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6 Attorneys for Plaintiff
HUONG HO
7 and Aggrieved Employees

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF SAN DIEGO

10 HUONG HO, an Individual, on behalf of
11 herself and all other aggrieved employees of
Defendants in the State of California,

12 Plaintiff,

13 vs.
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15 BELLE IMAGE, LLC dba BELLE IMAGE
SALON, a limited liability company; TANI
16 HUYNH, an Individual; KHONGTUOC
17 ("TED") TRAN, an Individual; and DOES
1-10, Inclusive,

18 Defendants.
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ELECTRONICALLY FILED
Superior Court of California,
County of San Diego

07/01/2021 at 01:02:00 PM

Clerk of the Superior Court
By Keira McCray, Deputy Clerk

Case No. 37-2021-00012147-CU-OE-CTL

UNLIMITED CIVIL CASE

FIRST AMENDED COMPLAINT FOR:

1. Failure to Pay Earned Wages (Cal. Lab. Code § 204);
2. Failure to Pay Overtime Compensation (Cal. Lab. Code §§ 510, 1194, 1198; IWC Wage Order No. 2-2001);
3. Failure to Pay Meal Period Compensation (Cal. Lab. Code §§ 226.7, 512, 1198; IWC Wage Order No. 2-2001);
4. Failure to Pay Rest Period Compensation (Cal. Lab. Code §§ 226.7, 1198; IWC Wage Order No. 2-2001);
5. Conversion (Cal. Civ. Code § 3336);
6. Failure to Furnish Wage and Hour Statements (Cal. Lab. Code § 226);
7. Waiting Time Penalties (Cal. Lab. Code §§ 201, 203);
8. Failure to Indemnify for All Necessary Expenditures (Cal. Lab. Code § 2802; IWC Wage Order No. 2-2001);
9. Illegal Offset Against Wages (Cal. Lab. Code §§ 221, 224; IWC Wage Order No. 2-2001);
10. Unfair and Deceptive Business Practices in Violation of Cal. Bus. & Prof. Code §17200, *et seq.*; and

11. Civil Penalties for Violations of the Labor Code (Cal. Lab. Code, § 2698, et seq.).

Demand for Jury Trial

Plaintiff HUONG HO (“Plaintiff” or “HO”), former employee of Defendant BELLE IMAGE, LLC dba BELLE IMAGE SALON (“BELL IMAGE SALON” or the “SALON”) and/or TANI HUYNH (“HUYNH”) and/or KHONGTUOC (“TED”) TRAN (“TRAN”) (collectively, “COMPANY”), on behalf of herself and all other California aggrieved employees of the COMPANY, alleges as follows:

Nature of the Action

1. This is an individual and representative action for violation of California’s wage and hour laws by HO, to recover unpaid wages and related penalties and compensation owed to her and her aggrieved peers by defendants. This representative action is brought in accordance with California’s Private Attorneys General Act of 2004, codified at Labor Code section 2698, et seq. (the “PAGA”).

2. **The class of aggrieved workers under the PAGA is composed of all individuals who work for or have worked for the COMPANY as nail technicians, as well as those whom Defendants have otherwise subjected to Labor Code violations, including unpaid regular wages; unpaid overtime; noncompliant meal and rest periods; converted gratuities; wage statements that were inaccurate, untimely, and/or not provided at all; unreimbursed necessary, work-related expenses; illegal offsets against wages; final pay violations; and the like (the “PAGA Aggrieved Employees”) in the State of California from September 22, 2020 to the final judgment (the “PAGA Period”).**

3. Plaintiff, by this action, seeks damages, penalties, unpaid wages, restitution, and any other remedies the Court deems just due to the illegal conduct of Defendants, as alleged herein.

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1 causes to be paid to any employee a wage less than the minimum fixed by an applicable state
2 or local law, or by an order of the Industrial Welfare Commission.

3 11. At all relevant times, every defendant was the agent, representative, employee,
4 servant or affiliated entity of every other defendant and, in doing the acts herein alleged, each
5 defendant is liable and responsible to Plaintiff for the acts of every other defendant.

