

1 **BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP**

2 Norman B. Blumenthal (State Bar #068687)

3 Kyle R. Nordrehaug (State Bar #205975)

4 Aparajit Bhowmik (State Bar #248066)

5 Nicholas J. De Blouw (State Bar #280922)

6 2255 Calle Clara

7 La Jolla, CA 92037

8 Telephone: (858)551-1223

9 Facsimile: (858) 551-1232

10 Website: www.bamlawca.com

11 Attorneys for Plaintiff

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

13 **IN AND FOR THE COUNTY OF ALAMEDA**

14 JILEEA JORDAN, on behalf of the State of
15 California, as a private attorney general,

16 Plaintiff,

17 vs.

18 WAX CENTER PARTNERS
19 INTERMEDIATE HOLDCO LLC, a Limited
20 Liability Company; WAX CENTER
21 PARTNERS HOLDCO LLC, a Limited
22 Liability Company; and DOES 1 through 50,
23 inclusive,

24 Defendants.

Case No. **22CV024363**

REPRESENTATIVE ACTION
COMPLAINT FOR:

1. Civil Penalties Pursuant to Labor Code § 2699, *et seq.* for violations of Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and the applicable Wage Order(s).

1 Plaintiff Jileea Jordan (“PLAINTIFF”), on behalf of the people of the State of California
2 and as an “aggrieved employee” acting as a private attorney general under the Labor Code
3 Private Attorney General Act of 2004, § 2699, *et seq.* (“PAGA”) only, alleges on information
4 and belief, except for her own acts and knowledge which are based on personal knowledge, the
5 following:

6 **INTRODUCTION**

7 1. PLAINTIFF brings this action against Defendants Wax Center Partners
8 Intermediate Holdco LLC and Wax Center Partners Holdco LLC (referred to as
9 “DEFENDANT”) seeking only to recover PAGA civil penalties for herself, and on behalf of
10 all current and former aggrieved employees that worked for DEFENDANT. PLAINTIFF does
11 **not seek to recover anything other than penalties as permitted by California Labor Code**
12 **§ 2699**. To the extent that statutory violations are mentioned for wage violations, PLAINTIFF
13 does not seek underlying general and/or special damages for those violations, but simply the
14 civil penalties permitted by California Labor Code § 2699.

15 2. California has enacted the PAGA to permit an individual to bring an action on
16 behalf of herself and on behalf of others for PAGA penalties *only*, which is the precise and sole
17 nature of this action.

18 3. Accordingly, PLAINTIFF seeks to obtain all applicable relief for
19 DEFENDANT’s violations under PAGA and solely for the relief as permitted by PAGA – that
20 is, penalties and any other relief the Court deems proper pursuant to the PAGA. Nothing in this
21 complaint should be construed as attempting to obtain any relief that would not be available in
22 a PAGA-only action.

23 **THE PARTIES**

24 4. Defendant Wax Center Partners Intermediate Holdco LLC is a limited liability
25 company that at all relevant times mentioned herein conducted and continues to conduct
26 substantial business in the state of California.

27 5. Defendant Wax Center Partners Holdco LLC is a limited liability company that
28

1 at all relevant times mentioned herein conducted and continues to conduct substantial business
2 in the state of California.

3 6. PLAINTIFF alleges there has existed a unity of interest and ownership between
4 these Defendants such that any individuality and separateness between the entities has ceased.
5 Defendants Wax Center Partners Intermediate Holdco LLC and Wax Center Partners Holdco
6 LLC are therefore alter egos of each other. Adherence to the fiction of the separate existence
7 of would permit an abuse of the corporative privilege, and would promote injustice by
8 protecting Wax Center Partners Intermediate Holdco LLC and Wax Center Partners Holdco
9 LLC from liability for the wrongful acts committed by them. As evidenced by PLAINTIFF's
10 paychecks and company documents, Defendants Wax Center Partners Intermediate Holdco LLC
11 and Wax Center Partners Holdco LLC were joint employers of PLAINTIFF and are referred
12 to herein as ("DEFENDANT").

