

SUMMONS (CITACION JUDICIAL)

NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

BEAUTY SOLUTIONS, LLC, a California Limited Liability Company, and DOES 1 through 10, inclusive.

YOU ARE BEING SUED BY PLAINTIFF: (LO ESTÁ DEMANDANDO EL DEMANDANTE):

DEBORA BEAIRD, on behalf of herself and all others similarly situated, and on behalf of the general public,

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

ELECTRONICALLY FILED
Superior Court of California
County of Santa Cruz
1/17/2023 8:00 AM
Clerk of the Court by Deputy,
Karen Broughton



NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es): Santa Cruz Main Courthouse
701 Ocean Street, Room 110
Santa Cruz, CA 95060

CASE NUMBER: 23CV00122
(Número del Caso):

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Roman Otkupman & Nidah Farishta: 5743 Corsa Ave, Suite 123, Westlake Village, CA 91362; (818)293-5623

DATE: 1/17/2023
(Fecha)

Clerk, by _____, Deputy
(Secretario) _____ (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

[SEAL]



NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):
3. ☐ on behalf of (specify):

under: ☐ CCP 416.10 (corporation)	☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation)	☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership)	☐ CCP 416.90 (authorized person)
☐ other (specify):	
4. ☐ by personal delivery on (date):

1 Roman Otkupman, CSBN 249423

2 *Roman@OLFLA.com*

3 Nidah Farishta, CSBN 312360

4 *Nidah@OLFLA.com*

5 **OTKUPMAN LAW FIRM, A LAW CORPORATION**

6 5743 Corsa Ave., Suite 123

7 Westlake Village, CA 91362

8 Telephone: (818) 293-5623

9 Facsimile: (888) 850-1310

10 Attorney for Plaintiff,

11 Debora Beaird, on behalf of herself and all others similarly situated, and on behalf of the
12 general public

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

14 **COUNTY OF SANTA CRUZ**

15 DEBORA BEAIRD, on behalf of herself and
16 all others similarly situated, and on behalf of
17 the general public,

18 Plaintiff,

19 vs.

20 BEAUTY SOLUTIONS, LLC, a California
21 Limited Liability Company, and DOES 1
22 through 10, inclusive.

23 Defendants.

CASE NO. 23CV00122

**REPRESENTATIVE ACTION
COMPLAINT FOR:**

1. **PENALTIES PURSUANT TO
LABOR CODE SECTION 2699(f)
FOR VIOLATIONS OF LABOR
CODE §§ 226.7, 512, 558, 510, 1194,
1194.2, 226(a),(e), 201-203,
204(a)(b), 2802, 1182.12, 1197, 221,
210, 218, 222, 6400, 6401, 6403,
6404, 6407, 8 CCR 3202, 17200**

DEMAND FOR JURY TRIAL

24 Plaintiff Debora Beaird ("Plaintiff"), on behalf of herself and all others similarly situated,
25 and on behalf of the general public other "aggrieved employees" complains of Defendants as
26 follows:

I. INTRODUCTION

27 1. This is a Representation Action, pursuant to Labor Code § 2698, 2699 et seq., on
28 behalf of Plaintiff and certain individuals who are employed by, or were formerly employed by
Beauty Solutions, LLC and any subsidiaries or affiliated companies (hereinafter collectively referred
to as "Defendants") within California.

2. For at least one (1) year prior to the filing of this action and continuing to the present
(the "liability period"), Plaintiff and Defendant's California employees were routinely unable, and
not

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Karen Broughton



1 authorized to take their 10-minute rest periods and were also unable to take an uninterrupted 30-
2 minute meal break for every shift they worked. Specifically, Plaintiff and Defendant's California
3 employees were forced to continue working through their meal and rest breaks in order to assist
4 Defendant's needs. Because of this, Plaintiff and Defendant's California employees were unable to
5 take their required meal and rest breaks. Moreover, Defendants failed to pay premium wages of one
6 hour's pay for each missed meal and rest break to Plaintiff and Defendant's California employees
7 who were denied timely meal and rest breaks, in violation of Labor Code §§ 226.7, 512, and 558,
and IWC Order No. 5-2001, Section 12.

8 3. Plaintiff and Defendants' California employees were required to work off the clock
9 for Defendant. Plaintiff and Defendant California employees were asked to perform tasks such as
10 communicating with clients after clocking out. It took Plaintiff on the average of 3.5 hours to
11 complete these tasks. Moreover, Plaintiff and Defendant's California employees were also
12 obligated to attend orientation and undergo training. Defendants did not compensate Plaintiff and
13 Defendants' California employees if these tasks were completed outside her regular work hours.
14 These excess hours were not recorded on our client's and Defendants' California employees' wage
15 statements. Plaintiff and Defendant's California employees should have been compensated for that
16 time, but she was not in violation of Labor Code Sections 510, 1194, and 1194.2. As a result,
17 Plaintiff and Defendant's California employees were not paid for all hours worked including all
straight time wages, and overtime wages. These failures to pay wages constitute violations of Labor
Code § 510 and 1194.

18 4. Plaintiff, on behalf of herself and all other California employees of Defendant claims
19 that Defendant has failed to pay all overtime wages due to non-exempt employees. Defendant pays
20 their employees bonuses and commissions which are not included in the employees regular rate of
21 pay for the purposes of computing the proper overtime rate. As a result, employees are not properly
22 compensated for work performed in excess of eight (8) hours in a workday and work performed in
23 excess of forty (40) hours in a workweek at a rate of no less than one and one-half times the regular
24 rate of pay. These failures to pay all overtime wages constitute violations of Labor Code §§ 510,
1194, and 1194.2.

25 5. Defendant willfully and knowingly failed to pay Plaintiff state minimum wage for the
26 hours that Plaintiff worked. California law, however, requires that employees of the company be
27 paid at least minimum wage per hour worked. Plaintiff did not receive compensation in accordance
28

1 with Labor Code §§ 1182.12, 1194, 1197 in that Defendant failed to pay its employees the legal
2 minimum wage, as required.

3 6. Defendant violated Labor Code § 221 by collecting and/or receiving from Plaintiff
4 and Defendant's California employees, part of their wages.

5 7. Defendants have required Plaintiff and Defendant's California employees to work
6 hours in excess of eight hours in a day and forty in a week but had not paid these employees
7 overtime compensation as required by their collective bargaining agreement in violation of Labor
8 Code § 222.

9 8. Defendants failed to issue Plaintiff and Defendant's California employees accurately
10 itemized wage statements. As Defendants failed to compensate Plaintiff and Defendants' California
11 employees with all wages due, as detailed above, their wage statements failed to accurately state all
12 gross wages earned, in violation of Labor Code § 226(a)(1), total hours worked, in violation of
13 Labor Code § 226(a)(2), the number of piece-rate units earned and any applicable piece rate if the
14 employee is paid on a piece-rate basis, in violation of Labor Code § 226(a)(3), all deductions,
15 provided that all deductions made on written orders of the employee may be aggregated and shown
16 as one item, in violation of Labor Code § 226(a)(4), and net wages earned, in violation of Labor
17 Code § 226(a)(5), and all applicable hourly rates during the pay period and the corresponding
18 number of hours worked, in violation of Labor Code § 226(a)(9), as a result of Defendants' failure
19 to pay all overtime wages due. These violations also violate Labor Code §§ 226(e) and 226.3 with
20 respect to Plaintiff and Defendants' California employees.

21 9. Defendants knowingly and intentionally failed to provide Plaintiff and Defendant's
22 California employees timely, accurate, itemized wage statements in accordance with Labor Code §
23 226 and keep accurate records as required by § 1174(d). The statements provided to Plaintiff and
24 Defendant's California employees, and the records maintained by Defendants, have not accurately
25 reflected actual gross wages earned, including pay for all hours worked, overtime, and meal/rest
26 premiums, and total hour worked.

