

Assigned for all purposes to: Stanley Mosk Courthouse, Judicial Officer: Daniel Murphy

Jonathan M. Genish (CA State Bar No. 259031)
jgenish@blackstonepc.com
Jill J. Parker (CA State Bar No. 274230)
jparker@blackstonepc.com
BLACKSTONE LAW, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Telephone: (310) 622-4278 / Fax: (855) 786-6356

Attorneys for Plaintiff Sasha Aiono

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

SASHA AIONO, individually, and on behalf of
Aggrieved Employees pursuant to the California
Private Attorneys General Act;

Plaintiff,

vs.

BENEFIT COSMETICS, LLC, a Delaware
limited liability company; and DOES 1 through
25, inclusive,

Defendants.

Case No. **21STCV33719**

**COMPLAINT FOR ENFORCEMENT
ACTION UNDER THE PRIVATE
ATTORNEYS GENERAL ACT,
CALIFORNIA LABOR CODE §§ 2698 ET
SEQ.**

COMES NOW, Plaintiff SASHA AIONO (“Plaintiff”), individually, and on behalf of other aggrieved employees pursuant to the California Labor Code Private Attorneys General Act, and alleges as follows:

INTRODUCTION

1. This is an enforcement action under the California Labor Code Private Attorneys General Act of 2004, California Labor Code sections 2698, et seq. (“PAGA”) to recover civil penalties on behalf of Plaintiff, the State of California, and all individuals who worked for Defendants in the State of California as hourly-paid and/or non-exempt employees at any time during the period from August 10, 2020 to final judgment (“Aggrieved Employees”).

2. BENEFIT COSMETICS, LLC and/or DOES 1 through 25 (collectively “Defendants”), are manufacturers and retailers of cosmetics, and also provide beauty salon services such as waxing in their stores.

3. Plaintiff alleges, on behalf of herself and the Aggrieved Employees, that Defendants systematically deprived their hourly-paid and/or non-exempt employees of the overtime wages and minimum wages to which they were entitled by requiring them to perform work duties off-the-clock.

4. Plaintiff further alleges that Defendants failed to provide Plaintiff and the Aggrieved Employees with all of the meal and rest periods to which they were entitled. Moreover, on occasions when Defendants issued a premium payment pursuant to California Labor Code 226.7(b), Defendants failed to do so at the correct rate by failing to include non-discretionary bonuses, commissions, and incentive pay in the regular rate of compensation.

5. Defendants required Plaintiff and the Aggrieved Employees to use their personal cell phones for work purposes, but failed to reimburse them for the use of their phones.

6. As a result, Defendants violated California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802. Through this action, Plaintiff seeks to recover all available remedies under PAGA, including, but not limited to, civil penalties and attorney’s fees and costs.

JURISDICTION AND VENUE

7. This Court has jurisdiction over this action pursuant to the California Constitution,

1 Article VI, section 10. The statutes under which this action is brought do not specify any other basis
2 for jurisdiction.

3 8. This Court has jurisdiction over all Defendants because, upon information and belief,
4 Defendants are citizens and residents of California, regularly conduct business in California, have
5 sufficient minimum contacts in California, and/or otherwise intentionally avail themselves of the
6 California market so as to render the exercise of jurisdiction over them by California courts consistent
7 with traditional notions of fair play and substantial justice. Further, no federal question is at issue
8 because the claims asserted herein are based solely on California law.

9 9. Venue is proper in the judicial district and the County of Los Angeles, California,
10 because Plaintiff and many of the Aggrieved Employees worked for Defendants in the County of Los
11 Angeles. Upon information and belief, Defendants maintain offices, have agents, employ individuals,
12 and/or transact business in the State of California, County of Los Angeles.

13 **THE PARTIES**

14 10. At all times herein mentioned, Plaintiff Sasha Aiono was a resident of the County of
15 Los Angeles, State of California.

16 11. At all times herein mentioned, Defendant BENEFIT COSMETICS, LLC, a Delaware
17 limited liability company, was and is an employer whose employees are engaged in the State of
18 California, including the County of Los Angeles.

