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FILED
Superior Court of California
County of Los Angeles
04/22/2024

David W. Slayton, Executive Officer / Clerk of Court
By: R. Lozano Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

SARAH LEIGH CIANI, on behalf of herself and
all others similarly situated,

Plaintiff,

vs.

COS BAR RETAIL LLC, a limited liability
company; and DOES 1 through 100, Inclusive,
Defendants.

Case No. 24STCV03684

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT FOR:**

- (1) FAILURE TO REIMBURSE
BUSINESS EXPENSES (LABOR
CODE §§ 2802, 2804);**
- (2) FAILURE TO PAY OVERTIME
WAGES (LABOR CODE §§ 204, 510,
558, 1194, 1198);**
- (3) REST PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 516, 1198);**
- (4) WAGE STATEMENT VIOLATIONS
(LABOR CODE § 226, *et seq.*);**
- (5) WAITING TIME PENALTIES
(LABOR CODE §§ 201-203);**
- (6) UNFAIR COMPETITION (BUS. &
PROF. CODE § 17200, *et seq.*);**
- (7) CIVIL PENALTIES UNDER THE
PRIVATE ATTORNEYS GENERAL
ACT (LABOR CODE § 2698, *et seq.*)**

**DEMAND FOR JURY TRIAL
UNLIMITED CIVIL CASE**

1 Plaintiff Sarah Leigh Ciani (“Plaintiff”), on behalf of herself and all others similarly
2 situated, hereby brings this Class and Representative Action Complaint against Cos Bar Retail
3 LLC, a limited liability company; and Does 1 through 100, inclusive (collectively, “Defendants”),
4 and on information and belief alleges as follows:

5 **JURISDICTION**

6 1. Plaintiff, on behalf of herself and all others similarly situated, brings this class
7 action for recovery of unpaid wages and penalties under Business & Professions Code section
8 17200, *et. seq.*; Labor Code sections 201-204, 226, 226.7, 510, 516, 558, 1194, 1198, 2802, 2804,
9 and 2698 *et seq.*; and Industrial Welfare Commission Wage Order No. 2 (“Wage Order 2”), in
10 addition to seeking declaratory relief and restitution. This class action is brought pursuant to
11 Code of Civil Procedure section 382. This Court has jurisdiction over Defendants’ violations of
12 the Labor Code because the amount in controversy exceeds this Court’s jurisdictional minimum.

13 **VENUE**

14 2. Venue is proper in this judicial district pursuant to Code of Civil Procedure §§
15 395(a) and 395.5, as at least some of the acts and omissions complained of herein occurred in Los
16 Angeles County. Defendants conduct business, have an agent or agents within Los Angeles
17 County, and/or otherwise are found within Los Angeles County, and Defendants are within the
18 jurisdiction of this Court for purposes of service of process.

19 **PARTIES**

20 3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
21 Plaintiff was, and currently is, a California resident. Within the statute of limitations periods
22 applicable to each cause of action pled herein, Plaintiff was employed by Defendants as a non-
23 exempt employee. Plaintiff was, and is, a victim of Defendants’ policies and/or practices
24 complained of herein, lost money and/or property, and has been deprived of the rights guaranteed
25 by California Labor Code 201-204, 226, 226.7, 510, 516, 558, 1194, 1198, 2802, 2804, and 2698
26 *et seq.*; California Business & Professions Code § 17200, *et seq.* (Unfair Competition), and Wage
27 Order 2, which sets employment standards for the personal service industry.

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1 4. Plaintiff is informed and believes, and based thereon alleges, that during the four
2 years preceding the filing of this lawsuit and continuing to the present, Defendants did (and do)
3 business as beauty supply retailer, and that they employed Plaintiff and other similarly situated
4 non-exempt employees within Los Angeles County and the state of California.