27 10. Our client further alleges that Defendants paid her and Defendant's California
28 employees their final wages beyond the time frames set forth in Labor Code §§ 201 and 202. As
they were not paid all wages due and owing throughout the course of their employment as a result
of Defendants' failure to pay all premium wages as detailed above, at the time of their separation,
they were not paid all final wages due and owing for the entirety of their employment. This violates

1 Labor Code §§ 201-203.

2 11. Defendant pays Plaintiff and it's California employees on a bi-weekly basis and has
3 failed to comply with Labor Code § 204(a) which holds that wages earned on a bi-weekly basis must
4 be paid no later than seven calendar days following the close of the payroll period. Due to the
5 violations described above, Plaintiff and Defendant's California employees did not receive all of
6 their wages earned in a timely manner as required by Labor Code § 204(a)(b).

7 12. Defendant failed to reimburse Plaintiff and Defendant's California employees for the
8 equipment they purchased to perform work for Defendant such as face masks and laptop. Defendant
9 further failed to reimburse its California employees for using their personal cell phones and internet
10 for the benefit of Defendant. Labor Code section 2802 provides that "[a]n employer shall indemnify
11 his or her employee for all necessary expenditures or losses incurred by the employee in direct
12 consequence of the discharge of his or her duties." As such, Plaintiff and Defendant's California
13 employees have incurred reasonable and necessary expenses in the course of their job duties, which
14 were not reimbursed by Defendant, in violation of Labor Code § 2802.

15 13. Defendants failed to continue to take precautions to ensure employee safety after the
16 onset of COVID. Under LC §6409.6(a)(1). "COVID-19" means severe acute respiratory syndrome
17 coronavirus 2 (SARS-CoV-2). Plaintiff and Defendant's California employees, directly after the
18 onset of COVID, were required to partake in mandatory temperature and health checks, but these
19 activities were not enforced or practiced quickly after the onset of COVID and when COVID was
20 still a health risk to the employees. Plaintiff and Defendant's California employees were also
21 required to provide their own masks at the workplace. As a result of these practices, Defendants have
22 violated Cal. Labor Code §§ 6400, 6401, 6402, 6403, 6404, and 6407 for failure to provide a safe
23 and healthful environment for their Employees, as outlines above. Defendants are liable for civil
24 penalties pursuant to Cal. Labor Code § 2699 *et seq.*

25 14. Defendants failed to pay all wages earned to Plaintiff and Defendant's California
26 employees as a result of the unlawful employment policies and practices herein. As a result of these
27 practices, Plaintiff and Defendant's California employees were underpaid for hours worked,
28 including overtime and penalty wages, and this underpayment resulted in a failure to pay all wages
owed twice per month. Due to this failure, Defendants are liable under Labor Code § 210 for failure
to pay wages as required by law.

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1 15. Plaintiff and all other aggrieved employees bring this claim pursuant to *Business &*
2 *Professions Code* § 17200, et seq. The conduct of all Defendants as alleged above has been and
3 continues to be unfair, unlawful, and harmful to Plaintiff and Defendant's California employees.

4 16. Plaintiff, on behalf of herself and all other aggrieved employees, brings this action
5 pursuant to Labor Code §§ 226.7, 512, 558, 510, 1194, 1194.2, 226(a)(e), 201-203, 204(a)(b), 2802,
6 1182.12, 1194, 221, 210, 218, 222, 6400, 6401, 6403, 6404, 6407, 8 CCR 3202, and 17200.

7 17. Venue as to each Defendant is proper in this judicial district, pursuant to Code
8 of Civil Procedure § 395. Defendants operate within the State of California. The unlawful acts
9 alleged herein took place in Santa Cruz, California.

10 II. PARTIES

11 A. PLAINTIFF

12 18. Plaintiff DEBORA BEAIRD is a resident of Morgan Hill, California. At all times
13 relevant herein, she was employed by Defendants in Santa Cruz County, California. Plaintiff was
14 employed by Defendants as a non-exempt, hourly employee in California, including in and around
15 the city of Santa Cruz, County of Santa Cruz. During Plaintiff's employment:

- 16 A. Plaintiff did not receive final wages at the time of her termination.
- 17 B. Plaintiff was required to work without meal and rest periods, nor compensation in lieu
18 thereof, as required by the Labor Code and relevant Wage Orders.
- 19 C. Plaintiff was required to work either in excess of eight hours per workday or in excess of
20 forty hours per workweek without receiving compensation at a rate of one and one half
21 the regular rate of pay.
- 22 D. Plaintiff was forced to receive inaccurately itemized and deficient wage statements, in
23 violation of Labor Code § 226(a).
- 24 E. Plaintiff did not receive her compensation in accordance with Labor Code § 204 in that
25 Defendants failed to issues wages to its employees within seven (7) calendar days after
26 the pay period ended.
- 27 F. Plaintiff was not paid in a timely manner pertaining to the waiting time penalties in
28 accordance with Labor Code §§ 201-203.
- G. Defendant violated Labor Code § 221 by collecting and/or receiving from Plaintiff
and Defendant's California employees, part of their wages.
- H. Defendant also failed to reimburse Plaintiff and Defendant's California employees for

reasonable and necessary expenses in the course of their job duties, in violation of Labor Code § 2802.

B. DEFENDANTS

19. Defendant BEAUTY SOLUTIONS, LLC, is a California Limited Liability Company doing business in Santa Cruz, California. It operates within the State of California. Defendant employed Plaintiff and similarly situated employees within California. The violations alleged herein arose in Santa Cruz, California.

20. As used herein, the term "AGGRIEVED EMPLOYEES," and "DEFENDANTS' CALIFORNIA EMPLOYEES," shall mean Defendant BEAUTY SOLUTIONS, LLC'S non-exempt employees.

21. The true names and capacities, whether individual, corporate, associate, or otherwise, of Defendants sued herein as DOES 1 to 10, inclusive, are currently unknown to Plaintiff, who therefore sues Defendants by such fictitious names under Code of Civil Procedure § 474. Plaintiff is informed and believes, and based thereon alleges, that each of the Defendants designated herein as a DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of the Defendants designated hereinafter as DOES when such identities become known.

22. Plaintiff is informed and believes, and based thereon alleges, that each Defendant acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant are legally attributable to the other Defendants. Furthermore, Defendants in all respects acted as the employer and/or joint employer of Plaintiff and all other aggrieved employees.

FACTUAL ALLEGATIONS

23. Plaintiff and Defendant's California employees were routinely unable, and not authorized to take their 10-minute rest periods and were also unable to take an uninterrupted 30-minute meal break for every shift they worked. Specifically, Plaintiff and Defendant's California employees were forced to continue working through their meal and rest breaks in order to assist Defendant's needs. Because of this, Plaintiff and Defendant's California employees were unable to take their required meal and rest breaks. Moreover, Defendants failed to pay premium wages of one hour's pay for each missed meal and rest break to Plaintiff and Defendant's California employees who were denied timely meal and rest breaks, in violation of Labor Code §§ 226.7, 512, and 558,

1 and IWC Order No. 5-2001, Section 12.

2 24. Plaintiff and Defendants' California employees were required to work off the clock
3 for Defendant. Plaintiff and Defendant California employees were asked to perform tasks such as
4 communicating with clients after clocking out. It took Plaintiff on the average of 3.5 hours to
5 complete these tasks. Moreover, Plaintiff and Defendant's California employees were also
6 obligated to attend orientation and undergo training. Defendants did not compensate Plaintiff and
7 Defendants' California employees if these tasks were completed outside her regular work hours.
8 These excess hours were not recorded on our client's and Defendants' California employees' wage
9 statements. Plaintiff and Defendant's California employees should have been compensated for that
10 time, but she was not in violation of Labor Code Sections 510, 1194, and 1194.2. As a result,
11 Plaintiff and Defendant's California employees were not paid for all hours worked including all
12 straight time wages, and overtime wages. These failures to pay wages constitute violations of Labor
13 Code § 510 and 1194.

