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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

MARGARETHA WELLS, individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

HAIR CLUB FOR MEN, LLC; and DOES 1
through 10, inclusive,

Defendants

Case No.: **26STCV23047**

**PAGA REPRESENTATIVE ACTION
COMPLAINT:**

1. Civil Penalties Under PAGA [Cal. Lab.
Code § 2699, et seq.]

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1 Plaintiff Margaretha Wells (“Plaintiff”), based upon facts that either have evidentiary
2 support or are likely to have evidentiary support after a reasonable opportunity for further
3 investigation and discovery, alleges as follows:

4 **INTRODUCTION & PRELIMINARY STATEMENT**

5 1. Plaintiff brings this action against Defendants Hair Club for Men, LLC, and Does 1
6 through 10 (collectively referred to as “Defendants”) for civil penalties under the Private Attorneys
7 General Act of 2004, California Labor Code §§ 2698 et seq. (“PAGA”) stemming from
8 Defendants’ failure to pay minimum wages, failure to pay overtime wages, failure to provide meal
9 periods, failure to authorize and permit rest periods, failure to maintain accurate records of hours
10 worked and meal periods, failure to timely pay all wages to terminated employees including all
11 accrued vacation wages at termination, failure to reimburse and indemnify necessary business
12 expenses, failure to pay all earned wages twice per month, and failure to furnish accurate itemized
13 wage statements.

14 2. For over 50 years, California’s courts and legislature have recognized that this
15 State’s wage-and-hour laws serve a compelling public interest of fostering a stable job market.
16 Wages are not ordinary debts. Because of the economic position of the average worker and his or
17 her family, it is essential to the public welfare that employers obey the wage-and-hour laws so that
18 employees are promptly paid the minimum/overtime wages that the Legislature has required for
19 employees. So fundamental are California’s wage-and-hour laws that the Legislature has
20 criminalized certain types of violations. In extending extra protection to deter violations of these
21 underlying statutes—since Plaintiff is not seeking general and/or special damages, restitution or
22 other damages other than civil penalties—California has enacted the PAGA to permit an individual
23 to bring an action on behalf of himself and on behalf of others for PAGA penalties only, which is
24 the precise and sole nature of this action.

25 3. All California employees during the relevant statutes of limitations who are or were
26 harmed by Defendants’ illegal practices are “Aggrieved Employees.”

27 4. Plaintiff brings this action against Defendants seeking only to recover penalties for
28 Plaintiff, on behalf of all Aggrieved Employees who worked for Defendants, and on behalf of the

1 State of California. Plaintiff does not seek to recover anything other than penalties as permitted by
2 California Labor Code Section 2699 at this time. To the extent that statutory violations are
3 mentioned for wage violations, Plaintiff does not seek underlying general and/or special damages
4 for those violations, but simply penalties as permitted by California Labor Code Section 2699,
5 declaratory relief, and injunctive relief for Plaintiff and all Aggrieved Employees as permitted by
6 the PAGA.

7 5. Defendants own/owned and operate/operated an industry, business, and
8 establishment within the State of California, including Los Angeles County. As such, and based
9 upon all the facts and circumstances incident to Defendants' business in California, Defendants are
10 subject to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission
11 ("IWC"), and the California Business & Professions Code.

12 6. Despite these requirements, throughout the statutory period, Defendants maintained
13 a systematic, company-wide policy and practice of, among others:

- 14 (a) Failing to pay employees for all hours worked, including all minimum
15 wages, and overtime wages in compliance with the California Labor Code
16 and IWC Wage Orders;
- 17 (b) Failing to provide employees with timely and duty-free meal periods in
18 compliance with the California Labor Code and IWC Wage Orders, failing
19 to maintain accurate records of all meal periods taken or missed, and failing
20 to pay an additional hour's pay for each workday a meal period violation
21 occurred;
- 22 (c) Failing to authorize and permit employees to take timely and duty-free rest
23 periods in compliance with the California Labor Code and IWC Wage
24 Orders, and failing to pay an additional hour's pay for each workday a rest
25 period violation occurred;
- 26 (d) Failing to indemnify employees for necessary business expenses incurred;
- 27 (e) Willfully failing to pay employees all minimum wages, overtime wages,
28 vacation wages, meal period premium wages, and rest period premium

wages due within the time period specified by California law when employment terminates;

(f) Failing to maintain accurate records of the hours that employees worked; and

(g) Failing to provide employees with accurate, itemized wage statements containing all the information required by the California Labor Code and IWC Wage Orders.

