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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

MERCEDES RODRIGUEZ,

Plaintiff,

vs.

BESPOKE BEAUTY BRANDS LLC;
TONI KO; and DOES 1 to 25, inclusive,

Defendants.

CASE NO.: **22STCV18393**

COMPLAINT FOR DAMAGES FOR:

- 1) RETALIATION IN VIOLATION OF
LABOR CODE SECTION 1102.5;**
- 2) RETALIATION IN VIOLATION OF
LABOR CODE SECTION 98.6;**
- 3) WRONGFUL TERMINATION IN
VIOLATION OF PUBLIC POLICY;**
- 4) FAILURE TO COMPENSATE FOR
ALL HOURS WORKED;**
- 5) FAILURE TO PAY MINIMUM
WAGES;**
- 6) FAILURE TO PAY OVERTIME;**
- 7) FAILURE TO PROVIDE
ACCURATE ITEMIZED WAGE
STATEMENTS;**
- 8) FAILURE TO PAY WAGES OWED
EVERY PAY PERIOD;**
- 9) FAILURE TO PROVIDE REST
BREAKS;**
- 10) FAILURE TO PROVIDE MEAL
BREAKS;**
- 11) FAILURE TO REIMBURSE
BUSINESS EXPENSES;**
- 12) FAILURE TO PROVIDE
PERSONNEL RECORDS;**
- 13) FAILURE TO PROVIDE PAY
RECORDS;**
- 14) PRIVATE ATTORNEYS GENERAL
ACT ("PAGA");**
- 15) VIOLATION OF BUSINESS AND**

1) **PROFESSIONS CODE SECTION**
2) **17200**
3)

4) **JURY TRIAL DEMANDED**
5)
6)
7)
8)

9 COMES NOW Plaintiff, MERCEDES RODRIGUEZ (hereinafter "Plaintiff"), and
10 alleges as follows:

11 **PARTIES, JURISDICTION, and VENUE**

12 1. Jurisdiction and Venue are proper in this Court and this action is properly filed in the
13 County of Los Angeles in this judicial district because Defendants BESPOKE BEAUTY
14 BRANDS LLC; TONI KO; and DOES 1 to 25, inclusive, (hereinafter collectively known as
15 "Defendants" or "BBB"), do business in the County of Los Angeles, and because Defendants'
16 obligations and liabilities arise therein, and because the work that was performed by Plaintiff in
17 the County of Los Angeles is the subject of this action. Moreover, Plaintiff's damages sought
18 herein exceed \$25,000.

19 2. Plaintiff is a female resident of the County of Los Angeles, State of California.

20 3. Plaintiff is informed and believes that at all times herein mentioned, Defendant
21 BESPOKE BEAUTY BRANDS LLC is a Delaware limited liability company, and is doing
22 business in the County of Los Angeles, State of California, and which employed Plaintiff.

23 4. Plaintiff is informed and believes that at all times herein mentioned, Defendant
24 TONI KO is a female resident of the County of Los Angeles, State of California, and an owner,
25 director, officer, and/or managing agent of Defendant BESPOKE BEAUTY BRANDS LLC.
26 TONI KO is being included in this lawsuit pursuant to California Labor Code Section 558.1 for
27 the specific labor code violations alleged herein as she controlled the hours, wages,
28

1 and working conditions of Plaintiff and was directly involved in the day-to-day operations of the
2 business BESPOKE BEAUTY BRANDS LLC.

3 5. Plaintiff is ignorant of the true names and capacities, whether individual, corporate, or
4 associate of those defendants fictitiously sued as DOES 1 to 25, inclusive, and so Plaintiff sues
5 them by these fictitious names. Plaintiff is informed and believes that each of the DOE
6 defendants, numbers 1 to 25, reside in the State of California and are in some manner responsible
7 for the conduct alleged herein. Upon discovering the true names and capacities of these
8 fictitiously named defendants, Plaintiff will amend this complaint to show the true names and
9 capacities of these fictitiously named defendants.

10 6. Unless otherwise alleged in this complaint, Plaintiff is informed, and on the basis of
11 that information and belief, alleges that at all times herein mentioned, each of the remaining
12 codefendants, in doing the things hereinafter alleged, were acting within the course, scope, and
13 under the authority of their agency, employment, or representative capacity, with the consent of
14 his/her codefendants.

14 **GENERAL ALLEGATIONS**

15 7. Plaintiff started working for BBB approximately 2015 or 2016. Plaintiff's employment
16 ended towards the end of 2021 (December). Plaintiff's last job title was "Product Development
17 Merchandise Specialist" and she was classified as an hourly, non-exempt employee. Her latest
18 rate of pay was \$25.00 per hour.

19 8. BBB has committed numerous labor code violations against Plaintiff and other
20 similarly situated aggrieved employees.

21 9. BBB did not provide Plaintiff and other similarly situated aggrieved employees with the
22 minimum wages to which they were entitled for all work performed and did not compensate her
23 and others for all hours worked pursuant to California Labor Code sections 1194, 1197 and
24 1197.1. This is so because Plaintiff and others did in fact work "off the clock". In addition, there
25 would be adjustments made to her timesheets which resulted in Plaintiff and others not receiving
26 compensation for all hours worked, including overtime. Plaintiff in fact complained about this
27 to HR. Moreover, and similarly, the company also had a policy of rounding down work hours to
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1 the detriment of employees, which results in “time shaving” and employees such as Plaintiff not
2 being paid for all hours worked, akin to a minimum wage violation. In addition, there were
3 instances wherein Plaintiff would be effectuating her job duties while not being clocked in, and
4 was not compensated for those hours.

