Elliot J. Siegel (Bar No. 286798)
elliot@kingsiegel.com
Melissa R. Rinehart (Bar No. 331315)
melissa@kingsiegel.com
KING & SIEGEL LLP
724 South Spring Street, Suite 201
Los Angeles, CA 90014
tel: (213) 465-4802
fax: (213) 465-4803

Attorneys for Plaintiff and Putative Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF KERN

Brittanie Taylor, individually and on behalf of all similarly situated individuals,

Plaintiff,

vs.

California Investor Group LLC dba European Wax Center, a California limited liability company; and **Does 1-10**, inclusive;

Defendants.

CASE NO. 26CUB01156

Honorable Thomas S. Clark
Department 17

FIRST AMENDED CLASS ACTION COMPLAINT FOR:

1) Failure to Pay Minimum Wages;
2) Failure to Pay Overtime Wages;
3) Failure to Provide Meal Periods;
4) Failure to Provide Rest Periods;
5) Failure to Reimburse Necessary Business Expenses;
6) Failure to Provide and Maintain Complete and Accurate Wage Statements;
7) Failure to Pay Wages When Due;
8) Illegal Noncompete Agreements;
9) Violation of California Business & Professions Code §§ 17200, et seq.;
10) PAGA Penalties (Labor Code §§ 2698, et seq.)

Jury Trial Requested

Plaintiff hereby brings this action on behalf of herself and all other similarly situated current and former employees, by and through her counsel of record, alleges as follows:

PARTIES

1. At relevant times to this complaint, Plaintiff **Brittanie Taylor** ("Plaintiff") is a resident of Kern Couty, California. Plaintiff performed work for Defendants as an hourly, non-exempt employee from approximately May 2023 through March 2025. Plaintiff was subject to the policies and practices descried in this Complaint at all times during her employment with Defendants.

2. Defendant **California Investor Group, LLC dba European Wax Center** is a California limited liability company that operates waxing salons under the name European Wax Center. Upon information and belief, Defendants operate European Wax Center locations in California, including the location at 10500 Stockdale Highway, Bakersfield, California 93311, where Plaintiff was employed. A preliminary investigation of publicly available records on file with the California Secretary of State reveals that Defendants' principal office is located at 655 Minnewawa Avenue, #3994, Clovis, California 93612, and its registered agent for service of process is Vishal Sharma at that same address.

3. Plaintiff is not currently aware of the names and true identities of defendants Does 1-10, inclusive. Plaintiff reserves the right to amend this complaint to allege their true names and capacities when this information is available. Each Doe defendant is responsible for the damages alleged pursuant to each of the causes of action asserted, either through its own conduct, or vicariously through the conduct of others. All further references in this complaint to any of the named Defendants include the fictitiously named defendants.

4. At all times alleged herein, each Defendant was an agent, servant, joint employer, employee, partner, and/or joint venture of every other Defendant and was acting within the scope of the Defendants' relationship. Moreover, the conduct of every Defendant was ratified by each other Defendant.

VENUE AND JURISDICTION

5. The court has jurisdiction over all causes of action in this complaint pursuant to Article VI, § 10 of the California Constitution. No federal question is at issue; Plaintiff relies solely on California statutes and law, including the Labor Code and the Business & Professions Code. Because Plaintiff and putative class members were employed by Defendants, and Defendants transact business within Kern County, Defendants are within the jurisdiction of the court for service of process. Moreover, Business & Professions Code § 17204 provides that any person acting on their own behalf may bring an action in any court of competent jurisdiction.

6. Venue as to Defendants is proper in this Superior Court pursuant to California Code of Civil Procedure § 395. The unlawful acts alleged have directly affected Plaintiff in Kern County, where Plaintiff was employed by Defendants and earns wages at issue in this action. Accordingly, this Court maintains appropriate jurisdiction over this dispute.

CLASS ACTION ALLEGATIONS

7. Plaintiff performed work for Defendants as a non-exempt Wax Specialist from approximately May 2023 to March 2025. Throughout the duration of Plaintiff's employment, Defendants operated waxing salons under the name European Wax Center in California, including the location at 10500 Stockdale Highway, Bakersfield, California 93311 where Plaintiff was employed, and upon information and belief, other locations in Fresno County, Kern County, and other California counties. Defendants employed Plaintiff and other Class Members as hourly, non-exempt Wax Specialists to provide waxing services, guest services, and retail sales to Defendants' customers at various California locations.

8. Throughout the duration of Plaintiff's and other Class Members' employment, Defendants required non-exempt Wax Specialists to complete various job responsibilities, including performing hair removal waxing services on clients within tightly scheduled appointment times, maintaining strict cleanliness and sanitation standards between each appointment, actively selling retail products and wax service packages to meet sales targets, managing guest check-ins and check-outs, answering phones and scheduling appointments, responding to guest inquiries and concerns, and providing customer service in accordance with

Defendants' brand standards and protocols. Defendants expected Plaintiff and other Class Members to maintain high service quality standards, meet or exceed production and sales goals, ensure positive guest satisfaction scores, and complete all assigned tasks while adhering to Defendants' policies, procedures, and performance expectations.

9. As a matter of uniform and systemic policy, Defendants implemented and enforced a written policy requiring Plaintiff and all Wax Specialists to arrive fifteen (15) minutes prior to their scheduled shifts "in able to properly set up for the day and their guest." This mandatory pre-shift policy applied to all Wax Specialists at Defendants' locations and required Plaintiff and Class Members to arrive early and perform work duties including preparing their individual workstations, gathering and organizing supplies and materials needed for appointments, reviewing the day's appointment schedule and client notes, setting up treatment rooms to meet sanitation and readiness standards, and performing opening duties before clocking in for their paid shifts. Defendants enforced this policy through disciplinary action and performance coaching, issuing written warnings and corrective action notices to employees who failed to arrive fifteen minutes before their scheduled start times. As a result of this policy and practice, Plaintiff and Class Members were required to perform work before the start of their recorded shifts without compensation for all time worked, including regularly performing pre-shift duties off the clock.

10. Similarly, after clocking out at the end of their shifts, Plaintiff and Class Members were required to perform closing duties including cleaning and sanitizing their workstations and treatment rooms, properly disposing of used materials and waste, restocking supplies and retail inventory, organizing and securing products and equipment, completing end-of-shift paperwork and documentation, reconciling cash drawer and payment processing if applicable, and communicating with management and co-workers about the following day's schedule, operational needs, inventory issues, or client concerns. Defendants' workload expectations, appointment scheduling practices, and operational requirements made it impossible to complete these required duties during scheduled and compensated work time, systematically forcing Plaintiff and Class Members to perform closing tasks after clocking out without compensation.