5 5. Plaintiff does not know the true names or capacities, whether individual, partner,
6 or corporate, of the defendants sued herein as DOES 1 through 100, and for that reason, said
7 defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to
8 amend this Complaint when such true names and capacities are discovered. Plaintiff is informed
9 and believes, and thereon alleges, that each of said fictitious defendants, whether individual,
10 partners, or corporate, were responsible in some manner for the acts and omissions alleged herein,
11 and proximately caused Plaintiff and the Classes (as defined in Paragraph 16) to be subject to the
12 unlawful employment practices, wrongs, injuries, and damages complained of herein.

13 6. Plaintiff is informed and believes, and based thereon alleges, that at all times
14 mentioned herein, Defendants were and are the employers of Plaintiff and all Class members.

15 7. At all times herein mentioned, each of said Defendants participated in the acts
16 herein alleged to have been done by the named Defendants; and furthermore, the Defendants, and
17 each of them, were the agents, servants, and employees of each of the other Defendants, as well
18 as the agents of all Defendants, and at all times herein mentioned were acting within the course
19 and scope of said agency and employment. Defendants, and each of them, approved of, condoned,
20 and/or otherwise ratified each of the acts or omissions alleged herein.

21 8. At all times mentioned herein, Defendants, and each of them, were members of
22 and engaged in a joint venture, partnership, and common enterprise, and acting within the course
23 and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further,
24 Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and all Class
25 Members (as defined in Paragraph 16).

26 **GENERAL FACTUAL ALLEGATIONS**

27 9. Plaintiff was employed by Defendants as a non-exempt beauty specialist from
28 approximately July 2022 until approximately June 2023.

1 10. During Plaintiff’s employment with Defendants, Defendants failed to reimburse
2 Plaintiff and other non-exempt employees for expenses they incurred in the course of their
3 employment. Among other things, Defendants required Plaintiff and other non-exempt employees
4 to use their personal cellular phones to download the “Paycor” application to record their hours;
5 check schedules; see client lists; communicate with clients; and to place online orders. Despite
6 requiring Plaintiff and other non-exempt employees to use their personal cellular phones for
7 work-related purposes, Defendants have failed to reimburse Plaintiff and other non-exempt
8 employees for any portion of their personal cellular phone bills. As a result of the foregoing,
9 Plaintiff and other non-exempt employees are entitled to reimbursement pursuant to Labor Code
10 § 2802 and *Cochran v. Schwan’s Home Service, Inc.*, 228 Cal.App.4th 1137 (2014).

11 11. Defendants also failed to reimburse Plaintiff for the use of her personal vehicle for
12 work purposes. Defendants required Plaintiff to use her personal vehicle to run work-related
13 errands, but failed to reimburse Plaintiff for gas or mileage or any other auto related
14 reimbursement.

15 12. Defendants have also under-paid overtime wages, as Defendants have failed to
16 incorporate the value of commissions and/or other remuneration that is not excludable from the
17 “regular rate” of pay (these forms of remuneration are referred to herein collectively as “Incentive
18 Pay”) when calculating overtime compensation. For example, in the pay period of August 14-27,
19 2022, Plaintiff was paid a base rate of \$20.00 per hour and received commission in the amount of
20 \$298.55; however, Plaintiff’s overtime rate did not incorporate the value of the commissions
21 Plaintiff received and Plaintiff was paid for overtime at \$30.00 per hour, which was 1.5 times her
22 *base* rate of pay, not 1.5 times her regular rate of pay. As another example, in the pay period of
23 December 18-31, 2022, Plaintiff was paid a base rate of \$20.00 per hour and also received
24 commissions in the amount of \$314.06; however, again Plaintiff’s overtime rate did not
25 incorporate the value of the commission Plaintiff received and she was paid overtime at 1.5 times
26 her *base* rate of pay.

27 13. Defendants have also failed to authorize and permit rest periods for Plaintiff and
28 other non-exempt employees. Specifically, Defendants have failed to authorize and permit a 10-

1 minute rest period for every 4 hours worked or major fraction thereof, as Plaintiff and other non-
2 exempt employees were frequently unable to take the rest periods to which they were entitled as
3 a result of under-staffing and having no other employee relieve them during their shifts. In those
4 instances, Defendants failed to authorize and permit Plaintiff and other non-exempt employees to
5 take a legally compliant rest period, Defendants failed to pay the rest period premiums required
6 by Labor Code § 226.7. Upon information and belief, during at least a portion of the putative
7 class period, Defendants maintained no payroll code or other mechanism for paying rest period
8 premiums when Defendants failed to authorize and permit a legally compliant rest period.