7. On information and belief, Defendants, and each of them were on actual and constructive notice of the improprieties alleged herein and intentionally refused to rectify their unlawful policies. Defendants' violations, as alleged above, during all relevant times herein were willful and deliberate.

8. At all relevant times, Defendants were and are legally responsible for all of the unlawful conduct, policies, practices, acts and omissions as described in each and all of the foregoing paragraphs as the employer of Plaintiff and the Aggrieved Employees. Further, Defendants are responsible for each of the unlawful acts or omissions complained of herein under the doctrine of "respondeat superior."

THE PARTIES

A. Plaintiff

9. Plaintiff is a California resident that worked for Defendants as a hairstylist in the County of Los Angeles, State of California from approximately August 2023 to September 2025.

10. Plaintiff reserves the right to seek leave to amend this complaint to add new plaintiffs, if necessary, in order to establish suitable representative(s) pursuant to *La Sala v. American Savings and Loan Association* (1971) 5 Cal.3d 864, 872, and other applicable law.

B. Defendants

11. Plaintiff is informed and believes, and based upon that information and belief alleges, that Defendants are:

(a) Business entities with their principal places of business in Los Angeles, California.

- 1 (b) Business entities conducting business in numerous counties throughout the
2 State of California, including in Los Angeles County;
- 3 (c) The former employer of Plaintiff, and the current and/or former employer of
4 the Aggrieved Employees. Defendants suffered and permitted Plaintiff and
5 the Aggrieved Employees to work, and/or controlled their wages, hours, or
6 working conditions; and
- 7 (d) At all times mentioned herein, Defendants are and were the joint employers
8 of Plaintiff and the Aggrieved Employees.

9 12. Plaintiff does not currently know the true names or capacities of the persons or
10 entities sued herein as Does 1-10, inclusive, and therefore sues said Defendants by such fictitious
11 names. Each of the Doe Defendants was in some manner legally responsible for the damages
12 suffered by Plaintiff and the Aggrieved Employees as alleged herein. Plaintiff will amend this
13 complaint to set forth the true names and capacities of these Defendants when they have been
14 ascertained, together with appropriate charging allegations, as may be necessary.

15 13. At all times mentioned herein, the Defendants named as Does 1-10, inclusive, and
16 each of them, were residents of, doing business in, availed themselves of the jurisdiction of, and/or
17 injured a significant number of the Plaintiff and the Aggrieved Employees in the State of
18 California.

19 14. Plaintiff is informed and believes and thereon alleges that at all relevant times each
20 Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff and the
21 other employees described in the Aggrieved Employees definitions below, and exercised control
22 over their wages, hours, and working conditions. Plaintiff is informed and believes and thereon
23 alleges that, at all relevant times, each Defendant was the principal, agent, partner, joint venturer,
24 officer, director, controlling shareholder, subsidiary, affiliate, parent corporation, successor in
25 interest and/or predecessor in interest of some or all of the other Defendants, and was engaged with
26 some or all of the other Defendants in a joint enterprise for profit, and bore such other relationships
27 to some or all of the other Defendants so as to be liable for their conduct with respect to the matters
28 alleged below. Plaintiff is informed and believes and thereon alleges that each Defendant acted

1 pursuant to and within the scope of the relationships alleged above, that each Defendant knew or
2 should have known about, and authorized, ratified, adopted, approved, controlled, aided and
3 abetted the conduct of all other Defendants.

4 **GENERAL ALLEGATIONS**

5 15. Plaintiff is a California resident who worked for Defendants in the County of Los
6 Angeles, State of California, during the statutory period. During the statutory time period,
7 Defendants classified Plaintiff as non-exempt from California's overtime requirements, and paid
8 Plaintiff an hourly wage.