13 7. DEFENDANT offers waxing services and other skin care solutions from certified
14 wax specialists.

15 8. PLAINTIFF was employed by DEFENDANT in California from February 18,
16 2022 to April 26, 2022 and was at all times classified by DEFENDANT as a non-exempt
17 employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and
18 payment of minimum and overtime wages due for all time worked.

19 9. PLAINTIFF, and such persons that may be added from time to time who satisfy
20 the requirements and exhaust the administrative procedures under the Private Attorney General
21 Act, brings this Representative Action on behalf of the State of California with respect to herself
22 and all individuals who are or previously were employed by Wax Center Partners Intermediate
23 Holdco LLC and/or Wax Center Partners Holdco LLC in California, including any employees
24 staffed with Wax Center Partners Intermediate Holdco LLC and/or Wax Center Partners Holdco
25 LLC by a third party, and classified as non-exempt employees ("AGGRIEVED EMPLOYEES")
26 during the time period of August 15, 2021 until a date as determined by the Court (the "PAGA
27 PERIOD").
28

1 10. PLAINTIFF, on behalf of herself and all AGGRIEVED EMPLOYEES
2 presently or formerly employed by DEFENDANT during the PAGA PERIOD, brings this
3 representative action pursuant to Labor Code § 2699, *et seq.* seeking fixed civil penalties for
4 DEFENDANT's violation of California Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 218,
5 221, 226(a), 226.7, 227.3, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802,
6 California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and the
7 applicable Wage Order(s). Based upon the foregoing, PLAINTIFF and all AGGRIEVED
8 EMPLOYEES are aggrieved employees within the meaning of Labor Code § 2699, *et seq.*

9 11. The true names and capacities, whether individual, corporate, subsidiary,
10 partnership, associate or otherwise of defendants DOES 1 through 50, inclusive, are
11 presently unknown to PLAINTIFF who therefore sues these Defendants by such fictitious
12 names pursuant to Cal. Civ. Proc. Code § 474. PLAINTIFF will seek leave to amend this
13 Complaint to allege the true names and capacities of Does 1 through 50, inclusive, when
14 they are ascertained. PLAINTIFF is informed and believes, and based upon that information
15 and belief alleges, that the Defendants named in this Complaint, including DOES 1 through
16 50, inclusive, are responsible in some manner for one or more of the events and happenings
17 that proximately caused the injuries and damages hereinafter alleged.

18 12. The agents, servants and/or employees of the Defendants and each of them
19 acting on behalf of the Defendants acted within the course and scope of his, her or its
20 authority as the agent, servant and/or employee of the Defendants, and personally
21 participated in the conduct alleged herein on behalf of the Defendants with respect to the
22 conduct alleged herein. Consequently, the acts of each Defendant are legally attributable to
23 the other Defendants and all Defendants are jointly and severally liable to PLAINTIFF and
24 the AGGRIEVED EMPLOYEES, for the loss sustained as a proximate result of the conduct
25 of the Defendants' agents, servants and/or employees.

