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themselves, all others similarly situated, and on behalf of the general public

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN BERNARDINO**

BRITTANY WRIGHT and KRISTA
MICHEL on behalf of themselves, all
others similarly situated, and on behalf
of the general public,

Plaintiffs,

v.

BEAUTY SOLUTIONS, LLC; and
DOES 1-100,
Defendants.

Case No. CIVSB2420953

**PLAINTIFFS BRITTANY WRIGHT'S AND KRISTA
MICHEL'S PRIVATE ATTORNEYS GENERAL
ACT OF 2004 ("PAGA") COMPLAINT FILED
PURSUANT TO CALIFORNIA LABOR CODE §
2698, ET. SEQ.**

- 1. Violation of the PAGA for Failure to Pay All
Straight Time Wages;**
- 2. Violation of the PAGA for Failure to Pay All
Overtime Wages;**
- 3. Violation of PAGA for Failure to Provide Meal
Periods;**
- 4. Violation of PAGA for Failure to Provide Rest
Periods;**
- 5. Violation of the PAGA for Knowing and
Intentional Failure to Comply with Itemized
Employee Wage Statement Provisions;**
- 6. Violation of the PAGA for Failure to Pay All
Wages Due at the Time of Termination of
Employment; and**
- 7. Violation of PAGA for Failure to Adopt a
Compliant Sick Pay/Paid Time Off Policy and
Failure to Provide Written Notice Setting Forth
Amount of Sick Leave Available; and**
- 8. Violation of the PAGA for Failure to Pay
Employees Twice Per Month (Cal. Lab. Code §
2698 *et. seq.*).**

DEMAND FOR JURY TRIAL

1 Plaintiffs BRITTANY WRIGHT and KRISTA MICHEL (hereinafter referred to as
2 “Plaintiffs”), on behalf themselves and all other individuals who are or were misclassified as exempt
3 under the outside salesperson exemption (hereinafter referred to as the “Aggrieved Employees”), file
4 this Complaint against Defendant BEAUTY SOLUTIONS, LLC (hereinafter referred to as “BEAUTY
5 SOLUTIONS” or “Defendant”) and/or DOES 1-100.

6 **I. INTRODUCTION**

7 1. This is a representative action seeking recovery of penalties under the California Labor Code
8 Private Attorneys General Act of 2004 (“PAGA”), California Labor Code Sections 2698 et.
9 seq., against BEAUTY SOLUTIONS and/or DOES 1-100. The PAGA permits an “aggrieved
10 employee” to bring a lawsuit on behalf of themselves and other current and former employees
11 to address an employer’s violations of the *California Labor Code*.

12 2. At all times mentioned herein, Defendant and/or DOES have conducted business in San
13 Bernardino County and elsewhere within California.

14 3. Plaintiffs and all aggrieved employees did not spend more than half of their time away from
15 Defendant’s and/or DOES’ place of business in the engagement of sales. To qualify for the
16 exemption, outside salespersons must generally control their own hours. Although working
17 many hours away from property Defendant and/or DOES do not own or lease, it controlled
18 Plaintiffs’ and all aggrieved employees’ hours and working conditions. Defendant and/or
19 DOES expected Plaintiffs and all aggrieved employees to work a set number of hours in the
20 field, fill out goal reports every day that set out minimum sales thresholds, GPS tracked the
21 hours, and required Plaintiffs and all aggrieved employees to be in the office one day a week.

22 4. In addition to Defendant and/or DOES controlling the hours and working conditions of
23 Plaintiffs and all aggrieved employees, Plaintiffs and all aggrieved employees did not spend
24 more than half of their time engaged in sales. Rather, they spent a majority of their time
25 performing tasks that were not selling, such as, but not limited to, driving, filling out
26 paperwork, setting up and maintaining accounts, performing office work, performing seminars,
27 and attending trade shows. Thus, Plaintiffs and all aggrieved employees do not qualify for the
28 exemption and are entitled to all protections that non-exempt employees are under the Labor

- Code and Industrial Welfare Commission Wage Order 4-2001.
5. By misclassifying Plaintiffs and all aggrieved employees as exempt under the outside salesperson exemption, Defendant and/or DOES have sought to avoid their legal obligations as under the California Labor Code. Pursuant to their misclassification of Plaintiffs and all aggrieved employees, Defendant and/or DOES have sought to avoid and have violated their duty to provide meal and rest periods and pay all wages owed for all hours worked.
6. Defendant and/or DOES may not lawfully avoid these legal obligations by labeling Plaintiffs and all aggrieved employees as “exempt,” when Plaintiffs and all aggrieved employees are legally “non-exempt” under California law.
7. BEAUTY SOLUTIONS has maintained uniform policies that violate the wage and hour rights of Plaintiffs and similarly situated employees in the manner complained of herein.
- II. JURISDICTION AND VENUE**
8. Plaintiffs are individuals residing in California. At all times relevant to this action, Plaintiffs were employed by BEAUTY SOLUTIONS and/or DOES in California. Plaintiffs, and each of the Aggrieved Employees, were employees of BEAUTY SOLUTIONS and/or DOES, and/or its operating divisions and subsidiaries, within the State of California. Plaintiffs and each of the Aggrieved Employees were subject to the unlawful policies beginning one (1) year prior to the date Plaintiffs sent Notice to the State of California Labor and Workforce Development Agency (LWDA).
9. Venue as to each Defendant and/or DOE is proper in this judicial district. Each Defendant and/or DOE operate facilities, employ hourly employees, conduct business, and commit *California Labor Code* violations within San Bernardino County and California. Each Defendant and/or DOE is within the jurisdiction of this Court for service of process purposes. The unlawful acts alleged herein have a direct effect on Plaintiff and the other aggrieved employees situated within the State of California and within San Bernardino County. BEAUTY SOLUTIONS and/or DOES employ numerous aggrieved employees in California and/or San Bernardino County.
10. Plaintiffs bring this action on behalf of themselves and the Aggrieved Employees of BEAUTY