11. On information and belief, Plaintiff and Class Members routinely worked

approximately ten (10) to thirty (30) minutes of uncompensated time during each shift performing work duties required by Defendants before clocking in and after clocking out. Plaintiff believes this was the same for other Class Members across Defendants' California locations.

12. Throughout her employment, Plaintiff worked shifts that ranged in length from approximately four (4) hours to eight (8) hours or more per shift. Plaintiff believes this was the same for other Class Members. Defendants scheduled waxing service appointments in rapid succession with minimal time between appointments, often scheduling appointments as short as fifteen (15) to thirty (30) minutes apart depending on the service type. Defendants also regularly overbooked appointment slots and scheduled appointments back-to-back without adequate buffer time, creating intense pressure on Plaintiff and Class Members to work quickly and efficiently to avoid falling behind schedule and disappointing guests. When clients arrived late to appointments, when services took longer than the allotted appointment time due to client needs or service complexity, or when guests requested additional services during their appointments, Plaintiff and Class Members were forced to work through their legally mandated meal and rest periods, skip breaks entirely, or work beyond their scheduled shift end times to complete all scheduled services and maintain guest satisfaction.

13. Defendants maintained high performance expectations and productivity standards that contributed to the systemic denial of meal and rest periods. On information and belief, Defendants tracked Wax Specialists' performance through metrics including daily and monthly sales targets, service productivity goals, guest satisfaction scores, and retail product sales. Defendants' performance management system placed pressure on Plaintiff and Class Members to prioritize completing appointments and generating revenue over taking legally mandated breaks. Upon information and belief, Defendants provided performance coaching and corrective action to employees who failed to meet production goals, further incentivizing employees to skip or shorten meal and rest periods to maximize productivity and avoid discipline.

14. As a matter of uniform and systemic policy, Defendants consistently denied their non-exempt employees, including Plaintiff, the opportunity to take compliant thirty-minute meal periods in accordance with the California Labor Code and applicable IWC Wage Orders. Due to

Defendants' appointment overbooking practices, tight scheduling with inadequate time between appointments, and chronic understaffing, Plaintiff and Class Members were routinely required to miss their thirty-minute meal periods entirely, take them late after the end of their fifth hour of work in violation of Labor Code section 512, or take shortened or interrupted meal periods of less than thirty minutes. Defendants continued to assert control over Plaintiff and Class Members during purported meal periods by requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory meal periods, or by creating operational conditions through understaffing and overbooking that made it impossible to take compliant meal periods without falling behind on the appointment schedule.

15. Additionally, when Plaintiff or Class Members were unable to take compliant meal periods due to appointment scheduling pressures, guest demands, or operational needs, Defendants' managers instructed them to manually adjust their time records to make it appear they had taken meal periods by the fifth hour of work or had taken compliant meal periods when, in fact, they had worked through their meal periods, taken shortened meal periods, or taken interrupted meal periods during which they remained on duty. This practice was designed to avoid the payment of meal period premiums required by Labor Code section 226.7 and to create time records that appeared facially compliant with California law while concealing the systematic denial of meal periods and off-the-clock work. Plaintiff believes this instruction to manipulate time records was given to Class Members as a matter of uniform policy or widespread practice.

16. Upon information and belief, Plaintiff and other Class Members were also not provided a second thirty-minute meal period when working shifts in excess of ten (10) hours, in violation of Labor Code section 512 and applicable IWC Wage Orders. When off-the-clock work before shifts, after shifts, or during meal periods caused Plaintiff and Class Members' actual work time to exceed ten hours in a workday, Defendants failed to provide the required second meal period or premium pay in lieu thereof.

17. Defendants have also consistently denied their non-exempt employees the opportunity to take compliant ten-minute rest periods in accordance with the California Labor Code and applicable IWC Wage Orders. Plaintiff and other Class Members were routinely

prevented from taking paid, uninterrupted ten-minute rest periods for every four hours worked (or major fraction thereof) due to continuous appointment schedules without adequate breaks, appointment overbooking that eliminated time for rest periods, and limited staffing that prevented employees from stepping away from their duties. Defendants required Plaintiff and Class Members to work in excess of four consecutive hours without authorizing and permitting them to take a ten-minute, uninterrupted, duty-free rest period as required by law. Defendants continued to assert control over Plaintiff and Class Members by requiring, pressuring, or encouraging them to perform work tasks and remain available to guests, which could not be accomplished while taking mandatory rest periods, or by creating operational conditions through understaffing and tight scheduling that made rest periods functionally impossible.

18. In failing to authorize and/or permit compliant meal and rest periods, Defendants implemented a uniform policy of denying premium pay in lieu of meal and rest periods to their non-exempt employees, notwithstanding Defendants' actual knowledge that such employees were uniformly denied compliant meal and rest periods as a direct result of Defendants' scheduling practices, staffing levels, performance expectations, and operational policies. While Defendants consistently failed to provide Plaintiff with compliant meal and rest periods throughout her employment from May 15, 2023 through March 3, 2025, Defendants never provided her with premium pay in lieu of missed or non-compliant meal periods or rest periods. Upon information and belief, Class Members were similarly denied premium pay for non-compliant meal periods and rest periods despite Defendants' knowledge of the systematic violations.

19. As a matter of uniform and systemic policy, Defendants failed to properly calculate and pay overtime wages and premium pay to Plaintiff and Class Members at the correct regular rate of pay. Specifically, Defendants compensated Plaintiff and Class Members through a compensation structure that included multiple forms of remuneration: a base hourly rate that varied by employee and changed over time, commissions earned on wax service package sales (commonly referred to as "Wax Pass" commissions), productivity bonuses based on service and retail performance, and upon information and belief, other forms of non-discretionary compensation. Despite this multi-component compensation structure, Defendants failed to

include all forms of non-discretionary compensation in the calculation of the "regular rate of pay" when calculating overtime wages owed to Plaintiff and Class Members pursuant to Labor Code section 510 and the applicable IWC Wage Order.

20. For example, when Plaintiff worked more than eight (8) hours in a workday, more than forty (40) hours in a workweek, or on a seventh consecutive workday during pay periods in which she also earned Wax Pass commissions and other non-discretionary compensation, Defendants paid overtime wages at one and one-half times her base hourly rate only, rather than at one and one-half times the true regular rate of pay that should have incorporated all forms of remuneration earned during that workweek. This systematic miscalculation resulted in Plaintiff and Class Members being underpaid overtime premiums throughout their employment. Upon information and belief, this was Defendants' uniform policy applied to all Wax Specialists who earned commissions and worked overtime hours.

