

MESSRELIAN LAW INC.

Harout Messrelian, Esq. (272020)
500 N. Central Ave., Suite 840
Glendale, California 91203
Telephone: (818) 484-6531
Facsimile: (818) 956-1983

Attorneys for Plaintiff Mari Alcantar

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

MARI ALCANTAR,

Plaintiff,

vs.

WELLA OPERATIONS US LLC; WELLA
COMPANY; and DOES 1 to 25, inclusive,

Defendants.

CASE NO.: **24STCV00285**

COMPLAINT FOR DAMAGES FOR:

- 1) FAILURE TO COMPENSATE FOR ALL HOURS WORKED;**
- 2) FAILURE TO PAY MINIMUM WAGES;**
- 3) FAILURE TO PAY OVERTIME;**
- 4) FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS;**
- 5) FAILURE TO PAY WAGES OWED EVERY PAY PERIOD;**
- 6) FAILURE TO PAY WAGES WHEN EMPLOYMENT ENDS;**
- 7) FAILURE TO PROVIDE REST BREAKS;**
- 8) FAILURE TO PROVIDE MEAL BREAKS;**
- 9) FAILURE TO REIMBURSE BUSINESS EXPENSES;**
- 10) PRIVATE ATTORNEYS GENERAL ACT ("PAGA")**
- 11) VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200**

JURY TRIAL DEMANDED

COMES NOW Plaintiff, MARI ALCANTAR (hereinafter “Plaintiff”), and alleges as follows:

PARTIES, JURISDICTION, and VENUE

1. Jurisdiction and Venue are proper in this Court and this action is properly filed in the County of Los Angeles in this judicial district because Defendants WELLA OPERATIONS US LLC; WELLA COMPANY and DOES 1 to 25, inclusive (hereinafter collectively “WELLA” or “Defendant(s)”) do business in the County of Los Angeles, and because Defendants’ obligations and liabilities arise therein, and because the work that was performed by Plaintiff in the County of Los Angeles is the subject of this action. Moreover, Plaintiff’s damages sought herein exceed \$25,000.

2. Plaintiff is a female resident of the County of Los Angeles, State of California.

3. Plaintiff is informed and believes that at all times herein mentioned, Defendant WELLA OPERATIONS US LLC is a Delaware Limited Liability Company, doing business in the County of Los Angeles, State of California, and which employed Plaintiff. Plaintiff is further informed and believes that at all times herein mentioned, Defendant WELLA COMPANY is a business entity, form unknown, doing business in the County of Los Angeles, State of California, and which employed Plaintiff. WELLA OPERATIONS US LLC and WELLA COMPANY are joint employers in that they each controlled the wages, hours, and/or working conditions of Plaintiff and other hourly, non-exempt aggrieved employees.

4. Plaintiff is ignorant of the true names and capacities, whether individual, corporate, or associate of those defendants fictitiously sued as DOES 1 to 25, inclusive, and so Plaintiff sues them by these fictitious names. Plaintiff is informed and believes that each of the DOE defendants, numbers 1 to 25, reside in the State of California and are in some manner responsible for the conduct alleged herein. Upon discovering the true names and capacities of these

1 fictitiously named defendants, Plaintiff will amend this complaint to show the true names and
2 capacities of these fictitiously named defendants.

3 5. Unless otherwise alleged in this complaint, Plaintiff is informed, and on the basis of
4 that information and belief, alleges that at all times herein mentioned, each of the remaining
5 codefendants, in doing the things hereinafter alleged, were acting within the course, scope, and
6 under the authority of their agency, employment, or representative capacity, with the consent of
7 his/her codefendants.

8 **GENERAL ALLEGATIONS**

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10 6. Plaintiff started working for WELLA on or around late 2022 as an Accounting
11 Analyst.

12 7. During her employment, Plaintiff was classified as an hourly, non-exempt employee.

13 8. It is Plaintiff's position that WELLA has committed the following labor code violations
14 against Plaintiff and other hourly, non-exempt employees who worked for WELLA at any of
15 their California locations during the relevant PAGA period.

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17 9. WELLA did not provide Plaintiff and other similarly situated aggrieved employees
18 with the minimum wages to which they were entitled for all work performed and did not
19 compensate her and others for all hours worked pursuant to California Labor Code sections
20 1194, 1197 and 1197.1. Plaintiff and others were not paid for all hours worked and were not
21 paid for time that they worked "off the clock". This is so because the company had a policy
22 and practice of rounding down hours worked and "time shaving", which led to the employees
23 not being paid for all hours worked, which would include the minimum wage. Moreover, to the
24 extent employees worked through their meal periods and those meal periods were interrupted,
25 they were not compensated for that time, which would be akin to a minimum wage violation.
26 Moreover, Plaintiff and others would engage in work-related tasks before clocking in or after
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1 clocking out in that Plaintiff was often contacted after hours and/or would be asked to complete
2 work tasks before having a chance to clock in. In fact, one look at a few of Plaintiff's paystubs
3 and one can see that Plaintiff would have 80.0 regular hours of work in a pay period. The latter
4 is a prime example of how the company would round hours and wherein the hours for which
5 Plaintiff and others were paid did not reflect their true working hours.