6 12. Plaintiff is ignorant of the true names and capacities of defendants sued herein
7 as DOES 1 through 10, inclusive, and therefore sue said defendants by such fictitious names.
8 Plaintiff will amend this Complaint to allege the true names and capacities of such fictitiously
9 named defendants when they are ascertained.

10 **General Allegations**

11 13. Defendants: (1) failed to pay Plaintiff and the PAGA Aggrieved Employees
12 earned wages; (2) failed to pay Plaintiff and the PAGA Aggrieved Employees the required
13 overtime compensation; (3) employed Plaintiff and the PAGA Aggrieved Employees for more
14 than five hours without timely, uninterrupted meal periods of not less than 30 minutes and
15 failed to compensate Plaintiff and the PAGA Aggrieved Employees for the missed meal
16 periods; (4) employed Plaintiff and the PAGA Aggrieved Employees for work periods of four
17 hours or major fraction thereof without rest periods of ten minutes net rest time and failed to
18 compensate Plaintiff and the PAGA Aggrieved Employees rest period compensation for the
19 missed rest periods; (5) unlawfully converted gratuities owed to Plaintiff and the PAGA
20 Aggrieved Employees; (6) failed to provide Plaintiff and the PAGA Aggrieved Employees with
21 timely and accurate wage and hour statements; (7) failed to pay Plaintiff and the PAGA
22 Aggrieved Employees earned wages in a timely manner upon separation; (8) failed to
23 indemnify Plaintiff and the PAGA Aggrieved Employees for all necessary expenditures they
24 incurred in connection with their employment therewith; (9) took illegal deductions from the
25 wages of Plaintiff and the PAGA Aggrieved Employees; and (10) engaged in unlawful and
26 unfair business practices through the various Labor Code violations. The foregoing acts and
27 other acts by the Defendants violated provisions of the Labor Code, including §§ 201, 202, 203,
28 204, 208, 221, 224, 226, 226.7, 351, 510, 512, 1174, 1194, 1197, 1198, and 2802; violated the

1 applicable Wage Orders issued by the IWC of the State of California (the “Wage Order(s)”),
2 and violated the rights of Plaintiff and the PAGA Aggrieved Employees.

3 **Specific Allegations**

4 14. BELLE IMAGE SALON is a nail salon operating out of a single facility located
5 300 H Street, San Diego, California 91910. Its services include manicures, pedicures, facials,
6 hairdressing, and waxing. On information and belief, BELLE IMAGE SALON has operated
7 continuously from this location throughout the relevant liability periods.

8 15. Throughout the relevant liability periods, BELLE IMAGE SALON has
9 maintained typical hours of operation from 9 a.m. to 7 p.m. Mondays through Fridays, 9 a.m.
10 to 6 p.m. on Saturdays, and 10 a.m. to 5 p.m. on Sundays.

11 16. On information and belief, BELLE IMAGE SALON has employed 10 or more
12 employees in various capacities throughout the relevant liability periods, the overwhelming
13 majority of whom are nail technicians and/or manicurists.

14 17. HO commenced employment with BELLE IMAGE SALON as a nail
15 technician on or about August 2016. Thereafter, she worked in that capacity for BELLE
16 IMAGE SALON continually through on or about August 2020.

17 18. Throughout her employment with the COMPANY, HO typically worked seven
18 days per week, with occasional days off. She typically reported to work at 8:30 a.m. and
19 concluded around 7:30 p.m. Some days she would work to 8 p.m. or later. Her duties included
20 performing manicures, pedicures, and acrylics, as she was and remains licensed do so.

21 19. In terms of compensation, HO was promised what HUYNH designated to be a
22 “commission” scheme of 57.5% of the amount of each nail service performed. Per
23 COMPANY policy and practice, HO was also entitled to share in gratuities left by SALON
24 customers. HUYNH, however, would deduct 10% off the top of all tips for herself and
25 distribute the remainder from a tip pool approximately every two weeks. The typical remaining
26 tip pool after HUYNH’s 10% deduction for herself varied between \$400.00 to \$500.00. Also,
27 HUYNH typically deducted from employee compensation a separate surcharge of about \$2.00
28 per pedicure service performed.