9 16. Throughout the statutory period, Defendants failed to pay Plaintiff for all hours
10 worked (including minimum wages and overtime wages), failed to provide Plaintiff with
11 uninterrupted meal periods, failed to authorize and permit Plaintiff to take uninterrupted rest
12 periods, failed to indemnify Plaintiff for necessary business expenses, failed to timely pay all final
13 wages to Plaintiff when Defendants terminated Plaintiff's employment, and failed to furnish
14 accurate wage statements to Plaintiff. As discussed below, Plaintiff's experience working for
15 Defendants was typical and illustrative.

16 17. Throughout the statutory period, Defendants maintained a policy and practice of not
17 paying Plaintiff and the Aggrieved Employees for all hours worked, including all overtime wages.
18 Plaintiff and the Aggrieved Employees were required to work off the clock and uncompensated.
19 For example, Plaintiff and the Aggrieved Employees were required to wait in line in order to clock
20 into work and when returning from meal breaks, off the clock and uncompensated. Also, Plaintiff,
21 and the Aggrieved Employees were often interrupted during meal breaks without compensation.
22 Also throughout the statutory period, Plaintiff and the Aggrieved Employees received non-
23 discretionary bonuses, shift differentials, and other remuneration. However, Defendants failed to
24 incorporate all remuneration when calculating the correct overtime rate of pay, break premium rate
25 of pay, and sick day rate of pay, leading to underpayment. Also, throughout the statutory period,
26 Defendants failed to include the unused and available sick pay in wage statements.

27 18. Throughout the statutory period, Defendants wrongfully failed to provide Plaintiff
28 and the Aggrieved Employees with legally compliant meal periods. Defendants sometimes, but not

1 always, required Plaintiff and the Aggrieved Employees to work in excess of five consecutive
2 hours a day without providing a 30-minute, continuous and uninterrupted, duty-free meal period
3 for every five hours of work, or without compensating Plaintiff and the Aggrieved Employees for
4 meal periods that were not provided by the end of the fifth hour of work or tenth hour of work.
5 Defendants did not adequately inform Plaintiff and the Aggrieved Employees of their right to take
6 a meal period by the end of the fifth hour of work, or, for shifts greater than 10 hours, by the end
7 of the tenth hour of work. Moreover, Defendants did not have adequate written policies or practices
8 providing meal periods for Plaintiff and the Aggrieved Employees, nor did Defendants have
9 adequate policies or practices regarding the timing of meal periods. Accordingly, Defendants'
10 policy and practice was to not provide meal periods to Plaintiff and the Aggrieved Employees in
11 compliance with California law.

12 19. Throughout the statutory period, Defendants have wrongfully failed to authorize
13 and permit Plaintiff and the Aggrieved Employees to take timely and duty-free rest periods.
14 Defendants sometimes, but not always, required Plaintiff and the Aggrieved Employees to work in
15 excess of four consecutive hours a day without Defendants authorizing and permitting them to take
16 a 10-minute, continuous and uninterrupted, rest period for every four hours of work (or major
17 fraction of four hours), or without compensating Plaintiff and the Aggrieved Employees for rest
18 periods that were not authorized or permitted. Defendants did not adequately inform Plaintiff and
19 the Aggrieved Employees of their right to take a rest period. Moreover, Defendants did not have
20 adequate policies or practices permitting or authorizing rest periods for Plaintiff and the Aggrieved
21 Employees, nor did Defendants have adequate policies or practices regarding the timing of rest
22 periods. Defendants also did not have adequate policies or practices to verify whether Plaintiff and
23 the Aggrieved Employees were taking their required rest periods. Further, Defendants did not
24 maintain accurate records of employee work periods, and therefore Defendants cannot demonstrate
25 that Plaintiff and the Aggrieved Employees took rest periods during the middle of each work
26 period. Accordingly, Defendants' policy and practice was for Plaintiff and the Aggrieved
27 Employees to work through rest periods and to not authorize or permit them to take rest periods in
28 compliance with California law.

1 20. Throughout the statutory period, Defendants wrongfully required Plaintiff, and the
2 Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for
3 Defendants without reimbursement, such as the use of personal cellular telephones for work
4 purposes, the use of personal vehicles for work purposes, and the purchase of various items
5 including without limitation, tools (i.e. hair dryer, combs, brushes, curlers, clippers, scissors,
6 crimpers).