6 10. Due to the above "off the clock" violations and as a matter of company policy, WELLA
7 violated Labor Code §510 because it failed to pay Plaintiff and other similarly situated
8 aggrieved employees overtime, even though they worked more than 8 hours per day, 12 hours
9 per day, and/or 40 hours per week throughout their employment. Plaintiff's and others' actual
10 work hours, which included the "off the clock" work as described above, entitled them to
11 overtime, however, it was not company policy to keep accurate track of all hours worked and
12 to pay employees all due overtime. In addition, WELLA did not include bonuses and/or
13 incentive payments in calculating employees' true regular rate of pay for purposes of
14 deciphering their correct overtime rate of pay. Additionally, the incentive and bonus payments
15 were also not factored into employees' regular rate for purposes of receiving meal and rest
16 break premiums per the Ferra v. Loews case.

17 11. WELLA violated Labor Code § 226.7 along with Industrial Welfare Commission Wage
18 Order no. 2/4 because it failed to provide Plaintiff and other similarly situated aggrieved
19 employees 10-minute rest periods for every four hours of work, or majority portion thereof,
20 throughout their employment. WELLA did not completely relieve Plaintiff of all duty during
21 said rest periods. WELLA did not pay to Plaintiff one additional hour of pay at Plaintiff's
22 regular rate of compensation for each workday that one or more statutory rest periods was not
23 provided. Rest breaks were not authorized or enforced at the workplace. In fact, it was not part
24 of WELLA's culture for employees such as Plaintiff and others to take two 10-minute rest
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1 break every day wherein they are relieved of all work duties. The latter was due to
2 understaffing of employees and an overall company culture wherein rest breaks were ignored.
3 As such, rest breaks were not enforced and not a policy or practice of the company.

4 12. WELLA also violated Labor Code §§ 512 and 226.7 along with Industrial Welfare
5 Commission Wage Order No. 2/4 because it failed to provide Plaintiff and other similarly
6 situated aggrieved employees the requisite 30-minute, uninterrupted meal periods for every
7 five (5) hours of work throughout their employment, and Plaintiff did not validly waive said
8 meal periods. WELLA did not completely relieve Plaintiff of all duties during said meal
9 periods. WELLA did not pay to Plaintiff one additional hour of pay at Plaintiff's regular rate
10 of compensation for each workday that one or more statutory meal periods was not provided. If
11 WELLA had Plaintiff sign a meal period waiver, it would not be valid and enforceable since
12 Plaintiff and others generally worked more than a 6-hour shift. If WELLA had Plaintiff sign an
13 on-duty meal period agreement wherein Plaintiff agreed to work through her meal period, it
14 would also be invalid and unenforceable because the nature of Plaintiff's job does not prevent
15 her from taking a meal period. As such, Plaintiff and others did not receive statutory, timely
16 meal periods during their employment. In other words, employees did not receive an
17 uninterrupted 30-minute meal period that was taken **before** the 5th hour worked. Plaintiff's
18 department was extremely busy and lunch was essentially taken when it was possible and when
19 they were not busy. Furthermore, Plaintiff would be asked to perform work-related tasks
20 during a meal period, such as having to run reports. As was the case with rest periods, meal
21 breaks were definitively not part of the WELLA's culture. The meal periods were not always
22 authorized and were not enforced.
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1 13. Furthermore, even if WELLA did in fact provide meal period penalties to Plaintiff and
2 others for late, short, interrupted, or no meal periods, that does not absolve WELLA of PAGA
3 penalties. In Kirby v. Immoos Fire Protection, Inc. (2012) 53 Cal.4th 1244, 1256, the Court
4 stated that “section 226.7 does not give employers a lawful choice between
5 providing *either* meal and rest breaks *or* an additional hour of pay” (emphasis in original).
6 Thus, the extra hour of pay does not excuse the violation; the employer has still committed a
7 violation even if the remedy for the violation has been paid. *See also* Wert v. U.S.
8 Bancorp (S.D. Cal. Mar. 22, 2016, 2016 WL 1110302 at *4). Moreover, any meal or rest break
9 premiums paid were not compensated at the weighted average regular rate, inclusive of
10 bonuses and/or incentive payments as well as overtime compensation.