1 20. Despite typically working an 11-hour shift throughout the relevant liability
2 period, HO was not paid at an overtime rate for hours beyond eight in a workday or over 40 in
3 a workweek. On information and belief, BELLE IMAGE SALON and HUYNH failed to pay
4 any of their employees at an overtime rate for hours beyond eight in a workday or 40 in a
5 workweek. In fact, on information and belief, HUYNH employed approximately 10, mostly
6 full-time employees, yet paid them 60% cash and 40% check to obscure their hours worked so
7 that they appeared to be part-time employees.

8 21. Throughout HO's employment with BELLE IMAGE SALON, the COMPANY
9 did not maintain any written policies relating to meal and rest breaks. Despite typically
10 working an 11-hour shift, HO was not authorized or permitted to take a 30-minute,
11 uninterrupted meal break, completely relieved of all duties. Based on her typical work schedule,
12 HO was entitled to two, unpaid 30-minute lunches each workday. However, HUYNH failed
13 to authorize or permit HO take legally compliant meal periods. HO's peers were also similarly
14 aggrieved. For illustration, during her employment, HO typically and personally observed
15 HUYNH requiring stylists and nail technicians to eat in a hurried manner and only when they
16 did not have a customer. In general, when customers arrived, HUYNH instructed stylists and
17 nail technicians to cut off their meal and get back to work. Defendants failed to accurately
18 record the amount of time worked by HO; HO's wage statements reflect hours of about 50
19 during a 2-week period, all paid at regular time, when HO in fact worked approximately 70
20 hours *each week*, a shortfall of nearly 90 hours per pay period.

21 22. Also, throughout her employment, HO was not authorized to take a paid, 10-
22 minute rest break for every four hours or major fraction thereof worked. Based on her typical
23 work schedule, HO was entitled to at least three, paid 10-minute rest breaks each workday. On
24 information and belief, the Company subjected all individuals performing labor on its premises
25 to the same no-break policies and practices. In general, HO never received fully compliant meal
26 and rest periods during her employment, and, on information and belief, neither did her peers
27 throughout the relevant liability periods.

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1 23. Additionally, on information and belief, HUYNH and BELLE IMAGE
2 SALON took unlawful deductions from their employees' earnings throughout the relevant
3 liability periods. Furthermore, from the wages that were supposed to be paid to the employee,
4 HUYNH and BELLE IMAGE SALON would deduct the costs of materials for certain
5 services. For example, HUYHN and BELLE IMAGE SALON deducted \$2.00 from employee
6 compensation if the service provided was a "spa pedicure" and \$2.00 if the service provided
7 was a "gel pedicure." The many unlawful deductions from employee pay made by HUYHN
8 and BELLE IMAGE SALON subjected these employees to a number of Labor Code
9 violations, including unpaid wages, unlawful deductions from pay, and inaccurate wage and
10 hour statements. Defendants are not allowed to subsidize the cost of doing business through
11 their employees.

12 24. Because of the "commission" pay and deduction scheme maintained by
13 HUYHN and BELLE IMAGE SALON, HO was forced to perform unpaid, off-the-clock
14 work, as she was not paid for any duties she performed outside of a direct service to a paying
15 customer at which time she received a portion of what the customer paid. HO was also not
16 paid for her stand-by time despite being under the control of Defendants and being required to
17 be in the salon throughout her shift to be ready the moment a customer walked in and requested
18 service(s). Despite being paid on a purported commission basis, HO did not receive separately
19 compensated paid rest periods.

20 25. As a result of the failure to pay HO an overtime rate for overtime hours, failure
21 to pay HO for all hours worked, failure to provide California Labor Code-compliant meal and
22 rest breaks, or break premium payments in lieu of the compliant breaks, failure to pay for
23 separately compensated rest periods, and theft of wages and commissions, HUYHN and
24 BELLE IMAGE SALON failed to issue accurate wage statements to HO throughout her
25 employment. Lastly, Defendants failed to keep the records required in subdivision (a) of Labor
26 Code section 226 and section 1174.

