 of the California Labor Code;
26 E. Section 226(a) of the California Labor Code;
27 F. Section 923 of the California Labor Code;
28 G. Section 1194 of the California Labor Code;

- H. Section 1197 of the California Labor Code;
- I. Section 2751 of the California Labor Code;
- J. Section 1572 of the California Civil Code;
- K. Section 1709 of the California Civil Code;
- L. Section 1710 of the California Civil Code; and
- M. Various other California and Federal statutes and codes. Such fundamental public policies prohibit employers from, *inter alia*, retaliating against an employee for complaining of wage theft, fraud, and misclassification, and retaining an attorney to negotiate the terms and conditions of her employment; and discriminating against an employee because of her medical condition.

166. By the aforesaid acts and omissions of Defendants, MS. MACHABELI and MS. DOE have been directly and legally caused to suffer actual damages including, but not limited to, loss of earnings and future earning capacity, attorneys' fees, costs of suit and other pecuniary loss not presently ascertained.

167. By the aforesaid acts and omissions of Defendants, and each of them, MS. MACHABELI and MS. DOE have been directly and legally caused to suffer actual damages including, but not limited to, loss of earnings, reliance damages, costs of suit and other pecuniary loss in an amount not presently ascertained, but to be proven at trial.

168. As a further direct and legal result of the acts and conduct of Defendants, and each of them, as aforesaid, MS. MACHABELI and MS. DOE have been caused to and did suffer and continues to suffer severe emotional and mental distress, anguish, humiliation, embarrassment, insomnia, fright, shock, discomfort and anxiety. MS. MACHABELI and MS. DOE do not know at this time the exact duration or permanence of said injuries, but is informed and believes, and thereon alleges, that some if not all of the injuries are reasonably certain to be permanent in character.

169. MS. MACHABELI and MS. DOE are informed and believe and thereon allege that Defendants, and each them, by engaging in the aforementioned acts and/or in authorizing

1 and/or ratifying such acts, engaged in willful, malicious, fraudulent, intentional, oppressive and
2 despicable conduct, and acted with willful and conscious disregard of the rights, welfare and
3 safety of Ms. MACHABELI and Ms. DOE, thereby justifying the award of punitive and
4 exemplary damages in an amount to be determined at trial.

5 170. As a result of Defendants' conduct as alleged herein, Ms. MACHABELI and Ms.
6 DOE are entitled to reasonable attorneys' fees and costs of suit as provided in Section 1021.5 of
7 the California Civil Procedure Code.

8 9 **ELEVENTH CAUSE OF ACTION**

10 **Intentional Infliction of Emotional Distress**

11 **(Ms. MACHABELI and Ms. DOE Against Defendants UNRULY AGENCY LIMITED**
12 **LIABILITY COMPANY, TARA NIKNEJAD and NICKY GATHRITE and DOES 1-25)**

13 171. Ms. MACHABELI and Ms. DOE reallege and incorporate by reference
14 paragraphs 1 through 170, as though set forth in full.

15 172. Defendants' conduct as described above was extreme and outrageous and was
16 done with the intent of causing Ms. MACHABELI and Ms. DOE to suffer emotional distress
17 and/or with reckless disregard as to whether Ms. MACHABELI and Ms. DOE would suffer
18 emotional distress.

19 173. By the aforesaid acts and omissions of defendants, as aforesaid, Ms.
20 MACHABELI and Ms. DOE have been caused to and did suffer and continue to suffer severe
21 emotional and mental distress, anguish, humiliation, embarrassment, insomnia, fright, shock,
22 pain, discomfort and anxiety. Ms. MACHABELI and Ms. DOE do not know at this time the
23 exact duration or permanence of said injuries, but are informed and believes and thereon allege
24 that some if not all of the injuries are reasonably certain to be permanent in character.

25 174. Ms. MACHABELI and Ms. DOE are informed and believe and thereon allege
26 that the defendants, and each of them, by engaging in the aforementioned acts and/or in
27 authorizing and/or ratifying such acts, engaged in willful, malicious, fraudulent, intentional,
28 oppressive and despicable conduct, and acted with willful and conscious disregard of the rights,

welfare and safety of Ms. MACHABELI and Ms. DOE, thereby justifying the award of punitive and exemplary damages in an amount to be determined at trial.

TWELFTH CAUSE OF ACTION

Negligent Infliction of Emotional Distress

**(Ms. MACHABELI and Ms. DOE Against Defendants UNRULY AGENCY LIMITED
LIABILITY COMPANY, TARA NIKNEJAD and NICKY GATHRITE and DOES 1-25)**

175. Ms. MACHABELI and Ms. DOE reallege and incorporate by reference paragraphs 1 through 170, as though set forth in full.

176. In the alternative, defendants breached their duty of care owed to Ms. MACHABELI and Ms. DOE to protect them from foreseeable harm. Defendants' conduct, as alleged above, was done in a careless or negligent manner, without consideration for the effect of such conduct upon the emotional well-being of Ms. MACHABELI and Ms. DOE S.

177. By the aforesaid acts and omissions of defendants, and each of them, Ms. MACHABELI and Ms. DOE have been directly and legally caused to suffer actual damages including, but not limited to, loss of earnings and future earning capacity, attorneys' fees, costs of suit and other pecuniary loss not presently ascertained.

178. As a further direct and legal result of the acts and conduct of defendants, and each of them, as aforesaid, Ms. MACHABELI and Ms. DOE have been caused to and did suffer and continues to suffer severe emotional and mental distress, anguish, humiliation, embarrassment, insomnia, fright, shock, discomfort, anxiety, and related symptoms. The exact nature and extent of said injuries is presently unknown to Ms. MACHABELI and Ms. DOE. Ms. MACHABELI and Ms. DOE do not know at this time the exact duration or permanence of said injuries, but are informed and believe, and thereon allege, that some if not all of the injuries are reasonably certain to be permanent in character.

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1 **PRAYER FOR RELIEF**

2 WHEREFORE, MS. MACHABELI and MS. DOE pray for relief as follows:

- 3 a. For general economic and non-economic damages according to proof;
- 4 b. For special damages according to proof;
- 5 c. For prejudgment interest pursuant to California Civil Code section 3287 and/or
- 6 California Civil Code section 3288 and/or any other provision of law providing for
- 7 prejudgment interest;
- 8 d. For penalties pursuant to California Labor Code Section 203;
- 9 e. For attorneys' fees where allowed by law;
- 10 f. For injunctive relief;
- 11 g. For costs of suit incurred herein; and
- 12 h. For such other and further relief as this Court deems just and proper.

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14 Dated: November 10, 2021

HELMER FRIEDMAN, LLP
COURTNEY ABRAMS, PC

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19 Andrew H. Friedman
20 On Behalf of Plaintiffs
21 Elizabeth Machabeli and
22 Jane Doe
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1 **PLAINTIFFS' DEMAND FOR A JURY TRIAL**

2 Plaintiffs ELIZABETH MACHABELI and JANE DOE hereby demand a trial by jury.

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4 Dated: November 10, 2021

HELMER FRIEDMAN, LLP
COURTNEY ABRAMS, PC

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8 _____
 Andrew H. Friedman
 On Behalf of Plaintiffs
9 Elizabeth Machabeli and
 Jane Doe