12 14. Furthermore, during the relevant time period and due to the above-mentioned labor
13 code violations, WELLA failed to pay Plaintiff and other similarly situated aggrieved
14 employees all wages due to them within any time period specified by California Labor Code
15 section 204, including the minimum wages and overtime as described above as well as
16 meal/rest break premiums.

18 15. WELLA was also in violation of California Labor Code section 226(a) by failing to
19 include pertinent information on the wage statements, including but not limited to, all hours
20 worked, gross wages earned, net wages earned, all deductions, premium payments for meal and
21 rest breaks, the correct legal name and address of the employer, the correct beginning and end
22 of the pay period, all applicable hourly rates, and all identifying employee information, among
23 other items. As such, WELLA did not provide Plaintiff and other similarly situated aggrieved
24 employees with complete, accurate itemized wage statements.

26 16. WELLA violated Labor Code § 203 because it willfully failed to pay Plaintiff and
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1 other similarly situated aggrieved employees earned and due wages upon separation of
2 employment, either immediately upon involuntary termination, or within 72 hours of
3 resignation. These earned but unpaid wages include compensation for all hours worked
4 including minimum wages and overtime compensation, and premiums for the missed meal and
5 rest breaks.

6 17. During the relevant time period, WELLA also failed to keep accurate and complete
7 payroll records showing the actual hours worked per day (including the time for meal periods)
8 and the wages paid to Plaintiff and other aggrieved employees pursuant to California Labor
9 Code sections 1174(d).
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11 18. Additionally, during the relevant time period, Plaintiff and others incurred
12 necessary, business-related expenses and costs that were not reimbursed by WELLA. These
13 costs include, but are not limited to, use of personal cell phones for work purposes, electricity,
14 internet, and other items in order to work from home. Accordingly, WELLA was in violation
15 of California Labor Code sections 2800 and 2802.
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17 **FIRST CAUSE OF ACTION**

18 **FAILURE TO COMPENSATE FOR ALL HOURS WORKED**

19 **(California Industrial Welfare Commission Order 2-2001/4-2001, California Code of**
20 **Regulations Title 8 Section 11020/11040, and California Labor Code Section 1198)**

21 **(Plaintiff against all named defendants and all DOE defendants)**

22 19. Plaintiff re-alleges and incorporates by reference each and every allegation in
23 paragraphs 1 through 18, inclusive, of this Complaint as though fully set forth herein.

24 20. At all times relevant herein, Defendants were required to compensate its employees for
25 all hours worked upon reporting for work at the appointed time stated by the employer
26 pursuant to Industrial Welfare Commission Order 2-2001/4-2001, California Code of
27 Regulations, Title 8, Section 11020/11040.
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1 21. For the three (3) years preceding filing of this action, Defendants failed to compensate
2 Plaintiff for all hours worked.

3 22. Under the aforementioned wage order and regulations, Plaintiff is to recover
4 compensation for all hours worked but not paid by Defendants for the three (3) years
5 preceding the filing of this Complaint.

6 23. As a proximate result of the aforementioned violations, Plaintiff has been damaged in
7 an amount according to proof at time of trial, but in an amount in excess of the jurisdiction of
8 this Court.

9 24. Defendants' conduct described herein violates Labor Code Section 512, 558, 1194, and
10 1198. Therefore, pursuant to Labor Code Sections 218.5, 512, 558, and 1194, Plaintiff is
11 entitled to recover damages for the nonpayment of wages for all hours worked, penalties, plus
12 reasonable attorney's fees and costs of suit.

13 25. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
14 along with any allowable interest, penalties, attorney's fees, and costs which will equal an
15 amount known to Plaintiff once she has obtained all of her payroll records from
16 Defendants.

17 **SECOND CAUSE OF ACTION**

18 **FAILURE TO PAY MINIMUM WAGES**

19 **(California Labor Code Sections 1194, 1194.2, 1197)**

20 **(Plaintiff against all named defendants and all DOE defendants)**

21 26. Plaintiff re-alleges and incorporates by reference each and every allegation in
22 paragraphs 1 through 25, inclusive, of this Complaint as though fully set forth herein.

23 27. Pursuant to Labor Code Sections 1194, 1194.2 and 1197, it is unlawful for an employer
24 to suffer or permit a California employee to work without paying wages at the minimum wage
25 rate for all hours worked as required by the applicable Industrial Welfare Commission
26 (hereinafter "IWC") Wage Order No. 2-2001/4-2001, codified at California Code of
27 Regulations, Title 8, Section 11020/11040, subdivision 4.
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1 28. Pursuant to IWC Wage Order no. 2-2001/4-2001, subdivision 2(K)/(H), at all relevant
2 times, "hours worked" included "the time during which an employee is subject to the control of
3 an employer, and includes all the time the employee is suffered or permitted to work, whether
4 or not required to do so..."