26 ///

27 ///

28 ///

THE CONDUCT

13. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT was required to pay PLAINTIFF and the AGGRIEVED EMPLOYEES for all their time worked, meaning the time during which an employee is subject to the control of an employer, including all the time the employee is suffered or permitted to work. DEFENDANT requires PLAINTIFF and the AGGRIEVED EMPLOYEES to work without paying them for all the time they are under DEFENDANT's control. Among other things, DEFENDANT requires PLAINTIFF to work while clocked out during what is supposed to be PLAINTIFF's off-duty meal break. PLAINTIFF was from time to time interrupted by work assignments while clocked out for what should have been PLAINTIFF's off-duty meal break. DEFENDANT, as a matter of established company policy and procedure, administers a uniform practice of rounding the actual time worked and recorded by PLAINTIFF and the AGGRIEVED EMPLOYEES, always to the benefit of DEFENDANT, so that during the course of their employment, PLAINTIFF and the AGGRIEVED EMPLOYEES are paid less than they would have been paid had they been paid for actual recorded time rather than "rounded" time. Additionally, DEFENDANT engages in the practice of requiring PLAINTIFF and the AGGRIEVED EMPLOYEES to perform work off the clock in that DEFENDANT, as a condition of employment, required these employees to submit to mandatory temperature checks and symptom questionnaires for COVID-19 screening prior to clocking into DEFENDANT's timekeeping system for the workday. As a result, PLAINTIFF and the AGGRIEVED EMPLOYEES forfeit minimum wage, overtime wage compensation, and off-duty meal breaks by working without their time being correctly recorded and without compensation at the applicable rates. DEFENDANT's policy and practice not to pay PLAINTIFF and the AGGRIEVED EMPLOYEES for all time worked, is evidenced by DEFENDANT's business records.

14. Industrial Welfare Commission Wage Order 4-2001 provides: "Every employer shall pay to each employee, on the established payday for the period involved, not less than the applicable minimum wage for all hours worked in the payroll period, whether

1 the remuneration is measured by time, piece, commission, or otherwise.” “Hours worked” is
2 defined in the Wage Order as “the time during which an employee is subject to the control of
3 an employer, and includes all the time the employee is suffered or permitted to work,
4 whether or not required to do so.” Here, PLAINTIFF and the AGGRIEVED EMPLOYEES
5 were entitled to separate hourly compensation for time spent performing other non-therapy
6 tasks directed by DEFENDANT during their work shifts. In addition, because
7 DEFENDANT from time to time paid PLAINTIFF and the AGGRIEVED EMPLOYEES on
8 a piece rate basis, DEFENDANT also failed to compensate PLAINTIFF and the
9 AGGRIEVED EMPLOYEES for their rest periods as required by the applicable Wage
10 Order and Labor Code. DEFENDANT did not have a policy or practice which paid for off-
11 duty rest periods to PLAINTIFF and the AGGRIEVED EMPLOYEES. As a result,
12 DEFENDANT’s failure to provide PLAINTIFF and the AGGRIEVED EMPLOYEES with
13 all the legally required paid rest periods is evidenced by DEFENDANT’s business records.

14 15. State law provides that employees must be paid overtime and meal and rest
15 break premiums at one-and-one-half times their “regular rate of pay.” PLAINTIFF and the
16 AGGRIEVED EMPLOYEES are compensated at an hourly rate plus incentive pay that is
17 tied to specific elements of an employee’s performance.

18 16. The second component of PLAINTIFF’s and the AGGRIEVED
19 EMPLOYEES’ compensation is DEFENDANT’s non-discretionary incentive program that
20 paid PLAINTIFF and the AGGRIEVED EMPLOYEES incentive wages based on their
21 performance for DEFENDANT. The non-discretionary incentive program provided all
22 employees paid on an hourly basis with incentive compensation when the employees met the
23 various performance goals set by DEFENDANT. However, when calculating the regular
24 rate of pay in order to pay overtime and meal and rest break premiums to PLAINTIFF and
25 the AGGRIEVED EMPLOYEES, DEFENDANT failed to include the incentive
26 compensation as part of the employees’ “regular rate of pay” for purposes of calculating
27 overtime pay and meal and rest break premium pay. Management and supervisors described
28 the incentive program to potential and new employees as part of the compensation package.

1 As a matter of law, the incentive compensation received by PLAINTIFF and the
2 AGGRIEVED EMPLOYEES must be included in the “regular rate of pay.” The failure to
3 do so has resulted in a underpayment of overtime compensation and meal and rest break
4 premiums to PLAINTIFF and the AGGRIEVED EMPLOYEES by DEFENDANT.