5 10. Due to the above , including the “off the clock” work, BBB also violated Labor Code
6 §510 because it failed to pay Plaintiff and other similarly situated aggrieved employees overtime,
7 even though they worked more than 8 hours per day, 12 hours per day, and/or 40 hours per week
8 throughout their employment. This is so because the “off the clock” work and hours mentioned
9 above were not factored into Plaintiff’s and others’ regular hours, which would have essentially
10 resulted in more overtime hours worked. Moreover, it seems that Plaintiff and others received
11 “30 minute bonus/weekly” on their paystubs, however, those bonus payments were not included
12 in calculating Plaintiff’s and other employees’ regular rate of pay for purposes of calculating
13 the correct overtime rate of pay. In addition, those “bonus payments” were supposed to \$25.00
14 and not \$20.00. As such, even if Plaintiff and others were paid overtime, they were not paid at
15 the correct overtime rate of pay throughout the PAGA period. Furthermore, one look at
16 Plaintiff’s pay stubs reveals that her work hours were often adjusted by “Lea Han” in an effort
17 to “time shave” and resulting in less hours worked for Plaintiff and no concomitant pay for those
18 deleted hours.

19 11. BBB violated Labor Code §§ 512 and 226.7 along with the applicable Industrial Welfare
20 Commission Wage Order (no. 4 or 7) because it failed to provide Plaintiff and other similarly
21 situated aggrieved employees the requisite 30-minute, uninterrupted meal periods for every five
22 (5) hours of work throughout their employment, and Plaintiff did not validly waive said meal
23 periods. BBB did not completely relieve Plaintiffs of all duties during said meal periods. BBB
24 did not pay to Plaintiff one additional hour of pay at Plaintiff’s regular rate of compensation for
25 each workday that one or more statutory meal periods was not provided. It was not part of the
26 company culture for employees such as Plaintiff and others to always and consistently take
27 timely, uninterrupted meal breaks before the 5th hour worked. In addition, Plaintiff and others
28 did not receive a second meal break before the 10th hour worked. As such, the culture at BBB

1 did not lend itself to the employees consistently receiving statutory breaks wherein they were
2 relieved of all work duties. It was the normal practice and custom of BBB not to authorize,
3 permit, and enforce statutory meal periods. In fact, Plaintiff's timesheets indicate manual
4 changes by "Lea Han" in order to make sure that the meal breaks were not less than 30 minutes
5 long and to make it seem like there was compliance on paper with California law.

6 12. Similarly, BBB violated Labor Code § 226.7 along with the applicable Industrial Welfare
7 Commission Wage Order (no. 4 or 7) because it failed to provide Plaintiff and other similarly
8 situated aggrieved employees 10-minute rest periods for every four hours of work, or majority
9 portion thereof, throughout their employment. BBB did not completely relieve Plaintiff of all
10 duty during said rest periods. BBB did not pay to Plaintiff one additional hour of pay at
11 Plaintiff's regular rate of compensation for each workday that one or more statutory rest periods
12 was not provided. Like the situation involving meal breaks, it was not company policy and not
13 part of the company culture for employees such as Plaintiff and others to take always and
14 consistently take timely, uninterrupted rest breaks. As such, the culture at BBB did not lend itself
15 to the employees receiving timely, uninterrupted statutory breaks wherein they were relieved of
16 all work duties.

17 13. Furthermore, during the relevant time period, and due to the violations as alleged above,
18 BBB failed to pay Plaintiff and other similarly situated aggrieved employees all wages due to
19 them within any time period specified by California Labor Code section 204. BBB was also in
20 violation of California Labor Code section 226(a) by failing to include pertinent information on
21 the wage statements, including but not limited to, **all hours worked, all hourly rates in effect**
22 **including the correct overtime rate of pay, overtime hours worked**, gross wages earned,
23 premium pay for missed meal and rest breaks, all deductions, net wages earned, gross wages
24 earned, all deductions, the correct name and address of the employing entity, the start and end of
25 the pay period, and reimbursement for business expenses, among others. As such, BBB did not
26 provide Plaintiff and other similarly situated aggrieved employees with complete, accurate
27 itemized wage statements during the PAGA period.

28 14. BBB violated Labor Code § 203 because it willfully failed to pay Plaintiff and other

1 similarly situated aggrieved employees their earned and due wages upon separation of
2 employment, either immediately upon involuntary termination, or within 72 hours of resignation.
3 These earned but unpaid wages include compensation for all hours worked, overtime
4 compensation, premium pay for missed meal and rest breaks, and business expense
5 reimbursement, among others.

6 15. During the relevant time period, BBB also failed to keep accurate and complete payroll
7 records showing the hours worked by Plaintiff and other similarly situated aggrieved employees
8 as well as the correct wages paid to Plaintiff and other aggrieved employees pursuant to
9 California Labor Code sections 1174(d).

10 16. Moreover, Plaintiff and other aggrieved employees incurred necessary, business-related
11 expenses and costs that were not reimbursed by BBB. These costs include, but are not limited
12 to, use of personal cell phones for work purposes and mileage reimbursement. Accordingly, BBB
13 was in violation of California Labor Code sections 2800 and 2802.

14 17. Moreover, BBB failed to provide rest break facility for its employees, including
15 Plaintiff pursuant to Wage Order no. 4/7, section 13.

16 18. In addition, Plaintiff would have claims for retaliation pursuant to Labor Code sections
17 98.6 and 1102.5 as well as wrongful termination in violation of public policy in that Plaintiff
18 was terminated after complaining to management/HR about the company manually adjusting
19 her time clock entries and "time shaving" in contravention of California law.

20 **FIRST CAUSE OF ACTION**

21 **RETALIATION IN VIOLATION OF LABOR CODE SECTION 1102.5**

22 **(Plaintiff against All Named Defendants and all DOE Defendants)**

23 19. Plaintiff re-alleges and incorporates by reference each and every allegation in
24 paragraphs 1 through 18, inclusive, of this Complaint as though fully set forth herein.