5 29. During her employment, Plaintiff was regularly required as a matter of uniform
6 policy and practice to work, and in fact worked, as an employee of Defendants and Plaintiff
7 was paid less than the minimum wage rate by Defendants for hours worked in violation of
8 California Labor Code Section 1197 and the applicable California Industrial Wage
9 Commission wage order(s).

10 30. Plaintiff was, at all relevant times, under the control of Defendants and suffered or
11 permitted to work by Defendants. Defendants' acts or omissions in failing to adequately
12 compensate Plaintiff were not in good faith nor were there reasonable grounds for Defendants
13 to believe that their acts or omissions were not contrary to California law.

14 31. For all hours worked by Plaintiff for which he was paid less than the minimum wage
15 rate by Defendants, Plaintiff is entitled to not less than the applicable California minimum
16 wage rate and, pursuant to Labor Code Section 1194.2(a), liquidated damages in an amount
17 equal to unpaid minimum wages and interests thereon. Pursuant to Labor Code Section 1194,
18 Plaintiff is also entitled to attorney's fees, costs and interests according to proof.

19 32. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
20 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
21 trial.

22 **THIRD CAUSE OF ACTION**

23 **FAILURE TO PAY OVERTIME**

24 **(California Industrial Welfare Commission Order 2-2001/4-2001, California Code of
25 Regulations Title 8 Section 11020/11040; California Labor Code Section 510)**

26 **(Plaintiff against all named defendants and all DOE defendants)**

27 33. Plaintiff re-alleges and incorporates by reference each and every allegation in
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1 paragraphs 1 through 32, inclusive, of this Complaint as though fully set forth herein.

2 34. Pursuant to Industrial Welfare Commission Order No. 2-2001/4-2001, Cal. Code of
3 Regs., Title 8, Section 11020/11040, for the period of Plaintiff's employment, Defendants were
4 required to compensate Plaintiff for all overtime, which is calculated at one and one-half (1.5)
5 times the regular rate of pay for hours worked in excess of eight (8) in a day or forty (40) hours
6 in a week, and two (2) times the regular rate of pay for hours worked in excess of twelve (12)
7 hours in a day or hours worked in excess of eight (8) on the seventh consecutive work day in a
8 week.

9 35. Plaintiff was a non-exempt employee entitled to the protections of the California
10 Industrial Welfare Commission Order No. 2-2001/4-2001, California Code of Regulations,
11 Title 8, Section 11020/11040.

12 36. Plaintiff worked more than eight (8) hours in a single workday, twelve (12) hours in a
13 single workday or forty (40) hours in a single workweek on numerous occasions.

14 37. Plaintiff was entitled to the above overtime premiums.

15 38. Defendants did not pay Plaintiff premium wages of at least one and one-half times
16 Plaintiff's regular rate of pay for hours worked past eight (8) in a day. Defendants did not pay
17 Plaintiff premium wages of at least twice Plaintiff's regular rate of pay for hours worked past
18 twelve (12) in a day.

19 39. Defendants did not pay Plaintiff premium wages of at least one and one-half times
20 Plaintiff's regular rate of pay for hours worked past forty (40) in a week.

21 40. Plaintiff worked at least one pay period in which he was not properly paid overtime
22 within the three (3) years prior to the initiation of this lawsuit.

23 41. Defendants know or should know the actual dates of overtime worked, the amount of
24 overtime worked, and the amount of unpaid overtime due.

25 42. As a proximate result of Defendants' violations, Plaintiff has been damaged in an
26 amount according to proof at time of trial, but in an amount in excess of the jurisdiction of this
27 Court.

28 43. Pursuant to California Labor Code Sections 218.6, 510, 1194, and California Code of

1 Regulations, Title 8, Sections 11020/11040, Plaintiff is entitled to recover damages for the
2 nonpayment of overtime premiums for all overtime hours worked, penalties, interest, plus
3 reasonable attorney's fees and costs of suit.

4 44. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
5 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
6 trial.

7 **FOURTH CAUSE OF ACTION**

8 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

9 **(California Labor Code Section 226)**

10 **(Plaintiff against all named defendants and all DOE defendants)**

11 45. Plaintiff re-alleges and incorporates by reference each and every allegation in
12 paragraphs 1 through 44, inclusive, of this Complaint as though fully set forth herein.

13 46. Pursuant to California Labor Code Section 226, every employer must furnish each
14 employee an itemized statement of wages and deductions at the time of payment of wages.