5 17. As a result of their rigorous work schedules, PLAINTIFF and the
6 AGGRIEVED EMPLOYEES were from time to time unable to take thirty (30) minute off
7 duty meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFF
8 and the AGGRIEVED EMPLOYEES were required from time to time to perform work as
9 ordered by DEFENDANT for more than five (5) hours during some shifts without receiving
10 a meal break. Further, DEFENDANT from time to time failed to provide PLAINTIFF and
11 the AGGRIEVED EMPLOYEES with a second off-duty meal period for some workdays in
12 which these employees were required by DEFENDANT to work ten (10) hours of work.
13 DEFENDANT also engaged in the practice of rounding the meal period times to avoid
14 paying penalties to PLAINTIFF and the AGGRIEVED EMPLOYEES. PLAINTIFF and the
15 AGGRIEVED EMPLOYEES therefore forfeit meal breaks without additional compensation
16 and in accordance with DEFENDANT’s corporate policy and practice.

17 18. During the PAGA PERIOD, PLAINTIFF and the AGGRIEVED
18 EMPLOYEES were also required from time to time to work in excess of four (4) hours
19 without being provided ten (10) minute rest periods. Further, these employees were denied
20 their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2)
21 to four (4) hours from time to time, a first and second rest period of at least ten (10) minutes
22 for some shifts worked of between six (6) and eight (8) hours from time to time, and a first,
23 second and third rest period of at least ten (10) minutes for some shifts worked of ten (10)
24 hours or more from time to time. PLAINTIFF and the AGGRIEVED EMPLOYEES were
25 also not provided with one hour wages in lieu thereof. Additionally, the applicable
26 California Wage Order requires employers to provide employees with off-duty rest periods,
27 which the California Supreme Court defined as time during which an employee is relieved
28 from all work related duties and free from employer control. In so doing, the Court held that

1 the requirement under California law that employers authorize and permit all employees to
2 take rest period means that employers must relieve employees of all duties and relinquish
3 control over how employees spend their time which includes control over the locations
4 where employees may take their rest period. Employers cannot impose controls that prohibit
5 an employee from taking a brief walk - five minutes out, five minutes back. Here,
6 DEFENDANT's policy restricted PLAINTIFF and the AGGRIEVED EMPLOYEES from
7 unconstrained walks and is unlawful based on DEFENDANT's rule which states
8 PLAINTIFF and the AGGRIEVED EMPLOYEES cannot leave the work premises during
9 their rest period.

10 19. During the PAGA PERIOD, DEFENDANT failed to accurately record and
11 pay PLAINTIFF and the AGGRIEVED EMPLOYEES for the actual amount of time these
12 employees worked. Pursuant to the Industrial Welfare Commission Wage Orders,
13 DEFENDANT was required to pay PLAINTIFF and the AGGRIEVED EMPLOYEES for
14 all time worked, meaning the time during which an employee was subject to the control of
15 an employer, including all the time the employee was permitted or suffered to permit this
16 work. DEFENDANT required these employees to work off the clock without paying them
17 for all the time they were under DEFENDANT's control. As such, DEFENDANT knew or
18 should have known that PLAINTIFF and the AGGRIEVED EMPLOYEES were under
19 compensated for all time worked. As a result, PLAINTIFF and the AGGRIEVED
20 EMPLOYEES forfeited time worked by working without their time being accurately
21 recorded and without compensation at the applicable minimum wage and overtime wage
22 rates. To the extent that the time worked off the clock does not qualify for overtime
23 premium payment, DEFENDANT fails to pay minimum wages for the time worked off-the-
24 clock in violation of Cal. Lab. Code §§ 1194, 1197, and 1197.1.

