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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

MAYA ABASSI, an individual, on behalf of herself and all other aggrieved employees and the State of California, pursuant to the Private Attorney General Act of 2004,

Plaintiff,

v.

PAPERDOLL SALON, a California corporation, and DOES 1-25, inclusive,

Defendants.

Case No.: 25CU038174C

COMPLAINT FOR ENFORCEMENT OF THE CALIFORNIA LABOR CODE UNDER THE PRIVATE ATTORNEYS GENERAL ACT OF 2004

INTRODUCTION

Plaintiff MAYA ABASSI, an individual, on behalf of herself, the aggrieved employees of Defendants PAPERDOLL SALON and DOES 1-25, inclusive (collectively, “Defendants”), and the State of California, pursuant to the Private Attorney General Act of 2004 brings this lawsuit against Defendants for the enforcement of the Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, et seq.)(“PAGA”).

PARTIES

1. Plaintiff MAYA ABASSI ("Plaintiff") is an individual resident of the County of San Diego, State of California. From on or around September 23, 2023 to March 12, 2025 ("Employment Period"), Plaintiff was employed by Defendants as Commissioned Stylist in the County of San Diego, State of California.

2. Defendant PAPERDOLL SALON ("PDS") is a California corporation. PDS' agent for service of process is Kevin C. Conover located at 1263 Garnet Avenue, San Diego, California 92109. At all relevant times, PDS' principal place of business was located in this judicial district.

3. Plaintiff is unaware of the true names and capacities of all defendants. Plaintiff sues those unknown defendants by their fictitious names, DOES 1-25, inclusive. Plaintiff will seek leave to amend this Complaint for Enforcement of the California Labor Code Under the Private Attorneys General Act of 2004 ("Complaint") once their true and correct names are ascertained.

4. Upon information and belief, at all relevant times, one or more of each of the named Defendants, or all of them, were in some fashion–by contract or otherwise–the managing agents, predecessors, affiliates, alter egos, assigns, joint venturers, co-venturers, and/or partners of one or more of the remaining and/or unnamed defendants, and was acting within that capacity.

5. Upon information and belief, at all relevant times, one or more the remaining named and/or unnamed defendants are the successors of one or more of the remaining named and/or unnamed defendants. Such successors are liable for the transactions, occurrences, series of transactions, and/or Plaintiff's and/or the aggrieved employees' damages and injuries arising from the same extent of those successors' predecessors.

6. Upon information and belief, at all relevant times, Defendants were and/or are the alter egos of all defendants in this pending civil action. Defendants each acted for their own benefit and/or the benefit of one or more of the remaining named and/or unnamed defendants. Defendants were acting on behalf of each other in the establishment, ratification, and/or execution of the illegal employment practices and policies described in this Complaint.

7. Upon information and belief, at all relevant times, Defendants had decision-making authority, responsibility, oversight, and/or influence for the establishment and execution of

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Defendants' illegal employment practices and policies. Accordingly, Defendants–individually and all named and/or unnamed defendants collectively–are liable for each of the causes of action alleged in this Complaint.

8. Upon information and belief, at all relevant times, there existed and/or exists a unity of interest and ownership between each DOE defendant and the Defendants, jointly and severally, such that their individuality and separateness ceased to exist. More specifically, the business affairs of Defendants and all named and/or unnamed defendants could not be segregated and were and/or are inextricably intertwined, commingled, and combined.

9. Defendants DOES 1-25, inclusive, were and/or still are used as mere shells and conduits for Defendants' business affairs individually and/or collectively. The recognition of the separate existence of each such DOE defendant would not promote justice. Instead, it would permit Defendants to insulate themselves from individual liability as to Plaintiff, the aggrieved employees, and the State of California. Defendants constitute the alter egos of each other; the fiction of their separate existence must be disregarded at law and equity to avoid fraud and injustice to Plaintiff, the aggrieved employees, and the State of California.

JURISDICTION AND VENUE

10. This Court has original jurisdiction over this pending civil action under Article VI, section of the California Constitution, exercisable under Code of Civil Procedure section 410.10. This Court has subject matter jurisdiction.

11. This Court has personal jurisdiction over Defendants because they were/are citizens of and/or residents of the State of California during all relevant time periods. This Court's exercise of personal jurisdiction over Defendants comports with traditional notions of fair play and substantial justice.