15 47. Defendants knowingly and intentionally did not furnish Plaintiff with any pay stubs that
16 accurately reflected all information required by Labor Code Section 226, including but not
17 limited to, gross wages earned, including overtime, minimum wages, and premium pay for
18 missed meal and rest breaks, net wages earned, total hours worked by the employee, and all
19 deductions. Therefore, Defendants failed to maintain and provide accurate itemized wage
20 statements to Plaintiff in accordance with California Labor Code Section 226(a).

21 48. Pursuant to California Labor Code Section 226(e), Plaintiff is entitled to recover the
22 greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation
23 occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay
24 period, not exceeding an aggregate amount of four thousand dollars (\$4,000), plus costs and
25 reasonable attorney's fees.

26 49. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff has
27 sustained damages, including loss of earnings, in an amount to be established at trial. As a
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1 further direct and proximate result of Defendants' unlawful conduct, as set forth herein,
2 Plaintiff is entitled to recover penalties, in an amount to be established at trial, as well as costs
3 and attorney's fees pursuant to statute.

4 50. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
5 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
6 trial.

7 **FIFTH CAUSE OF ACTION**

8 **FAILURE TO PAY WAGES OWED EVERY PAY PERIOD**

9 **(California Labor Code Section 204)**

10 **(Plaintiff against all named defendants and all DOE defendants)**

11 51. Plaintiff re-alleges and incorporates by reference each and every allegation in
12 paragraphs 1 through 50, inclusive, of this Complaint as though fully set forth herein.

13 52. California Labor Code Section 204 establishes the fundamental right of all employees
14 in the State of California to be paid wages in a timely fashion for their work.

15 53. At all times relevant during the liability period, Defendants failed to pay Plaintiff the
16 full amount of all owed wages when due as required by California Labor Code Section 204.

17 54. Defendants failed to pay Plaintiff all wages earned each pay period. Plaintiff is
18 informed, believes, and thereon alleges, that all times relevant during the liability period,
19 Defendants maintained a policy or practice of not paying Plaintiff wages for all hours worked,
20 including overtime hours, the minimum wage, and premium pay for missed meal and rest
21 breaks.

22 55. As a result of Defendants' unlawful conduct, Plaintiff has suffered damages in an
23 amount, subject to proof, to the extent she was not paid all wages each pay period. The precise
24 amount of unpaid wages is not presently known to Plaintiff but can be determined directly
25 from Defendants' records or indirectly based on information from Defendants' records.

26 56. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
27 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
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1 trial.

2 **SIXTH CAUSE OF ACTION**

3 **FAILURE TO PAY WAGES WHEN EMPLOYMENT ENDS**

4 **(California Labor Code Sections 201, 203)**

5 **(Plaintiff against all named defendants and all DOE defendants)**

6 57. Plaintiff re-alleges and incorporates by reference each and every allegation in
7 paragraphs 1 through 56, inclusive, of this Complaint as though fully set forth herein.

8 58. Pursuant to California Labor Code Section 201(a), an employer who discharges an
9 employee must immediately pay for all compensation due and owing.

10 59. Pursuant to California Labor Code Section 202, when an employee resigns, the
11 employer must pay all compensation due and owing within 72 hours of resignation, or on the
12 employee's last day of work, if the employee gives more than 72 hours notice of resignation.

13 60. Pursuant to California Labor Code Section 203, if an employer willfully fails to pay,
14 without abatement or reduction, any wages of an employee whose employment ends, the wages
15 of the employee shall continue as a penalty from the due date at the same rate until paid or until
16 an action is commenced; however, the wages shall not continue for more than 30 days for
17 failure to pay an employee owed wages.

18 61. After Plaintiff's employment with Defendants ended, Defendants willfully refused and
19 continue to refuse to pay her unpaid wages as required by Labor Code Section 203.

20 62. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
21 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
22 trial. Moreover, Plaintiff prays for the above-mentioned money from 3 years immediately
23 preceding the filing of this lawsuit.

24 63. Under this cause of action, Plaintiff also prays for attorney's fees and costs under
25 California Labor Code Section 218.5 for time spent pursuing the non-payment of wages as set
26 forth herein. Plaintiff also prays for interest under California Labor Code Section 218.6.

27 64. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
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1 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
2 trial.

3 **SEVENTH CAUSE OF ACTION**

4 **FAILURE TO GIVE REST BREAKS**

5 **(Plaintiff against all named defendants and all DOE defendants)**

6 65. Plaintiff re-alleges and incorporates by reference each and every allegation in
7 paragraphs 1 through 64, inclusive, of this Complaint as though fully set forth herein.