25 20. From time to time, DEFENDANT also failed to provide PLAINTIFF and the
26 AGGRIEVED EMPLOYEES with complete and accurate wage statements which failed to
27 show, among other things, the correct gross and net wages earned. Cal. Lab. Code § 226
28 provides that every employer shall furnish each of his or her employees with an accurate

1 itemized wage statement in writing showing, among other things, gross wages earned and all
2 applicable hourly rates in effect during the pay period and the corresponding amount of time
3 worked at each hourly rate. DEFENDANT violated Cal. Lab. Code 226(a)(8) by failing to
4 list the correct name of the legal entity that employed PLAINTIFF and the AGGRIEVED
5 EMPLOYEES. PLAINTIFF and the AGGRIEVED EMPLOYEES were paid on an hourly
6 basis. As such, the wage statements should reflect all applicable hourly rates during the pay
7 period and the total hours worked, and the applicable pay period in which the wages were
8 earned pursuant to California Labor Code Section 226(a). The wage statements
9 DEFENDANT provided to PLAINTIFF and the AGGRIEVED EMPLOYEES failed to
10 identify such information. More specifically, the wage statements failed to identify the
11 accurate total hours worked each pay period. When the hours shown on the wage statements
12 were added up, they did not equal the actual total hours worked during the pay period in
13 violation of Cal. Lab. Code 226(a)(2). Aside, from the violations listed above in this
14 paragraph, DEFENDANT failed to issue to PLAINTIFF an itemized wage statement that
15 lists all the requirements under California Labor Code 226 *et seq.* As a result, DEFENDANT
16 from time to time provided PLAINTIFF and the AGGRIEVED EMPLOYEES with wage
17 statements which violated Cal. Lab. Code § 226.

18 21. Cal. Lab. Code § 204(d) provides, the requirements of this section shall be
19 deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if
20 the wages are paid not more than seven (7) calendar days following the close of the payroll
21 period. Cal. Lab. Code § 210 provides:

22 [I]n addition to, and entirely independent and apart from, any other penalty provided
23 in this article, every person who fails to pay the wages of each employee as provided
24 in Sections. . . .204. . .shall be subject to a civil penalty as follows: (1) For any initial
25 violation, one hundred dollars (\$100) for each failure to pay each employee; (2) For
26 each subsequent violation, or any willful or intentional violation, two hundred dollars
27 (\$200) for each failure to pay each employee, plus 25 percent of the amount
28 unlawfully withheld.

22. DEFENDANT from time to time failed to pay PLAINTIFF and the
AGGRIEVED EMPLOYEES within eleven (11) days of the close of the payroll period in
accordance with Cal. Lab. Code § 204(a).

1 23. DEFENDANT underpaid sick pay wages to PLAINTIFF and the
2 AGGRIEVED EMPLOYEES by failing to pay such wages at the regular rate of pay in
3 violation of Cal. Lab. Code Section 246. Specifically, PLAINTIFF and other non-exempt
4 employees earn non-discretionary remuneration. Rather than pay sick pay at the regular rate
5 of pay, DEFENDANT underpaid sick pay to PLAINTIFF and the AGGRIEVED
6 EMPLOYEES at their base rates of pay.

7 24. Cal. Lab. Code Section 246(1)(2) requires that paid sick time for nonexempt
8 employees be calculated by dividing the employee's total wages, not including overtime
9 premium pay, by the employee's total hours worked in the full pay periods of the prior 90
10 days of employment.

11 25. DEFENDANT violated Cal. Lab. Code Section 246 by failing to pay sick pay
12 at the regular rate of pay. PLAINTIFF and the AGGRIEVED EMPLOYEES routinely
13 earned non-discretionary incentive wages which increased their regular rate of pay.
14 However, when sick pay was paid, it was paid at the base rate of pay for PLAINTIFF and
15 the AGGRIEVED EMPLOYEES, as opposed to the correct, higher regular rate of pay, as
16 required under Cal. Lab. Code Section 246.