25 20. At all times material to this Complaint, California Labor Code § 1102.5 was in effect
26 and binding on Defendants. This section requires Defendants to refrain from retaliating against
27 an employee for refusing to participate in an activity that he/she reasonably believes would
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1 result in a violation of state or federal statute, or a violation or noncompliance with a state or
2 federal rule or regulation. California Labor Code section 1102.5 also requires Defendants to
3 refrain from retaliating against an employee for disclosing information to a person with authority
4 over the employee if the employee has reasonable cause to believe that the information discloses
5 a violation of state or federal statute, or a violation of or noncompliance with a local, state, or
6 federal rule or regulation, regardless of whether disclosing the information is part of the
7 employee's job duties.

8 21. As mentioned above, Plaintiff complained to Defendants about wage and hour
9 violations, including "time shaving" and the fact that Plaintiffs' time clock entries and work
10 hours were manually altered.

11 22. Defendants retaliated against Plaintiff for her whistleblowing, as alleged above, all in
12 violation of Labor Code § 1102.5.

13 23. As a direct and proximate result of the aforementioned acts and omissions of Defendants,
14 Plaintiff suffered general and compensatory damages, including but not limited to, loss of
15 income (past and future), loss of employment benefits (past and future), general and
16 compensatory damages (past and future), mental pain and anguish and emotional distress (past
17 and future), and will continue to suffer in the future, in an amount to be proved at trial.

18 24. Plaintiff requests all available relief under Labor Code § 1102.5 including damages
19 and the imposition of civil penalties of \$10,000 for each violation as well as attorney's fees.

20 **SECOND CAUSE OF ACTION**

21 **RETALIATION IN VIOLATION OF LABOR CODE SECTION 98.6**

22 **(California Labor Code section 98.6)**

23 **(Plaintiff against all Named Defendants DOE Defendants, and each of them)**

24 25. Plaintiff re-alleges and incorporates by reference each and every allegation in
25 paragraphs 1 through 24, inclusive, of this Complaint as though fully set forth herein.

26 26. California Labor Code section 98.6 provides, in pertinent part, as follows:

27 "A person shall not discharge an employee or in any manner discriminate, retaliate, or
28 take any adverse action against any employee or applicant for employment because the
employee or applicant engaged in any conduct delineated in this chapter...or because

1 the employee or applicant...made a written or oral complaint that he or she is owed
2 unpaid wages...

3 27. In doing the things herein alleged, Defendants violated Labor Code section 98.6 in that
4 they retaliated against Plaintiff for complaining about her wages and about the labor code
5 violations that were being committed by Defendants.

6 28. As a direct and proximate result of the aforementioned acts and omissions of
7 Defendants, Plaintiff suffered general and compensatory damages, including but not
8 limited to, loss of income (past and future), loss of employment benefits (past and future),
9 general and compensatory damages (past and future), mental pain and anguish and emotional
10 distress (past and future), and will continue to suffer in the future, in an amount to be proved at
11 trial. Moreover, pursuant to Labor Code section 98.6, an employer who violates this section is
12 liable for a civil penalty not exceeding ten thousand dollars (\$10,000) per employee for each
13 violation of this section.

14 **THIRD CAUSE OF ACTION**

15 **WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY**

16 **(Plaintiff against All Named Defendants and all DOE Defendants)**

17 29. Plaintiff re-alleges and incorporates by reference each and every allegation in
18 paragraphs 1 through 28 inclusive, of this Complaint as though fully set forth herein.

19 30. At all times during her employment with Defendants, Plaintiff performed her duties
20 with the utmost diligence and competence.

21 31. Plaintiff is informed and believes and thereon alleges that Defendants' decision and
22 actions to treat her differently and terminate her employment as alleged herein, was motivated
23 by Plaintiff's whistleblowing and complaints about illegal activity at the workplace. Plaintiff is
24 further informed and believes and thereon alleges that any other reasons proffered by Defendants
25 were and are pretextual in nature.

26 32. The employment of Plaintiff was wrongfully terminated in or around December 2021
27 in violation of the fundamental public policy of the State of California with respect to retaliating
28 against an employee on account of her whistleblowing. Plaintiff was forced to hire an attorney

1 to assist her to end these illegal activities. Said conduct violated statutory and constitutional
2 expressions of public policy including, but not limited to, Labor Code sections 1102.5 and 98.6,
3 and the California Constitution, Article 1 section 8.

4 33. As set forth above, said actions by Defendants were wrongful and in violation of the
5 fundamental principles of the public policy of the State of California as reflected in its laws,
6 objectives and policies. Said statutes and constitutional expressions of public policy include,
7 but are not limited to, California Labor Code sections 98.6 and 1102.5 and the California
8 Constitution, Article 1 section 8. These laws inure to the benefit of the public at large, and not
9 just the private interests of the employers and employees whom they govern or protect.

10 34. As a direct and proximate result of the aforementioned acts and omissions of
11 Defendants, Plaintiff suffered general and compensatory damages, including but not limited to,
12 loss of income (past and future), loss of employment benefits (past and future), general and
13 compensatory damages (past and future), mental pain and anguish and emotional distress (past
14 future), and will continue to suffer in the future, in an amount to be proved at trial.

15 35. The foregoing conduct engaged in by Defendants and each of their directors, officers
16 and/or managing agents, constitutes malice, fraud, and oppression and was authorized, ratified,
17 and carried on with a conscious and willful disregard of their workers' right to work in an
18 environment free of retaliation due to whistleblowing, so as to justify the imposition of punitive
19 damages to punish and set an example of said Defendants.