8 66. Plaintiff brings this cause of action under the following laws, for the following reasons:

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10 a. Title 8 of the California Code of Regulations Sections 11020/11040(12)(A), which
11 provides that every employer shall authorize and permit all employees to take rest
12 periods, which insofar as practicable shall be in the middle of each work period.

13 The authorized rest period time shall be based on the total hours worked daily at the
14 rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof;

- 15 b. Title 8 of the California Code of Regulations Sections 11020/11040(12)(B), which
16 provides that if an employer fails to provide an employee a rest period in
17 accordance with the applicable provisions of this order, the employer shall pay the
18 employee one (1) hour of pay at employee's regular rate of compensation for each
19 workday that the rest period is not provided;

- 20 c. Title 8 of the California Code of Regulations sections 11020/11040(20)(A), which
21 penalizes the employer \$50.00 for each initial violation, per employee, of any
22 provision of the Wage Order, and \$100.00 for each additional violation thereafter
23 per employee; and

- 24 d. California Labor Code section 226.7, which states that (a) no employer shall require
25 any employee to work during any rest period mandated by an applicable order of
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1 the Industrial Welfare Commission, and (b) if an employer fails to provide an
2 employee a rest period in accordance with an applicable order of the Industrial
3 Welfare Commission, the employer shall pay the employee one (1) additional hour
4 of pay at employee's regular rate of compensation for each work day that the rest
5 period is not provided.

6 67. Plaintiff alleges that she was not authorized and permitted to take a ten (10) minute
7 rest break after every four (4) hours of work or major fraction thereof, as required by California
8 law.
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10 68. Under this cause of action, Plaintiff prays for wages due to her under the statutes,
11 regulations, and wage orders alleged in this cause of action along with any allowable interest,
12 penalties, attorney's fees and costs according to proof at trial. Specifically, Plaintiff prays for
13 the foregoing moneys calculated from 3 years immediately preceding the filing of this lawsuit.

14 69. Plaintiff also prays for Labor Code section 218.5 recovery of costs and attorney's
15 fees as well as interest under Labor Code section 218.6.
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17 70. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
18 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
19 trial.

20 **EIGHTH CAUSE OF ACTION**

21 **FAILURE TO GIVE MEAL BREAKS**

22 **(Plaintiff against all named defendants and all DOE defendants)**

23 71. Plaintiff re-alleges and incorporates by reference each and every allegation in
24 paragraphs 1 through 70, inclusive, of this Complaint as though fully set forth herein.

25 72. Plaintiff brings this cause of action under the following laws, for the following reasons:

- 26 a. California Labor Code section 512(a), which requires that employees be given a 30-
27 minute uninterrupted meal break after five (5) hours of work, and a second
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uninterrupted meal break after ten (10) hours of work;

- b. California Labor Code section 226.7, which states that (a) no employer shall require any employee to work during any meal period mandated by an applicable order of the Industrial Welfare Commission, and (b) if any employer fails to provide an employee a meal period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one (1) additional hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided;
- c. California Industrial Welfare Commission Order No. 2/4 section 11(B), as codified under Title 8 of the California Code of Regulations Section 11020/11040, which states that if an employer fails to provide an employee a meal period in accordance with the applicable provisions of the Wage Order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided;
- d. California Industrial Welfare Commission Wage Order No. 2/4 Section 7(A)(3), as codified under Title 8 of the California Code of Regulations Section 11020/11040, which requires an employer to maintain records documenting its employees' meal periods;
- e. California Industrial Welfare Commission wage order No. 2/4 Section 20(A), as codified under California Code of Regulations Section 11020/11040, which penalizes the employer \$50.00 for each initial violation, per employee, of any provision of the Wage Order, and \$100.00 for each additional violation thereafter per employee; and
- f. California Labor Code section 1171 and 1173, which have given the California

Labor Commission jurisdiction to enact Wage Orders (such as Wage Order no. 2 and 4) as enforceable law.

73. Plaintiff alleges that she was not authorized and permitted to take relieved meal breaks after five (5) hours of work. Plaintiff further alleges that she was not authorized and permitted to take a second relieved meal break after ten (10) hours of work, as required by California law. California Labor Code section 512(a) and California Industrial Welfare Commission Order No. 2/4, as codified under California Code of Regulations Sections 11020/11040 et. seq. requires that employees receive uninterrupted meal periods every five (5) hours of consecutive work, and that the meal period be at least 30 minutes in length, wherein employee is relieved of all work duty. California Labor Code section 226.7 provides that employers may not require their employees to work through their meal periods. California Labor Code section 226.7 and California Code of Regulations section 11020/11040 requires that if the employer fails to provide the employee with an uninterrupted meal period, the employer must pay the employee one (1) hour of pay for each work day that the meal period is not given.