14 25. Plaintiff, on behalf of herself and all other California employees of Defendant claims
15 that Defendant has failed to pay all overtime wages due to non-exempt employees. Defendant pays
16 their employees bonuses and commissions which are not included in the employees regular rate of
17 pay for the purposes of computing the proper overtime rate. As a result, employees are not properly
18 compensated for work performed in excess of eight (8) hours in a workday and work performed in
19 excess of forty (40) hours in a workweek at a rate of no less than one and one-half times the regular
20 rate of pay. These failures to pay all overtime wages constitute violations of Labor Code §§ 510,
21 1194, and 1194.2.

22 26. Defendant willfully and knowingly failed to pay Plaintiff state minimum wage for the
23 hours that Plaintiff worked. California law, however, requires that employees of the company be
24 paid at least minimum wage per hour worked. Plaintiff did not receive compensation in accordance
25 with Labor Code §§ 1182.12, 1194, 1197 in that Defendant failed to pay its employees the legal
26 minimum wage, as required.

27 27. Defendant violated Labor Code § 221 by collecting and/or receiving from Plaintiff
28 and Defendant's California employees, part of their wages.

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1 28. Defendants have required Plaintiff and Defendant's California employees to work
2 hours in excess of eight hours in a day and forty in a week but had not paid these employees
3 overtime compensation as required by their collective bargaining agreement in violation of Labor
4 Code § 222.

5 29. Defendants failed to issue Plaintiff and Defendant's California employees accurately
6 itemized wage statements. As Defendants failed to compensate Plaintiff and Defendants' California
7 employees with all wages due, as detailed above, their wage statements failed to accurately state all
8 gross wages earned, in violation of Labor Code § 226(a)(1), total hours worked, in violation of
9 Labor Code § 226(a)(2), the number of piece-rate units earned and any applicable piece rate if the
10 employee is paid on a piece-rate basis, in violation of Labor Code § 226(a)(3), all deductions,
11 provided that all deductions made on written orders of the employee may be aggregated and shown
12 as one item, in violation of Labor Code § 226(a)(4), and net wages earned, in violation of Labor
13 Code § 226(a)(5), and all applicable hourly rates during the pay period and the corresponding
14 number of hours worked, in violation of Labor Code § 226(a)(9), as a result of Defendants' failure
15 to pay all overtime wages due. These violations also violate Labor Code §§ 226(e) and 226.3 with
16 respect to Plaintiff and Defendants' California employees.

17 30. Defendants knowingly and intentionally failed to provide Plaintiff and Defendant's
18 California employees timely, accurate, itemized wage statements in accordance with Labor Code §
19 226 and keep accurate records as required by § 1174(d). The statements provided to Plaintiff and
20 Defendant's California employees, and the records maintained by Defendants, have not accurately
21 reflected actual gross wages earned, including pay for all hours worked, overtime, and meal/rest
22 premiums, and total hour worked.

23 31. Our client further alleges that Defendants paid her and Defendant's California
24 employees their final wages beyond the time frames set forth in Labor Code §§ 201 and 202. As
25 they were not paid all wages due and owing throughout the course of their employment as a result
26 of Defendants' failure to pay all premium wages as detailed above, at the time of their separation,
27 they were not paid all final wages due and owing for the entirety of their employment. This violates
28 Labor Code §§ 201-203.

 32. Defendant pays Plaintiff and it's California employees on a bi-weekly basis and has
failed to comply with Labor Code § 204(a) which holds that wages earned on a bi-weekly basis must
be paid no later than seven calendar days following the close of the payroll period. Due to the

violations described above, Plaintiff and Defendant's California employees did not receive all of their wages earned in a timely manner as required by Labor Code § 204(a)(b).

33. Defendant failed to reimburse Plaintiff and Defendant's California employees for the equipment they purchased to perform work for Defendant such as face masks and laptop. Defendant further failed to reimburse its California employees for using their personal cell phones and internet for the benefit of Defendant. Labor Code section 2802 provides that "[a]n employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties." As such, Plaintiff and Defendant's California employees have incurred reasonable and necessary expenses in the course of their job duties, which were not reimbursed by Defendant, in violation of Labor Code § 2802.

34. Defendants failed to continue to take precautions to ensure employee safety after the onset of COVID. Under LC §6409.6(a)(1). "COVID-19" means severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2). Plaintiff and Defendant's California employees, directly after the onset of COVID, were required to partake in mandatory temperature and health checks, but these activities were not enforced or practiced quickly after the onset of COVID and when COVID was still a health risk to the employees. Plaintiff and Defendant's California employees were also required to provide their own masks at the workplace. As a result of these practices, Defendants have violated Cal. Labor Code §§ 6400, 6401, 6402, 6403, 6404, and 6407 for failure to provide a safe and healthful environment for their Employees, as outlines above. Defendants are liable for civil penalties pursuant to Cal. Labor Code § 2699 *et seq.*

35. Defendants failed to pay all wages earned to Plaintiff and Defendant's California employees as a result of the unlawful employment policies and practices herein. As a result of these practices, Plaintiff and Defendant's California employees were underpaid for hours worked, including overtime and penalty wages, and this underpayment resulted in a failure to pay all wages owed twice per month. Due to this failure, Defendants are liable under Labor Code § 210 for failure to pay wages as required by law.

36. Plaintiff and all other aggrieved employees bring this claim pursuant to *Business & Professions Code* § 17200, *et seq.* The conduct of all Defendants as alleged above has been and continues to be unfair, unlawful, and harmful to Plaintiff and Defendant's California employees.

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1 **CAUSES OF ACTION**

2 **FIRST CAUSE OF ACTION**

3 **PENALTIES PURSUANT TO LABOR CODE § 2699(f) FOR VIOLATIONS OF LABOR**
4 **CODE §§ 226.7, 512, 558, 510, 1194, 1194.2, 226(a), (e), 201-203, 204(a)(b), 2802, 1182.12, 1194,**
5 **221, 210, 218, 222, 6400, 6401, 6403, 6404, 6407, 8 CCR 3202, 17200**

6 37. Plaintiff incorporates all preceding paragraphs of this Complaint as though fully set
7 forth herein.

8 38. As a result of the acts alleged herein, Plaintiff seeks penalties under Labor Code §
9 2698 *et seq.* because of Defendants' violations of Labor Code §§ 226.7, 512, 558, 510, 1194, 1194.2,
10 226(a), (e), 201-203, 204(a)(b), 2802, 1182.12, 1194, 221, 210, 218, 222, 6400, 6401, 6403, 6404,
11 6407, 8 CCR 3202, 17200.

12 39. For each such violation, Plaintiff and all aggrieved employees are entitled to penalties
13 in an amount to be shown at the time of trial subject to the following formula:

- 14 a. With respect to the violation of Labor Code § 2699(f) for violations of
15 Labor Code §§ 226.7, 512, 558, 510, 1194, 1194.2, 226(a), (e), 201-203,
16 204(a)(b), 2802, 1182.12, 1194, 221, 210, 218, 222, 6400, 6401, 6403,
17 6404, 6407, 8 CCR 3202, 17200 \$100 for the initial violation per
18 employee per pay period and \$200 for each subsequent violation per
19 employee per pay period.