17 26. As a pattern and practice, DEFENDANT regularly failed to pay PLAINTIFF
18 and the AGGRIEVED EMPLOYEES their correct wages and accordingly owe waiting time
19 penalties pursuant to Cal. Lab. Code Section 203. Further, PLAINTIFF is informed and
20 believes and based thereon alleges that such failure to pay sick pay at regular rate was
21 willful, such that PLAINTIFF and the AGGRIEVED EMPLOYEES whose employment has
22 separated are entitled to waiting time penalties pursuant to Cal. Lab. Code Sections 201-203.

23 27. Pursuant to Cal. Lab. Code Section 221, "It shall be unlawful for any employer
24 to collect or receive from an employee any part of wages theretofore paid by said employer
25 to said employee." DEFENDANT failed to pay all compensation due to PLAINTIFF and
26 the AGGRIEVED EMPLOYEES, made unlawful deductions from compensation payable to
27 PLAINTIFF and the AGGRIEVED EMPLOYEES, failed to disclose all aspects of the
28 deductions from compensation payable to PLAINTIFF and the AGGRIEVED

1 EMPLOYEES, and thereby failed to pay these employees all wages due at each applicable
2 pay period and upon termination.

3 28. DEFENDANT intentionally and knowingly failed to reimburse and indemnify
4 PLAINTIFF and the AGGRIEVED EMPLOYEES for required business expenses incurred
5 by the PLAINTIFF and the AGGRIEVED EMPLOYEES in direct consequence of
6 discharging their duties on behalf of DEFENDANT. Under California Labor Code Section
7 2802, employers are required to indemnify employees for all expenses incurred in the course
8 and scope of their employment. Cal. Lab. Code § 2802 expressly states that "an employer
9 shall indemnify his or her employee for all necessary expenditures or losses incurred by the
10 employee in direct consequence of the discharge of his or her duties, or of his or her
11 obedience to the directions of the employer, even though unlawful, unless the employee, at
12 the time of obeying the directions, believed them to be unlawful."

13 29. In the course of their employment PLAINTIFF and the AGGRIEVED
14 EMPLOYEES as a business expense, were required by DEFENDANT to use their own
15 personal cellular phones as a result of and in furtherance of their job duties as employees for
16 DEFENDANT but are not reimbursed or indemnified by DEFENDANT for the cost
17 associated with the use of their personal cellular phones and home offices for
18 DEFENDANT's benefit. Specifically, PLAINTIFF and the AGGRIEVED EMPLOYEES
19 were required by DEFENDANT to use their personal cellular phones and home offices. As
20 a result, in the course of their employment with DEFENDANT, PLAINTIFF and the
21 AGGRIEVED EMPLOYEES incurred unreimbursed business expenses which included, but
22 were not limited to, costs related to the use of their personal cellular phones and home
23 offices all on behalf of and for the benefit of DEFENDANT.

24 30. All of the conduct and violations alleged herein occurred during the PAGA
25 PERIOD. To the extent that any of the conduct and violations alleged herein did not affect
26 PLAINTIFF during the PAGA PERIOD, PLAINTIFF seeks penalties for those violations
27 that affected the AGGRIEVED EMPLOYEES pursuant to *Carrington v. Starbucks Corp.*
28 2018 AJDAR 12157 (Certified for Publication 12/19/18).

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

JURISDICTION AND VENUE

31. This Court has jurisdiction over this Action pursuant to California Code of Civil Procedure, Section 410.10.

32. Venue is proper in this Court pursuant to California Code of Civil Procedure, Sections 395 and 395.5, because PLAINTIFF worked in this County for DEFENDANT and DEFENDANT (i) currently maintains and at all relevant times maintained offices and facilities in this County and/or conducts substantial business in this County, and (ii) committed the wrongful conduct herein alleged in this County against AGGRIEVED EMPLOYEES.