7 21. Throughout the statutory period, Defendants willfully failed and refused to timely
8 pay Plaintiff and the Aggrieved Employees at the conclusion of their employment all wages for all
9 minimum wages, overtime wages, meal period premium wages, and rest period premium wages.
10 Further, Defendants did not pay Plaintiff and the Aggrieved Employees their final paychecks
11 immediately upon termination.

12 22. Throughout the statutory period, Defendants failed to furnish Plaintiff and the
13 Aggrieved Employees with accurate, itemized wage statements showing all applicable hourly rates,
14 and all gross and net wages earned (including correct hours worked, correct wages earned for hours
15 worked, correct overtime hours worked, correct wages for meal periods that were not provided in
16 accordance with California law, correct wages for rest periods that they were not authorized and
17 permitted to take in accordance with California law, and Defendants' address). Further, the wage
18 statements do not show Defendants' address as required by California law. As a result of these
19 violations of California Labor Code § 226(a), the Plaintiff and the Aggrieved Employees suffered
20 injury because, among other things:

- 21 (a) the violations led them to believe that they were not entitled to be paid
22 minimum wages, overtime wages, meal period premium wages, and rest
23 period premium wages to which they were entitled, even though they were
24 entitled;
- 25 (b) the violations led them to believe that they had been paid the minimum,
26 overtime, meal period premium, and rest period premium wages, even
27 though they had not been;
- 28

- 1 (c) the violations led them to believe they were not entitled to be paid minimum,
2 overtime, meal period premium, and rest period premium wages at the
3 correct California rate even though they were;
- 4 (d) the violations led them to believe they had been paid minimum, overtime,
5 meal period premium, and rest period premium wages at the correct
6 California rate even though they had not been;
- 7 (e) the violations hindered them from determining the amounts of minimum,
8 overtime, meal period premium, and rest period premium owed to them;
- 9 (f) in connection with their employment before and during this action, and in
10 connection with prosecuting this action, the violations caused them to have
11 to perform mathematical computations to determine the amounts of wages
12 owed to them, computations they would not have to make if the wage
13 statements contained the required accurate information;
- 14 (g) by understating the wages truly due them, the violations caused them to lose
15 entitlement and/or accrual of the full amount of Social Security, disability,
16 unemployment, and other governmental benefits;
- 17 (h) the wage statements inaccurately understated the wages, hours, and wage
18 rates to which Plaintiff and the Aggrieved Employees were entitled, and
19 Plaintiff and the Aggrieved Employees were paid less than the wages and
20 wage rates to which they were entitled.

21 Thus, Plaintiff and the Aggrieved Employees are owed the amounts provided for in California
22 Labor Code § 226(e), including actual damages.

23 **FIRST CAUSE OF ACTION**

24 **(Against all Defendants for Civil Penalties Under the Private Attorneys General Act of**
25 **2004, Cal. Lab. Code § 2698 et seq.)**

26 23. Plaintiff incorporates by reference and re-alleges all preceding paragraphs as though
27 fully set forth herein.
28

1 24. At all times herein mentioned, Defendants were subject to the Labor Code of the
2 State of California and the applicable Industrial Welfare Commission Orders.

3 25. California Labor Code § 2699(a) specifically provides for a private right of action
4 to recover penalties for violations of the Labor Code: “Notwithstanding any other provision of law,
5 any provision of this code that provides for a civil penalty to be assessed and collected by the Labor
6 and Workforce Development Agency or any of its departments, divisions, commissions, boards,
7 agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a
8 civil action brought by an aggrieved employee on behalf of himself or herself and other current or
9 former employees pursuant to the procedures specified in Section 2699.3.”

10 26. Plaintiff has exhausted the administrative remedies pursuant to California Labor
11 Code § 2699.3. On or about June 15, 2025, Plaintiff gave written notice by online filing to the
12 Labor and Workforce Development Agency and by certified mail to Defendants of the specific
13 provisions of the Labor Code that Defendants have violated against Plaintiff and current and former
14 aggrieved employees, including the facts and theories to support the violations (See attached as
15 **Exhibit A**). Plaintiff’s PAGA case number is LWDA-CM-1105392-25.

16 27. The statute of limitations is tolled while a plaintiff exhausts his/her administrative
17 remedies with California’s Labor and Workforce Development Agency (LWDA) prior to suit,
18 which is required by the statute. (See Cal. Lab. Code § 2699.3(d).)