20 **FOURTH CAUSE OF ACTION**

21 **FAILURE TO COMPENSATE FOR ALL HOURS WORKED**

22 **(California Industrial Welfare Commission Order 4-2001/7-2001, California Code of**
23 **Regulations Title 8 Section 11040/11070, and California Labor Code Section 1198)**
24 **(Plaintiff against All Named Defendants and all DOE Defendants)**

25 36. Plaintiff re-alleges and incorporates by reference each and every allegation in
26 paragraphs 1 through 35, inclusive, of this Complaint as though fully set forth herein.

27 37. At all times relevant herein, Defendants were required to compensate its employees for
28 all hours worked upon reporting for work at the appointed time stated by the employer

1 pursuant to Industrial Welfare Commission Order 4-2001/7-2001, California Code of
2 Regulations, Title 8, Section 11040/11070.

3 38. For the three (3) years preceding filing of this action, Defendants failed to compensate
4 Plaintiff for all hours worked.

5 39. Under the aforementioned wage order and regulations, Plaintiff is to recover
6 compensation for all hours worked but not paid by Defendants for the three (3) years
7 preceding the filing of this Complaint.

8 40. As a proximate result of the aforementioned violations, Plaintiff has been damaged in
9 an amount according to proof at time of trial, but in an amount in excess of the jurisdiction of
10 this Court.

11 41. Defendants' conduct described herein violates Labor Code Section 512, 558, 1194, and
12 1198. Therefore, pursuant to Labor Code Sections 218.5, 512, 558, and 1194, Plaintiff is
13 entitled to recover damages for the nonpayment of wages for all hours worked, penalties, plus
14 reasonable attorney's fees and costs of suit.

15 42. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
16 along with any allowable interest, penalties, attorney's fees, and costs which will equal an
17 amount known to Plaintiff once she has obtained all of her payroll records from Defendants.

18 **FIFTH CAUSE OF ACTION**

19 **FAILURE TO PAY MINIMUM WAGES**

20 **(California Labor Code Sections 1194, 1194.2, 1197)**

21 **(Plaintiff against All Named Defendants and all DOE Defendants)**

22 43. Plaintiff re-alleges and incorporates by reference each and every allegation in
23 paragraphs 1 through 42, inclusive, of this Complaint as though fully set forth herein.

24 44. Pursuant to Labor Code Sections 1194, 1194.2 and 1197, it is unlawful for an employer
25 to suffer or permit a California employee to work without paying wages at the minimum wage
26 rate for all hours worked as required by the applicable Industrial Welfare Commission
27 (hereinafter "IWC") Wage Order No. 4-2001/7-2001, codified at California Code of
28 Regulations, Title 8, Section 11040/11070, subdivision 4.

45. Pursuant to IWC Wage Order no. 4-2001/7-2001, subdivision 2(H)/(G), at all relevant

1 times, "hours worked" included "the time during which an employee is subject to the control of
2 an employer, and includes all the time the employee is suffered or permitted to work, whether
3 or not required to do so..."

4 46. During her employment, Plaintiff was regularly required as a matter of uniform
5 policy and practice to work, and in fact worked, as an employee of Defendants and Plaintiff
6 was paid less than the minimum wage rate by Defendants for hours worked in violation of
7 California Labor Code Section 1197 and the applicable California Industrial Wage
8 Commission wage order(s).

9 47. Plaintiff was, at all relevant times, under the control of Defendants and suffered or
10 permitted to work by Defendants. Defendants' acts or omissions in failing to adequately
11 compensate Plaintiff were not in good faith nor were there reasonable grounds for Defendants
12 to believe that their acts or omissions were not contrary to California law.

13 48. For all hours worked by Plaintiff for which she was paid less than the minimum wage
14 rate by Defendants, Plaintiff is entitled to not less than the applicable California minimum
15 wage rate and, pursuant to Labor Code Section 1194.2(a), liquidated damages in an amount
16 equal to unpaid minimum wages and interests thereon. Pursuant to Labor Code Section 1194,
17 Plaintiff is also entitled to attorney's fees, costs and interests according to proof.

18 49. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
19 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
20 trial.

21 **SIXTH CAUSE OF ACTION**

22 **FAILURE TO PAY OVERTIME**

23 **(California Industrial Welfare Commission Order 4-2001, California Code of
24 Regulations Title 8 Section 11040/11070)**

25 **(Plaintiff against All Named Defendants and all DOE Defendants)**

26 50. Plaintiff re-alleges and incorporates by reference each and every allegation in
27 paragraphs 1 through 49, inclusive, of this Complaint as though fully set forth herein.

28 51. Pursuant to Industrial Welfare Commission Order No. 4-2001/7-2001, California Code

1 of Regulations, Title 8, Section 11040/11070, for the period of Plaintiff's employment,
2 Defendants were required to compensate Plaintiff for all overtime, which is calculated at one
3 and one-half (1.5) times the regular rate of pay for hours worked in excess of eight (8) in a day
4 or forty (40) hours in a week, and two (2) times the regular rate of pay for hours worked in
5 excess of twelve (12) hours in a day or hours worked in excess of eight (8) on the seventh
6 consecutive workday in a week.

7 52. Plaintiff was a non-exempt employee entitled to the protections of the California
8 Industrial Welfare Commission Order No. 4-2001/7-2001, California Code of Regulations,
9 Title 8, Section 11040/11070.

10 53. Plaintiff worked more than eight (8) hours in a single workday or forty (40) hours in a
11 single workweek on numerous occasions.

12 54. Plaintiff was entitled to the above overtime premiums.

13 55. Defendants did not pay Plaintiff premium wages of at least one and one-half times
14 Plaintiff's regular rate of pay for hours worked past eight (8) in a day.

15 56. Defendants did not pay Plaintiff premium wages of at least one and one-half times
16 Plaintiff's regular rate of pay for hours worked past forty (40) in a week.

17 57. Plaintiff worked at least one pay period in which she was not properly paid overtime
18 within the three (3) years prior to the initiation of this lawsuit.

19 58. Defendants know or should know the actual dates of overtime worked, the amount of
20 overtime worked, and the amount of unpaid overtime due.