21. Similarly, to the extent Defendants paid any meal period or rest period premiums to Plaintiff or Class Members (which Plaintiff disputes), such premiums were calculated at Plaintiff's and Class Members' base hourly rate only, without including commissions, bonuses, and other non-discretionary compensation in the "regular rate of compensation" as required by Labor Code section 226.7. This resulted in Plaintiff and Class Members being systematically underpaid any meal period and rest period premiums that may have been paid.

22. Additionally, by requiring employees to work during their meal periods but preventing them from recording that time, Plaintiff and Class Members were forced to work off the clock and deprived of owed straight time wages. Additionally, as Class Members worked shifts of at least 8 hours, or weeks of at least 40 hours, or for days of work without one day’s rest in seven, some of this time was required to be paid at overtime rates, but was not done so.

23. As a matter of uniform and systemic policy, Defendants failed to provide its nonexempt employees with accurate itemized wage statements in accordance with California’s Labor Code. Upon information and belief, Defendants failed to furnish Plaintiff and Class Members, either semimonthly or at the time of each payment of wages, either as a detachable part of the check or separately, an accurate, itemized statement in writing showing actual gross and net

wages earned, the correct number of hours worked, and the applicable hourly rates in effect for those missing hours, among other things.

24. As a matter of uniform and systemic policy, Defendants failed to reimburse their non-exempt employees for necessary business expenditures pursuant to Labor Code section 2802. Specifically, Defendants required or permitted Plaintiff and Class Members to use their personal cell phones for work-related purposes, including texting and calling guests to confirm appointments or address scheduling issues, communicating with management and co-workers via text message or phone calls regarding operational matters, and being available to respond to work-related communications.

25. Defendants required or expected this personal cell phone use for business purposes but failed to adequately and reasonably reimburse Plaintiff and Class Members for a reasonable percentage of their personal cell phone bills as required by law. Additionally, upon information and belief, Defendants required Plaintiff and Class Members to purchase, maintain, clean, and launder uniforms or specific clothing items for work, including branded tops and bottoms that constituted a required work uniform, but failed to adequately reimburse them for these uniform-related expenses as required by Labor Code section 2802.

26. As a matter of uniform and systemic policy, Defendants willfully failed to pay Plaintiff and Class Members all the above-described wages including, but not limited to, premium pay for non-compliant meal and rest periods, minimum/regular and overtime premium wages for off-the-clock workhours, and reimbursement for necessary business expenditures, either at the time they became due, at the time of discharge, or within seventy-two (72) hours of leaving Defendants' employ.

27. As a matter of uniform and systemic policy, Defendants required that Plaintiff and Class Members agree to restrict covenants as a condition for employment. Defendants required Plaintiff and similarly situated employees, as a condition of obtaining and maintaining employment, to agree to contractual provisions that unlawfully restrained their ability to engage in their chosen occupation, including provisions stating that employees "may not use, directly or indirectly … any Confidential, Proprietary and Trade Secret Information to persuade or solicit any

client to cease to do business with CIG, or to reduce the amount of business it has customarily done or contemplates doing with CIG," and further providing that "[d]uring an employee's employment with Company and for twelve (12) months thereafter, employees are prohibited from, directly or indirectly, either on employee's own or a third party's behalf, persuade, solicit, entice or induce any employee to terminate their employment or engage their services for employee's own or a third party's benefit."

28. Plaintiff therefore brings this action on behalf of herself and as a class action on behalf of the following defined Class:

Non-Exempt Employee Class:

All persons who worked at least one shift as a non-exempt employee of Defendants in the State of California from the period four years prior to the filing of the Action and the date of trial ("Class").

Illegal Non-Compete Class:

All persons in California who signed a non-compete agreement issued by Defendants, irrespective of whether the non-compete was initially provided by Defendants upon hiring or subsequently thereafter while employed by Defendants ("Illegal Non-Compete Class").

29. Common methods of proof exist for determining these issues on a class-wide basis, including but not limited to, Defendants' employment records, payroll records, timesheets, policies, disciplinary records, and witness declarations, among other things.

30. **Numerosity.** Plaintiff is informed and believes that, during the class period, at least 50 Class Members have been employed as non-exempt employees by Defendants within the State of California. The number of Class Members is sufficiently numerous such that joinder of all members is impossible or impracticable.

31. **Typicality.** Plaintiff's claims are typical of all Class Members. Plaintiff, like all other Class Members, was subjected to the policies and practices set forth above. Plaintiff's job duties were typical of Class Members in all relevant respects.

32. **Adequacy.** There are no material conflicts between the claims of the representative Plaintiff and Class Members that would make class certification inappropriate. Plaintiff understands her obligation to inform the Court of any relationship, conflicts, or differences with

any Class Member. Plaintiff will fairly and adequately protect the interests of the Class Members. Plaintiff is invested in redressing Defendants' illegal practices on behalf of all Class Members. Moreover, Plaintiff has retained competent counsel experienced in both class action and employment litigation. Plaintiff's attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement, and will vigorously assert the claims of all Class Members. Plaintiff have incurred, and will continue to incur, costs and attorneys' fees that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each Class Member.

33. **Existence and Predominance of Common Issues.** Common questions of law and fact exist as to all Class Members and predominate over issues affecting individual Class Members, including, but not limited to:

a. Whether Defendants have a common policy and/or practice of requiring Plaintiff and Class Members to work off-the-clock;

b. Whether Defendants unlawfully and/or willfully required Plaintiff and Class Members to work off-the-clock;

c. Whether Defendants have a common policy and/or practice of failing to compensate Plaintiff and Class Members with required minimum, regular, and/or overtime wages while working off-the-clock;

d. Whether Defendants unlawfully and/or willfully failed to compensate Plaintiff and Class Members with required minimum, regular, and/or overtime wages while working off-the-clock;

e. Whether Defendants have a common policy and/or practice of depriving Plaintiff and Class Members of compliant, off-duty meal and/or rest periods;

f. Whether Defendants unlawfully and/or willfully deprived Plaintiff and Class Members of compliant, off-duty meal and/or rest periods;

g. Whether Defendants have a common policy and/or practice of depriving Plaintiff and Class Members of premium pay in lie of compliant, off-duty meal and/or rest periods;

h. Whether Defendants unlawfully or willfully deprived Plaintiff and Class Members of premium pay in lieu of complaint, off-duty meal and/or rest periods;