20 40. These penalties will be allocated 75% to the Labor Workforce Development Agency,
21 and 25% to the affected employees.

22 41. On October 3, 2022, Plaintiff sent a letter, by certified mail, return receipt requested,
23 to the LWDA and Defendants setting forth the facts and theories of the violations alleged against
24 Defendants, as prescribed by Labor Code § 2698 *et seq.* (**Exhibit "A"**). Pursuant to Labor Code §
25 2699.3(a)(2)(A), no notice was received by Plaintiff from the LWDA within sixty-five (65) calendar
26 days of October 3, 2022. Plaintiff may therefore commence this action to seek penalties pursuant to
27 Labor Code § 2698 *et seq.*

28 42. Wherefore, Plaintiff and the aggrieved employees he seeks to represent request relief
as described herein.

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**ALLEGATIONS AS TO FAILURE TO PROVIDE MEAL AND REST PERIODS OR
COMPENSATION IN LIEU THEREOF (LABOR CODE §§ 226.7, 512, 558)**

43. Plaintiff incorporates all preceding paragraphs of this Complaint as though fully set forth herein.

44. Plaintiff and all other aggrieved employees are entitled to one hour of pay for each day that Defendants failed to properly provide one or more meal or rest periods as set forth in the IWC Wage Orders and Labor Code §§ 226.7, 512, and 558.

45. Defendants have failed to provide Plaintiff and all other aggrieved employees one or more meal or rest periods during their employment. Defendants have failed to compensate Plaintiff and all other aggrieved employees at the rate of one hour or pay at his or her regular rate of pay for each day on which one or more meal or rest periods were not provided.

46. Plaintiff and Defendant's California employees were routinely unable, and not authorized to take their 10-minute rest periods and were also unable to take an uninterrupted 30-minute meal break for every shift they worked. Specifically, Plaintiff and Defendant's California employees were forced to continue working through their meal and rest breaks in order to assist Defendant's needs. Because of this, Plaintiff and Defendant's California employees were unable to take their required meal and rest breaks. Moreover, Defendants failed to pay premium wages of one hour's pay for each missed meal and rest break to Plaintiff and Defendant's California employees who were denied timely meal and rest breaks, in violation of Labor Code §§ 226.7, 512, and 558, and IWC Order No. 5-2001, Section 12.

47. Pursuant to Labor Code §§ 226.7 and 512, Plaintiff seeks the payment of all meal and rest period compensations, which he was owed since he commenced working for Defendants, according to proof.

48. Additionally, Plaintiff is entitled to, and seeks, attorney's fees and costs, and prejudgment interest.

**ALLEGATIONS AS TO FAILURE TO PAY ALL WAGES
IN VIOLATION OF (LABOR CODE §§ 510, 1194, 1194.2)**

49. Plaintiff incorporates all preceding paragraphs of this Complaint as though fully set forth herein.

50. Plaintiff and Defendants' California employees were required to work off the clock for Defendant. Plaintiff and Defendant California employees were asked to perform tasks such as

1 communicating with clients after clocking out. It took Plaintiff on the average of 3.5 hours to
2 complete these tasks. Moreover, Plaintiff and Defendant's California employees were also obligated
3 to attend orientation and undergo training. Defendants did not compensate Plaintiff and Defendants'
4 California employees if these tasks were completed outside her regular work hours. These excess
5 hours were not recorded on our client's and Defendants' California employees' wage statements.
6 Plaintiff and Defendant's California employees should have been compensated for that time, but she
7 was not in violation of Labor Code Sections 510, 1194, and 1194.2. As a result, Plaintiff and
8 Defendant's California employees were not paid for all hours worked including all straight time
9 wages, and overtime wages. These failures to pay wages constitute violations of Labor Code § 510
10 and 1194.

11 51. Plaintiff, on behalf of herself and all other California employees of Defendant claims
12 that Defendant has failed to pay all overtime wages due to non-exempt employees. Defendant pays
13 their employees bonuses and commissions which are not included in the employees regular rate of
14 pay for the purposes of computing the proper overtime rate. As a result, employees are not properly
15 compensated for work performed in excess of eight (8) hours in a workday and work performed in
16 excess of forty (40) hours in a workweek at a rate of no less than one and one-half times the regular
17 rate of pay. These failures to pay all overtime wages constitute violations of Labor Code §§ 510,
18 1194, and 1194.2.

19 52. As a result of the unlawful acts of Defendants in willfully failing to pay all alleges,
20 Plaintiff and Defendant's California employees have been deprived of wages in amounts to be
21 determined at trial, and are entitled to restitution and recovery of such amounts, plus interest thereon,
22 attorneys' fees, and costs pursuant to Labor Code § 1194 and liquidated damages pursuant to Labor
23 Code § 1194.2.

24 **ALLEGATIONS AS TO KNOWING AND INTENTIONAL FAILURE TO COMPLY WITH**
25 **ITEMIZED EMPLOYEE WAGE STATEMENT PROVISIONS**
26 **(LABOR CODE § 226(a), (e)), 1174(d))**

27 53. Plaintiff incorporates all preceding paragraphs of this Complaint as though fully set
28 forth herein.

54. Section 226(a) of the California Labor Code requires Defendants to provide wage
statements to employees. In those wage statements, Defendants must accurately set forth, among
other things, the total gross and net wages earned, the total hours worked, and the hourly rates in

1 effect, for its employees. Defendants have knowingly and intentionally failed to comply with Labor
2 Code § 226(a).

3 55. Defendants failed to issue Plaintiff and Defendant's California employees accurately
4 itemized wage statements. As Defendants failed to compensate Plaintiff and Defendants' California
5 employees with all wages due, as detailed above, their wage statements failed to accurately state all
6 gross wages earned, in violation of Labor Code § 226(a)(1), total hours worked, in violation of
7 Labor Code § 226(a)(2), and net wages earned, in violation of Labor Code § 226(a)(5), and all
8 applicable hourly rates during the pay period and the corresponding number of hours worked, in
9 violation of Labor Code § 226(a)(9), as a result of Defendants' failure to pay all overtime wages due.
10 Since the wage statements provided to Plaintiff failed to accurately reflect the total number of
11 Plaintiff's worked hours, due to the illegal shaving or rounding. These violations also violate Labor
12 Code §§ 226(e) and 226.3 with respect to Plaintiff and Defendants' California employees.

13 56. Defendants knowingly and intentionally failed to provide timely, accurate, itemized
14 wage statements to Plaintiff and Defendant's California employees in accordance with Labor Code §
15 226 and keep accurate records as required by § 1174(d). The statements provided to Plaintiff and
16 Defendant's California employees and the records maintained by Defendants, have not accurately
17 reflected actual gross wages earned, including pay for all hours worked, overtime, and meal/rest
18 premiums, and total hour worked.

19 57. The wage statements provided to Plaintiff and all other aggrieved employees fail to
20 accurately itemize in wage statements total gross and net wages earned, and the total hours worked,
21 and all hourly rates in effect, for its employees. Defendants' violations of Labor Code § 226(a) are
22 knowing and intentional, and Plaintiff has suffered injury as a result of the receipt of defective wage
23 statements, thereby entitling her to penalties pursuant to Labor Code § 226(e).

24 **ALLEGATIONS AS TO FAILURE TO PAY WAGES DUE AT THE TIME OF**
25 **DISCHARGE IN VIOLATION OF LABOR CODE §§ 201-202, RESULTING IN**
26 **SECTION 203 WAGES AND PENALTIES (WAITING TIME PENALTIES)**

27 58. Plaintiff hereby incorporates all preceding paragraphs of this Complaint as
28 though fully set forth herein.

59. At all times material herein, the California Labor Code Sections 201, 202, and
203 were in effect and binding on Defendants.