21 59. As a proximate result of Defendants' violations, Plaintiff has been damaged in an
22 amount according to proof at time of trial, but in an amount in excess of the jurisdiction of this
23 Court.

24 60. Pursuant to California Labor Code Sections 218.6, 510, 1194, and California Code of
25 Regulations, Title 8, Sections 11040/11070, Plaintiff is entitled to recover damages for the
26 nonpayment of overtime premiums for all overtime hours worked, penalties, interest, plus
27 reasonable attorney's fees and costs of suit.

28 61. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
along with any allowable interest, penalties, attorney's fees, and costs according to proof at

1 trial.

2 **SEVENTH CAUSE OF ACTION**

3 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

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

5 **(Plaintiff against All Named Defendants and all DOE Defendants)**

6 62. Plaintiff re-alleges and incorporates by reference each and every allegation in
7 paragraphs 1 through 61, inclusive, of this Complaint as though fully set forth herein.

8 63. Pursuant to California Labor Code Section 226, every employer must furnish each
9 employee an itemized statement of wages and deductions at the time of payment of wages.

10 64. Defendants knowingly and intentionally did not furnish Plaintiff with any pay stubs
11 that accurately reflected all information required by Labor Code Section 226, including but not
12 limited to, accurate figures for gross wages earned, net wages earned, total hours worked by
13 the employee (regular and overtime), all deductions, premium pay for missed rest breaks
14 and meal breaks, the correct start and end of the pay period, the correct name and address of
15 the legal employer, and business expense reimbursement. Therefore, Defendants failed to
16 maintain and provide accurate itemized wage statements to Plaintiff in accordance with
17 California Labor Code Section 226(a).

18 65. Pursuant to California Labor Code Section 226(e), Plaintiff is entitled to recover the
19 greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation
20 occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay
21 period, not exceeding an aggregate amount of four thousand dollars (\$4,000), plus costs and
22 reasonable attorney's fees. Plaintiff only claims damages under this cause of action pursuant to
23 the 1-year period immediately preceding the date this lawsuit was filed.

24 66. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff has
25 sustained damages, including loss of earnings, in an amount to be established at trial. As a
26 further direct and proximate result of Defendants' unlawful conduct, as set forth herein,
27 Plaintiff is entitled to recover penalties, in an amount to be established at trial, as well as costs
28 and attorney's fees pursuant to statute.

67. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged

1 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
2 trial.

3 **EIGHTH CAUSE OF ACTION**

4 **FAILURE TO PAY WAGES OWED EVERY PAY PERIOD**

5 **(California Labor Code Section 204)**

6 **(Plaintiff against All Named Defendants and all DOE Defendants)**

7 68. Plaintiff re-alleges and incorporates by reference each and every allegation in
8 paragraphs 1 through 67, inclusive, of this Complaint as though fully set forth herein.

9 69. California Labor Code Section 204 establishes the fundamental right of all
10 employees in the State of California to be paid wages in a timely fashion for their work.

11 70. At all times relevant during the liability period, Defendants failed to pay
12 Plaintiff the full amount of all owed wages when due as required by California Labor Code
13 Section 204.

14 71. Defendants failed to pay Plaintiff all wages earned each pay period. Plaintiff is
15 informed, believes, and thereon alleges, that all times relevant during the liability period,
16 Defendants maintained a policy or practice of not paying Plaintiff wages for all hours worked,
17 including overtime hours and the minimum wage as well as premiums for missed rest breaks
18 and meal breaks.

19 72. As a result of Defendants' unlawful conduct, Plaintiff has suffered damages in
20 an amount, subject to proof, to the extent she was not paid all wages each pay period. The
21 precise amount of unpaid wages is not presently known to Plaintiff but can be determined
22 directly from Defendants' records or indirectly based on information from Defendants'
23 records.

24 73. Under this cause of action, Plaintiff prays for penalties due under the statutes
25 alleged along with any allowable interest, penalties, attorney's fees, and costs according to
26 proof at trial.

27 **NINTH CAUSE OF ACTION**

28 **FAILURE TO GIVE REST BREAKS**

(Plaintiff against All Named Defendants and all DOE Defendants)

1 74. Plaintiff re-alleges and incorporates by reference each and every allegation in
2 paragraphs 1 through 73, inclusive, of this Complaint as though fully set forth herein.

3 75. Plaintiff brings this cause of action under the following laws, for the following
4 reasons:

- 5 a. Title 8 of the California Code of Regulations Sections 11040/11070(12)(A), which
6 provides that every employer shall authorize and permit all employees to take rest
7 periods, which insofar as practicable shall be in the middle of each work period. The
8 authorized rest period time shall be based on the total hours worked daily at the rate
9 of ten (10) minutes net rest time per four (4) hours or major fraction thereof;
- 10 b. Title 8 of the California Code of Regulations Sections 11040/11070(12)(B), which
11 provides that if an employer fails to provide an employee a rest period in accordance
12 with the applicable provisions of this order, the employer shall pay the employee one
13 (1) hour of pay at employee's regular rate of compensation for each workday that the
14 rest period is not provided;
- 15 c. Title 8 of the California Code of Regulations sections 11040/11070(20)(A), which
16 penalizes the employer \$50.00 for each initial violation, per employee, of any
17 provision of the Wage Order, and \$100.00 for each additional violation thereafter
18 per employee; and
- 19 d. California Labor Code section 226.7, which states that (a) no employer shall require
20 any employee to work during any rest period mandated by an applicable order of
21 the Industrial Welfare Commission, and (b) if an employer fails to provide an
22 employee a rest period in accordance with an applicable order of the Industrial
23 Welfare Commission, the employer shall pay the employee one (1) additional hour
24 of pay at employee's regular rate of compensation for each work day that the rest
25 period is not provided.