i. Whether Defendants have a common policy and/or practice of failing to reimburse Plaintiff and Class Members for necessary business expenditures;

j. Whether Defendants unlawfully and/or willfully failed to reimburse Plaintiff and Class Members for necessary business expenditures;

k. Whether Defendants have a common policy and/or practice of failing to maintain complete or accurate payroll records in the State of California;

l. Whether Defendants unlawfully and/or willfully failed to maintain complete or accurate payroll records in the State of California;

m. Whether Defendants have a common policy and/or practice of failing to provide complete or accurate wage statements reflecting all hours worked, applicable rates of pay, and wages earned to Plaintiff and Class Members;

n. Whether Defendants unlawfully and/or willfully failed to provide complete and accurate wage statements reflecting all hours worked, applicable rates of pay, and wages earned to Plaintiff and Class Members;

o. Whether Defendants have a common policy and/or practice of failing to pay Plaintiff and Class Members all wages at the time they became due, at the time of discharge, or within seventy-two (72) hours of leaving Defendants' employ;

p. Whether Defendants unlawfully and/or willfully failed to pay Plaintiff and Class Members all wages at the time they became due, at the time of discharge, or within seventy-two (72) hours of leaving Defendants' employ;

q. Whether Defendants have a common policy and/or practice of requiring employees to sign non-complete agreements;

r. Whether Plaintiff and Class Members sustained damages as a result of any of the aforementioned violations, and, if so, the proper measure of those damages, including interest, penalties, costs, attorneys' fees, and equitable relief;

s. Whether Defendants violated Cal. Bus. & Prof. Code §§ 16600, 16600.1, 16600.5 and Labor Code § 432.5 by violating the above provisions of law; and

t. Whether Defendants violated the Unfair Competition Law, Cal. Bus. & Prof. Code § 17200, *et seq.*, by violating the above provisions of law.

34. **Superiority.** A class action is superior to other available means for the fair and efficient adjudication of this dispute. The damages suffered by individual Class Members, while substantial, are small compared to the burden and expense of individual prosecution of the complex and expensive litigation necessary to address Defendants' conduct. Even if Class Members themselves could afford individual litigation, the court system would be overwhelmed by individual lawsuits if all Class Members sought redress. In addition, individualized litigation increases the delay and expense to all parties and to the court system resulting from the complex legal and factual issues of this case. Individualized litigation also presents a potential for inconsistent or contradictory judgments. By contrast, the class action device presents far fewer management difficulties; it allows the hearing of claims which might otherwise go unaddressed because of the relative expense of bringing individual lawsuits, and it provides the benefits of single adjudication, economies of scale, and comprehensive supervision by a single court. Plaintiff contemplates providing individual notice to members of the class defined above as identified through Defendants' records.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

Labor Code §§ 223, 1182.12, 1194, 1194.2, 1197, 1197.1, and 1198

Failure to Pay Minimum or Regular Wages for All Hours Worked

(Plaintiff and Class Against Defendants)

35. Plaintiffs repeat and incorporate by reference all allegations contained in the preceding paragraphs as if fully set forth herein.

36. California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 provide that payment of a wage less than the minimum wage as set by statute, commission, or by the general prevailing

rate is unlawful.

37. Further, Labor Code § 223 provides that where a contract requires an employer to maintain the designated wage scale, it is unlawful to pay a lower wage while purporting to pay the wage designated by contract. *See, e.g., Armenta v. Osmose, Inc.*, 135 Cal.App.4th 314, 323 (Cal. Ct. App. 2005) ("Sections 221, 222, and 223 articulate the principal that all hours must be paid at the statutory or agreed rate and no part of this rate may be used as a credit against a minimum wage obligation.").

38. California law requires employers to compensate employees for all time that an employee is "suffered or permitted to work," which includes all time "when any employer 'directs, commands or restrains' an employee." *See, e.g.*, *Morillion v. Royal Packing Co.*, 22 Cal. 4th 575, 583 (2000), as modified (May 10, 2000); *see also* Code Regs. tit. 8, § 11040(2)(L) ("'Hours worked' means the time during which an employee is subject to the control of an employer and includes all the time the employee is suffered or permitted to work, whether or not required to do so.").

39. Defendants maintained uniform policies and practices requiring Plaintiff and Class Members to perform compensable work before clocking in, after clocking out, and during automatically deducted meal periods that were not actually provided, including mandatory pre-shift preparation, post-shift closing duties, and work performed during purported meal periods and breaks due to overbooking, understaffing, and strict productivity requirements. By failing to record and compensate this time, Defendants systematically reduced the total number of compensable hours reflected on payroll records, resulting in compensation that fell below the applicable minimum wage for all hours worked and unlawfully depriving Plaintiff and Class Members of minimum and regular wages owed under California law.

40. On information and belief, Defendants engaged in other actions that resulted in the underpayment of wages not currently known to Plaintiff.

41. Defendants' failure to pay Plaintiff and Class Members wages at their regular rates of pay, let alone any rate of pay, violates California Labor Code sections 223, 1182.12, 1194, 1197, 1197.1, and 1198.

42. Pursuant to California Labor Code section 1194.2, Plaintiff and Class Members are

entitled to recover the amount of underpaid wages, plus liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon, applicable civil penalties, and reasonable attorney's fees and costs.

SECOND CAUSE OF ACTION

California Labor Code §§ 510 and 1198

Unpaid Overtime

(Plaintiff and Class Against Defendants)

43. Plaintiff repeats and incorporates by reference every allegation as if fully set forth herein.

44. Plaintiff and Class Members who work more than eight hours in a day or more than forty hours in a workweek are to be paid at the rate of time and one-half (1½) for all hours worked in excess of eight hours in a day or more than forty hours in a workweek. An employee's regular rate of pay includes all remuneration for employment paid to, or on behalf of, the employee, including commissions, sick pay, non-discretionary bonuses and incentive pay. *Alvarado v. Dart Container Corp. of California*, 4 Cal. 5th 542, 573 (2018), as modified (Apr. 25, 2018); Cal. Labor Code §§ 510 and 1198; Industrial Wage Order No. 4-2001.

45. Throughout the Class Period, Plaintiff and other Class Members were not paid overtime premiums for all of the hours they worked in excess of eight hours in a day, in excess of twelve hours in a day, in excess of eight hours on the seventh consecutive day of work in a workweek, and in excess of forty hours in a week.