1 60. California Labor Code § 202 requires employers to pay employees all wages due
2 within seventy-two (72) hours of resignation. California Labor Code § 201 states in pertinent
3 part that “if an employer discharges an employee, the wages earned and unpaid at the time of
4 discharge are due and payable immediately.” California Labor Code § 203 provides that if an
5 employer willfully fails to timely pay such wages the employer must, as penalty, continue to
6 pay the subject employee’s wages until the back wages are paid in full or an action is
commenced. The penalty cannot exceed 30 days of wages.

7 61. Plaintiff was entitled to compensation for unpaid wages, but to date has not
8 received such compensation. Specifically, Defendants failed to pay Plaintiff all wages due to
9 Plaintiff at the time of her termination. Thus, since Defendants failed to promptly pay Plaintiff
10 all wages due to Plaintiff at the time of her termination, Defendants violated Section 201 of the
11 Labor Code and Plaintiff is therefore entitled to wages and penalties pursuant to Labor Code
Section 203.

12 62. More than 30 days have passed since Plaintiff’s employment ended with
13 Defendants.

14 63. As a consequence of Defendants’ willful conduct in not paying wages owed to
15 Plaintiff, Plaintiff is entitled to 30 days of wages as a penalty pursuant to Labor Code § 203 for
16 Defendants’ failure to timely pay legal wages.

17 **ALLEGATIONS AS TO FAILURE TO TIMELY PAY EMPLOYEES**
18 **IN VIOLATION OF (LABOR CODE § 204(a)(b))**

19 64. Plaintiff incorporates all preceding paragraphs of this Complaint as though fully set
20 forth herein.

21 65. At all times relevant herein, Labor Code § 204 was in full force and effect and
22 binding on Defendants.

23 66. Wages must be paid according to a regularly set schedule. (Labor Code § 204). All
24 earned wages must be paid at least twice a month, on days designated in advance by the employer.
25 Work performed between the 1st and the 15th days, inclusive, of any calendar month must be paid
26 between the 16th and 26th day of the same month. Work performed between the 16th and the last
27 day of the month must be paid between the 1st and 10th day of the following month. (Labor Code §
28 204). Weekly or bi-weekly (every two weeks) payroll must be paid within seven (7) days of the end
of the pay period in which the wages were earned (Labor Code §§ 204(a), 204(b)).

1 67. Defendants pay Plaintiff and its California employees on a bi-weekly basis and have
2 failed to comply with Labor Code § 204(a) which holds that wages earned on a bi-weekly basis must
3 be paid no later than seven calendar days following the close of the payroll period. Due to the
4 violations described above, Plaintiff and Defendants' California employees did not receive all of
their wages earned in a timely manner as required by Labor Code § 204(a)(b).

5 68. Additionally, Defendant failed to pay Plaintiff and Defendant's California Employees
6 earned wages when they became due, failed to pay wages on bi-weekly basis, and have failed to
7 comply with Labor Code § 204(a) which provides that wages earned on a bi-weekly basis must be
8 paid no later than seven calendar days following the close of the payroll period. Due to the violations
9 described above, Plaintiff and Defendant's California Employees did not receive all of their wages
earned when due and in a timely manner as required by Labor Code § 204.

10 69. Defendants have failed to comply with the above-section because they waited longer
11 than seven days from the close of the pay period to pay its bi-weekly paid employees.

12 **ALLEGATIONS AS TO FAILURE TO REIMBURSE FOR BUSINESS EXPENSES IN**
13 **VIOLATION OF CALIFORNIA (LABOR CODE § 2802)**

14 70. Plaintiff hereby incorporates preceding paragraphs of this Complaint as though
15 fully set forth herein.

16 71. Labor Code § 2802 provides that "[a]n employer shall indemnify his or her
17 employee for all necessary expenditures or losses incurred by the employee in direct
consequence of the discharge of his or her duties."

18 72. Defendant failed to reimburse Plaintiff and Defendant's California employees
19 for the equipment they purchased to perform work for Defendant such as face masks and
20 laptop. Defendant further failed to reimburse its California employees for using their personal
21 cell phones and internet for the benefit of Defendant. Labor Code section 2802 provides that
22 "[a]n employer shall indemnify his or her employee for all necessary expenditures or losses
23 incurred by the employee in direct consequence of the discharge of his or her duties." As such,
24 Plaintiff and Defendant's California employees have incurred reasonable and necessary
25 expenses in the course of their job duties, which were not reimbursed by Defendant, in
violation of Labor Code § 2802.

26 73. Plaintiff is entitled to reimbursement for these necessary expenditures, plus
27 interest and attorneys' fees and cost, under Labor Code § 2802.

74. Plaintiff also requests relief as described below.

**ALLEGATIONS AS TO FAILURE TO PAY MINIMUM WAGE IN VIOLATION OF
(LABOR CODE § 1182.12, 1194, 1197)**

75. Plaintiff incorporates all preceding paragraphs of this Complaint as though fully set forth herein.

76. In the last four years past, Defendants failed and refused to pay Plaintiff and Defendant's California employees all the wages that he earned working for them as required by the Labor Code and other applicable laws and regulations, including California's minimum wage laws.

77. Defendant willfully and knowingly failed to pay Plaintiff and Defendant's California employees state minimum wage for the hours that Plaintiff and Defendant's California employees worked. California law, however, requires that employees of the company be paid at least minimum wage per hour worked. Plaintiff and Defendant's California employees did not receive compensation in accordance with Labor Code §§ 1182.12, 1194, 1197 in that Defendant failed to pay its employees the legal minimum wage, as required.

78. At all times, Defendants had the ability to pay Plaintiff and Defendant's California employees all wages and the minimum wage due but willfully refused to pay Plaintiff and Defendant's California employees their wages due including a lawful minimum wage.

79. Plaintiff and Defendant's California employees have been deprived of a lawfully required minimum wage as a direct and proximate result of Defendants' failure and refusal to pay said compensation. Plaintiff and Defendant's California employees are entitled to recover such amounts, plus interest thereon, attorney's fees and costs along with applicable statutory penalties and civil penalties including those under Labor Code §§ 1194.2 and 1197 et seq.

**ALLEGATIONS AS TO UNLAWFUL DEDUCTION IN VIOLATION OF
CALIFORNIA (LABOR CODE § 221)**

80. Plaintiff incorporates all preceding paragraphs of this Complaint as though fully set forth herein.

81. Defendant violated Labor Code § 221 by collecting and/or receiving from Plaintiff and Defendant's California employees, part of their wages.

82. Plaintiff also requests relief as described below.

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**ALLEGATIONS AS TO FAILURE TO PAY FOR ALL HOURS WORKED,
INCLUDING OVERTIME HOURS WORKED IN VIOLATION OF
(LABOR CODES §§ 210, 218, 222)**

83. Plaintiff incorporates all preceding paragraphs of this Complaint as though fully set forth herein.

84. Section 2(K) or Wage Order 5 defines “hours worked” as “the time during which an employee is subject to the control of an employer, and including all the time the employee is suffered or permitted to work, whether or not required to do so.” Labor Code §§ 1194 and 1197 required employers to compensate Plaintiff for all hours worked at least at a minimum wage established by the Wage Order. Defendants did not pay for all hours worked and frequently required Plaintiff to work off the clock. Defendants have been engaged in many unlawful employment practices which resulted in underpayment for hours worked each pay period as more set forth below:

85. Failure to Pay All Wages Owed Twice Per Month. Defendants were required to pay Plaintiff all wages earned twice during each calendar month pursuant to Labor Code § 204(a). Defendants failed to pay all wages earned to Plaintiff as a result of the unlawful employment policies and practices herein. As a result of these practices, Plaintiff was underpaid for hours worked, including overtime and penalty wages, and this underpayment resulted in a failure to pay all wages owed twice per month. Due to this failure, Defendants are liable under Labor Code § 210 for failure to pay wages as required by law.