74. Under this cause of action, Plaintiff prays for wages due to her under the statutes, regulations, and wage orders alleged in this cause of action along with any allowable interest, penalties, attorney's fees and costs according to proof at trial. Specifically, Plaintiff prays for the foregoing moneys calculated from 3 years immediately preceding the filing of this lawsuit.

75. Plaintiff also prays for Labor Code section 218.5 recovery of costs and attorney's fees as well as interest under Labor Code section 218.6.

76. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged along with any allowable interest, penalties, attorney's fees, and costs according to proof at trial.

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1 **NINTH CAUSE OF ACTION**

2 **FAILURE TO REIMBURSE FOR BUSINESS EXPENSES**

3 **(Plaintiff against All Named Defendants and all DOE defendants)**

4 77. Plaintiff re-alleges and incorporates by reference each and every allegation in
5 paragraphs 1 through 76, inclusive, of this Complaint as though fully set forth herein.
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7 78. Labor Code section 2802 provides that “[a]n employer shall indemnify his or her
8 employee for all necessary expenditures or losses incurred by the employee in direct
9 consequence of the discharge of his or her duties.”

10 79. Beginning at least 3 years prior to the filing of this complaint, in order to discharge
11 their duties for Defendant, Plaintiff incurred reasonable and necessary expenses in the course
12 of completing his job duties, which were not reimbursed by Defendant. These expenses
13 include, but are not limited to, use of personal cell phones for work purposes, electricity,
14 internet, and other items in order to work from home

15 80. Plaintiff is entitled to reimbursement for these necessary expenditures, plus interest
16 and attorney’s fees and costs, under Labor Code section 2802.

17 **TENTH CAUSE OF ACTION**

18 **PRIVATE ATTORNEYS GENERAL ACT**

19 **Representative Claim for PAGA penalties under California Labor Code sections 201,**
20 **202, 203, 204 and/or 204b, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1197,**
21 **1197.1, 1198, 2800, 2802)**

22 **(Plaintiff against WELLA and all DOE defendants)**

23 81. Plaintiff re-alleges and incorporates by reference each and every allegation in
24 paragraphs 1 through 80, inclusive, of this Complaint as though fully set forth herein.

25 82. Plaintiff has complied with the procedures for bringing suit specified in California
26 Labor Code § 2699.3. By letter dated September 26, 2023, Plaintiff gave written notice by
27 certified mail to the Labor and Workforce Development Agency (“LWDA”) and Defendants of
28 the specific provisions of the California Labor Code alleged to have been violated, including the
facts and theories to support the alleged violations.

1 83. Pursuant to California Labor code section 2699.3, no response was received from
2 the LWDA within 65 days of the postmark date of the above-alleged letter.

3 84. Plaintiff therefore has exhausted all administrative remedies required of her under
4 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this
5 cause of action and pursue penalties in a representative action for Defendants' violations of the
6 Labor Code.

7 85. Pursuant to California Labor Code section 2699, any provisions of the Labor
8 Code that provides for a civil penalty to be assessed and collected by the LWDA or any of its
9 departments, divisions, commissions, boards, agencies, or employees for violation of the code
10 may, as an alternative, be recovered through a civil action brought by an aggrieved employee
11 on behalf of himself or herself and other current or former employees pursuant to the procedures
12 specified in California Labor Code section 2699.3.

13 86. Plaintiff is an "aggrieved employee" because Plaintiff was employed by the alleged
14 violator and had one or more of the alleged violations committed against her, and therefore is
15 properly suited to represent the interests of other current and former employees, including all
16 current and former hourly, non-exempt employees who worked for WELLA at all locations in
17 the State of California during the applicable PAGA Period.

18 87. Based on the acts alleged above, Plaintiff, on behalf of others, seeks penalties
19 under California Labor Code sections 2698 and 2699 because of Defendants' violations of
20 numerous provisions of the California Labor Code as alleged in this Complaint.

21 88. Plaintiff therefore has exhausted all administrative remedies required of her under
22 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute
23 this cause of action and pursue penalties in a representative action for Defendants' violations of
24 the Labor Code.

25 89. California Labor Code section 2699 et seq. imposes penalties upon culpable
26 Defendants for violating the Labor Code.

27 90. Plaintiff seeks penalties for Defendants' misconduct as alleged herein as permitted by
28 law, but only those penalties that are required to be shared with the LWDA as Plaintiff is not
seeking individual penalties/victim specific relief or underpaid wages for herself or other

1 employees under this specific PAGA cause of action. Plaintiff has separate causes of action in
2 this Complaint for individual wages but is not seeking wages through the PAGA action.