9 14. As a result of Defendants' failure to pay all overtime wages owed and all rest
10 period premium wages owed, Defendants failed to pay all wages to Plaintiff and other formerly
11 employed non-exempt employees at the separation of their employment.

12 15. As a further result of Defendants' failure to pay all overtime wages owed and all
13 rest period premium wages owed, Defendants maintained inaccurate payroll records, and issued
14 inaccurate wage statements to Plaintiff and other non-exempt employees.

15 **CLASS ACTION ALLEGATIONS**

16 16. Class Definitions: Plaintiff brings this action on behalf of herself and the following
17 Classes pursuant to Section 382 of the Code of Civil Procedure:

18 a. The Expense Reimbursement Class consists of all of Defendants' non-exempt
19 employees who were required to use their personal cell phones and/or personal vehicles
20 for work purposes, at any time from four years prior to the filing of this action through the
21 present.

22 b. The Overtime Class consists of all of the Defendants' current and former non-
23 exempt employees in California who worked more than 8.0 hours in a workday and/or over
24 40.0 hours in a workweek, and earned Incentive Pay in the same pay period, at any time
25 from four years immediately preceding the filing of this action to the present.

26 c. The Rest Period Class consists of all of the Defendants' current and former non-
27 exempt employees in California who worked at least one shift of 3.5 hours or more, at any
28 time from four years immediately preceding the filing of this action through the present.

d. The Wage Statement Class consists of all members of the Overtime Class and/or Rest Period Class who received a wage statement at any time from one year immediately preceding the filing of this action through the present.

e. The Waiting Time Class consists of all members of the Overtime Class and/or Rest Period Class who are no longer employed by Defendants and whose employment with Defendants ended at any time from three years immediately preceding the filing of this action through the present.

17. **Numerosity/Ascertainability:** The members of the Classes are so numerous that joinder of all members would be unfeasible and impracticable. The membership of the Classes is unknown to Plaintiff at this time; however, it is estimated that the Classes number greater than fifty (50) individuals in each Class. The identity of such membership is readily ascertainable via Defendants' employment records.

18. **Common Questions of Law and Fact Predominate/Well Defined Community of Interest:** There are common questions of law and fact as to Plaintiff and all other similarly situated employees, which predominate over questions affecting only individual members including, without limitation to:

- i. Whether Defendants' timekeeping and payroll practices violate the applicable Labor Code provisions including, but not limited to, Sections 510 and 1194 by requiring overtime work and not paying the Overtime Class for said work according to California's overtime laws;
- ii. Whether Defendants authorized and permitted legally compliant rest periods to members of the Rest Period Class;
- iii. Whether Defendants furnished legally compliant wage statements to members of the Wage Statement Class pursuant to Labor Code § 226;
- iv. Whether Defendants paid all wages due to members of the Waiting Time Class at the time of separation of employment; and
- v. Whether Defendants properly reimbursed expenses incurred by members of the Expense Reimbursement Class.

1 19. **Predominance of Common Questions:** Common questions of law and fact
2 predominate over questions that affect only individual members of the Classes. The common
3 questions of law set forth above are numerous and substantial and stem from Defendants' policies
4 and/or practices applicable to each individual class member, such as Defendants' rest period,
5 overtime, expense reimbursement, wage statement, and final wage policies/practices. As such,
6 the common questions predominate over individual questions concerning each individual class
7 member's showing as to his or her eligibility for recovery or as to the amount of his or her
8 damages.