27 26. To date, HO has not been paid all wages due to her, in violation of California's
28 final pay laws.

1 Court Closure and Tolling Period

2 27. The Judicial Council Emergency Rule 9, as amended May 29, 2020, suspended
3 from April 6, 2020 to October 1, 2020 the statutes of limitations and repose for civil causes of
4 action that exceed 180 days. The statute of limitations for each of Plaintiff's causes of action
5 exceeds 180 days.

6 28. As such, for purposes of Plaintiff's individual claims, the statutory period relates
7 back to on or about September 22, 2020.

8 Exhaustion of Administrative Remedies

9 29. On or about March 19, 2021, HO notified the California Labor & Workforce
10 Development Agency (the "LWDA") of the Labor Code violations to which she and her
11 aggrieved peers were subjected, and on information and belief, continue to be subjected.
12 Thereafter, she timely served this PAGA notice on Defendants by certified mail, in compliance
13 with the PAGA statute. On or about April 27, 2021, HO sent the LWDA a revised notice
14 canvassing additional facts and theories of liability attributable to Defendants.

15 **First Cause of Action**

16 **For Failure to Pay Earned Wages**

17 **(California Labor Code § 204)**

18 **By HUONG HO Against All Defendants**

19 30. Plaintiff hereby incorporates by reference and re-alleges paragraphs 1 through
20 29, inclusive, as though set forth fully herein.

21 31. Defendants failed to pay Plaintiff the wages that she earned, as required by the
22 Code and the Wage Order.

23 32. Plaintiff has been deprived of her rightfully earned wages as a direct and
24 proximate result of Defendants' failure to pay said compensation. Plaintiff is entitled to
25 recover such amounts, plus interest thereon, attorney's fees and costs.

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(California Labor Code §§ 510, 1194, 1198; IWC Wage Order No. 2-2001)

33. Plaintiff hereby incorporates by reference and re-alleges paragraphs 1 through 32, inclusive, as though set forth fully herein.

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1 hour at the employee's regular rate of compensation for each day that the employer does not
2 provide at least one required meal period.

3 39. Defendants employed Plaintiff for work periods of more than five (5) hours
4 without a timely meal period of not less than 30 minutes and failed to compensate Plaintiff for
5 such meal periods, as required by Labor Code § 226.7 and the Wage Order.

6 40. Defendants deprived Plaintiff of her rightfully earned compensation for meal
7 periods as a direct and proximate result of Defendants' failure to pay said compensation.

8 41. The remedy provided for in Code § 226.7 constitutes a wage, and Plaintiff is
9 entitled to interest thereon. *Murphy v. Kenneth Cole Productions, Inc.* (2007) 40 Cal.4th 1094,
10 1099-1100.

11 **Fourth Cause of Action**

12 **For Failure to Pay Rest Period Compensation**

13 **(California Labor Code §§ 226.7, 1198; IWC Wage Order No. 2-2001)**

14 **By HUONG HO Against All Defendants**

15 42. Plaintiff hereby incorporates by reference and re-alleges paragraphs 1 through
16 41, inclusive, as though set forth fully herein.

17 43. The Code and the Wage Order provide that an employee is entitled to an
18 uninterrupted rest period of not less than 10 net minutes for every four hours worked or major
19 fraction thereof. The Code and the Wage Order require the employer to pay the employee one
20 hour at the employee's regular rate of compensation for each day that the employer does not
21 provide at least one required rest period. For employees paid on a commission basis, the rest
22 periods must be separately compensated at the employee's regular hourly rate.

23 44. Defendants employed Plaintiff for work periods of four hours or major fraction
24 thereof without rest periods of ten minutes' net rest time and failed to compensate Plaintiff for
25 such rest periods, separately or otherwise, as required by Code § 226.7 and the Wage Order.

26 45. Defendants deprived Plaintiff of her rightfully earned compensation for rest
27 periods as a direct and proximate result of Defendants' failure to pay said compensation.

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1 46. The remedy provided for in Code § 226.7 constitutes a wage, and Plaintiff is
2 entitled to interest thereon. *Murphy v. Kenneth Cole Productions, Inc.* (2007) 40 Cal.4th 1094,
3 1099-1100.