12. Venue is proper under Code of Civil Procedure section 395 because, at all relevant times, Defendants' place of business was/is located in this judicial district. Venue is also proper because this Court has personal jurisdiction over Defendants.

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FACTUAL ALLEGATIONS

13. Plaintiff was employed by PDS as a Commission Stylist, a non-exempt hourly position, from September 23, 2023 to March 12, 2025 ("Employment Period"). Plaintiff's initial base rate of pay was $16.30 plus a commission. Plaintiff's final rate of pay was $17.25 per hour plus a commission.

14. However, PDS never furnished Plaintiff with a written commission policy during the Employment Period. As a result, Plaintiff was confused about how commissions were earned and/or calculated. To further confuse matters, PDS characterized Plaintiff's commissions as "bonus" or "product bonus."

15. Upon hire, PDS asked Plaintiff to sign a meal period waiver titled Waiver Of Off-Duty Meal Break(s). But the nature of Plaintiff's work as a Commission Stylist did not justify PDS' requirement that she waive her meal. For example, Plaintiff was *never* the only employee working at PDS; other PDS employees were *always* working with Plaintiff who could have substituted for her during meal periods.

16. Despite this fact, PDS did not authorize or permit Plaintiff to take a 30-minute uninterrupted meal period after each five hours of work when she worked more than six hours in a workday. A preliminary analysis of Plaintiff's time sheet reveals that she was not authorized or permitted to take a compliant meal period on 112 of the 259 workdays (43 percent violation rate) that she worked during the Employment Period. PDS did not pay Plaintiff a meal period wage on those workdays.

17. PDS did not authorize or permit Plaintiff to take a 10-minute uninterrupted rest period after each four hours of work or major fraction thereof. Plaintiff is informed and believes that she was not authorized or permitted to take a compliant rest period one out of every two workdays (50 percent violation rate) during the Employment Period. PDS did not pay Plaintiff a rest period wage on those workdays.

18. During the Employment Period, PDS required Plaintiff to use her personal cell phone for work. In particular, PDS printed Plaintiff's personal cell phone on a business card that PDS provided to her. PDS further required Plaintiff to communicate with PDS' clients to schedule

appointments using her personal cell phone. PDS did not reimburse Plaintiff for using her personal cell phone for work.

19. PDS' clients would regularly call/text message Plaintiff on her personal cell phone *after* she clocked-out for the workday to schedule appointments. Plaintiff is informed and believes that she performed approximately 30-minutes of off-the-clock work each workday during the Employment Period. PDS did not pay Plaintiff for that off-the-clock work. Plaintiff worked 259 workdays during the Employment Period and is informed and believes that she performed 129.5 hours of off-the-clock work without *any* compensation.

20. During the Employment Period, there were at least nine (9) occasions where she worked more than 7.5 hours but less than eight (8) hours. As a result, Plaintiff's 30-minutes of uncompensated off-the-clock work triggered overtime pay. Further, PDS did not properly calculate Plaintiff's overtime rate of pay during the Employment Period because her regular rate of pay calculation *excluded* her earned commissions (i.e., "bonus" or "product bonus").

21. During the Employment Period, PDS did not furnish Plaintiff with accurate and sufficiently itemized wage statements. PDS' wage statements for Plaintiff did not accurately list her regular rate of pay or accurately/sufficiently itemize her earned but unpaid off-the-clock work, meal and rest period wages.

22. On March 12, 2025, Plaintiff was constructively terminated because of PDS' intolerable wage theft scheme (i.e., Defendants' illegal meal and rest period, expense reimbursement, and off-the-clock work policies and practices). PDS did not pay Plaintiff all of her earned but unpaid wages (i.e., wages for her off-the-clock work and meal and rest period wages) immediately upon her constructive termination. To-date, PDS has not paid all of Plaintiff's earned but unpaid wages.

PAGA ALLEGATIONS

23. During the Employment Period, Plaintiff was an "aggrieved employee" under PAGA. Plaintiff is further informed and believes that from April 28, 2024 to the present ("PAGA Period"), PDS employed 19 "aggrieved employees," including herself.