46. Defendants maintained a uniform compensation policy under which Plaintiff and Class Members earned multiple forms of non-discretionary remuneration, including commissions on wax service packages, productivity bonuses, and other incentive-based compensation, yet Defendants calculated overtime premiums using only the base hourly rate rather than the full regular rate of pay inclusive of all remuneration. By excluding commissions, bonuses, and other non-discretionary compensation from the regular rate, Defendants systematically underpaid overtime wages owed to Plaintiff and Class Members for hours worked in excess of eight (8) in a day and/or forty (40) in a workweek, resulting in unpaid overtime compensation in violation of

California law.

47. Because Plaintiff and Class Members worked shifts of more than eight hours a day or forty hours a week on the clock, some of this work qualified for overtime premium pay. Therefore, Plaintiff and Class Members were not paid overtime wages at the correct rate of pay for all of the overtime hours worked. Defendants knew or should have known that their policies and practices forced Plaintiff and Class Members to work in excess of eight hours per workday and/or 40 hours per workweek without being compensated for all hours worked.

48. Defendants knew or should have known that Plaintiff and Class Members did not receive overtime at their appropriate overtime rate of pay. Accordingly, Defendants' failure to pay overtime compensation resulted in Plaintiff and Class Members being deprived of earned overtime wages.

49. Defendants' failure to pay overtime compensation resulted in Plaintiff and Class Members being deprived of earned overtime wages. Pursuant to Labor Code § 1194, Plaintiff and Class Members are entitled to recover their unpaid overtime compensation, as well as interest, costs, attorneys' fees, and applicable civil penalties.

<u>THIRD CAUSE OF ACTION</u>

California Labor Code §§ 226.7, 512(a), and 1198

Failure to Provide Complaint Meal Periods or Premium Pay in Lieu Thereof

(Plaintiff and Class Against Defendants)

50. Plaintiff repeats and incorporates by reference every allegation in this complaint as if fully set forth herein.

51. At all times relevant to this complaint, Defendants knew it was obligated to provide legally compliant meal periods to its non-exempt employees pursuant to Labor Code §§ 512 and 226.7. Labor Code § 512(a) states in pertinent part: "[A]n employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer may not employ an employee for a work period of more

than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes."

52. Further, Labor Code sections 226.7, 512(a), and 1198 provide that no employer shall require an employee to work during any meal period mandated by an applicable order of the IWC – including Wage Order No. 4-2001, which applied to Plaintiff's and Class Members' employments. "An off-duty meal period, therefore, is one in which the employee is relieved of all duty during the 30-minute meal period [...] an employer's obligation is to provide an off-duty meal period: an uninterrupted 30–minute period during which the employee is relieved of all duty." *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1035 (2012).

53. Defendants have consistently denied their non-exempt employees the opportunity to take compliant 30-minute meal periods in accordance with the California Labor Code. Defendants' policies and practices served to deprive Plaintiff and Class Members of full 30-minute meal periods during which they are relieved of all duties and free of employer control. Plaintiff and Class Members are routinely required to work through their meal periods to keep pace with tightly scheduled and frequently overbooked appointments, perform guest services, complete cleaning and preparation tasks, and remain available to respond to operational demands, while Defendants' scheduling practices, productivity expectations, and operational requirements made it impracticable or impossible for employees to take uninterrupted, duty-free meal periods as required by law.

54. Accordingly, Plaintiff and Class Members were denied meal periods as a result of Defendants' policies and practices. By failing to consistently provide uninterrupted, off-duty 30-minute meal periods, Defendants violated the Labor Code as to Plaintiff and Class Members.

55. Defendants have also implemented a uniform policy of denying compensation in lieu of compliant meal periods to its non-exempt employees, notwithstanding its actual knowledge that such employees were uniformly denied such meal periods.

56. In failing to authorize and/or permit compliant meal periods, Defendants have also implemented a uniform policy of denying compensation in lieu of such meal periods to its non-exempt employees, notwithstanding its actual knowledge that such employees were uniformly

denied compliant meal periods.

57. Pursuant to Labor Code § 226.7(b), Plaintiff and Class Members are entitled to recover from Defendants an additional hour of pay at their regular rates of pay for each shift in which a compliant meal period was not provided.

FOURTH CAUSE OF ACTION

Labor Code §§ 226.7, 512(a), and 1198

Failure to Provide Compliant Rest Periods or Premium Pay in Lieu Thereof

(Plaintiff and Class Against Defendants)

58. Plaintiff repeats and incorporates by reference every allegation in this complaint as if fully set forth herein.

59. At all times relevant to this complaint, Defendants knew it was obligated to provide compliant rest periods to their non-exempt employees pursuant to Labor Code § 226.7.

60. Labor Code § 226.7 provides:

> (a) No employer shall require any employee to work during any meal or rest period mandated by an applicable order of the Industrial Welfare Commission.
>
> (b) If any employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each work day that the meal or rest period is not provided.

61. Labor Code § 226.7, 512(a), and 1198 provide that no employer shall require an employee to work during any rest or meal period mandated by an applicable order of the IWC – including Wage Order No. 4-2001, which applied to Plaintiff's and Class Members' employments. Employers must authorize and permit employees to be relieved of all duty during their rest and meal periods: "A rest period, in short, must be a period of rest."[1] *Augustus v. ABM Sec. Servs.,*

---

[1] Employees must also be free to leave the premises. *Augustus*, 2 Cal. 5th at 270; *see also* Department of Industrial Relations, "Rest Periods/Lactation Accommodations," *available at https://www.dir.ca.gov/dlse/FAQ_RestPeriods.htm* ("Q. Can my employer require that I stay on the work premises during my rest period? A. No, your employer cannot impose any restraints not inherent in the rest period requirement itself.")

Inc., 385 P.3d 823, 834 (2016).

62. However, Plaintiff and Class Members are routinely required to work through their rest periods to due to understaffing, productivity pressures, and operational demands requiring employees to remain available to assist guests, answer phones, prepare treatment rooms, and maintain service flow.

63. Defendants have also implemented a uniform policy of denying compensation in lieu of compliant rest periods to its non-exempt employees, notwithstanding their actual knowledge that such employees were uniformly denied such rest periods.

64. By failing to provide compliant rest periods when required, or premium pay in lieu thereof, Defendants violated the Labor Code as to Plaintiff and Class Members. Defendants were aware that its actions were a violation of applicable law but consistently refused to pay these premiums as required by law.

65. Pursuant to Wage Order No. 4-2001 and Labor Code § 226.7(b), Plaintiff and Class Members are entitled to recover from Defendants one additional hour of pay at their regular rates of pay for each shift that a compliant rest period was not provided. Defendants were aware that its actions were a violation of applicable law but consistently refused to pay these premiums as required by law.