4 **Fifth Cause of Action**

5 **For Conversion**

6 **(California Civil Code § 3336)**

7 **By HUONG HO Against All Defendants**

8 47. Plaintiff hereby incorporates by reference and re-alleges paragraphs 1 through
9 46, inclusive, as though set forth fully herein.

10 48. Code § 351 provides in relevant part:

11 No employer or agent shall collect, take, or receive any gratuity or a
12 part thereof that is paid, given to, or left for an employee by a patron....
13 Every gratuity is hereby declared to be the sole property of the
14 employee or employees to whom it was paid, given, or left for. An
15 employer that permits patrons to pay gratuities by credit card shall pay
16 the employees the full amount of the gratuity that the patron indicated
17 on the credit card slip, without any deductions for any credit card
18 payment processing fees or costs that may be charged to the employer
19 by the credit card company. Payment of gratuities made by patrons
20 using credit cards shall be made to the employees not later than the
21 next regular payday following the date the patron authorized the credit
22 card payment.

23 49. At all relevant times herein, Defendants had and continue to have a legal
24 obligation imposed by statute to pay all earned gratuities due to Plaintiff. Such gratuities
25 belonged to Plaintiff at the time the patrons authorized payment of gratuities for labor and
26 services HO the employees provided to the patrons, and accordingly such gratuities are the
27 property of Plaintiff, not Defendants.

28 50. Defendants, and specifically TANI HUYNH, knowingly and intentionally failed
to pay Plaintiff gratuities left for them by patrons. Instead, Defendants converted Plaintiff's
rightfully earned gratuities to Defendants' own use and benefit. Defendants converted such
gratuities as part of an intentional and deliberate scheme to maximize their profits, and
subsidize the cost of doing business at their employees' expense.

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1 51. At all relevant times herein, Plaintiff never consented to Defendants taking and
2 appropriating the credit card tips for themselves; and, in any event, Plaintiff's rights vis-a-viz
3 the credit card tips were inalienable.

4 52. Plaintiff was injured by Defendants' intentional conversion of such gratuities.
5 Plaintiff is entitled to immediate restitution and possession of all amounts converted by
6 Defendants, with interest.

7 53. In committing the foregoing acts, Defendants were guilty of oppression, fraud,
8 or malice, and, in addition to the actual damages caused thereby, Plaintiff is entitled to recover
9 damages for the sake of example and by way of punishing Defendants.

10 **Sixth Cause of Action**

11 **For Failure to Furnish Wage and Hour Statements**

12 **(California Labor Code § 226)**

13 **By HUONG HO Against All Defendants**

14 54. Plaintiff hereby incorporates by reference and re-alleges paragraphs 1 through
15 53, inclusive, as though set forth fully herein.

16 55. Labor Code § 226(a) required Defendants, "semimonthly or at the time of each
17 payment of wages," to furnish Plaintiff "an accurate itemized statement in writing" showing
18 gross and net wages earned, total hours worked by the employee/employees, rates of pay, and
19 other information. Defendants knowingly and intentionally failed to provide Plaintiff with
20 accurate wage and hour statements due to failure to accurately record hours worked, pay
21 Plaintiff at the appropriate hourly rates, failure to furnish meal and rest period premiums, theft
22 of wages, and payment of wages in both cash and check.

23 56. Plaintiff suffered injury because of Defendants' knowing and intentional failure
24 to provide her with the accurate wage and hour statements required by law.

25 57. Under Labor Code § 226, subsections (e) and (f), and based on Defendants'
26 conduct as alleged herein, Plaintiff is entitled to: (a) fifty dollars (\$50) for the initial pay period
27 in which a wage and hour statement violation occurred, and one hundred dollars (\$100) per
28 employee for each violation in a subsequent pay period, not exceeding an aggregate penalty

1 of four thousand dollars (\$4,000); (b) injunctive relief to ensure Defendants' compliance with
2 Labor Code § 226; and (c) an award of costs and reasonable attorney's fees.