19 12. Plaintiff is unaware of the true names or capacities of the Defendants sued herein under
20 the fictitious names DOES 1 through 25 but will seek leave of this Court to amend the complaint and
21 serve such fictitiously named Defendants once their names and capacities become known.

22 13. Plaintiff is informed and believes, and based thereon alleges, that each and all of the
23 acts and omissions alleged herein were performed by, or are attributable to Defendant BENEFIT
24 COSMETICS, LLC and/or DOES 1 through 25, each acting as the agent, employee, alter ego, and/or
25 joint venturer of, or working in concert with, each of the other co-Defendants and within the course
26 and scope of such agency, employment, joint venture, or concerted activity with legal authority to act
27 on the others' behalf. The acts of any and all Defendants represent and were in accordance with
28 Defendants' official policy.

14. At all relevant times, Defendants were the employers of Plaintiff within the meaning of all applicable state laws and statutes. Defendants directly or indirectly controlled or affected the working conditions, wages, working hours, and conditions of employment of Plaintiff so as to make each of said Defendants employers and employers liable under the statutory provisions set forth herein.

15. Defendants had the authority to hire and terminate Plaintiff and the Aggrieved Employees, to set work rules and conditions governing Plaintiff and the Aggrieved Employees' employment, and to supervise their daily employment activities.

16. Defendants exercised sufficient authority over the terms and conditions of Plaintiff's and the Aggrieved Employees' employment for them to be joint employers of Plaintiff and the Aggrieved Employees.

17. Defendants directly hired and paid wages and benefits to Plaintiff and the Aggrieved Employees.

18. Defendants continue to employ hourly paid and/or non-exempt employees within the State of California.

19. At all relevant times, Defendants, and each of them, ratified each and every act or omission complained of herein. At all relevant times, Defendants, and each of them, aided and abetted the acts and omissions of each and all the other Defendants in proximately causing the damages herein alleged.

20. Plaintiff is informed and believes, and based thereon alleges, that each of said Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts, omissions, occurrences, and transactions alleged herein.

GENERAL ALLEGATIONS

21. From approximately January 2018 to June 2021, Defendants, jointly and severally, employed Plaintiff as a non-exempt, hourly-paid Aesthetician in the County of Los Angeles. Plaintiff worked at Defendant's boutique located at 8387 West 3rd Street, Los Angeles, California 90048.

22. Defendants hired Plaintiff and the Aggrieved Employees but failed to properly pay them all overtime wages and minimum wages due, failed to provide them with all meal periods and rest periods to which they were entitled, failed to timely pay them all wages during their employment,

1 failed to timely pay them all wages due upon termination of their employment, failed to provide them
2 with accurate itemized wage statements, failed to maintain accurate payroll records, failed to
3 reimburse them for necessary business expenses, and failed to provide and adhere to other related
4 protections afforded by the California Labor Code and applicable Industrial Welfare Commission
5 (“IWC”) Wage Order.

6 23. Plaintiff and the Aggrieved Employees worked over eight (8) hours in a day, and/or
7 forty (40) hours in a week during their employment with Defendants.

8 24. In addition to their base hourly rate of pay, Plaintiff and the Aggrieved Employees
9 earned non-discretionary bonuses, commissions, and/or incentive pay.

10 25. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
11 should have known that pursuant to California Labor Code sections 510 and 1198, and the applicable
12 IWC Wage Order, Plaintiff and the Aggrieved Employees were entitled to receive certain wages for
13 overtime compensation and that Plaintiff and the Aggrieved Employees were not receiving certain
14 wages for overtime compensation. By way of example, Defendants required Plaintiff and the
15 Aggrieved Employees to work off-the-clock. This off-the-clock work includes, but is not limited to,
16 requiring Plaintiff and the Aggrieved Employees to submit to COVID-19 screenings prior to clocking-
17 in. Plaintiff and the Aggrieved Employees were required to fill out a questionnaire and have their
18 temperature taken prior to clocking-in, which took up to approximately ten (10) minutes. Plaintiff and
19 the Aggrieved Employees performed other work duties off-the-clock, including but not limited to,
20 providing customer service; making sales; cleaning; responding to work calls, e-mails, and text
21 messages; and attending training sessions for facial waxing.