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24. Plaintiff is informed and believes that, during the PAGA Period, PDS required the aggrieved employees to work 30-minutes off-the-clock each workday without any compensation.

25. Plaintiff is informed and believes that, during the PAGA Period, PDS miscalculated the aggrieved employees' regular rates of pay by *excluding* their respective commissions (i.e., "bonus" and/or "product bonus"). As a result, Plaintiff is further informed and believes that PDS miscalculated the aggrieved employees' respective overtime rates of pay as well.

26. Plaintiff is informed and believes the aggrieved employees were entitled to overtime pay for their uncompensated off-the-clock work during the PAGA Period.

27. Plaintiff is informed and believes that the aggrieved employees were asked to sign meal period waivers that were facially illegal. Plaintiff is informed and believes PDS' nature of work did not justify waiving the aggrieved employees' respective meal periods during the PAGA Period.

28. Plaintiff is informed and believes the aggrieved employees were not authorized or permitted to take a 30-minute uninterrupted duty-free meal period after each five hours of work during the PAGA Period. Plaintiff is further informed and believes that PDS did not pay the aggrieved employees a meal period wage in the form of an additional hour of pay at the aggrieved employees' respective regular rate of pay on those occasions.

29. Plaintiff is informed and believes that the aggrieved employees were not authorized or permitted to take 10-minute uninterrupted duty-free rest periods after each four hours of work or major fraction thereof during the PAGA Period. Plaintiff is further informed and believes that PDS did not pay the aggrieved employees a rest period wage on those occasions.

30. Plaintiff is informed and believes that PDS required the aggrieved employees to use their respective personal cell phones for work during the PAGA Period. Plaintiff is further informed and believes that PDS did not reimburse the aggrieved employees for being required to use their respective personal cell phones for work.

31. Plaintiff is informed and believes that PDS did not furnish the aggrieved employees with accurate or sufficiently itemized wage statements during the PAGA Period.

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32. Plaintiff is informed and believes PDS did not pay the aggrieved employees all of their respective earned but unpaid wages immediately upon termination.

ADMINISTRATIVE EXHAUSTION

33. On May 13, 2025, Plaintiff electronically notified the California Labor Workforce Development Agency ("LWDA") of Defendants' Labor Code violations during the PAGA Period and served PDS a copy of the letter via Certified Mail.

34. On May 16, 2025, the United States Postal Service delivered the May 13, 2025 letter to PDS.

35. The last day for Defendants to confidentially propose a cure to LWDA was June 16, 2025. Upon information and belief, Defendants have not made any such proposals to LWDA. Defendants have not notified Plaintiff of their intent to cure any of the Labor Code violations enumerated in the May 13, 2025 letter.

36. The last day for LWDA to set a conference to discuss any confidential proposal by Defendants to cure the violations enumerated it the May 13, 2025 letter was June 30, 2025. LWDA has not notified Plaintiff of any such conference.

37. The last day for LWDA to notify Plaintiff of its intent to investigate her claims was July 18, 2025. LWDA has not notified Plaintiff of its intent to investigate her claims.

FIRST CAUSE OF ACTION

Violation of Private Attorney General Act of 2004 (Cal. Lab. Code §§ 2698, et seq.)

38. Plaintiff repeats and incorporates by reference all previous allegations and further alleges the following:

39. PAGA permits LWDA to assess and collect civil penalties under PAGA for violating California's Labor Code. PAGA also permits an aggrieved employee like Plaintiff to recover civil penalties, in a civil action, on behalf of herself, the other aggrieved employees, and the State of California, pursuant to the procedures enumerated in Labor Code section 2699.3.

40. A civil action that alleges a PAGA cause of action may be brought by an "aggrieved employee." An "aggrieved employee" is any person that was employed by the alleged violator

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against whom one or more of the alleged violations was committed. Plaintiff is an “aggrieved person” under PAGA.

41. Minimum Wage Violations. Defendants violated Labor Code sections 1182.12, 8 CCR 11020(4), and MW-2025 for requiring Plaintiff and the aggrieved employees to perform off-the-clock work without any compensation during the PAGA Period.

42. Secret Payment of Wages. Defendants violated Labor Code section 223 because Plaintiff and the aggrieved employees were required to work off-the-clock without any compensation, which was secretly less than the prevailing minimum wage during the PAGA Period.