3 91. Specifically, Plaintiff seeks penalties under California Labor Code
4 section 2699, for the following:

5 Violations of California Labor Code sections 201, 202, 203, 204, and/or 204b, 210, 226,
6 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2800, 2802, and any
7 other Labor Codes/Industrial Welfare Commission Order (No. 2/4) violated based on the
8 facts alleged in this Complaint.

9 92. Pursuant to Labor Code section 2698 et seq., Plaintiff seeks to recover attorney's fees,
10 costs, and civil penalties on behalf of Plaintiff and other current and former aggrieved employees
11 as alleged herein in an amount to be shown according to proof at trial and within the jurisdictional
12 limits of this Court.

13 **ELEVENTH CAUSE OF ACTION**

14 **VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200**

15 **(California Business and Professions Code Section 17200)**

16 **(Plaintiff against All Named Defendants and all DOE defendants)**

17 93. Plaintiff re-alleges and incorporates by reference each and every allegation in
18 paragraphs 1 through 92, inclusive, of this Complaint as though fully set forth herein.

19 94. By virtue of the foregoing statutes, regulations, and laws, the acts of Defendants
20 constitutes unfair and unlawful business practices under California Business and Professions
21 Code Section 17200, et seq.

22 95. Defendant's violations of the California labor laws and the Labor Code
23 constitutes a business practice because it was done repeatedly over a significant period of time
24 in a systematic manner that was detrimental to Plaintiff and other employees.

25 96. As a result of the acts of Defendants, as alleged herein, Plaintiff is entitled to
26 reasonable attorneys' fees and costs of said suit as specifically provided in California Code of
27 Civil Procedure Section 1021.5 and California Business and Professions Code section 17200 et
28

1 seq.

2 97. As a result of the acts of Defendants, as alleged herein, Plaintiff is entitled to
3 multiple damages as specifically provided in California Business and Professions Code section
4 17200 et seq.

5 98. For the four years preceding the filing of this action, Plaintiff requests
6 restitution of all monies and profits to be disgorged from Defendants in an amount according to
7 proof at time of trial, but in excess of the jurisdiction of this Court.

8
9 **PRAYER FOR RELIEF**

- 10 1. For compensatory damages including lost past and future wages, overtime,
11 commissions, and all other sums of money, including employment benefits, together
12 with interest on said amounts, and any other economic injury to Plaintiff, according to
13 proof;
- 14 2. For special and consequential damages to the extent allowed by law;
- 15 3. For restitution and disgorgement for all unfair business practices by corporate
16 Defendants against Plaintiff in an amount according to proof;
- 17 4. For an order enjoining corporate Defendants from further unfair and unlawful business
18 practices in violation of Business and Professions Code section 17200, et seq.;
- 19 5. For damages and penalties against Defendants under Labor Code section
20 226 for Plaintiff in an amount subject to proof at trial;
- 21 6. For damages and penalties pursuant to Labor Code section 203 against Defendants in
22 an amount subject to proof at trial;
- 23 7. For one hour of wages due to Plaintiff for each work period of more than five (5) hours
24 when Plaintiff did not receive an uninterrupted thirty (30) minute meal period.
- 25 8. For one hour of wages due to Plaintiff for each work period of at least three-and-a-half
26 (3.5) hours when Plaintiff did not receive an uninterrupted ten (10) minute rest period.
- 27 9. For maximum civil penalties available under the Labor Code and applicable Wage Order
28 against Defendant as described more particularly in the Complaint and Representative

1 PAGA claim/action;

2 10. For all remedies available to Plaintiff under the applicable Wage Order and the
3 Labor Code including an award of unpaid wages, attorney's fees, costs, interest,
4 liquidated damages, damages, penalties, and waiting time penalties according to proof
5 to the extent permitted by law;

6 11. For the imposition of civil penalties and/or statutory penalties;

7 12. Reasonable attorney's fees where available by law, including but not limited to,
8 pursuant to the California Labor Code, including section 2698, and/or other
9 applicable laws; and

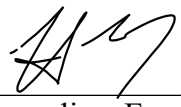
10 13. Costs and expenses of suit incurred herein;

11 14. For all interest as allowed by law;

12 15. For such other and further relief as the Court deems just and proper.

13 DATED: January 4, 2024

MESSRELIAN LAW INC.

14
15 By 

Harout Messrelian, Esq.

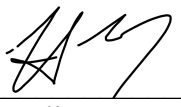
Attorneys for Plaintiff Mari Alcantar

16
17
18 **DEMAND FOR JURY TRIAL**

19 Plaintiff hereby demands, as a matter of right, a trial by jury in this case.
20

21 DATED: January 4, 2024

MESSRELIAN LAW INC.

22
23 By 

Harout Messrelian, Esq.

Attorneys for Plaintiff Mari Alcantar
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26
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