9 20. **Typicality:** Plaintiff's claims are typical of the claims of the Classes because
10 Plaintiff was employed by Defendants as a non-exempt employee in California during the
11 statute(s) of limitation applicable to each cause of action pled in the Complaint in this action. As
12 alleged herein, Plaintiff, like the members of the Classes, was subject to Defendants' overtime
13 policies/practices and rest period policies/practices, was furnished with inaccurate wage
14 statements, was deprived of all final wages upon her separation of employment from Defendants,
15 and was not reimbursed for all expenses she incurred in carrying out her job duties for Defendants.

16 21. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary
17 steps to represent fairly and adequately the interests of the members of the Classes. Moreover,
18 Plaintiff's attorneys are ready, willing, and able to fully and adequately represent the members of
19 the Classes and Plaintiff. Plaintiff's attorneys have prosecuted numerous wage-and-hour class
20 actions in state and federal courts in the past and are committed to vigorously prosecuting this
21 action on behalf of the members of the Classes.

22 22. **Superiority:** The California Labor Code is broadly remedial in nature and serves
23 an important public interest in establishing minimum working conditions and standards in
24 California. These laws and labor standards protect the average working employee from
25 exploitation by employers who have the responsibility to follow the laws and who may seek to
26 take advantage of superior economic and bargaining power in setting onerous terms and
27 conditions of employment. The nature of this action and the format of laws available to Plaintiff
28 and members of the Classes make the class action format a particularly efficient and appropriate

1 procedure to redress the violations alleged herein. If each employee were required to file an
2 individual lawsuit, Defendants would necessarily gain an unfair advantage, as they would be able
3 to exploit and overwhelm the limited resources of each individual plaintiff with their vastly
4 superior financial and legal resources. Moreover, requiring each member of the Classes to pursue
5 an individual remedy would discourage the assertion of lawful claims by employees who would
6 be disinclined to file an action against their former and/or current employer for real and justifiable
7 fear of retaliation and permanent damages to their careers at subsequent employment. Further, the
8 prosecution of separate actions by individual class members would create a substantial risk of
9 inconsistent or varying verdicts or adjudications with respect to the individual class members
10 against Defendants herein; and which would establish potentially incompatible standards of
11 conduct for Defendants. Further, the claims of the individual members of the Classes are not
12 sufficiently large to warrant vigorous individual prosecution considering all of the concomitant
13 costs and expenses attending thereto. As such, the Classes identified in Paragraph 16 are
14 maintainable under Code Civ. Proc. § 382 of the Code of Civil Procedure.

15 **FIRST CAUSE OF ACTION**

16 **FAILURE REIMBURSE BUSINESS EXPENSES**

17 **(AGAINST ALL DEFENDANTS)**

18 23. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

19 24. At all relevant times, Defendants were subject to Labor Code § 2802, which states
20 that “an employer shall indemnify his or her employees for all necessary expenditures or losses
21 incurred by the employee in direct consequence of the discharge of his or her duties, or of his or
22 her obedience to the directions of the employer.”

23 25. At all relevant times, Defendants were subject to Labor Code § 2804, which states,
24 “any contract or agreement, express or implied, made by any employee to waive the benefits of
25 this article or any part thereof, is null and void, and this article shall not deprive any employee or
26 his personal representative of any right or remedy to which he is entitled under the laws of this
27 State.”

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1 26. Due to Defendants' unlawful policy and practice of requiring employees to use
2 their personal cellular phones and/or personal vehicles for work purposes, and their failure to
3 reimburse Plaintiff and members of the Expense Reimbursement Class, Defendants have violated
4 Labor Code § 2802.

5 27. As a proximate result of Defendants' policies and/or practices in violation of Labor
6 Code §§ 2802 and 2804, Plaintiff and members of the Expense Reimbursement Class suffered
7 damages in sums, which will be shown according to proof.

8 28. Plaintiff and members of the Expense Reimbursement Class are entitled to
9 attorneys' fees and costs of suit pursuant to Labor Code § 2802(c) for bringing this action.

10 29. Pursuant to Labor Code § 2802(b), any action brought for the reimbursement of
11 necessary expenditures carries interest at the same rate as judgments in civil actions. Thus,
12 Plaintiff and members of the Expense Reimbursement Class are entitled to interest, which shall
13 accrue from the date on which they incurred the initial necessary expenditure.