43. Regular Rate of Pay Miscalculation. Defendants miscalculated Plaintiff’s and the aggrieved employees’ respective regular rates of pay because they did not include commissions (i.e., “bonuses” or “product bonuses”) or overtime pay in their calculations.

44. Overtime Violations. Defendants violated Labor Code section 510 by not paying Plaintiff and the aggrieved employees one-and-one-half times their respective regular rates of pay when they worked more than eight hours in a workday, 40-hours in a workweek, and/or seven consecutive days in a workweek during the PAGA Period.

45. Meal Period Violations. Defendants violated Labor Code section 226.7, 512, 1198, 1199, and 8 CCR 11020(11) for not authorizing and/or permitting Plaintiff and the aggrieved employees to take timely, 30-minute uninterrupted duty-free meal periods after each five hours of work during the PAGA Period. Defendants further violated Labor Code sections 226.7, 512 1198, 1199, and 8 CCR 11020(11) by not paying Plaintiff and the aggrieved employees a meal period wage during the PAGA Period.

46. Rest Period Violations. Defendants violated Labor Code section 226.7, 1198, 1199, and 8 CCR 11020(12) for not authorizing and/or permitting Plaintiff and the aggrieved employees to take timely, 10-minute uninterrupted duty-free rest periods after each four hours of work or major fraction thereof during the PAGA Period. Defendants further violated Labor Code sections 226.7, 1198, 1199, and 8 CCR 11020(12) by not paying Plaintiff and the aggrieved employees a rest period wage during the PAGA Period.

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47. Failure to Pay Wages Due Upon Separation. Defendants violated Labor Code sections 201-203 because Defendants failed and/or refused to timely pay Plaintiff and the aggrieved employees all of their earned but unpaid wages upon termination and/or voluntary resignation during the PAGA Period.

48. Failure to Reimburse Necessary Business Expenses. Defendants violated Labor Code sections 2800-2802 because Defendants failed and/or refused to reimburse Plaintiff and the aggrieved employees for all necessary business expenses, including but not limited to necessary business expenses associated with personal cell phone usage for work purposes, that Plaintiff and/or the aggrieved employees incurred on behalf of Defendants during the PAGA Period.

49. Wage Statement Violations. Defendants violated Labor Code sections 226 and 226.3 by failing and/or refusing to furnish Plaintiff and the aggrieved employees with accurate and sufficiently itemized wage statements during the PAGA Period. During the PAGA Period, Plaintiff, and upon information and belief, the aggrieved employees were confused by Defendants' inaccurate and insufficiently itemized wage statements.

50. Failure to Maintain Accurate Records. Defendants violated Labor Code section 1174 and 2 CCR 11020(7) because they failed to maintain accurate records enumerating Plaintiff's and the aggrieved employees' respective total hours worked and applicable rates of pay during the PAGA Period.

51. Defendants' myriad Labor Code violations make it liable to Plaintiff and the aggrieved employees for civil penalties under PAGA.

52. Plaintiff complied with PAGA's administrative exhaustion requirements. Defendants failed to cure and provide notice within the PAGA statutory period. LWDA did not investigate Plaintiff's claims within the PAGA statutory period.

53. Defendants are liable to Plaintiff and the aggrieved employees for civil penalties under PAGA for the Labor Code violations alleged in the Complaint.

54. Plaintiff seeks to recover those civil penalties in the amounts set forth in each statute allegedly violated in the Complaint, for all statutes that lack a specified penalty, and seeks default penalties under PAGA.

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55. Plaintiff also seeks an award of reasonable attorney's fees and costs in connection with her claims for civil penalties under PAGA.

PRAYER FOR RELIEF

56. Plaintiff requests the following:

A. Civil penalties in an amount to be proven at trial;

B. Accrued interest at the maximum legal rate in an amount to be proven at trial;

C. Reasonable attorney's fees and costs;

D. All other remedies this Court deems just and proper.

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Date: July 19, 2025

Shafiel A. Karim

Attorney for Plaintiff Maya Abassi, an individual, on behalf of herself and all others aggrieved employees and the State of California pursuant to the Private Attorney General Act of 2004

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