3 **Seventh Cause of Action**

4 **For Waiting Time Penalties**

5 **(California Labor Code §§ 201 and 203)**

6 **By HUONG HO Against All Defendants**

7 58. Plaintiff hereby incorporates by reference and re-alleges paragraphs 1 through
8 57, inclusive, as though set forth fully herein.

9 59. Defendants willfully failed to pay Plaintiff accrued wages due to her promptly
10 upon separation, as required by California Labor Code § 201.

11 60. Based on Defendants' conduct as alleged herein, Defendants are liable for
12 statutory penalties pursuant to Labor Code § 203

13 **Eighth Cause of Action**

14 **For Failure to Indemnify for All Necessary Expenditures or Losses**

15 **(California Labor Code § 2802; IWC Wage Order No. 2-2001)**

16 **By HUONG HO Against All Defendants**

17 61. Plaintiff hereby incorporates by reference and re-alleges paragraphs 1 through
18 60, inclusive, as though set forth fully herein.

19 62. Code § 2802(a) provides:

20 An employer shall indemnify his or her employee for all necessary
21 expenditures or losses incurred by the employee in direct consequence
22 of the discharge of his or her duties, or of his or her obedience to the
23 directions of the employer, even though unlawful, unless the
24 employee, at the time of obeying the directions, believed them to be
25 unlawful.

24 63. HO was required to incur workplace expenses by way of unlawful deductions
25 from wages, in violation of Code §§ 221, 224. To date, Defendants have failed to indemnify
26 Plaintiff for these out-of-pocket expenses.

27 64. Under Code § 2802(c), Plaintiff is entitled to recover all reasonable costs,
28 including attorney's fees, incurred in enforcing his rights granted by § 2802.

1 **Ninth Cause of Action**

2 **For Illegal Offset Against Wages**

3 **(California Labor Code §§ 221, 224; IWC Wage Order No. 2-2001)**

4 **By HUONG HO Against All Defendants**

5 65. Plaintiff hereby incorporates by reference and re-alleges paragraphs 1 through 64
6 inclusive, as though set forth fully herein.

7 66. Code § 221 provides: “It shall be unlawful for any employer to collect or receive
8 from an employee any part of wages theretofore paid by said employer to said employee.”

9 67. HO was forced to accept less than all wages she earned due to Defendants’
10 wrongful taking of commissions and per-service fees, in violation of Code §§ 221, 224.

11 68. Plaintiff has been deprived of her rightfully earned wages as a direct and
12 proximate result of Defendants’ conduct described above. Plaintiff is entitled to recover such
13 amounts, plus interest thereon, attorney’s fees and costs.

14 **Tenth Cause of Action**

15 **Violation of Business & Professions Code §17200 *et seq.***

16 **By HUONG HO Against All Defendants**

17 69. Plaintiff hereby incorporates by reference and re-alleges paragraphs 1 through
18 68, inclusive, as though set forth fully herein.

19 70. During the limitations period, Defendant has engaged in unlawful, deceptive,
20 and unfair business practices, proscribed by Business & Professions Code § 17200 *et seq.*, thereby
21 depriving Plaintiff of the minimum working conditions and standards due her under California
22 law and Industrial Commission wage orders as described herein.

23 71. Defendants have engaged, and continue to engage, in unfair and unlawful
24 business practices in California by practicing, employing and utilizing the employment
25 practices outlined above, including, i.e., failing to (a) pay all minimum and overtime wages;
26 (b) provide mandatory meal and rest periods; (c) provide proper and accurate itemized wage
27 statements; (d) converting Plaintiff’s wages to their own benefit; and (e) pay all earned
28 compensation at time of separation, as described hereinabove.

72. Defendant's conduct regarding such unfair and unlawful business practices constitutes unfair, unlawful competition and provides an unfair advantage over Defendant's competitors.

73. Plaintiff seeks full restitution of monies, as necessary and according to proof, and to restore all monies withheld, acquired and/or converted by Defendants by means of the unfair practices complained of herein.