22 26. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
23 should have known that pursuant to California Labor Code sections 1194, 1197, 1197.1, and the
24 applicable IWC Wage Order, Plaintiff and the Aggrieved Employees were entitled to receive at least
25 minimum wages for all hours worked and that Plaintiff and the Aggrieved Employees were not
26 receiving minimum wages for all hours worked. Defendants required Plaintiff and the Aggrieved
27 Employees to perform work off-the-clock, including but not limited to, undergoing COVID-19
28 screenings; providing customer service; making sales; cleaning; responding to work calls, e-mails, and

1 text messages; and attending training sessions for facial waxing.

2 27. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
3 should have known that pursuant to California Labor Code sections 226.7, 512, and the applicable
4 IWC Wage Order, Plaintiff and the Aggrieved Employees were entitled to receive a meal period or
5 payment of one (1) additional hour of pay at their regular rate of compensation when they were not
6 provided with an uninterrupted meal period of no less than thirty (30) minutes for a work period of
7 more than five hours per day and that Plaintiff and the Aggrieved Employees were entitled to receive
8 a second meal period or payment of one (1) additional hour of pay at their regular rate of compensation
9 when they were not provided with an uninterrupted second meal period of no less than thirty (30)
10 minutes for a work period of more than ten (10) hours per day. However, Plaintiff and the Aggrieved
11 Employees did not receive all meal periods or payment of one (1) additional hour of pay at their regular
12 rate of compensation when a meal period was missed, shortened, taken late, and/or interrupted.

13 28. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
14 should have known that pursuant to California Labor Code section 226.7 and the applicable IWC
15 Wage Order, Plaintiff and the Aggrieved Employees were entitled to receive all rest periods or
16 payment of one (1) additional hour of pay at their regular rate of compensation when they were not
17 provided with an uninterrupted rest period of no less than ten (10) minutes for every four hours, or
18 major fraction thereof, worked. However, Plaintiff and the Aggrieved Employees did not receive all
19 rest periods or payment of one (1) additional hour of pay at their regular rate of compensation when a
20 rest period was missed, shortened, taken late, and/or interrupted.

21 29. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
22 should have known that pursuant to California Labor Code section 204, Plaintiff and the Aggrieved
23 Employees were entitled to timely payment of wages during their employment. Plaintiff and the
24 Aggrieved Employees did not receive payment of all wages, including, but not limited to, overtime
25 wages, minimum wages, meal period premium wages, and rest period premium wages within
26 permissible time periods.

27 30. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
28 should have known that Plaintiff and the Aggrieved Employees were entitled to receive all wages

1 upon termination of employment, including, without limitation, overtime wages, minimum wages,
2 meal period premium wages, and rest period premium wages, and that Plaintiff and the Aggrieved
3 Employees did not receive payment of all wages upon termination of employment in violation of
4 California Labor Code sections 201 and 202.

5 31. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
6 or should have known that they were required to provide Plaintiff and the Aggrieved Employees
7 with complete and accurate itemized wage statements pursuant to California Labor Code section
8 226, but failed to do so.

9 32. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
10 or should have known that pursuant to California Labor Code section 1174, Defendants had to keep
11 complete and accurate payroll records for Plaintiff and the Aggrieved Employees in accordance with
12 California law, but, in fact, did not keep complete and accurate payroll records.

13 33. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
14 or should have known pursuant to California Labor Code sections 2800 and 2802 that Plaintiff and
15 the Aggrieved Employees were entitled to reimbursement for necessary business-related expenses,
16 but, in fact, did not reimburse Plaintiff and the Aggrieved Employees for necessary business-related
17 expenses, including, but not limited to, reimbursement for the use of personal cell phones for work.

18 34. In response to the COVID-19 pandemic, the Judicial Council of California enacted
19 Emergency Rule 9 to the California Rules of Court, which provided that, notwithstanding any other
20 law, the statutes of limitations and repose for civil causes of action that exceed 180 days are tolled
21 from April 6, 2020, until October 1, 2020.

22 **PAGA ALLEGATIONS**

23 35. At all times set forth herein, PAGA was applicable to Plaintiff's employment by
24 Defendants.