FIFTH CAUSE OF ACTION

California Labor Code § 2802

Failure to Reimburse Necessary Business Expenses

(Plaintiff and Class Against Defendants)

66. Plaintiff repeats and incorporates by reference every allegation as if fully set forth herein.

67. 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, or of his or her obedience to the directions of the employer." Lab. Code § 2802. The purpose of Labor Code section 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. *Cochran v. Schwan's*

Home Service, Inc., 228 Cal. App. 4th 1137, 1144 (2014).

68. As a matter of uniform and systemic policy, Defendants failed to reimburse their non-exempt employees for necessary business expenditures pursuant to Labor Code § 2802.

69. Specifically, Defendants required or permitted Plaintiff and Class Members to use their personal cell phones for work-related purposes, including texting and calling guests to confirm appointments or address scheduling issues, communicating with management and co-workers via text message or phone calls regarding operational matters, and being available to respond to work-related communications.

70. Defendants required or expected this personal cell phone use for business purposes but failed to adequately and reasonably reimburse Plaintiff and Class Members for a reasonable percentage of their personal cell phone bills as required by law. Additionally, upon information and belief, Defendants required Plaintiff and Class Members to purchase, maintain, clean, and launder uniforms or specific clothing items for work, including branded tops and bottoms that constituted a required work uniform, but failed to adequately reimburse them for these uniform-related expenses as required by Labor Code section 2802.

71. By unlawfully failing to reimburse Plaintiff and Class Members, Defendants are liable for a reasonable portion of their incurred expenses, to be determined upon trial, plus reasonable attorneys' fees and costs. Lab. Code § 2802.

SIXTH CAUSE OF ACTION

Labor Code §§ 226, 226.3, and 1174

Failure to Maintain and Provide Complete and Accurate Wage Statements

(Plaintiff and Class Against Defendants)

72. Plaintiff repeats and incorporates by reference all allegations contained in the preceding paragraphs as if fully set forth herein.

73. Labor Code § 226 requires employers to furnish employees with an accurate, itemized statement in writing showing, among other things, (1) gross wages earned; (2) total hours worked by the employee (for hourly-paid, non-exempt employees); (3) all deductions; (4) net wages earned; (5) the inclusive dates of the period for which the employee is paid; (6) the name of

the employee and the last four digits of his or his social security number; (7) the name and address of the legal entity that is the employer; and (8) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

74. At all times relevant to this complaint, Defendants' failure to pay minimum, regular, and overtime rate wages for all hours worked, and premium pay for missed meal and/or rest periods, ensured that Plaintiff's and Class Members' wage statements inaccurately reflected their gross and net wages earned, the correct number of hours worked, and the applicable hourly rates in effect for those missing hours.

75. Thus, Defendants have failed to keep accurate payroll records for Plaintiff and Class Members in accordance with Labor Code § 1174.

76. Defendants' failure to keep and maintain payroll records accurately reflecting their gross and net wages earned, number of hours worked, and applicable hourly rates has impeded Plaintiff's and Class Members' ability to determine whether they were paid properly.

77. <u>Injury</u>. Defendants knowingly and intentionally failed to comply with Labor Code § 226, causing injury and damage to Plaintiff and Class Members. Plaintiff and all those similarly situated were injured by these failures because, among other things, they were confused about whether they were paid properly and/or misinformed about how much compensation was owed to them. These damages include, but are not limited to, costs incurred in calculating the correct gross and net wages earned for each pay period and the amount of employment taxes that were not paid to state and federal tax authorities.

78. <u>Relief</u>. Labor Code § 226(e)(1) provides that an employee suffering injury as a result of not being provided with a complete and accurate itemized wage statement is entitled to recover the greater of all actual damages suffered or fifty ($50) dollars for the initial violation and one hundred ($100) dollars for each subsequent violation, up to $4,000. Pursuant to Labor Code §§ 226(e) and (g), Class Members are further entitled to injunctive relief to ensure Defendants' compliance with Labor Code § 226, as well as attorneys' fees and costs of suit.

SEVENTH CAUSE OF ACTION

Labor Code §§ 202, 203, 204, and 210

Failure to Pay Wages When Due

(Plaintiff and Class Against Defendants)

79. Plaintiff repeats and incorporates by reference all the allegations of this Complaint as though fully set forth herein.

80. Labor Code § 202 provides, in relevant part, that:

> If an employee not having a written contract for a definite period quits his or her employment, his or her wages[2] shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. Notwithstanding any other provision of law, an employee who quits without providing a 72-hour notice shall be entitled to receive payment by mail if he or she so requests and designates a mailing address. The date of the mailing shall constitute the date of payment for purposes of the requirement to provide payment within 72 hours of quitting.

81. Labor Code § 203 provides:

> If an employer willfully fails to pay, without abatement or reduction, in accordance with § 201, 201.5, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days.

82. Labor Code § 204 provides that all wages, other than those mentioned in Section 201 and 202, are due and payable twice during each calendar month, on days designated in advance by the employer as regular paydays.

83. Failure to Timely Pay Wages Due. As set forth above, as a result of deficient timekeeping practices and meal and rest period policies, Defendants failed to timely pay

---

[2] Labor Code § 200 defines "wages" as "all amounts for labor performed by employees of every description, whether the amount is fixed or ascertained by the standard of time, task, piece, commission basis, or other method of calculation." "Labor" is defined as "labor, work, or service . . . if the labor to be paid for is performed personally by the person demanding payment." Additionally, in *Naranjo v. Spectrum Security Services, Inc.*, 13 Cal. 5th 93 (2022), the California Supreme Court recently held that failure to pay premiums for violating the California Labor Code's meal and rest break provisions constitutes "wages" for purposes of waiting time penalties.

minimum, regular, and overtime rate wages, as well as meal and rest period premiums, upon regularly scheduled paydays.

84. Relief. Defendants' failure to pay Plaintiff and those Class Members wages on their regularly scheduled paydays subjects Defendants to civil penalties in the amount of $100 per employee per initial violation and $200 per employee for every subsequent violation of Labor Code § 204 pursuant to Labor Code § 210.

85. Failure to Pay Upon Termination. Plaintiff and many Class Members have left Defendants' employ during the class period. As discussed above, Defendants knowingly failed to pay Plaintiff and Class Members all their earned wages upon termination. Instead, Defendants willfully and intentionally refused to pay meal and/or rest period premiums and earned minimum, regular, and overtime rate wages as alleged herein to Plaintiff and Class Members in violation of Labor Code §§ 201 and 202.