Eleventh Cause of Action

For Civil Penalties for Violations of the Labor Code

(California Labor Code Section 2698, *et seq.*)

By HUONG HO Individually, On Behalf of All Aggrieved Employees, and

On Behalf of the Public Against All Defendants

74. Plaintiff hereby incorporates by reference and re-alleges paragraphs 1 through 73, inclusive, as though set forth fully herein.

75. Throughout the PAGA Period, Defendants have violated and, on information and belief, continue to violate provisions of the Labor Code, including §§ 201, 202, 203, 204, 208, 221, 224, 226, 226.7, 510, 512, 1174, 1194, 1198, and 2802.

76. Labor Code sections 2699(a) and (g) authorize an aggrieved employee, on behalf of himself or herself and other current or former employees, to bring a civil action to recover civil penalties pursuant to the procedures specified in Labor Code § 2699.3.

77. Plaintiff has complied with the procedures for bringing suit specified in Labor Code § 2699.3. By letter dated March 19, 2021, Plaintiff gave written notice by online filing with the LWDA and by certified mail to defendants BELLE IMAGE SALON and HUYNH of Plaintiff's allegations of Defendants' violations of the Labor Code. By letter dated April 27, 2021, Plaintiff filed and served a revised written notice canvassing additional facts and theories of liability attributable to Defendants BELLE IMAGE SALON and HUYNH, as well as TRAN. The LWDA failed to notify this representative Plaintiff by certified mail that it does not intend to investigate the alleged violations within 60 calendar days of the postmark date of

1 the initial and revised notice filing and failed to send any notice within 65 days of Plaintiff's
2 filing of either notice of its intention to investigate Plaintiff's claimed violations.

3 78. Pursuant to Labor Code § 2699.3, subdivision (a)(2), Plaintiff may seek civil
4 penalties under the PAGA, codified at Labor Code §§ 2698, *et seq.*

5 79. Pursuant to Labor Code § 2699, subdivisions (a) and (f), Plaintiff is entitled to
6 recover civil penalties for Defendants' violations of Labor Code §§ 201, 202, 203, 204, 208, 221,
7 224, 226, 226.7, 510, 512, 1174, 1194, 1198, and 2802, in the following amounts:

- 8 a. For violation of Labor Code § 201, one hundred dollars (\$100) for each
9 underpaid employee for each pay period the employee was underpaid,
10 and two hundred dollars (\$200) for each subsequent violation for each
11 underpaid employee for each pay period (penalty amounts established by
12 Labor Code Section 2699(f)(2));
- 13 b. For violation of Labor Code § 204, one hundred dollars (\$100) for each
14 underpaid employee for each pay period the employee was underpaid,
15 and two hundred dollars (\$200) for each subsequent violation or any
16 willful or intentional violation, for each underpaid employee for each pay
17 period, plus 25 percent of the amount unlawfully withheld (penalty
18 amounts established by Labor Code Section 210);
- 19 c. For violation of Labor Code § 208, one hundred dollars (\$100) for each
20 aggrieved employee per pay period for the initial violation and two
21 hundred dollars (\$200) for each aggrieved employee per pay period for
22 each subsequent violation (penalty amounts established by Labor Code
23 Section 2699(f)(2));
- 24 d. For violation of Labor Code § 221, one hundred dollars (\$100) for each
25 aggrieved employee per pay period for the initial violation and two
26 hundred dollars (\$200) for each aggrieved employee per pay period for
27 each subsequent violation, plus 25 percent of the amount unlawfully
28 withheld (penalty amounts established by Labor Code Section 225.5);

