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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF VENTURA

CHRISTIANE LANGE APPELATE, as
an individual and on behalf of aggrieved
employees,

Plaintiff,

vs.

SEED BEAUTY, LLC, a California
limited liability company; COLOUR POP
DISC COMPANY, a California
corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: 56-2021-00556344-CU-OE-VTA

**PAGA REPRESENTATIVE ACTION
COMPLAINT FOR:**

**(1) VIOLATION OF LABOR CODE § 2698,
ET SEQ., THE PRIVATE ATTORNEYS
GENERAL ACT**

DEMAND OVER \$25,000.00

1 Plaintiff Christiane Lange Applegate (“Plaintiff”) hereby submits this PAGA
2 Representative Action Complaint (“Complaint”) against Defendants Seed Beauty, LLC, Colour
3 Pop Disc Company, and Does 1 through 50 (collectively, “Defendants”), on behalf of herself and
4 all other aggrieved of Defendants for penalties pursuant to the Private Attorneys General Act,
5 Labor Code § 2698, *et seq.* (“PAGA”), for Defendants’ violations of the California Labor Code,
6 as follows:

7 **INTRODUCTION**

8 1. This Complaint is within the Court’s jurisdiction under California Labor Code §§
9 201-204, 226(a), 226.7, 510, 512, 558, 1194, 1197, 1197.1, and 2698, *et seq.*, and the applicable
10 Wage Orders of the California Industrial Welfare Commission (“IWC”).

11 2. This Complaint challenges systemic illegal employment practices resulting in
12 violations of the California Labor Code against individuals who worked for Defendants.

13 3. Plaintiff is informed and believes, and based thereon alleges, that Defendants,
14 jointly and severally, have acted intentionally and with deliberate indifference and conscious
15 disregard to the rights of all employees by failing to pay minimum, regular, and overtime wages
16 for all hours worked, failing to provide off-duty meal breaks, failing to timely pay wages upon
17 separation of employment, and failing to provide accurate itemized wage statements to its
18 employees in the State of California.

19 4. Plaintiff is informed and believes, and based thereon alleges, that Defendants
20 have engaged in, among other things a system of willful violations of the California Labor Code,
21 by creating and maintaining policies, practices, and customs that knowingly deny employees the
22 above stated rights and benefits.

23 **JURISDICTION AND VENUE**

24 5. The Court has jurisdiction over the violations of the California Labor Code §§
25 201-204, 226(a), 226.7, 510, 512, 558, 1194, 1197, 1197.1, and 2698, *et seq.*, and the IWC Wage
26 Orders.

27 6. Venue is proper in Ventura County, because Defendants are located in Ventura
28 County and Plaintiff worked for Defendants in Ventura County.

PARTIES

7. Plaintiff was employed by Defendants from in or about August 2019, to in or about March 2020, and from on or about September 14, 2020, to on or about October 27, 2020. Throughout her employment with Defendants, Plaintiff worked as an Operator, assisting in the manufacture, assembly, and packaging of products. Throughout her employment with Defendants, Plaintiff worked as a non-exempt employee and was paid hourly.

8. Plaintiff was and is the victims of the policies, practices, and customs of Defendants complained of in this action in ways that have deprived her of the rights guaranteed by California Labor Code §§ 201-204, 226(a), 226.7, 510, 512, 558, 1194, 1197, 1197.1, and 2698, *et seq.*, and the IWC Wage Orders.

9. Plaintiff is informed and believes, and based thereon alleges, that Defendant Seed Beauty, LLC was and is a California limited liability company that maintains operations and does business in the State of California, including in Ventura County, California. Plaintiff is informed and believes, and based thereon alleges, that Defendant Seed Beauty, LLC engages in the development, sales, and marketing of cosmetics companies.

10. Plaintiff is informed and believes, and based thereon alleges, that Defendant Colour Pop Disc Company was and is a California corporation that maintains operations and does business in the State of California, including in Ventura County, California. Plaintiff is informed and believes, and based thereon alleges, that Defendant Colour Pop Disc Company manufactures and sells cosmetics.

11. Plaintiff is informed and believes, and based thereon alleges, that at all times herein mentioned Does 1 through 50, are and were corporations, business entities, individuals, and partnerships, licensed to do business and actually doing business in the State of California. As such and based upon all the facts and circumstances incident to Defendants' business, Defendants are subject to the California Labor Code and the IWC Wage Orders.