26 76. Plaintiff alleges that she was not authorized and permitted to take a ten (10)
27 minute rest break after every four (4) hours of work or major fraction thereof, as required by
28 California law.

77. Under this cause of action, Plaintiff prays for wages due to her under the

1 statutes, regulations, and wage orders alleged in this cause of action along with any allowable
2 interest, penalties, attorney's fees and costs according to proof at trial. Specifically, Plaintiff
3 prays for the foregoing moneys calculated from 3 years immediately preceding the filing of
4 this lawsuit.

5 78. Plaintiff also prays for Labor Code section 218.5 recovery of costs and
6 attorney's fees as well as interest under Labor Code section 218.6.

7 79. Under this cause of action, Plaintiff prays for penalties due under the statutes
8 alleged along with any allowable interest, penalties, attorney's fees, and costs according to
9 proof at trial.

10 **TENTH CAUSE OF ACTION**

11 **FAILURE TO GIVE MEAL BREAKS**

12 **(Plaintiff against All Named Defendants and all DOE Defendants)**

13 80. Plaintiff re-alleges and incorporates by reference each and every allegation in
14 paragraphs 1 through 79, inclusive, of this Complaint as though fully set forth herein.

15 81. Plaintiff brings this cause of action under the following laws, for the following
16 reasons:

- 17 a. California Labor Code section 512(a), which requires that employees be given a 30-
18 minute uninterrupted meal break after five (5) hours of work, and a second
19 uninterrupted meal break after ten (10) hours of work;
- 20 b. California Labor Code section 226.7, which states that (a) no employer shall require
21 any employee to work during any meal period mandated by an applicable order of
22 the Industrial Welfare Commission, and (b) if any employer fails to provide an
23 employee a meal period in accordance with an applicable order of the Industrial
24 Welfare Commission, the employer shall pay the employee one (1) additional hour
25 of pay at the employee's regular rate of compensation for each workday that the
26 meal period is not provided;
- 27 c. California Industrial Welfare Commission Order No. 4/7 section 11(B), as codified
28 under Title 8 of the California Code of Regulations Section 11040/11070, which
states that if an employer fails to provide an employee a meal period in accordance

1 with the applicable provisions of the Wage Order, the employer shall pay the
2 employee one (1) hour of pay at the employee's regular rate of compensation for
3 each workday that the meal period is not provided;

- 4 d. California Industrial Welfare Commission Wage Order No. 4/7 Section 7(A)(3), as
5 codified under Title 8 of the California Code of Regulations Section, which require
6 an employer to maintain records documenting its employees' meal periods;
- 7 e. California Industrial Welfare Commission wage order No. 4/7 Section 20(A), as
8 codified under California Code of Regulations Section 11040/11070, which
9 penalizes the employer \$50.00 for each initial violation, per employee, of any
10 provision of the Wage Order, and \$100.00 for each additional violation thereafter
11 per employee; and
- 12 f. California Labor Code section 1171 and 1173, which have given the California
13 Labor Commission jurisdiction to enact Wage Orders (such as Wage Order no. 4/7)
14 as enforceable law.

15 82. Plaintiff alleges that she was not authorized and permitted to take relieved meal
16 breaks after five (5) hours of work. Plaintiff further alleges that she was not authorized and
17 permitted to take a second relieved meal break after ten (10) hours of work, as required by
18 California law. California Labor Code section 512(a) and California Industrial Welfare
19 Commission Order No. 4/7, as codified under California Code of Regulations Sections
20 11040/11070 et. seq., require that employees receive uninterrupted meal periods every five (5)
21 hours of consecutive work, and that the meal period be at least 30 minutes in length, wherein
22 employee is relieved of all work duty. California Labor Code section 226.7 provides that
23 employers may not require their employees to work through their meal periods. California
24 Labor Code section 226.7 and California Code of Regulations section 11040/11070 require that
25 if the employer fails to provide the employee with an uninterrupted meal period, the employer
26 must pay the employee one (1) hour of pay for each workday that the meal period is not given.

27 83. Under this cause of action, Plaintiff prays for wages due to her under the
28 statutes, regulations, and wage orders alleged in this cause of action along with any allowable
interest, penalties, attorney's fees and costs according to proof at trial. Specifically, Plaintiff

1 prays for the foregoing moneys calculated from 3 years immediately preceding the filing of
2 this lawsuit.

3 84. Plaintiff also prays for Labor Code section 218.5 recovery of costs and attorney's
4 fees as well as interest under Labor Code section 218.6.

5 85. Under this cause of action, Plaintiff prays for penalties due under the statutes
6 alleged along with any allowable interest, penalties, attorney's fees, and costs according to
7 proof at trial.

8 **ELEVENTH CAUSE OF ACTION**

9 **FAILURE TO REIMBURSE FOR BUSINESS EXPENSES**

10 **(Plaintiff against All Named Defendants and all DOE Defendants)**

11 86. Plaintiff re-alleges and incorporates by reference each and every allegation in
12 paragraphs 1 through 85, inclusive, of this Complaint as though fully set forth herein.

13 87. Labor Code section 2802 provides that "[a]n employer shall indemnify his or her
14 employee for all necessary expenditures or losses incurred by the employee in direct
15 consequence of the discharge of his or her duties."

16 88. Beginning at least 3 years prior to the filing of this complaint, in order to discharge
17 their duties for Defendants, Plaintiff incurred reasonable and necessary expenses in the course
18 of completing her job duties, which were not reimbursed by Defendants. These expenses
19 include, but are not limited to, use of personal phones for business-related purposes and mileage
20 reimbursement.

21 89. Plaintiff is entitled to reimbursement for these necessary expenditures, plus interest
22 and attorney's fees and costs, under Labor Code section 2802.