86. Failure to Pay Overtime Wages. Defendants have required to work hours in excess of eight hours in a day and forty in a week but had not paid Plaintiff overtime compensation as required by their collective bargaining agreement in violation of Labor Code § 222. As a result, Plaintiff has been denied payment for all hours worked as required by Cal. Labor Code § 222, § 1194, § 1198. Defendants are liable for civil penalties pursuant to Labor Code §§ 558.

**ALLEGATIONS AS TO FAILURE TO PROVIDE PLACE OF EMPLOYMENT
THAT IS SAFE AND HEALTHFUL IN VIOLATION OF
(LABOR CODE §§ 6400, 6401, 6402, 6403, 6404, 6407, 8 CCR 3202)**

87. Plaintiff incorporates all preceding paragraphs of this Complaint as though fully set forth herein.

88. Cal. Labor Code § 6400(a) provides that every employer shall furnish employment and a place of employment that is safe and healthful for Plaintiff therein. Cal. Labor Code § 6401

1 provides that “every employer shall furnish and use safety devices and safeguard, and shall adopt
2 and use practices, means, methods, operations, and processes which are reasonably adequate to
3 render such employment and place of employment safe and healthful. Every employer.

4 89. Pursuant to Cal. Labor Code § 6402, no employer shall require, or permit any
5 employee to go or be in any employment or place of employment which is not safe and healthful.
6 Cal. Labor Code § 6403 states that no employer shall fail or neglect to provide and use safety
7 devices and safeguard reasonably adequate to render the employment and place of employment safe,
8 or adopt and use methods and processes reasonably necessary to protect the life, safety, and health of
9 Plaintiff and Defendant’s California employees.

10 90. Cal. Labor Code § 6404 provides that no employer shall occupy or maintain any
11 place pf employment that is not safe and healthful. Cal. Labor Code § 6407 provides that every
12 employer and every employee shall comply with occupational safety and health standards, with
13 Section 25910 of the Health and Safety Code, and with all rules, regulations, and orders pursuant to
14 this division which are applicable to her own actions and conduct. Defendants failed to continue to
15 take precautions to ensure employee safety after the onset of COVID. Under LC §6409.6(a)(1).
16 “COVID-19” means severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2). Plaintiff,
17 directly after the onset of COVID, were required to partake in mandatory temperature and health
18 checks, but these activities were not enforced or practiced quickly after the onset of COVID and
19 when COVID was still a health risk to Plaintiff and Defendant’s California employees. Plaintiff and
20 Defendant’s California employees was also required to provide their own masks at the workplace.

21 91. As a result of these practices, Defendants have violated Cal. Labor Code §§ 6400,
22 6401, 6402, 6403, 6404, and 6407 for failure to provide a safe and healthful environment for
23 Plaintiff, as outlines above.

24 **ALLEGATIONS AS TO UNFAIR COMPETITION PURSUANT TO**
25 **BUSINESS & PROFESSIONS CODE § 17200**

26 92. Plaintiff incorporates all preceding paragraphs of this Complaint as though fully set
27 forth herein.

28 93. This is an Action for Unfair Business Practices. Plaintiff Debora Beaird brings this
claim pursuant to *Business & Professions Code* § 17200, et seq. The conduct of all Defendants as
alleged in this Complaint has been and continues to be unfair, unlawful, and harmful to Plaintiff and
Defendant’s California employees as a result of Defendant’s failure to comply with the labor code

1 sections as set out above including but not limited to Labor Code Sections 6400, 6401, 6402, 6403,
2 6404, 6407. Plaintiff and Defendant's California employees seek to enforce important rights
3 affecting the public interest within the meaning of *Code of Civil Procedure* § 1021.5.

4 94. Plaintiff is a "person" within the meaning of *Business & Professions Code* § 17204,
5 and therefore has standing to bring this cause of action for injunctive relief, restitution, and other
6 appropriate equitable relief.

7 95. *Business & Profession Code* § 17200 *et. seq.* prohibits unlawful and unfair business
8 practices.

9 96. Defendants have violated statutes and public policies. Through the conduct alleged in
10 this Complaint, Defendants, and each of them, have acted contrary to these public policies, have
11 violated specific provisions of the *Labor Code*, and have engaged in other unlawful and unfair
12 business practices in violation of *Business & Professions Code* § 17200, *et seq.*, depriving Plaintiff,
13 of rights, benefits, and privileges guaranteed to Plaintiff under law.

14 97. Defendants' conduct, as alleged herein, constitutes unfair competition in violation of
15 § 17200 *et. seq.* of the *Business & Professions Code*.

16 98. As a proximate result of the above mentioned acts of Defendants, Plaintiff has been
17 damaged in a sum as may be proven.

18 99. Unless restrained by this Court, Defendants will continue to engage in the unlawful
19 conduct as alleged above. Pursuant to *Business & Professions Code*, this Court should make such
20 orders or judgments, including the appointment of a receiver, as may be necessary to prevent the use
21 or employment, by Defendants, their agents, or Plaintiff, of any unlawful or deceptive practice
22 prohibited by the *Business & Professions Code*, and/or, including but not limited to, disgorgement of
23 profits which may be necessary to restore Plaintiff to the money Defendants have unlawfully failed
24 to pay.

25 **RELIEF REQUESTED**

26 WHEREFORE, Plaintiff prays for the following relief:

27 1. For penalties pursuant to Labor Code § 203 for Plaintiff and all other aggrieved
28 employees who are no longer employed by Defendants, equal to their daily wage multiplied by thirty
(30) days;

2. For penalties pursuant to Labor Code § 226(e) for Plaintiff and all other aggrieved
employees;

3. For penalties pursuant to Labor Code § 226.7 for Plaintiff and all other aggrieved employees;
4. For penalties pursuant to Labor Code § 1194.2 for Plaintiff and all other aggrieved employees;
5. For penalties pursuant to Labor Code § 204(b) for Plaintiff and all other aggrieved employees;
6. For penalties pursuant to Labor Code § 2802 for Plaintiff and all other aggrieved employees;
7. For penalties pursuant to Labor Code § 1182.12 for Plaintiff and all other aggrieved employees;
8. For penalties pursuant to Labor Code § 1194 for Plaintiff and all other aggrieved employees;
9. For penalties pursuant to Labor Code § 221 for Plaintiff and all other aggrieved employees;
10. For penalties pursuant to Labor Code § 210 for Plaintiff and all other aggrieved employees;
11. For penalties pursuant to Labor Code § 222 for Plaintiff and all other aggrieved employees;
12. For penalties pursuant to Labor Code § 6400 for Plaintiff and all other aggrieved employees;
13. For restitution for unfair competition pursuant to Business and Professions Code § 17200 et seq., including disgorgement of profits, in an amount as may be proven;
14. For penalties and other relief pursuant to Labor Code § 2698 et seq. for Plaintiff and all other aggrieved employees;
15. An award providing for payment of costs of suit pursuant to Labor Code § 2699(g)(1);
16. An award of attorneys' fees pursuant to Labor Code § 2699(g)(1);
17. An award of prejudgment and post-judgment interest;
18. An award providing for payment of costs of suit; and
19. Such other and further relief as this Court may deem just and proper.