86. Relief. Defendants' failure to pay Plaintiff and those Class Members who are no longer employed by Defendants their wages earned and unpaid at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employment, violates Labor Code §§ 201 and 202. Plaintiff and Class Members are therefore entitled to recover from Defendants the statutory penalty wages for each day they were not paid, at their regular rate of pay, up to a 30-day maximum penalty under Labor Code § 203.

EIGHTH CAUSE OF ACTION

Cal. Bus. & Prof. Code §§16600, 16600.1, 16600.5 and

Labor Code Section 432.5

Illegal Noncompete Agreements

(Plaintiff and Illegal Non-Compete Class Against Defendants)

87. Plaintiff repeats and incorporates by reference every allegation in this complaint as if fully set forth herein.

88. "Except as provided in this chapter, every contract by which anyone is restrained from engaging in a lawful profession, trade, or business of any kind is to that extent void." Cal. Bus. & Prof. Code § 16600.

89. As of January 1, 2024, under Section 16600.1, it is illegal for an employer "to include a noncompete clause in an employment contract, or to require an employee to enter a noncompete agreement" Cal. Bus. & Prof. Code § 16600.1.

90. Further, employers are required under Section 16600.1 to provide a curative notice "in the form of a written individualized communication" to employees employed after January 1, 2022, whose contracts include a barred non-compete clause or agreement.

91. All noncompete clauses or agreements covered under Section 16600-16600.5 are void and an impacted "employee, former employee, or prospective employee may bring a private action to enforce this chapter for injunctive relief or the recovery of actual damages, or both." Cal. Bus. & Prof. Code § 16600.5. A prevailing employee is also entitled to recover reasonable attorney's fees and costs. *Id.*

92. Separately, under Labor Code § 432.5, "[n]o employer, or agent, manager, superintendent, or officer thereof, shall require any employee or applicant for employment to agree, in writing, to any term or condition which is known by such employer, or agent, manager, superintendent, or officer thereof to be prohibited by law." Cal. Lab. Code § 432.5.

93. Defendants required Plaintiff and similarly situated employees, as a condition of obtaining and maintaining employment, to agree to contractual provisions that unlawfully restrained their ability to engage in their chosen occupation, including provisions stating that employees "may not use, directly or indirectly … any Confidential, Proprietary and Trade Secret Information to persuade or solicit any client to cease to do business with CIG, or to reduce the amount of business it has customarily done or contemplates doing with CIG," and further providing that "[d]uring an employee's employment with Company and for twelve (12) months thereafter, employees are prohibited from, directly or indirectly, either on employee's own or a third party's behalf, persuade, solicit, entice or induce any employee to terminate their employment or engage their services for employee's own or a third party's benefit."

94. These requirements violate Cal. Bus. & Prof. Code § 16600 and are not covered by any exemption to that chapter.

95. Defendants also failed to provide a curative notice "in the form of a written

individualized communication" to all Class Members employed after January 1, 2024 in which the notified employees that these requirements were void.

96. Defendants' actions violated Cal. Bus. & Prof. Code §§ 16600, 16600.1, and 16600.5. Class Members are entitled to injunctive relief and actual damages, and legal fees to remedy these violations.

NINTH CAUSE OF ACTION

California Business & Professions Code §§ 17200, et seq.

Unlawful Business Practices

(Plaintiff and Class Against Defendants)

97. Plaintiff repeats and incorporates by reference every allegation as if fully set forth herein.

98. Defendants are "persons" as defined by California Business & Professions Code § 17201, as they are a natural person, corporations, firms, partnerships, joint stock companies, and/or associations.

99. Unlawful Business Practices. Defendants' knowing violations of the Labor Code constitute an unlawful business practice as set forth in Business & Professions Code § 17200, et seq.

100. Defendants' failure to abide by the laws discussed herein provided Defendants with an unfair advantage over their competitors at the expense of their workers. Instead, Defendants cut corners in the name of higher profits and at the expense of employee well-being. Defendants' actions thereby constitute an unfair, fraudulent, and/or unlawful business practice under Business & Professions Code § 17200, et seq.

101. Relief. Plaintiff brings this cause of action seeking equitable and injunctive relief to stop Defendants' willful and ongoing misconduct, and to seek restitution of the amounts Defendants acquired through the unfair, unlawful, and fraudulent business practices described herein. In addition, Plaintiff seeks an award of costs and attorneys' fees pursuant to California Code of Civil Procedure § 1021.5.

<u>TENTH CAUSE OF ACTION</u>

PAGA Penalties (Labor Code §§ 2698, et seq.)

(Plaintiff and Aggrieved Employees Against Defendants)

102. Plaintiff repeats and incorporates by reference every allegation as if fully set forth herein.

103. <u>Standing</u>. Under the California Private Attorneys General Act ("PAGA"), Labor Code § 2698, et seq., an aggrieved employee may bring a representative action as a private attorney general, on behalf of himself and other current or former employees to recover penalties for an employer's violations of the Labor Code and IWC Wage Orders.

104. Plaintiff, by nature of her employment with Defendants, is an aggrieved employee for purposes of this Complaint with standing to bring an action under PAGA.

105. Plaintiff, on behalf of the State of California and all Aggrieved Employees, brings this representative action pursuant to Labor Code § 2699, et seq., seeking civil penalties for Defendants' violation of Labor Code §§ 201-204, 210, 226, 226.3, 226.7, 510, 1174(d), 1182.11, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2802, as described herein, plus attorneys' fees and costs.

106. <u>Entitlement to Penalties.</u> Per Labor Code § 2699(f), and based on the foregoing, Plaintiff, the State, and Aggrieved Employees are entitled to civil penalties in an amount to be shown at trial subject to the following formula: (a) In an amount set forth as a civil penalty in the underlying statute; or (b) $100 per initial violation per employee per pay period, and $200 for each subsequent violation per employee per pay period.

107. These penalties shall be allocated sixty-five percent to the Labor and Workforce Development Agency and thirty-five percent to the aggrieved employees.

108. These penalties may be "stacked" separately for each of Defendants' violations of the Labor Code, subject to the exception enumerated in Labor Code section 2698(i). *See, e.g., Hernandez v. Towne Park, Ltd.,* No. CV 12-02972, 2012 WL 2373372, at *17 n.77 (C.D. Cal. June 22, 2012); *see also O'Connor v. Uber Techs., Inc.,* No. 13-CV-03826-EMC, 2016 WL 3548370, at *7 (N.D. Cal. June 30, 2016); Labor Code § 2698(i).