23 **TWELFTH CAUSE OF ACTION**

24 **FAILURE TO PROVIDE PERSONNEL RECORDS**

25 **(Plaintiff against All Named Defendants and all DOE Defendants)**

26 90. Plaintiff re-alleges and incorporates by reference each and every allegation in
27 paragraphs 1 through 89, inclusive, of this Complaint as though fully set forth herein.

28 91. Labor Code section 1198.5 dictates "every current and former employee, or his

1 or her representative, has the right to inspect and receive a copy of the personnel records that
2 the employer maintains relating to the employee's performance or to any grievance concerning
3 the employee."

4 92. Moreover, pursuant to sub-part (b)(1) of Labor Code section 1198.5, "the
5 employer shall make the contents of those personnel records available for inspection to the
6 current or former employee, or his or her representative, at reasonable intervals and at
7 reasonable times..." On information and belief, Defendants intentionally failed to provide
8 Plaintiff with personnel records when requested by Plaintiff via letter on February 18, 2022, as
9 required by law. Plaintiff requested his personnel records in accordance with California Labor
10 Code section 1198.5(k) on February 18, 2022, via U.S. certified mail, return receipt requested.

11 93. Defendants failed to provide Plaintiff with an opportunity to inspect or copy her
12 records within 30 days. As a direct result of Defendants' violations alleged herein, Plaintiff has
13 suffered and continues to suffer substantial losses related to Defendants' failure to provide
14 personnel records.

15 94. Plaintiff seeks all available remedies for Defendants' violations including, but
16 not limited penalties, and costs to the extent permitted by law and according to proof at trial.
17 Pursuant to Labor Code section 1198.5, Plaintiff prays for judgment against Defendants in the
18 amount of \$750.00, along with costs and attorney's fees.

19 **THIRTEENTH CAUSE OF ACTION**

20 **FAILURE TO PROVIDE PAY RECORDS**

21 **(Plaintiff against All Named Defendants and all DOE Defendants)**

22 95. Plaintiff re-alleges and incorporates by reference each and every allegation in
23 paragraphs 1 through 94, inclusive, of this Complaint as though fully set forth herein.

24 96. Labor Code section 226 sub-section (b) dictates "an employer...shall afford
25 current and former employees the right to inspect or copy records pertaining to their
26 employment, upon reasonable request to the employer..."

27 97. Moreover, pursuant to sub-section (c) of Labor Code section 226, "an employer
28 who receives a written or oral request to inspect or copy records pursuant to subdivision (b)
pertaining to a current or former employee shall comply with the request as soon as

1 practicable, but no later than 21 calendar days from the date of the request.” On information
2 and belief, Defendants intentionally failed to provide Plaintiff with pay records when requested
3 by Plaintiff via certified letter, return receipt requested, on February 18, 2022, and as required
4 by law. Plaintiff requested his pay records in accordance with California Labor Code section
5 226 on February 18, 2022, via certified mail. Defendants failed to provide Plaintiff with an
6 opportunity to inspect or copy his pay records within 21 days.

7 98. As a direct result of Defendants’ violations alleged herein, Plaintiff has suffered
8 and continues to suffer substantial losses related to Defendants’ failure to provide pay records.
9 Pursuant to Labor Code section 226, Plaintiff prays for judgment against Defendants in the
10 amount of \$750.00, along with costs and attorney’s fees.

11 99. Plaintiff seeks all available remedies for Defendants’ violations including, but
12 not limited penalties, and costs to the extent permitted by law and according to proof at trial.

13 **FOURTEENTH CAUSE OF ACTION**

14 **PRIVATE ATTORNEYS GENERAL ACT**

15 **Individual and Representative Claim for PAGA penalties under California Labor Code**
16 **sections 201, 202, 203, 204 and/or 204b, 210, 226, 226.3, 226.7, 510, 512, 1174, 1174.5,**
1194, 1197, 1198, 2802, and the applicable Industrial Welfare Commission Wage Order
17 **Nos. 4-2001/7-2001**

18 **(Plaintiff Against All Named Defendants and all DOE Defendants)**

19 100. Plaintiff re-alleges and incorporates by reference each and every allegation in
20 paragraphs 1 through 99, inclusive, of this Complaint as though fully set forth herein.

21 101. Pursuant to law, Plaintiff provided the required written notice to the LWDA and
22 Defendants of the specific violations of the California Labor Code that Defendants
23 and DOE defendants have violated and continue to violate.

24 102. Pursuant to California Labor code section 2699.3, no response was received from the
25 LWDA within 65 days of the postmark date of the above-alleged letter.

26 103. Plaintiff therefore has exhausted all administrative remedies required of her under
27 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this
28

1 cause of action and pursue penalties in a representative action for Defendants' violations of the
2 Labor Code.

3 104. Pursuant to California Labor Code section 2699, any provisions of the Labor Code
4 that provides for a civil penalty to be assessed and collected by the LWDA or any of its
5 departments, divisions, commissions, boards, agencies, or employees for violation of the code
6 may, as an alternative, be recovered through a civil action brought by an aggrieved employee
7 on behalf of himself or herself and other current or former employees pursuant to the
8 procedures specified in California Labor Code section 2699.3.

9 105. Plaintiff is an "aggrieved employee" because Plaintiff was employed by the alleged
10 violator and had one or more of the alleged violations committed against her, and therefore is
11 properly suited to represent the interests of other current and former hourly, non-exempt
12 employees who worked for BBB in the State of California at any and all locations during the
13 PAGA period.

14 106. Based on the acts alleged above, Plaintiff, on behalf of herself and others, seeks
15 penalties under California Labor Code sections 2698 and 2699 because of Defendants'
16 violations of numerous provisions of the California Labor Code as alleged in this Complaint.

17 107. Plaintiff therefore has exhausted all administrative remedies required of her under
18 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this
19 cause of action and pursue penalties in a representative action for Defendants' violations of the
20 Labor Code.