12. Plaintiff does not know the true names or capacities, whether individual, partner or corporate, of the defendants sued herein as Does 1 through 50, inclusive, and for that reason, said defendants are sued under such fictitious names, and Plaintiff prays for leave to amend this

1 Complaint when the true names and capacities are known. Plaintiff is informed and believes and
2 based thereon alleges that each of said fictitious defendants was responsible in some way for the
3 matters alleged herein and proximately caused Plaintiff and members of the general public and
4 class to be subject to the illegal employment practices, wrongs and injuries complained of herein.

5 13. At all times herein mentioned, each of said Defendants participated in the doing
6 of the acts hereinafter alleged to have been done by the named Defendants; and furthermore,
7 Defendants, and each of them, were the agents, servants and employees of each of the other
8 defendants, as well as the agents of all Defendants, and at all times herein mentioned, were
9 acting within the course and scope of said agency and employment.

10 14. Plaintiff is informed and believes, and based thereon alleges, that at all times
11 material hereto, each of the Defendants named herein was the agent, employee, alter ego and/or
12 joint venturer of, or working in concert with each of the other co-Defendants and was acting
13 within the course and scope of such agency, employment, joint venture, or concerted activity.
14 To the extent said acts, conduct, and omissions were perpetrated by certain Defendants, each of
15 the remaining Defendants confirmed and ratified said acts, conduct, and omissions of the acting
16 Defendants.

17 15. At all times herein mentioned, Defendants, and each of them, were members of,
18 and engaged in, a joint venture, partnership, and common enterprise, and acting within the course
19 and scope of, and in pursuance of, said joint venture, partnership, and common enterprise.

20 16. At all times herein mentioned, the acts and omissions of various Defendants, and
21 each of them, concurred and contributed to the various acts and omissions of each and all of the
22 other Defendants in proximately causing the injuries and damages as herein alleged. At all times
23 herein mentioned, Defendants, and each of them, ratified each and every act or omission
24 complained of herein. At all times herein mentioned, Defendants, and each of them, aided and
25 abetted the acts and omissions of each and all of the other Defendants in proximately causing the
26 damages as herein alleged.

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FIRST CAUSE OF ACTION

VIOLATION OF LABOR CODE § 2698, *ET SEQ.*

(BY PLAINTIFF AND AGGRIEVED EMPLOYEES AGAINST ALL DEFENDANTS)

17. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though fully set forth herein.

18. Plaintiff brings this cause of action as a proxy for the State of California and in this capacity, seeks penalties on behalf of all current and former non-exempt employees who worked for Defendants in the State of California from May 18, 2020, through the present (“Aggrieved Employees”), for Defendants’ violations of Labor Code §§ 201-204, 226(a), 226.7, 510, 512, 558, 1194, 1197, and 1197.1, arising from Defendants’ policy and practice of: (a) failing to pay minimum, regular, and overtime wages for time spent undergoing security check-in/check-out procedures while off-the-clock, in violation of Labor Code §§ 201-204, 510, 558, 1194, 1197, and 1197.1; (b) failing to provide off-duty meal breaks as a result of having employees undergo security check-in/check-out procedures prior to being allowed to take their meal breaks and before being allowed to enter work premises, in violation of Labor Code §§ 226.7 and 512; (c) failing to timely pay wages upon separation of employment as a result of the unpaid wages for off-the-clock work, in violation of Labor Code §§ 201-204; and (d) failing to provide accurate itemized wage statements, in violation of Labor Code § 226(a).

19. Labor Code §§ 201-204, 510, 558, 1194, 1197, and 1197.1 require an employer to pay employees regular, minimum, and overtime wages for all hours worked. Defendants failed to comply with the Labor Code by failing to pay all earned regular, minimum, and overtime wages to Plaintiff and Aggrieved Employees. Specifically, Defendants required Plaintiff and Aggrieved Employees to undergo security check-in procedures before being allowed to enter work premises at the start of their shifts and security check-out procedures before being allowed to leave work premises at the end of their shifts. Said check-in and check-out procedures were conducted off-the-clock – before employees clocked in for the shifts and/or after they had already clocked out of the shifts at the end of the day. Defendants failed to pay Plaintiff and Aggrieved Employees for any time spent undergoing said check-in and check-out procedures,

1 and thus Plaintiff and Aggrieved Employees were not paid minimum, regular, and overtime
2 wages for all hours worked.