- 1 e. For violation of Labor Code § 224, one hundred dollars (\$100) for each
2 aggrieved employee per pay period for the initial violation and two
3 hundred dollars (\$200) for each aggrieved employee per pay period for
4 each subsequent violation (penalty amounts established by Labor Code
5 Section 2699(f)(2));
- 6 f. For violation of Labor Code § 226(a), two hundred fifty dollars (\$250) for
7 each employee per pay period for the initial violation and one thousand
8 dollars (\$1,000) per employee in a subsequent violation (penalty amounts
9 established by Labor Code Section 226.3) *or* one hundred dollars (\$100)
10 for each aggrieved employee per pay period for the initial violation and
11 two hundred dollars (\$200) for each aggrieved employee per pay period
12 for each subsequent violation;
- 13 g. For violation of Labor Code § 226(b), one hundred dollars (\$100) for each
14 aggrieved employee per pay period for the initial violation and two
15 hundred dollars (\$200) for each aggrieved employee per pay period for
16 each subsequent violation (penalty amounts established by Labor Code
17 Section 2699(f)(2));
- 18 h. For violation of Labor Code § 226.7, one hundred dollars (\$100) for each
19 aggrieved employee per pay period for the initial violation and two
20 hundred dollars (\$200) for each aggrieved employee per pay period for
21 each subsequent violation (penalty amounts established by Labor Code
22 Section 2699(f)(2));
- 23 i. For violation of Labor Code § 510, fifty dollars (\$50) for each underpaid
24 employee for each pay period the employee was underpaid in addition to
25 an amount sufficient to recover underpaid wages, and one hundred
26 dollars (\$100) for each subsequent violation for each underpaid employee
27 for each pay period in addition to an amount sufficient to recover
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underpaid wages (penalty amounts established by Labor Code Section 558);

j. For violation of Labor Code § 512, fifty dollars (\$50) for each underpaid employee for each pay period the employee was underpaid in addition to an amount sufficient to recover underpaid wages, and one hundred dollars (\$100) for each subsequent violation for each underpaid employee for each pay period in addition to an amount sufficient to recover underpaid wages (penalty amounts established by Labor Code Section 558);

k. For violation of Labor Code § 1174, five hundred dollars (\$500) for any person employing labor who willfully fails to maintain the records required by subdivision (c) of Section 1174 or accurate and complete records required by subdivision (d) of Section 1174 (penalty amounts established by Labor Code Section 1174.5);

l. For violation of Labor Code § 1194(a), one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation (penalty amounts established by Labor Code Section 2699(f)(2));

m. For violation of Labor Code § 1198, one hundred dollars (\$100) for each underpaid employee for each pay period the employee was underpaid, and two hundred dollars (\$200) for each subsequent violation for each underpaid employee for each pay period (penalty amounts established by Labor Code Section 2699(f)(2)); and

n. For violation of Labor Code § 2802, one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for

1 each subsequent violation (penalty amounts established by Labor Code
2 Section 2699(f)(2)).

3 Plaintiff further demands reasonable attorney's fees, costs of suit, and interest pursuant to
4 California Labor Code §§ 2699(g)(1).

5 **Prayer for Relief**

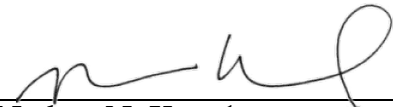
6 WHEREFORE, Plaintiff hereby prays that the Court enter judgment in her favor and
7 against Defendants and Does 1 through 10, Inclusive, and each of them, as follows:

- 8 1. For punitive damages on Plaintiffs' Fifth Causes of Action in an amount
9 sufficient to punish Defendants for the wrongful conduct alleged therein and to
10 deter such conduct in the future;
- 11 2. For unpaid wages in an amount according to proof;
- 12 3. For overtime compensation in an amount according to proof;
- 13 4. For meal period compensation in an amount according to proof;
- 14 5. For rest period compensation in an amount according to proof;
- 15 6. For unlawfully converted gratuities plus interest;
- 16 7. For Labor Code § 226(e) statutory penalties in an amount according to proof;
- 17 8. For Labor Code § 203 penalties in an amount according to proof;
- 18 9. For civil penalties in accordance with Labor Code § 2698, *et seq.*;
- 19 10. For prejudgment interest on the foregoing at the legal rate;
- 20 11. For reasonable attorney fees where applicable;
- 21 12. For costs of suit incurred herein;
- 22 13. For such further relief as the Court may deem appropriate.

23 **Plaintiffs hereby demands jury trial of this matter.**

24 Dated: July 1, 2021

KASED LAW GROUP APC

25 By: 
26 Nathan N. Kased
27 Janine R. Menhennet
28 Attorneys for Plaintiff
HUONG HO and
PAGA Aggrieved Employees