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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

AMANDA JOHNSON, as an individual and
on behalf of all others similarly situated,

Plaintiff,

vs.

BEAUTY SYSTEMS GROUP LLC; and
DOES 1 through 50, inclusive,

Defendants.

Case No.: 25CV012716

**FIRST AMENDED REPRESENTATIVE
ACTION COMPLAINT FOR VIOLATION OF
LABOR CODE § 2698, *ET SEQ.***

DEMAND OVER \$35,000.00

1 Plaintiff Amanda Johnson (“Plaintiff”) hereby submits this First Amended Representative
2 Action Complaint (“Complaint”) against Defendant Beauty Systems Group LLC and Does 1
3 through 50 (collectively, “Defendants”), on behalf of herself, current and former aggrieved
4 employees of Defendant and the State of California, for penalties as follows:

5 **INTRODUCTION**

6 1. This action is within the Court’s jurisdiction under California Labor Code
7 sections 201, 202, 203, 226(a), 226.7, 510, 512, 558, 1194, 1197, 1197.1, and 2698 *et seq.*, and
8 the applicable Wage Orders of the California Industrial Welfare Commission (“IWC”).

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

11 3. Plaintiff is informed and believes, and based thereon alleges, that Defendants,
12 jointly and severally, have acted intentionally and with deliberate indifference and conscious
13 disregard to the rights of all employees by: (1) failing to pay minimum, regular, and overtime
14 wages for all hours worked, in violation of Labor Code sections 510, 558, 1194, 1197, and
15 1197.1; (2) failing to pay meal and rest period premiums at the regular rate of pay, in violation of
16 Labor Code sections 226.7 and 512; (3) failing to provide accurate itemized wage statements, in
17 violation of Labor Code section 226(a); and (4) failing pay all wages owed at separation of
18 employment, in violation of Labor Code sections 201, 202 and 203.

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

23 5. The policies, practices, and customs of Defendants described above and below
24 have resulted in unjust enrichment of Defendants and an unfair business advantage over
25 businesses that routinely adhere to the strictures of the California Labor Code.

26 **JURISDICTION AND VENUE**

27 6. The Court has jurisdiction over the violations of the California Labor Code
28 sections 201, 202, 203, 226(a), 226.7, 510, 512, 558, 1194, 1197, 1197.1 and 2698 *et seq.*, and

1 the applicable Wage Orders of the IWC.

2 7. Venue is proper because Defendant does business in Sacramento County and
3 maintains a business location in Sacramento County.

4 **PARTIES**

5 8. Plaintiff was employed by Defendant as a CosmoProf store manager during the
6 approximate period of October 2023 to May 23, 2025. For the duration of her employment,
7 Plaintiff was an hourly, non-exempt employee.

8 9. Plaintiff was and is the victim of the policies, practices, and customs of Defendant
9 complained of in this action in ways that have deprived her of the rights guaranteed by California
10 Labor Code sections 201, 202, 203, 226(a), 226.7, 510, 512, 558, 1194, 1197, 1197.1 and 2698 *et*
11 *seq.*, and the applicable Wage Orders of the IWC.

12 10. Plaintiff is informed and believes, and based thereon alleges, that Defendant
13 Beauty Systems Group LLC is a professional beauty supply distributor that maintains operations
14 in the State of California, including the County of Sacramento.

15 11. Plaintiff is informed and believes, and based thereon alleges, that at all times
16 herein mentioned Defendant and Does 1 through 50, are and were corporations, business entities,
17 individuals, and partnerships, licensed to do business and actually doing business in the State of
18 California. As such, and based upon all the facts and circumstances incident to Defendants'
19 business, Defendants are subject to California Labor Code sections 201, 202, 203, 226(a), 226.7,
20 510, 512, 558, 1194, 1197, 1197.1 and 2698 *et seq.*, and the applicable Wage Orders of the IWC.

21 12. Plaintiff does not know the true names or capacities, whether individual, partner,
22 or corporate, of the defendants sued herein as Does 1 through 50, inclusive, and for that reason,
23 said defendants are sued under such fictitious names, and Plaintiff prays for leave to amend this
24 Complaint when the true names and capacities are known. Plaintiff is informed and believes and
25 based thereon alleges that each of said fictitious defendants was responsible in some way for the
26 matters alleged herein and proximately caused Plaintiff, the Class, and members of the general
27 public to be subject to the illegal employment practices, wrongs, and injuries complained of
28 herein.