25 36. At all times set forth herein, PAGA provides that any provision of law under the
26 California Labor Code that provides for a civil penalty, including unpaid wages and premium wages,
27 to be assessed and collected by the California Labor & Workforce Development Agency ("LWDA")
28 for violations of the California Labor Code may, as an alternative, be recovered through a civil action

brought by an aggrieved employee on behalf of herself and other current or former employees pursuant to procedures outlined in California Labor Code section 2699.3.

37. Pursuant to PAGA, a civil action may be brought by an “aggrieved employee,” who is any person that was employed by the alleged violator and against whom one or more of the alleged violations was committed.

38. Plaintiff was employed by Defendants and the alleged violations were committed against her during her time of employment and she is, therefore, an aggrieved employee. Plaintiff and the other employees are “aggrieved employees” as defined by California Labor Code section 2699(c) in that they are current or former employees of Defendants and one of more of the alleged violations were committed against them.

39. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved employee, including Plaintiff, may pursue a civil action arising under PAGA after the following requirements have been met:

(a) The aggrieved employee shall give written notice by certified mail (hereinafter “Employee’s Notice”) to the LWDA and the employer of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violations.

(b) The LWDA shall provide notice (hereinafter “LWDA Notice”) to the employer and the aggrieved employee by certified mail that it does not intend to investigate the alleged violation within sixty (60) calendar days of the postmark date of the Employee’s Notice. Upon receipt of the LWDA Notice, or if the LWDA Notice is not provided within sixty five (65) calendar days of the postmark date of the Employee’s Notice, the aggrieved employee may commence a civil action pursuant to California Labor Code section 2699 to recover civil penalties in addition to any other penalties to which the employee may be entitled.

40. On August 10, 2021, Plaintiff provided notice by electronic submission to the LWDA and by certified mail to Defendants regarding the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violations, pursuant to Labor

1 Code section 2699.3.

2 41. Therefore, the administrative prerequisites under California Labor Code section
3 2699.3(a) to recover civil penalties against Defendants, in addition to other remedies for violations of
4 California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197,
5 1197.1, 1198, 2800 and 2802 will have been satisfied upon expiration of the sixty-five day notice
6 period.

7 **FIRST CAUSE OF ACTION**

8 **Violation of California Labor Code §§ 2698, Et Seq.**

9 **(Against BENEFIT COSMETICS, LLC and DOES 1-25)**

10 42. Plaintiff incorporates herein by specific reference, as though fully set forth, the
11 allegations in all preceding paragraphs.

12 43. PAGA expressly establishes that any provision of the California labor Code which
13 provides for a civil penalty to be assessed and collected by the LWDA, or any of its departments,
14 divisions, commissions, boards, agencies or employees for a violation of the California Labor Code,
15 may be recovered through a civil action brought by an aggrieved employee on behalf of himself or
16 herself, and other current or former employees.

17 44. Whenever the LWDA, or any of its departments, divisions, commissions, boards,
18 agencies, or employees has discretion to assess a civil penalty, a court in a civil action is authorized to
19 exercise the same discretion, subject to the same limitations and conditions, to assess a civil penalty.

20 45. Plaintiff and the other hourly-paid, non-exempt employees are “Aggrieved Employees”
21 as defined by California Labor Code section 2699(c) in that they are all current or former employees
22 of Defendants, and one or more of the alleged violations were committed against them.

23 46. Defendants’ conduct, as alleged herein, violates numerous sections of the California
24 Labor Code, including, but not limited to, the following:

25 (a) Violation of California Labor Code sections 510 and 1198 for failure to pay
26 overtime wages, as set forth more fully below;

27 (b) Violation of California Labor Code sections 1194, 1197, and 1197.1 for failure to
28 pay minimum wages, as set forth more fully below;