19 28. At the time of this filing, more than 65 days have elapsed since Plaintiff provided
20 notice, but the Labor and Workforce Development Agency has not indicated that it intends to
21 investigate Defendants’ Labor Code violations discussed in the notice. Accordingly, Plaintiff may
22 commence a civil action to recover penalties under Labor Code § 2699 pursuant to § 2699.3 for
23 the violations of the Labor Code described in this Complaint. These penalties include, but are not
24 limited to, penalties under California Labor Code §§ 210, 226.3, 558, 1197.1, and 2699(f)(2).

25 29. In addition, Plaintiff seeks penalties for Defendants’ violation of California Labor
26 Code § 1174(d). Pursuant to California Labor Code § 1174.5, any person, including any entity,
27 employing labor who willfully fails to maintain accurate and complete records required by
28 California Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable

1 IWC Order § 7(A)(3), every employer shall keep time records showing when the employee begins
2 and ends each work period. Meal periods, and total hours worked daily shall also be recorded.
3 Additionally, pursuant to the applicable IWC Order § 7(A)(5), every employer shall keep total
4 hours worked in the payroll period and applicable rates of pay.

5 30. During the time period of employment for Plaintiff and the Aggrieved Employees,
6 Defendants failed to maintain records pursuant to the Labor Code and IWC Orders by failing to
7 maintain accurate records showing meal periods, and accurate records showing when employees
8 begin and end each work period. Defendants' failure to provide and maintain records required by
9 the Labor Code and IWC Wage Orders deprived Plaintiff and the Aggrieved Employees of the
10 ability to know, understand and question the accuracy and frequency of meal periods, and the
11 accuracy of their hours worked stated in Defendants' records. Therefore, Plaintiff and the
12 Aggrieved Employees had no way to dispute the resulting failure to pay wages, all of which
13 resulted in an unjustified economic enrichment to Defendants. As a direct result, Plaintiff and the
14 Aggrieved Employees have suffered and continue to suffer, substantial losses related to the use
15 and enjoyment of such wages, lost interest on such wages and expenses and attorney's fees in
16 seeking to compel Defendants to fully perform their obligations under state law, all to their
17 respective damage in amounts according to proof at trial. Because of Defendants' knowing failure
18 to comply with the Labor Code and applicable IWC Wage Orders, Plaintiff and the Aggrieved
19 Employees have also suffered an injury in that they were prevented from knowing, understanding,
20 and disputing the wage payments paid to them.

21 31. Based on the conduct described in this Complaint, Plaintiff is entitled to an award
22 of civil penalties on behalf of Plaintiff, the State of California, and similarly Aggrieved Employees
23 of Defendants. The exact amount of the applicable penalties, in all, is in an amount to be shown
24 according to proof at trial. These penalties are in addition to all other remedies permitted by law.

25 32. In addition, Plaintiff seeks an award of reasonable attorney's fees and costs pursuant
26 to California Labor Code § 2699(g)(1), which states, "Any employee who prevails in any action
27 shall be entitled to an award of reasonable attorney's fees and costs."
28

1 **PRAYER FOR RELIEF**

2 Plaintiff, on behalf of all similarly Aggrieved Employees, prays for relief and judgment
3 against Defendants, jointly and severally, as follows:

4 1. That the Court declare, adjudge and decree that Defendants violated the California
5 Labor Code by failing to pay wages for all hours worked (including minimum, straight time, and
6 overtime wages), failing to provide meal periods, failing to authorize and permit rest periods,
7 failing to reimburse business expenses, failing to furnish accurate wage statements, and failing to
8 maintain accurate records of all hours worked;

9 2. An award of civil penalties on behalf of Plaintiff and all similarly aggrieved
10 employees pursuant to PAGA;

11 3. Pre-judgment and post-judgment interest at the maximum rate allowed;

12 4. Attorneys' fees and costs reasonably incurred;

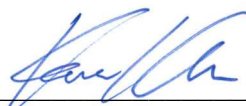
13 5. Injunctive and declaratory relief to the extent allowed by PAGA; and

14 6. Such other and further relief that the Court deems proper.
15

16 Dated: July 16, 2026

Respectfully submitted,

17 **MOON LAW GROUP, PC**

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19 By: 

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Attorneys for Plaintiff
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