109. Predicate Violations. The Aggrieved Employees are entitled to civil penalties under PAGA arising from the above-mentioned predicate violations of the Labor Code, as well as the applicable Wage Order, including but not limited to: Labor Code §§ 201-204, 210, 226, 226.3, 226.7, 510, 1174(d), 1182.11, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2802, plus reasonable attorneys' fees and costs.

110. Procedural Requirements Met. On March 26, 2026, Plaintiff electronically filed a notice of claims with the LWDA and sent a copy to Defendants by certified mail. Plaintiff did not receive notice from the LWDA that it would be investing the complaint, nor did Plaintiff receive notice from the LWDA that it was declining to investigate, within the 65-day period under Labor Code § 2699.3. On June 1, 2026, the sixty-five-day notice period expired as to all defendants. Since the LWDA took no steps within the prescribed time to intervene, Plaintiff has exhausted all required administrative remedies required to seek penalties under PAGA. See Lab. Code § 2699.3(a)(2). A true and correct copy of Plaintiff's PAGA Notice is attached herein as **Exhibit A.**

DEMAND FOR JURY TRIAL

Pursuant to California Code of Civil Procedure § 631, Plaintiff demands a trial by jury on all issues so triable.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully prays judgment as follows:

A. For an Order:

   a. Certifying the Class;

   b. Appointing Plaintiff as representative of the Class;

   c. Appointing Plaintiff's counsel as Class Counsel;

B. For actual and liquidated damages according to proof at trial;

C. For statutory and civil penalties and special damages, according to proof at trial;

D. For pre- and post-judgment interest on monetary damages;

E. For preliminary and permanent injunctive relief;

F. For reasonable attorney's fees and costs and expert fees and costs as allowed by law; and

G. For such other relief as this Court deems just and proper.

Dated: June 2, 2026

Respectfully submitted,

KING & SIEGEL LLP

By: ______________________
Elliot J. Siegel, Esq.
Melissa R. Rinehart, Esq.
Attorneys for Plaintiff

Exhibit A

K | S

March 26, 2026

Original filed online via the LWDA's PAGA Claim Notice Portal

Labor & Workforce Development Agency
1515 Clay Street, Ste. 801
Oakland, CA 94612

Copy Sent via certified mail to:

California Investor Group LLC
dba European Wax Center
c/o Vishal Sharma
655 Minnewawa Avenue, #3994
Clovis, CA 93612

Re: Brittanie Taylor v. California Investor Group LLC dba European Wax Center; California Labor Code § 2699.3 Notice of Intent to File Suit

To Whom it May Concern:

We represent ***Brittanie Taylor*** ("Plaintiff") former employee of **California Investor Group LLC dba European Wax Center** ("Defendant") in a lawsuit (the "Action") to be filed against Defendant in Kern County Superior Court. A copy of the Complaint to be filed in the Action is enclosed as **Exhibit A**.

This letter serves as notice pursuant to California Labor Code § 2699.3 that we intend to prosecute representative claims for civil penalties under the Private Attorney's General Act ("PAGA") on behalf of those of Defendant's employees employed from one year prior to filing of this Notice through trial on the Complaint (the "Aggrieved Employees").

As set forth in the Complaint, Defendant violated their obligations under the California Labor Code by (1) failing to pay minimum wages for all hours worked pursuant to Lab. Code sections 1182.11, 1182.12, 1194, 1194.2, 1197, 1197.1, and 1198; (2) failing to pay overtime wages pursuant to Lab. Code sections 510, 1194, and 1198; (3) failing to authorize rest and meal periods pursuant to Lab. Code sections 226.7, 512(a), and 1198; (4) failing to reimburse necessary business expenses pursuant to Lab. Code section 2802; (5) failing to provide and maintain accurate payroll records pursuant to Lab. Code sections 226(a)/(f)/(h), 226.3, and 1174(d); (6) failing to pay wages when due pursuant to Lab. Code sections 201, 203, and 204; (7) requiring employees to sign illegal noncompete agreements pursuant to Cal. Bus.

Los Angeles
724 S. Spring St., Ste. 201
Los Angeles, California 90014

Sacramento
601 University Ave., Ste. 275
Sacramento, California 95825

tel: 213-465-4802 | fax: 213-465-4803 | www.kingsiegel.com

& Prof. Code sections 16600, 16600.1, 16600.5 and Labor Code Section 432.5; and (8) violating California's Unfair Competition Law pursuant to Bus. & Prof. Code section 17200, *et seq*.

Together with this correspondence, the enclosed complaint serves as notice pursuant to Labor Code § 2699.3, *et seq*. that we intend to prosecute representative claims for civil penalties under the Private Attorney's General Act ("PAGA") on behalf the Aggrieved Employees. *See* Cal. Lab. Code §§ 2699, *et seq*.

Please feel free to contact us with any questions.

Sincerely,

Elliot J. Siegel
Melissa R. Rinehart
KING & SIEGEL LLP

Los Angeles
724 S. Spring St., Ste. 201
Los Angeles, California 90014

Sacramento
601 University Ave., Ste. 275
Sacramento, California 95825

tel: 213-465-4802 | fax: 213-465-4803 | www.kingsiegel.com

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF SACRAMENTO

I, Jazmine Vera, hereby state that I am over the age of 18 and not a party to this action. I am employed in and a resident of the county where service occurred, and my business address is 601 University Avenue, Suite 275 Sacramento, California 95825.

On June 3, 2026, I caused to be served the following documents described below using the method(s) of service indicated herein:

1. **PLAINTIFF'S FIRST AMENDED CLASS ACTION COMPLAINT**

These documents have been served on the interested parties in this action as follows:

James Harvey
jharvey@cdflaborlaw.com
Todd Wufflson
twulffson@cdflaborlaw.com
Alessandra Whipple
awhipple@cdflaborlaw.com
Brenda Cardenas
bcardenas@cdflaborlaw.com
Maria Anderson
manderson@cdflaborlaw.com
Erica Perez
eperez@cdflaborlaw.com
CDF LABOR LAW LLP
18300 Von Karman Avenue, Suite 800
Irvine, CA 92612

Attorneys for Defendant California Investor Group LLC dba European Wax Center

[X] BY ELECTRONIC MAIL: Based on agreement by the parties to accept service by electronic mail per CCP Section 1013(a), I caused the documents described above to be sent to the persons at the e-mail address listed above. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

I declare under penalty of perjury pursuant the laws of State of California that the foregoing is true and correct. Executed on June 3, 2026 in Sacramento, California.

Jazmine Vera
Jazmine Vera