- (c) Violation of California Labor Code sections 226.7 and 512(a) for failure to provide legally required meal periods, as set forth more fully below;
- (d) Violation of California Labor Code section 226.7 for failure to provide legally required rest periods, as set forth more fully below;
- (e) Violation of California Labor Code section 204 for failure to timely pay wages to Plaintiff and Aggrieved Employees during employment, as set forth more fully before;
- (f) Violation of California Labor Code sections 201, 202, and 203 for failure to pay all wages at time of discharge from employment, as set forth more fully below;
- (g) Violation of California Labor Code section 226(a) for failure to provide accurate wage statements to Plaintiff and Aggrieved Employees, as set forth more fully below;
- (h) Violation of California Labor Code section 1174(d) for failure to keep complete and accurate payroll records relating to Plaintiff and Aggrieved Employees, as set forth more fully below; and
- (i) Violation of California Labor Code sections 2800 and 2802 for failure to reimburse Plaintiff and Aggrieved Employees for necessary business-related expenses, as set forth more fully below.

47. Pursuant to PAGA, and in particular Labor Code sections 2699(a), 2699.3, and 2699.5, Plaintiff, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for Plaintiff, all Aggrieved Employees, and the State of California against Defendants, in addition to other remedies, for violations of Labor Code sections set forth herein. Pursuant to California Labor Code section 2699(i), civil penalties recovered by Aggrieved Employees shall be distributed as follows: seventy-five percent (75%) to the LWDA for the enforcement of labor laws and education of employers and employees about their rights and responsibilities and twenty-five (25%) to the Aggrieved Employees. Further, and as authorized by the California Labor Code sections 210, 218.5, and 2699, Plaintiff seeks recovery of her attorneys' fees and costs.

///

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8

- 2
- 3
- 4
- 5

6
7
8
9

0
1
2

3
4
5
6
7

8
9
20
21
22

23
24
25

26

27
28

employees, and the payment of a wage less than the minimum so fixed is unlawful. Defendants' failure to pay minimum wages included, *inter alia*, Defendants' failure to pay Plaintiff and the Aggrieved Employees any wages for time spent working "off-the-clock" performing duties, including, but not limited to, undergoing COVID-19 screenings; providing customer service; making sales; cleaning; responding to work calls, e-mails, and text messages; and attending training sessions for facial waxing. Accordingly, Defendants regularly failed to pay at least minimum wages to Plaintiff and Aggrieved Employees for all of the hours they worked in violation of California Labor Code sections 1194, 1197 and 1197.1.

55. Defendants' failure to pay Plaintiff and Aggrieved Employees the minimum wage as required violates California Labor Code sections 1194, 1197 and 1197.1.

Failure to Provide Meal Periods

56. At all relevant times herein set forth, California Labor Code section 226.7 has provided that no employer shall require an employee to work during any meal period mandated by an applicable IWC Order.

57. At all relevant times herein set forth, California Labor Code section 512(a) has provided that an employer may not require, cause, or permit an employee to work for a period of more than five (5) hours per day without providing the employee with a meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee.

58. During the relevant time period, Plaintiff and Aggrieved Employees who were scheduled to work for a period of time no longer than six (6) hours, and who did not waive their legally mandated meal periods by mutual consent, were required to work for periods longer than five (5) hours without a meal period of not less than thirty (30) minutes.

59. During the relevant time period, Plaintiff and the Aggrieved Employees, who were scheduled to work for a period of time in excess of six (6) hours, were required to work for periods longer than five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes.

60. During the relevant time period, Plaintiff and the Aggrieved Employees,

1 who were scheduled to work for a period of time in excess of ten (10) hours but no longer then twelve
2 (12) hours, and who did not waive their legally-mandated meal periods by mutual consent, were
3 required to work in excess of ten (10) hours without receiving a second uninterrupted meal period of
4 not less than thirty (30) minutes.

5 61. During the relevant time period, Plaintiff and the Aggrieved Employees,
6 who were scheduled to work for a period of time in excess of twelve (12) hours, were required to work
7 for periods longer than ten (10) hours without a second uninterrupted meal period of not less than
8 thirty (30) minutes.

9 62. During the relevant time period, Defendants willfully required Plaintiff and the
10 Aggrieved Employees to work during meal periods and failed to compensate Plaintiff and Aggrieved
11 Employees for work performed during meal periods. By way of example, Defendants failed to relieve
12 Plaintiff of all duties such that Plaintiff could take compliant meal periods. As a result, Plaintiff
13 worked through mandated meal periods.