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

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

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

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

23 **FIRST CAUSE OF ACTION**

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

25 **(BY PLAINTIFF AND AGGRIEVED EMPLOYEES AGAINST ALL DEFENDANTS)**

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

28 18. Plaintiff brings this cause of action, on behalf of and as a proxy for the State of

California and in this capacity, seeks penalties on behalf of all Aggrieved Employees from May 27, 2024, through the present, for Defendants' violations of Labor Code sections 201-204, 226, 226.7, 510, 512, 558, 1194, 1197, 1197.1, arising from Defendants' policy and practice of: (1) failing to pay minimum, regular, and overtime wages for all hours worked, in violation of Labor Code sections 201-204, 510, 558, 1194, 1197, and 1197.1; (2) failing to pay meal period premiums at the regular rate of pay, in violation of Labor Code sections 226.7 and 512; (3) failing to pay rest period premiums at the regular rate of pay, in violation of Labor Code section 226.7; (4) failing to provide accurate itemized wage statements, in violation of Labor Code section 226(a); and (5) failing pay all wages owed at separation of employment, in violation of Labor Code sections 201, 202 and 203.

19. With respect to Defendants' violations of Labor Code sections 201-204, 510, 558, 1194, 1197, and 1197.1, employers are required to pay employees for minimum and regular wages for all hours worked fewer than eight hours in a day and/or fewer than 40 hours in a workweek. The California Labor Code also requires an employer to pay employees overtime wages for all hours worked greater than eight hours in a day and/or greater than 40 hours in a workweek.

20. As a pattern and practice, Defendant suffered and permitted Plaintiff and Aggrieved Employees to perform work off-the-clock, without payment of minimum and regular wages for all hours worked in a workday and workweek, and without payment of overtime wages for all hours worked greater than eight hours in a day and/or greater than 40 hours in a workweek. Specifically, Defendant required Plaintiff and Aggrieved Employees to perform opening and closing procedures off-the-clock including, but not limited to setting/disarming the store alarm, locking/unlocking the doors and/or picking up store keys. Although Defendant required employees to complete said opening and closing procedures, Plaintiff and Aggrieved Employees were not paid any applicable minimum wages for this time.

21. 25. As a pattern and practice, Defendant suffered and permitted Plaintiff and Aggrieved Employees to work in excess of eight hours in a workday and/or over 40 hours in a workweek without overtime pay. Specifically, Defendant required Plaintiff and Aggrieved

1 Employees to perform opening and closing procedures off-the-clock including, but not limited to
2 setting/disarming the store alarm, locking/unlocking the doors and/or picking up store keys.

3 Although Defendant required employees to complete said opening and closing procedures,
4 Plaintiff and Aggrieved Employees were not paid any applicable overtime for this time.

5 22. With respect to the meal and rest violations, Defendant failed to pay Plaintiff and
6 Aggrieved Employees premium compensation at the regular rate of pay, as mandated by Labor
7 Code sections 226.7 and 512. In this regard, Plaintiff and Aggrieved Employees earned non-
8 discretionary incentive pay, including, but not limited to, bonuses, incentives and/or SPIFFs.
9 During workweeks where Plaintiff and Aggrieved Employees earned such non-discretionary
10 incentives and meal/rest period premiums, Defendant failed to incorporate the incentives in the
11 calculation of the regular rate used to pay the premium. Rather, Defendant calculated and paid
12 the meal/rest period premium at an employee's base hourly rate of pay. As a result of such
13 policy and practice, Defendant underpaid meal/rest period premium pay to Plaintiff and
14 Aggrieved Employees.

15 23. Additionally, Plaintiff alleges wage statement violations under Labor Code
16 section 226. Here, as a result of the violations alleged herein, the wage statements issued to
17 Plaintiff and Aggrieved Employees did not accurately identify the correct applicable hours
18 worked at each hourly rate, the total hours worked, and gross and net wages earned, in violation
19 of Labor Code section 226.

20 24. Lastly, as a result of the violations above, Defendants have violated Labor Code
21 sections 201-203 by failing to pay all wages owed to Plaintiff and Aggrieved Employees who
22 have separated from employment.

23 25. On or about May 27, 2025, Plaintiff sent written notice to the California Labor &
24 Workforce Development Agency ("LWDA") of Defendant's violations of Labor Code sections
25 201-204, 226, 226.7, 510, 512, 558, 1194, 1197, and 1197.1, pursuant to Labor Code section
26 2698, *et seq.*, the Private Attorneys General Act ("PAGA"). In addition to the LWDA, Plaintiff
27 also sent her notice to Defendant via certified mail pursuant to Labor Code section 2699.3.

As of the date of the filing of this Complaint, the LWDA has not responded to Plaintiff's written notice nor indicated that it intends to investigate the Labor Code violations provided for in the written notice.

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

PRAYER FOR RELIEF

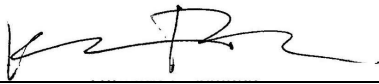
WHEREFORE, Plaintiff prays for judgment for herself and all others on whose behalf this suit is brought against Defendants, jointly and severally, as follows:

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

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

DATED: July 8, 2025

DIVERSITY LAW GROUP, P.C.

By: 
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Attorneys for Plaintiff and the Aggrieved
Employees