14 **SECOND CAUSE OF ACTION**

15 **FAILURE TO PAY OVERTIME WAGES**

16 **(AGAINST ALL DEFENDANTS)**

17 30. Plaintiff re-alleges and incorporate by reference all previous paragraphs.

18 31. This cause of action is brought pursuant to Labor Code §§ 204, 510, 558, 1194,
19 and 1198, which provide that non-exempt employees are entitled to overtime wages for all
20 overtime hours worked and provide a private right of action for the failure to pay all overtime
21 compensation for overtime work performed.

22 32. At all relevant times, Defendants were required to pay Plaintiff and Overtime Class
23 members for overtime pursuant to Labor Code § 1194 and Wage Order 2. Wage Order 2, § 3
24 requires an employer to pay "one and one-half (1½) times [the] employee's regular rate of pay"
25 for work in excess of 8 hours per workday and/or in excess of 40 hours in any workweek, and for
26 the first 8 hours on the seventh consecutive workday in a workweek. It also requires an employer
27 to pay double the employee's regular rate of pay for work in excess of 12 hours in a workday
28 and/or in excess of 8 hours on the seventh consecutive workday in the workweek.

33. As alleged herein, Defendants have caused Plaintiff and Overtime Class members to work overtime hours but have not compensated them at one and one-half times (or two times) their regular rate of pay for such hours.

34. The foregoing policies and practices are unlawful and create entitlement to recovery by Plaintiff and the Overtime Class in a civil action for the unpaid amount of overtime premiums owing, including interest thereon, statutory penalties, and attorneys' fees and costs of suit according to California Labor Code §§ 204, 218.6, 510, 558, 1194, and 1198, and Code of Civil Procedure § 1021.5.

THIRD CAUSE OF ACTION

REST PERIOD VIOLATIONS

(AGAINST ALL DEFENDANTS)

35. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

36. Labor Code §§ 226.7 and 516, and Wage Order 2, § 12 establish the right of employees to be authorized and permitted a rest period of at least ten (10) minutes for each four (4) hour period worked, or major fraction thereof.

37. As alleged herein, Defendants failed to authorize and permit Plaintiff and Rest Period Class members to take their legally entitled rest periods. Defendants also failed to compensate Plaintiff and Rest Period Class members with a rest period premium for each rest period to which they were entitled while working.

38. The foregoing violations create an entitlement to recovery by Plaintiff and Rest Period Class members in a civil action for the unpaid amount of rest period premiums owing, including interest thereon, statutory penalties, civil penalties, and costs of suit according to Labor Code §§ 226.7, 516, 558; Code of Civil Procedure § 1021.5; Civil Code § 3287; and Art. XV, § 1 of the California Constitution.

FOURTH CAUSE OF ACTION

WAGE STATEMENT VIOLATIONS

(AGAINST ALL DEFENDANTS)

39. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

40. Plaintiff is informed and believes, and based thereon alleges, that Defendants knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff and the Wage Statement Class with accurate and complete itemized wage statements that included, among other requirements, all overtime wages and rest period premium wages earned.

41. Defendants' failure to furnish Plaintiff and members of the Wage Statement Class with complete and accurate itemized wage statements resulted in injury, as said failures led to, among other things, the non-payment of all their overtime wages and rest period premium wages owed and deprived them of information necessary to identify the discrepancies in Defendants' reported data.

42. Defendants' failures create an entitlement to recovery by Plaintiff and members of the Wage Statement Class in a civil action for all damages and/or penalties pursuant to Labor Code § 226, including statutory penalties, civil penalties, and reasonable attorneys' fees and costs of suit, pursuant to Labor Code §§ 226 and 226.3.