21 108. California Labor Code section 2699 et seq. imposes penalties upon culpable
22 Defendants for violating the Labor Code.

23 109. California Labor Code section 558 establishes a civil penalty as follows: Any
24 employer or other person action on behalf of an employer who violates, or causes to be
25 violated, a section of this chapter or any provision regulating hours and days of work in any
26 order of the Industrial Welfare Commission (including the "Hours and Days of Work" section
27 of the Wage Order) shall be subject to a civil penalty of (1) for any initial violation, fifty
28

1 dollars (\$50) for each underpaid employee for each pay period for which the employee was
2 underpaid ...; (2) for each subsequent violation, one hundred dollars (\$100) for each underpaid
3 employee for each pay period for which the employee was underpaid ...;

4 110. Plaintiff seeks penalties for Defendants' misconduct as alleged herein as permitted by
5 law, but only those penalties that are required to be shared with the LWDA as Plaintiff is not
6 seeking individual/victim specific relief or underpaid wages under this particular cause of
7 action.

8 111. Specifically, Plaintiff seeks penalties under California Labor Code section 2699, for
9 the following:

10 Violations of California Labor Code sections 201, 202, 203, 204 and/or 204b, 210,
11 226, 226.3, 226.7, 510, 512, 1174, 1174.5, 1194, 1197, 1198, and 2802 via 2698 and
12 2699 any other Labor Codes and Wage Orders (including no. 4/7) violated on the facts
13 alleged in this Complaint.

14 112. Pursuant to Labor Code section 2698 et seq., Plaintiff seeks to recover attorney's fees,
15 costs, and civil penalties on behalf of Plaintiff and other current and former aggrieved
16 employees as alleged herein in an amount to be shown according to proof at trial and within the
17 jurisdictional limits of this Court.

18
19 **FIFTEENTH CAUSE OF ACTION**

20 **VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200**

21 **(California Business and Professions Code Section 17200)**

22 **(Plaintiff against corporate Defendant Bespoke Beauty Brands LLC and all DOE**
23 **Defendants)**

24 113. Plaintiff re-alleges and incorporates by reference each and every allegation in
25 paragraphs 1 through 112, inclusive, of this Complaint as though fully set forth herein.

26 114. By virtue of the foregoing statutes, regulations, and laws, the acts of Defendant
27 constitutes unfair and unlawful business practices under California Business and
28 Professions Code Section 17200, et seq.

1 115. Defendant's violations of California labor laws and Labor Code constitutes a business
2 practice because it was done repeatedly over a significant period of time in a systematic manner
3 that was detrimental to Plaintiff and other similarly situated aggrieved employees.

4 116. For the four years preceding the filing of this action, Plaintiff has suffered
5 damages and request damages and/or restitution of all monies and profits to be disgorged from
6 Defendant in an amount according to proof at time of trial, but in excess of the
7 jurisdiction of this Court.

8 **PRAYER FOR RELIEF**

9 WHEREFORE, Plaintiff prays for Judgment against Defendants and each of them, as
10 follows:

- 11 1. For compensatory damages including lost past and future wages, overtime,
12 commissions, and all other sums of money, including employment benefits, together
13 with interest on said amounts, and any other economic injury to Plaintiff, according to
14 proof;
- 15 2. For general damages according to proof;
- 16 3. For special and consequential damages to the extent allowed by law;
- 17 4. For restitution and disgorgement for all unfair business practices by Bespoke Beauty
18 Brands LLC against Plaintiff in an amount according to proof;
- 19 5. For an award of punitive and exemplary damages against Defendants according to
20 proof;
- 21 6. For an order enjoining Defendant Bespoke Beauty Brands LLC from further unfair and
22 unlawful business practices in violation of Business and Professions Code section
23 17200, et seq.;
- 24 7. For damages and penalties against Defendants under Labor Code section
25 226 for Plaintiff in an amount subject to proof at trial;
- 26 8. For damages and penalties pursuant to Labor Code section 203 against Defendants in
27 an amount subject to proof at trial;
- 28 9. For one hour of wages due to Plaintiff for each work period of more than five (5) hours

1 when Plaintiff did not receive an uninterrupted thirty (30) minute meal period.

2 10. For one hour of wages due to Plaintiff for each work period of at least three-and-a-half
3 (3.5) hours when Plaintiff did not receive an uninterrupted ten (10) minute rest period.

4 11. For all remedies available to Plaintiff under the applicable Wage Order and the
5 Labor Code including an award of unpaid wages, attorney's fees, costs, interest,
6 liquidated damages, damages, penalties, and waiting time penalties according to proof
7 to the extent permitted by law;

8 12. For the imposition of civil penalties and/or statutory penalties;

9 13. Reasonable attorney's fees where available by law, including but not limited to,
10 pursuant to the California Labor Code, PAGA, and/or other applicable laws; and

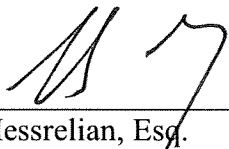
11 14. Costs and expenses of suit incurred herein;

12 15. For all interest as allowed by law;

13 16. For such other and further relief as the Court deems just and proper.

14 DATED: June 5, 2022

MESSRELIAN LAW INC.

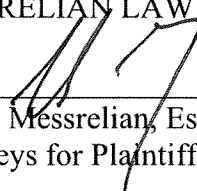
15 By 
16 Harout Messrelian, Esq.
17 Attorneys for Plaintiff Mercedes Rodriguez

18 **DEMAND FOR JURY TRIAL**

19 Plaintiff hereby demands, as a matter of right, a trial by jury in this case.

20
21 DATED: June 5, 2022

MESSRELIAN LAW INC.

22 By 
23 Harout Messrelian, Esq.
24 Attorneys for Plaintiff Mercedes Rodriguez
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