14 63. Defendants failed to pay Plaintiff and the Aggrieved Employees the full meal period
15 premium due in violation of California Labor Code sections 226.7 and 512 on each occasion when a
16 timely, uninterrupted meal period of at least thirty (30) minutes was not provided. Defendants failed
17 to incorporate all nondiscretionary payments for work performed by Plaintiff and the Aggrieved
18 Employees in the regular rate of compensation.

19 64. Defendants' conduct violates applicable IWC Wage Order(s), and California Labor
20 Code sections 226.7 and 512(a).

21 **Failure to Provide Rest Periods**

22 65. At all relevant times, California Labor Code section 226.7 has provided that no
23 employer shall require an employee to work during any rest period mandated by an applicable order
24 of the California IWC.

25 66. At all relevant times, the applicable IWC Wage Order provides that "[e]very employer
26 shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in
27 the middle of each work period" and that the "rest period time shall be based on the total hours worked
28 daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless

1 the total daily work time is less than three and one-half (3½) hours.

2 67. Pursuant to the applicable IWC Wage Order and California Labor Code section
3 226.7(b), Plaintiff and the Aggrieved Employees are entitled to recover from Defendants one (1)
4 additional hour of pay at the employee's regular hourly rate of compensation for each work day that
5 the rest period was not provided.

6 68. During the relevant time period, Defendants required Plaintiff and the Aggrieved
7 Employees to work four (4) or more hours without authorizing or permitting a ten (10) minute rest
8 period per each four (4) hour period, or major fraction thereof worked. During the relevant time
9 period, Defendants willfully required Plaintiff and the Aggrieved Employees to work during rest
10 periods. By way of example, Defendants failed to relieve Plaintiff of all duties such that Plaintiff
11 could take compliant rest periods. As a result, Plaintiff worked through mandated rest periods.

12 69. Defendants failed to pay Plaintiff and Aggrieved Employees the full rest period
13 premium due in violation of California Labor Code sections 226.7 and 512 on each occasion when a
14 timely, uninterrupted rest period of at least ten (10) minutes was not provided. Defendants failed to
15 incorporate all nondiscretionary payments for work performed by Plaintiff and the Aggrieved
16 Employees in the regular rate of compensation.

17 70. Defendants' conduct violates the applicable IWC Wage Orders and California Labor
18 Code section 226.7.

19 **Failure to Timely Pay Wages During Employment**

20 71. At all relevant times herein set forth, California Labor Code section 204 has provided
21 that all wages earned by any person in any employment between the 1st and 15th days, inclusive, of
22 any calendar month, other than those wages due upon termination of an employee, are due and payable
23 between the 16th and the 26th day of the month during which the labor was performed.

24 72. At all times herein set forth, California Labor Code section 204 has provided that all
25 wages earned by any person in any employment between the 16th and the last day, inclusive, of any
26 calendar month, other than those wages due upon termination of an employee, are due and payable
27 between the 1st and the 10th day of the following month.

28 73. At all times herein set forth, California Labor Code section 204 has provided that all

1 wages earned for labor in excess of the normal work period shall be paid no later than the payday for
2 the next regular payroll period.

3 74. During the relevant time period, Defendants intentionally and willfully failed to pay
4 Plaintiff and the Aggrieved Employees all wages due to them, within any time period permissible
5 under California Labor Code section 204, including wages for overtime compensation, minimum wage
6 compensation, meal period premiums, and rest period premiums.

7 **Failure to Timely Pay Wages Upon Termination**

8 75. Pursuant to California Labor Code sections 201, 202, and 203, Defendants are required
9 to pay all earned and unpaid wages to an employee who is discharged. California Labor Code section
10 201 mandates that if an employer discharges an employee, the employee's wages accrued and unpaid
11 at the time of discharge are due and payable immediately. California Labor Code section 202
12 mandates that if an employee quits, his or her wages shall become due and payable not later than
13 seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours notice of
14 his or her intention to quit, in which case the employee is entitled to his or her wages at the time of
15 quitting.