FIFTH CAUSE OF ACTION

WAITING TIME PENALTIES

(AGAINST ALL DEFENDANTS)

43. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

44. This cause of action is brought pursuant to Labor Code §§ 201-203, which require an employer to pay all wages immediately at the time of separation of employment in the event the employer discharges the employee, or the employee provides at least 72 hours of notice of their intent to quit. In the event the employee provides less than 72 hours of notice of their intent to quit, said employee's wages become due and payable not later than 72 hours upon said employee's last date of employment.

45. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed to timely pay Plaintiff and members of the Waiting Time Class all final wages due to them at their separation from employment, including (but not limited to) unpaid overtime wages and rest period premium wages.

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46. Further, Plaintiff is informed and believes, and based thereon alleges, that as a matter of uniform policy and practice, Defendants continue to fail to pay Plaintiff and members of the Waiting Time Class all earned wages at the end of employment in a timely manner pursuant to the requirements of Labor Code §§ 201-203.

47. Defendants' failure to pay all final wages was willful within the meaning of Labor Code § 203. Defendants' willful failure to timely pay Plaintiff and the members of the Waiting Time Class their earned wages upon separation from employment results in a continued payment of daily wages up to thirty days from the time the wages were due. Plaintiff and members of the Waiting Time Class are entitled to compensation pursuant to Labor Code § 203, plus reasonable attorneys' fees and costs of suit.

SIXTH CAUSE OF ACTION

UNFAIR COMPETITION

(AGAINST ALL DEFENDANTS)

48. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

49. Defendants have engaged, and continue to engage, in unfair and/or unlawful business practices in violation of Business & Professions Code § 17200, *et seq.*, by failing to pay all overtime wages due, failing to authorize and permit rest periods or pay rest period premium wages, failing to furnish accurate and complete itemized wage statements, failing to reimburse business expenses, and failing to pay all earned wages at separation of employment.

50. Defendants' utilization of these unfair and/or unlawful business practices has deprived Plaintiff and members of the Classes of compensation to which they are legally entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage over Defendants' competitors who have been and/or are currently employing workers and attempting to do so in honest compliance with applicable wage and hour laws.

51. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged herein, Plaintiff for herself, and on behalf of the members of the Classes, seeks full restitution of monies as necessary and according to proof, to restore all monies withheld, acquired, and/or converted by Defendants pursuant to Business & Professions Code §§ 17203 and 17208.

52. The acts complained of herein occurred within the four years immediately preceding the filing of this action.

53. Plaintiff was compelled to retain the services of counsel to file this court action to protect her interests and those of the Classes, to obtain restitution and injunctive relief on behalf of Defendants' current employees, and to enforce important rights affecting the public interest. Plaintiff has thereby incurred the financial burden of attorneys' fees and costs, which she is entitled to recover under Code of Civil Procedure § 1021.5.

SEVENTH CAUSE OF ACTION

PRIVATE ATTORNEYS GENERAL ACT

(AGAINST ALL DEFENDANTS)

54. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

55. Defendants have committed several Labor Code violations against Plaintiff and other aggrieved employees. Plaintiff is an "aggrieved employee" within the meaning of Labor Code § 2698 et seq. Plaintiff, acting on behalf of herself and other aggrieved employees, brings this representative action against Defendants to recover the civil penalties due to Plaintiff, other aggrieved employees, and the State of California according to proof pursuant to Labor Code §§ 558 and 2699 (a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200.00 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100.00 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each initial violation of Labor Code § 226 and \$1,000.00 for each subsequent violation, pursuant to Labor Code § 226.3, per employee per pay period; and/or (5) \$100.00 for each initial violation and \$200.00 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, based on the following Labor Code violations:

- a. Failing to reimburse Plaintiff and other aggrieved employees for all work-related expenses, in violation of Labor Code §§ 2802, 2804, and 1198;
- b. Failing to pay Plaintiff and other aggrieved employees all overtime and/or double-time compensation earned, in violation of Labor Code §§ 204, 510, 558, 1194, and 1198;
- c. Failing to authorize and permit all legally required rest periods and failing to pay rest period premiums to Plaintiff and other aggrieved employees at the employees' respective regular rates of compensation, in violation of Labor Code §§ 226.7, 516, 558, and 1198;
- d. Failing to furnish Plaintiff and other aggrieved employees with accurate and complete itemized wage statements, in violation Labor Code §§ 226 and 1198;
- e. Failing to pay all wages owed to Plaintiff and other aggrieved former employees at their separation of employment, in violation of Labor Code §§ 201-203; and
- f. Failing to maintain accurate records (including but not limited to records of actual hours worked) on behalf of Plaintiff and other aggrieved employees, in violation of Labor Code §§ 1174 and 1198.