3 20. Pursuant to Labor Code §§ 226.7 and 512, an employer is required to provide a
4 duty-free, 30-minute meal period within the first five (5) hours for shifts in excess of (5) hours
5 per day. An employer has the obligation to provide a second duty-free, 30-minute meal period
6 for shifts in excess of ten (10) hours per day. Plaintiff and Aggrieved Employees regularly
7 worked in excess of five (5) hours per day and accordingly had a right to take a 30-minute meal
8 period each day worked in excess of five (5) hours. Furthermore, Plaintiff and Aggrieved
9 Employees who worked in excess of ten (10) hours per day had a right to take a second 30-
10 minute meal period each day worked in excess of ten (10) hours.

11 21. Specifically, Defendants violated Labor Code §§ 226.7 and 512 by failing to
12 provide duty-free, 30-minute meal breaks to Plaintiff and Aggrieved Employees. In this regard,
13 Plaintiff and other employees were required to undergo check-in/check-out procedures after
14 clocking out for their meal breaks and/or before clocking in after their meal breaks. As a result,
15 Plaintiff and other Aggrieved Employees were denied the opportunity to take off-duty meal
16 breaks because they remained under Defendants' control by virtue of having to undergo these
17 security checks. Defendants did not pay Plaintiff and other employees meal period premium
18 compensation in lieu of providing compliant meal breaks, as required by law.

19 22. Plaintiff and Aggrieved Employees have yet to receive all of the wages owed to
20 them, including the minimum, regular, and overtime wages and unpaid meal period
21 compensation. As such, Plaintiff and Aggrieved Employees did not receive all of their wages
22 upon termination of employment. Thus, this violates Labor Code §§ 201-203 as Defendants
23 have failed to pay all wages owed upon separation of employment.

24 23. Lastly, Defendants have failed in their affirmative obligation to provide accurate
25 itemized wage statements in violation of Labor Code § 226(a). Labor Code § 226(a) requires
26 employers to provide itemized wage statements to its employees that identify accurate
27 information, including without limitation, total hours worked by the employee, gross wages
28 earned, net wages earned, and all applicable hourly rates of pay and hours worked. Here,

1 Plaintiff and Aggrieved Employees were not provided accurate itemized wage statements that
2 listed the requirements under Labor Code § 226(a). In particular, as a result of Defendant's
3 failure to pay wages and meal period violations alleged above, the wage statements issued to
4 Plaintiff and Aggrieved Employees identified the incorrect gross wages earned, net wages
5 earned, and total hours worked, as well as wages for premium pay for missed meal periods.

6 24. On or about May 18, 2021, Plaintiff sent written notice to the California Labor &
7 Workforce Development Agency ("LWDA") of Defendants' violations of Labor Code §§ 201-
8 204, 226(a), 226.7, 510, 512, 558, 1194, 1197, and 1197.1, pursuant to the PAGA. To date, the
9 LWDA has not responded to Plaintiff's written notice. In addition to the LWDA, Plaintiff also
10 sent her notice to Defendants via certified mail pursuant to Labor Code § 2699.3.

11 25. As such, pursuant to Labor Code § 2699(a), Plaintiff seeks recovery of any and all
12 applicable civil penalties for Defendants' violation of Labor Code §§ 201-204, 226(a), 226.7,
13 510, 512, 558, 1194, 1197, and 1197.1, for the time period described above, on behalf of herself
14 and other Aggrieved Employees.

15 **PRAYER FOR RELIEF**

16 1. WHEREFORE, Plaintiff prays for judgment for herself and all others on whose
17 behalf this suit is brought against Defendants, jointly and severally, as follows:

18 2. Upon the First Cause of Action, for the full amount of penalties pursuant to
19 California Labor Code §§ 226.3 and 2698, *et seq.*, and for costs and attorneys' fees;

20 3. For such other and further relief the Court may deem just and proper.

21
22 DATED: July 20, 2021

DIVERSITY LAW GROUP, P.C.

23
24 By: 

Larry W. Lee

Mai Tulyathan

Attorneys for Plaintiff and Aggrieved Employees