FIRST CAUSE OF ACTION

For Violation of the Private Attorneys General Act

[Cal. Lab. Code §§ 2698, *et seq.*]

(By PLAINTIFF and Against All Defendants)

33. PLAINTIFF realleges and incorporates by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

34. PAGA is a mechanism by which the State of California itself can enforce state labor laws through the employee suing under the PAGA who do so as the proxy or agent of the state's labor law enforcement agencies. An action to recover civil penalties under PAGA is fundamentally a law enforcement action designed to protect the public and not to benefit private parties. The purpose of the PAGA is not to recover damages or restitution, but to create a means of "deputizing" citizens as private attorneys general to enforce the Labor Code. In enacting PAGA, the California Legislature specified that "it was ... in the public interest to allow aggrieved employees, acting as private attorneys general to recover civil penalties for Labor Code violations ..." Stats. 2003, ch. 906, § 1. Accordingly, PAGA claims cannot be subject to arbitration.

35. PLAINTIFF, and such persons that may be added from time to time who satisfy the requirements and exhaust the administrative procedures under the Private

1 Attorney General Act, brings this Representative Action on behalf of the State of California
2 with respect to herself and all individuals who are or previously were employed by Wax
3 Center Partners Intermediate Holdco LLC and/or Wax Center Partners Holdco LLC in
4 California, including any employees staffed with Wax Center Partners Intermediate Holdco
5 LLC and/or Wax Center Partners Holdco LLC by a third party, and classified as non-exempt
6 employees ("AGGRIEVED EMPLOYEES") during the time period of August 15, 2021
7 until a date as determined by the Court (the "PAGA PERIOD").

8 36. On August 15, 2022, PLAINTIFF gave written notice by electronic mail to the
9 Labor and Workforce Development Agency (the "Agency") and by certified mail to the
10 employer of the specific provisions of this code alleged to have been violated as required by
11 Labor Code § 2699.3. The statutory waiting period for PLAINTIFF to add these allegations
12 to the Complaint has expired. As a result, pursuant to Section 2699.3, PLAINTIFF may now
13 commence a representative civil action under PAGA pursuant to Section 2699 as the proxy
14 of the State of California with respect to all AGGRIEVED EMPLOYEES as herein defined.

15 37. The policies, acts and practices heretofore described were and are an unlawful
16 business act or practice because DEFENDANT (a) failed to provide PLAINTIFF and the
17 AGGRIEVED EMPLOYEES accurate itemized wage statements, (b) failed to properly
18 record and provide legally required meal and rest periods, (c) failed to pay minimum wages,
19 (d) failed to pay overtime wages and sick pay wages, (e) failed to reimburse employees for
20 required expenses and (f) failed to provide wages when due, all in violation of the applicable
21 Labor Code sections listed in Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221,
22 226(a), 226.7, 227.3, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California
23 Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and the applicable Wage
24 Order(s), and thereby gives rise to civil penalties as a result of such conduct.¹ PLAINTIFF
25 hereby seeks recovery of only civil penalties as prescribed by the Labor Code Private

26
27
28 ¹Plaintiff specifically excludes and/or does not allege any claims under California Labor
Code §558(a)(3).

1 Attorney General Act of 2004 as the representative of the State of California for the illegal
2 conduct perpetrated on PLAINTIFF and the AGGRIEVED EMPLOYEES.

3
4 **PRAYER FOR RELIEF**

5 WHEREFORE, PLAINTIFF prays for judgment against each Defendant, jointly and
6 severally, as follows:

7 1. On behalf of the State of California and with respect to all AGGRIEVED
8 EMPLOYEES:

9 A) Recovery of civil penalties as prescribed by the Labor Code Private
10 Attorneys General Act of 2004; and,

11 B) An award of attorneys' fees and cost of suit, as allowable under the
12 law, including, but not limited to, pursuant to Labor Code §2699.

13 Dated: December 21, 2022 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW
14 LLP

15
16 By: /s/ Nicholas De Blouw
17 Norman B. Blumenthal
18 Kyle R. Nordrehaug
19 Nicholas J. De Blouw
20 *Attorneys for Plaintiff*
21
22
23
24
25
26
27
28