56. On or about February 15, 2024 , Plaintiff notified Defendant Cos Bar Retail LLC, via certified mail, and the California Labor and Workforce Development Agency ("LWDA") via its website, of Defendants' violations of the California Labor Code and Plaintiff's intent to bring a claim for civil penalties under California Labor Code § 2698 et seq. with respect to the violations of the California Labor Code identified in paragraph 55 (a)-(f) above. Now that sixty-five days have passed from Plaintiff's notifying Defendants and the LWDA of these violations, Plaintiff has exhausted her administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations.

57. Plaintiff was compelled to retain the services of counsel to file this court action to protect her interests and the interests of other aggrieved employees, and to assess and collect the civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys' fees and costs, which she is entitled to recover under California Labor Code § 2699(g).

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1. For an order certifying the proposed Classes;
2. For an order appointing Plaintiff as representative of the Classes;
3. For an order appointing counsel for Plaintiff as counsel for the Classes;
4. Upon the First Cause of Action, for compensatory, consequential, general, and special damages according to proof pursuant to Labor Code §§ 2802 and 2804;
5. Upon the Second Cause of Action, for compensatory, consequential, general, and special damages according to proof pursuant to Labor Code §§ 204, 510, 558, 1194, and 1198;
6. Upon the Third Cause of Action, for compensatory, consequential, general, and special damages according to proof pursuant to Labor Code §§ 226.7, 516, and 1198;
7. Upon the Fourth Cause of Action, for statutory penalties pursuant to Labor Code § 226, *et seq.*;
8. Upon the Fifth Cause of Action, for statutory waiting time penalties pursuant to Labor Code §§ 201-203;
9. Upon the Sixth Cause of Action, for restitution to Plaintiff and members of the Classes of all money and/or property unlawfully acquired by Defendants by means of any acts or practices declared by this Court to be in violation of Business and Professions Code § 17200, *et seq.*;

10. Upon the Seventh Cause of Action, for civil penalties due to Plaintiff, other aggrieved employees, and the State of California according to proof pursuant to Labor Code § 2699, including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200.00 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per

1 pay period; (4) \$250.00 for each initial violation of Labor Code § 226 and \$1,000.00 for each
2 subsequent violation, pursuant to Labor Code § 226.3 per employee per pay period; and/or (5)
3 \$100.00 for each initial violation and \$200.00 for each subsequent violation per employee per pay
4 period for those violations of the Labor Code for which no civil penalty is specifically provided,
5 pursuant to Labor Code § 2699(f);

6 11. Prejudgment interest on all due and unpaid wages and other damages pursuant to
7 California Labor Code § 2802(b); Civil Code § 3287; and Art. XV, § 1 of the California
8 Constitution;

9 12. On all causes of action, for attorneys' fees and costs as provided by Labor Code §§
10 226(e), 1194(a), and 2802(c), 2699(g), and Code of Civil Procedure § 1021.5; and

11 13. For such other and further relief, the Court may deem just and proper.
12

13
14 Dated: April 22, 2024

Respectfully submitted,
ABRAMSON LABOR GROUP

15 By: Neil Larsen
16 Neil M. Larsen
17 Attorneys for Plaintiff
18

19 **DEMAND FOR JURY TRIAL**

20 Plaintiff hereby demands a jury trial with respect to all issues triable by jury.
21

22
23 Dated: April 22, 2024

Respectfully submitted,
ABRAMSON LABOR GROUP

24 By: Neil Larsen
25 Neil M. Larsen
26 Attorneys for Plaintiff
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