1 Dated: January 16, 2023

OTKUPMAN LAW FIRM,
A Law Corporation

2
3
4 By: 

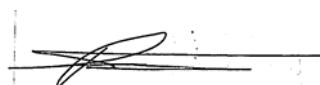
5 ROMAN OTKUPMAN
6 Attorneys for Plaintiff

7 **DEMAND FOR JURY TRIAL**

8 Plaintiff hereby demands a trial of her claims by jury to the extent authorized by law.

9 Dated: January 16, 2023

OTKUPMAN LAW FIRM,
A Law Corporation

10
11
12 By: 

13 ROMAN OTKUPMAN
14 Attorneys for Plaintiff

EXHIBIT A

OTKUPMAN LAW FIRM, A LAW CORPORATION

5743 Corsa Ave, Suite 123
Westlake Village, CA 91362
Tel.: 818-293-5623
Fax: 888-850-1310

October 3, 2022

VIA ELECTRONIC FILING

Labor & Workforce Development Agency

VIA CERTIFIED MAIL

Beauty Solutions, LLC
151 Harvey West Blvd, Unit B
Santa Cruz, CA 95060
Defendant certified mail # 7021 2720 0002 8201 6488

VIA CERTIFIED MAIL

Agent for Service of Process
Gary Heath
151 Harvey West Blvd, Unit B
Santa Cruz, CA 95060
Agent certified mail # 7021 2720 0002 8202 0362

Re: ***Debora Beaird v. Beauty Solutions, LLC – Labor Code Violations of Beauty Solutions, LLC – Compliance Letter of California Labor Code § 2698 – Private Attorneys General Act***

Dear Sir or Madam:

This office represents Debora Beaird (“Plaintiff”), a former California employee of Beauty Solutions LLC (“Defendants”). The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698 *et seq.*

Our client works for Defendant in Northern California. Herein we set forth the facts and theories of California Labor Code violations which we allege Defendant engaged in with respect to our client and other of its California non – exempt employees.

Plaintiff began working for Defendants in or around April of 2021. While working for Defendant as a Consultant/Sales, Plaintiff was earning commission.

Plaintiff and Defendant’s California employees were routinely unable, and not authorized to take their 10-minute rest periods and were also unable to take an uninterrupted 30-minute meal break for every shift they worked. Specifically, Plaintiff and Defendant’s California employees were forced to continue working through their meal and rest breaks in order to assist Defendant’s needs.

Because of this, Plaintiff and Defendant's California employees were unable to take their required meal and rest breaks. Moreover, Defendants failed to pay premium wages of one hour's pay for each missed meal and rest break to Plaintiff and Defendant's California employees who were denied timely meal and rest breaks, in violation of Labor Code §§ 226.7, 512, and 558, and IWC Order No. 5-2001, Section 12.

Plaintiff and Defendants' California employees were required to work off the clock for Defendant. Plaintiff and Defendant California employees were asked to perform tasks such as communicating with clients after clocking out. It took Plaintiff on the average of 3.5 hours to complete these tasks. Moreover, Plaintiff and Defendant's California employees were also obligated to attend orientation and undergo training. Defendants did not compensate Plaintiff and Defendants' California employees if these tasks were completed outside her regular work hours. These excess hours were not recorded on our client's and Defendants' California employees' wage statements. Plaintiff and Defendant's California employees should have been compensated for that time, but she was not in violation of Labor Code Sections 510, 1194, and 1194.2. As a result, Plaintiff and Defendant's California employees were not paid for all hours worked including all straight time wages, and overtime wages. These failures to pay wages constitute violations of Labor Code § 510 and 1194.

Plaintiff, on behalf of herself and all other California employees of Defendant claims that Defendant has failed to pay all overtime wages due to non-exempt employees. Defendant pays their employees bonuses and commissions which are not included in the employees regular rate of pay for the purposes of computing the proper overtime rate. As a result, employees are not properly compensated for work performed in excess of eight (8) hours in a workday and work performed in excess of forty (40) hours in a workweek at a rate of no less than one and one-half times the regular rate of pay. These failures to pay all overtime wages constitute violations of Labor Code §§ 510, 1194, and 1194.2.

Defendant willfully and knowingly failed to pay Plaintiff state minimum wage for the hours that Plaintiff worked. California law, however, requires that employees of the company be paid at least minimum wage per hour worked. Plaintiff did not receive compensation in accordance with Labor Code §§ 1182.12, 1194, 1197 in that Defendant failed to pay its employees the legal minimum wage, as required.

Defendant violated Labor Code § 221 by collecting and/or receiving from Plaintiff and Defendant's California employees, part of their wages.

Defendants have required Plaintiff and Defendant's California employees to work hours in excess of eight hours in a day and forty in a week but had not paid these employees overtime compensation as required by their collective bargaining agreement in violation of Labor Code § 222.

Defendants failed to issue Plaintiff and Defendant's California employees accurately itemized wage statements. As Defendants failed to compensate Plaintiff and Defendants' California employees with all wages due, as detailed above, their wage statements failed to accurately state

all gross wages earned, in violation of Labor Code § 226(a)(1), total hours worked, in violation of Labor Code § 226(a)(2), the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, in violation of Labor Code § 226(a)(3), all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, in violation of Labor Code § 226(a)(4), and net wages earned, in violation of Labor Code § 226(a)(5), and all applicable hourly rates during the pay period and the corresponding number of hours worked, in violation of Labor Code § 226(a)(9), as a result of Defendants' failure to pay all overtime wages due. These violations also violate Labor Code §§ 226(e) and 226.3 with respect to Plaintiff and Defendants' California employees.

Defendants knowingly and intentionally failed to provide Plaintiff and Defendant's California employees timely, accurate, itemized wage statements in accordance with Labor Code § 226 and keep accurate records as required by §1174(d). The statements provided to Plaintiff and Defendant's California employees, and the records maintained by Defendants, have not accurately reflected actual gross wages earned, including pay for all hours worked, overtime, and meal/rest premiums, and total hour worked.

Our client further alleges that Defendants paid her and Defendant's California employees their final wages beyond the time frames set forth in Labor Code §§ 201 and 202. As they were not paid all wages due and owing throughout the course of their employment as a result of Defendants' failure to pay all premium wages as detailed above, at the time of their separation, they were not paid all final wages due and owing for the entirety of their employment. This violates Labor Code §§ 201-203.

Defendant pays Plaintiff and it's California employees on a bi-weekly basis and has failed to comply with Labor Code § 204(a) which holds that wages earned on a bi-weekly basis must be paid no later than seven calendar days following the close of the payroll period. Due to the violations described above, Plaintiff and Defendant's California employees did not receive all of their wages earned in a timely manner as required by Labor Code § 204(a)(b).

Defendant failed to reimburse Plaintiff and Defendant's California employees for the equipment they purchased to perform work for Defendant such as face masks and laptop. Defendant further failed to reimburse its California employees for using their personal cell phones and internet for the benefit of Defendant. Labor Code section 2802 provides that "[a]n employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties." As such, Plaintiff and Defendant's California employees have incurred reasonable and necessary expenses in the course of their job duties, which were not reimbursed by Defendant, in violation of Labor Code § 2802.

Defendants failed to continue to take precautions to ensure employee safety after the onset of COVID. Under LC §6409.6(a)(1). "COVID-19" means severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2). Plaintiff and Defendant's California employees, directly after the onset of COVID, were required to partake in mandatory temperature and health checks, but these activities were not enforced or practiced quickly after the onset of COVID and when COVID was

still a health risk to the employees. Plaintiff and Defendant's California employees were also required to provide their own masks at the workplace. As a result of these practices, Defendants have violated Cal. Labor Code §§ 6400, 6401, 6402, 6403, 6404, and 6407 for failure to provide a safe and healthful environment for their Employees, as outlines above. Defendants are liable for civil penalties pursuant to Cal. Labor Code § 2699 *et seq.*

Defendants failed to pay all wages earned to Plaintiff and Defendant's California employees as a result of the unlawful employment policies and practices herein. As a result of these practices, Plaintiff and Defendant's California employees were underpaid for hours worked, including overtime and penalty wages, and this underpayment resulted in a failure to pay all wages owed twice per month. Due to this failure, Defendants are liable under Labor Code § 210 for failure to pay wages as required by law.