16 76. California Labor Code section 203 provides that if an employer willfully fails to pay,
17 in accordance with California Labor Code sections 201 and 202, any wages of an employee who is
18 discharged or who quits, the wages of the employee shall continue as a penalty from the due date
19 thereof at the same rate until paid or until an action therefore is commenced; but the wages shall not
20 continue for more than thirty (30) days.

21 77. At the time that Plaintiff and the Aggrieved Employees' employment with Defendants
22 ended, Defendants knowingly and willfully failed to pay Plaintiff and the Aggrieved Employees all
23 wages owed to them pursuant to California Labor Code sections 201 and 202, including, without
24 limitation, overtime wages, minimum wages, meal period premium wages, and rest period premium
25 wages.

26 **Failure to Provide Compliant Wage Statements**

27 78. At all relevant times set forth herein, California Labor Code section 226(a) provides
28 that every employer shall furnish each of its employees an accurate itemized statement in writing

1 showing (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate
2 units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all
3 deductions, provided that all deductions made on written orders of the employee may be aggregated
4 and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the
5 employee is paid, (7) the name of the employee and his or her social security number, (8) the name
6 and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during
7 the pay period and the corresponding number of hours worked at each hourly rate by the employee.
8 The deductions made from payments of wages shall be recorded in ink or other indelible form,
9 properly dated, showing the month, day, and year, and a copy of the statement or a record of the
10 deductions shall be kept on file by the employer for at least three years at the place of employment or
11 at a central location within the State of California.

12 79. Defendants have intentionally and willfully failed to provide employees with complete
13 and accurate wage statements. The deficiencies include, among other things, the failure to state all
14 correct rates of pay, all hours worked, all meal period premium wages earned, and all rest period
15 premium wages earned.

16 **Failure to Keep Requisite Payroll Records**

17 80. At all relevant times set forth herein, California Labor Code section 1174(d) has
18 required an employer to keep, at a central location in the state or at the plants or establishments at
19 which employees are employed, payroll records showing the hours worked daily by and the wages
20 paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees
21 employed at the respective plants or establishments. These records shall be kept in accordance with
22 rules established for this purpose by the commission, but in any case shall be kept on file for not less
23 than two years.

24 81. Defendants have intentionally and willfully failed to keep accurate and complete
25 payroll records showing the hours worked daily and the wages paid, to Plaintiff and the Aggrieved
26 Employees.

27 82. As a result of Defendants' violation of California Labor Code section 1174(d), Plaintiff
28 and the Aggrieved Employees have suffered injury and damage to their statutorily-protected rights.

1 83. More specifically, Plaintiff and the Aggrieved Employees have been injured by
2 Defendants' intentional and willful violation of California Labor Code section 1174(d) because they
3 were denied both their legal right and protected interest, in having available, accurate and complete
4 payroll records pursuant to California Labor Code section 1174(d).

5 **Failure to Reimburse Necessary Business Expenses**

6 84. Pursuant to California Labor Code sections 2800 and 2802, an employer must
7 reimburse its employees for all necessary expenditures incurred by the employee in direct consequence
8 of the discharge of his or her job duties or in direct consequence of his or her job duties or in direct
9 consequence of his or her obedience to the directions of the employer.

10 85. Plaintiff and the Aggrieved Employees incurred necessary business-related expenses
11 and costs that were not fully reimbursed by Defendants, including, but not limited to, the use of
12 personal cell phones for work-related purposes.

13 86. Defendants intentionally and willfully failed to reimburse Plaintiff and the Aggrieved
14 Employees for all necessary business-related expenses and costs.

15 **PRAYER FOR RELIEF**

16 Plaintiff prays for relief and judgment against Defendants, jointly and severally, as follows:

17 1. For civil penalties pursuant to California Labor Code sections 2699(a), (f), and (g), plus
18 costs and attorneys' fees for violation of California Labor Code sections 201, 202, 203, 204, 226(a),
19 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802; and

20 2. For such other and further relief as the Court may deem proper.

21 Respectfully Submitted,

22 Dated: September 13, 2021

BLACKSTONE LAW, APC

23
24 By:


Jonathan M. Genish
Attorneys for Plaintiff Sasha Aiono