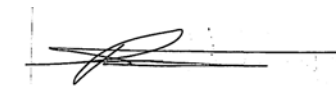
Plaintiff and all other aggrieved employees bring this claim pursuant to *Business & Professions Code* § 17200, *et seq.* The conduct of all Defendants as alleged above has been and continues to be unfair, unlawful, and harmful to Plaintiff and Defendant's California employees.

We invite Defendants or its attorney(s) to contact our office to discuss this matter, including whether an early resolution of the claims can be reached.

Our office awaits your response.

Very truly yours,

OTKUPMAN LAW FIRM

A handwritten signature in black ink, appearing to read 'Roman Otkupman', is written over a horizontal line.

ROMAN OTKUPMAN

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Roman Otkupman, Esq. Bar No. 249423; Nidah Farishta Esq. Bar No. 312360 Otkupman Law Firm, ALC 5743 Corsa Ave, Suite 123 Westlake Village, CA 91362 TELEPHONE NO.: (818) 293-5623 FAX NO.: (888) 850-1310 ATTORNEY FOR (Name): Plaintiff Debora Beaird		FOR COURT USE ONLY ELECTRONICALLY FILED Superior Court of California County of Santa Cruz 1/17/2023 8:00 AM Clerk of the Court by Deputy, Karen Broughton 
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Santa Cruz STREET ADDRESS: 701 Ocean Street, Room 110 MAILING ADDRESS: CITY AND ZIP CODE: Santa Cruz, CA 95060 BRANCH NAME: Santa Cruz Main Courthouse		CASE NUMBER 23CV00122 JUDGE: DEPT:
CASE NAME: Debora Beaird v. Beauty Solutions, LLC		
CIVIL CASE COVER SHEET ☒ Unlimited (Amount demanded exceeds \$25,000) ☐ Limited (Amount demanded is \$25,000 or less)		Complex Case Designation ☐ Counter ☐ Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

Items 1–6 below must be completed (see instructions on page 2).

1. Check **one** box below for the case type that best describes this case:

Auto Tort ☐ Auto (22) ☐ Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort ☐ Asbestos (04) ☐ Product liability (24) ☐ Medical malpractice (45) ☐ Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort ☐ Business tort/unfair business practice (07) ☐ Civil rights (08) ☐ Defamation (13) ☐ Fraud (16) ☐ Intellectual property (19) ☐ Professional negligence (25) ☐ Other non-PI/PD/WD tort (35) Employment ☐ Wrongful termination (36) ☒ Other employment (15)	Contract ☐ Breach of contract/warranty (06) ☐ Rule 3.740 collections (09) ☐ Other collections (09) ☐ Insurance coverage (18) ☐ Other contract (37) Real Property ☐ Eminent domain/Inverse condemnation (14) ☐ Wrongful eviction (33) ☐ Other real property (26) Unlawful Detainer ☐ Commercial (31) ☐ Residential (32) ☐ Drugs (38) Judicial Review ☐ Asset forfeiture (05) ☐ Petition re: arbitration award (11) ☐ Writ of mandate (02) ☐ Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400–3.403) ☐ Antitrust/Trade regulation (03) ☐ Construction defect (10) ☐ Mass tort (40) ☐ Securities litigation (28) ☐ Environmental/Toxic tort (30) ☐ Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment ☐ Enforcement of judgment (20) Miscellaneous Civil Complaint ☐ RICO (27) ☐ Other complaint (<i>not specified above</i>) (42) Miscellaneous Civil Petition ☐ Partnership and corporate governance (21) ☐ Other petition (<i>not specified above</i>) (43)
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2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. ☐ Large number of separately represented parties | d. ☐ Large number of witnesses |
| b. ☐ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. ☐ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. ☐ Substantial amount of documentary evidence | f. ☐ Substantial postjudgment judicial supervision |
3. Remedies sought (*check all that apply*): a. ☒ monetary b. ☐ nonmonetary; declaratory or injunctive relief c. ☒ punitive
4. Number of causes of action (*specify*): One (1)
5. This case ☐ is ☒ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (*You may use form CM-015.*)

Date: January 16, 2023
 Roman Otkupman

(TYPE OR PRINT NAME)



(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on **all** other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort

Auto (22)—Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability (*not asbestos or toxic/environmental*) (24)
Medical Malpractice (45)
Medical Malpractice—Physicians & Surgeons
Other Professional Health Care Malpractice
Other PI/PD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice (*not medical or legal*)
Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease Contract (*not unlawful detainer or wrongful eviction*)
Contract/Warranty Breach—Seller Plaintiff (*not fraud or negligence*)
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case—Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage (*not provisionally complex*) (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ—Administrative Mandamus
Writ—Mandamus on Limited Court Case Matter
Writ—Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal—Labor
Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment (*non-domestic relations*)
Sister State Judgment
Administrative Agency Award (*not unpaid taxes*)
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint (*not specified above*) (42)
Declaratory Relief Only
Injunctive Relief Only (*non-harassment*)
Mechanics Lien
Other Commercial Complaint Case (*non-tort/non-complex*)
Other Civil Complaint (*non-tort/non-complex*)

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition (*not specified above*) (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief From Late Claim
Other Civil Petition

SUPERIOR COURT OF CALIFORNIA COUNTY OF SANTA CRUZ Santa Cruz Branch 701 Ocean Street, Room 110 Santa Cruz, CA 95060  Watsonville Branch 1 Second Street, Room 300 Watsonville, CA 95076	<i>FOR COURT USE ONLY</i> FILED Superior Court of California County of Santa Cruz 1/17/2023 Clerk of the Court by Deputy, Karen Broughton
Debora Beaird vs BEAUTY SOLUTIONS, LLC	Case Number: 23CV00122
CASE MANAGEMENT INFORMATION AND SETTING	

DEFENDANT: YOU HAVE 30 CALENDAR DAYS TO FILE A WRITTEN RESPONSE WITH THE COURT ONCE YOU HAVE BEEN SERVED WITH THE SUMMONS AND COMPLAINT.

The date below is for a Case Management Conference. If you have not responded within 30 days, this hearing MAY NOT take place.

It is the duty of each party to be familiar with the California Rules of Court and the date, time and place of the first case management conference.

A written response is not always necessary. To make this determination it is important to seek legal advice and information. Some options are:

1. Santa Cruz County Bar Association Lawyer Referral Service: 831-425-4755 (Fee Based service)
2. Santa Cruz Superior Court Self Help Center: 1 Second Street, Room 301 Watsonville, CA 95076
831-786-7200 option 4. www.santacruzcourt.org for hours.
3. Santa Cruz Law Library: 701 Ocean Street, Room 70 (Basement), Santa Cruz, CA 95060
831-420-2205 www.lawlibrary.org for hours.
4. Watsonville Law Center: 831-722-2845

PLAINTIFF: This notice MUST be served with the summons on all defendants and cross-defendants. Notice of any other pending case management conference must be served on subsequently named defendants and cross defendants.

YOUR CASE MANAGEMENT CONFERENCE DATE:

DATE: 05/17/2023 TIME: 8:30 A.M. Santa Cruz Department 10

Address of the Court: 701 Ocean Street, Santa Cruz, California

To appear remotely through **Zoom** at your Case Management Conference visit our court website
<https://www.santacruz.courts.ca.gov/online-services/participating-remotely-zoom>



GET TEXT REMINDERS!

Text case number to (831) 208-5170 for reminders about hearing dates and payment due dates.