SOLUTIONS and/or DOES pursuant to the PAGA. Plaintiffs, as personal representatives of the general public, will and do seek to recover any and all penalties for each and every violation shown to exist or to have occurred during the one (1) year period before Plaintiffs filed Notice with the LWDA of their intent to bring this action, in an amount according to proof, as to those penalties that are otherwise only available to public agency enforcement actions. Funds recovered will be distributed in accordance with the PAGA, with at least seventy-five (75) percent of the penalties recovered being reimbursed to the State of California and the LWDA.

11. There is no federal question at issue as the issues herein are based solely upon California statutes and law, including the *California Labor Code*, IWC Wage Orders, Code of Civil Procedure, and Civil Code.

12. The California Superior Court also has jurisdiction in this matter because the penalties sought exceed the minimum jurisdictional limits of the Superior Court and will be established at trial, according to proof. Defendant and/or DOES either own, maintain offices, transact business, have an agent or agents, have their principal place of business in, and/or otherwise are found within the County of San Bernardino, California.

III. THE PARTIES

A. Plaintiffs

13. Throughout the Statutory Period, Plaintiffs are and were residents of California. During the Statutory Period, Plaintiffs were employed by Defendant and/or DOES in California and were misclassified by Defendant and/or DOES as exempt employees.

14. Plaintiffs and the Aggrieved Employees were and are employed in the State of California by BEAUTY SOLUTIONS and/or DOES. Plaintiffs and the Aggrieved Employees are or were misclassified by Defendant and/or DOES as exempt employees.

15. A notice correspondence showing compliance with *California Labor Code* Section 2699.3 was sent to the LWDA and BEAUTY SOLUTIONS on April 19, 2024. This notice demonstrates that Plaintiff BRITTANY WRIGHT is an aggrieved employee and has standing to bring a representative action on behalf of the LWDA and as a private attorney general. An amended notice correspondence showing compliance with *California Labor Code* Section 2699.3 was

1 sent to the LWDA and BEAUTY SOLUTIONS on May 17, 2024. This notice demonstrates
2 that Plaintiff KRISTA MICHEL is an aggrieved employee and has standing to bring a
3 representative action on behalf of the LWDA and as a private attorney general. The violations
4 alleged in these notices also form the basis for the allegations herein. No notice of cure by
5 Defendant BEAUTY SOLUTIONS and/or DOES was provided and no notice of investigation
6 was received from the LWDA in the statutorily proscribed sixty-five (65) day period since the
7 mailing of the notice of the action. Accordingly, Plaintiffs file this action as a “Representative
8 Action” as authorized by *California Labor Code* section 2699.3(a)(2)(C).

9 **B. Defendants**

10 16. At all relevant times herein, Defendant and/or DOES have been wholesale distributors of
11 professional beauty products to salons and licensed beauty professionals in the southwest
12 United States, including California.

13 17. On information and belief, Defendant and/or DOES exercised control over the wages, hours,
14 and/or working conditions of Plaintiffs and Aggrieved Employees throughout the liability
15 period.

16 18. Defendant and/or DOES have numerous offices and/or contacts in the State of California. On
17 information and belief, California is the operation nerve center of one or more defendants
18 and/or DOES.

19 19. Plaintiffs are ignorant of the true names, capacities, relationships, and extent of participation
20 in the conduct alleged, of the Defendants sued as DOES 1 through 100, inclusive, but on
21 information and belief alleges that said Defendants are now, and/or at all times mentioned in
22 this Complaint were doing business in the State of California and/or throughout the United
23 States. Plaintiffs are informed and believes that each of the Defendants designated as a DOE
24 is legally responsible in some manner for the unlawful acts alleged. Plaintiffs will amend this
25 Complaint to allege the true names and capacities of the DOE Defendants when ascertained.

26 20. Plaintiffs are informed and believes each Defendant acted, in whole or in part, in all respects
27 pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business
28 plan or policy in all respects pertinent hereto, and the acts of each Defendant are legally

attributable to the other Defendants as each Defendant has ratified, approved, and/or authorized the acts of each of the remaining Defendants.

21. Plaintiffs are informed and believe, and thereon allege, that DOES 1 through 100 are partners, agents, owners, and/or shareholders of Defendants and/or DOES and were acting on behalf of Defendants and/or DOES at all times.

IV. GENERAL ALLEGATIONS

22. During all, or a portion, of the one (1) year period before Plaintiffs filed notice of their claims with the LWDA, Plaintiff and each of the Aggrieved Employees were misclassified by Defendant and/or DOES as exempt under the outside salesperson exemption.

23. Plaintiffs and all aggrieved employees did not spend more than half of their time away from Defendant's and/or DOES' place of business in the engagement of sales. To qualify for the exemption, outside salespersons must generally control their own hours. Although working many hours away from property Defendant and/or DOES do not own or lease, it controlled Plaintiffs' and all aggrieved employees' hours and working conditions. Defendant and/or DOES expected Plaintiffs and all similarly situated employees to work a set number of hours in the field, fill out goal reports every day that set out minimum sales thresholds, GPS tracked the hours, and required Plaintiffs and all similarly situated employees to be in the office one day a week.

24. In addition to Defendant and/or DOES controlling the hours and working conditions of Plaintiffs and all aggrieved employees, Plaintiffs and all aggrieved employees did not spend more than half of their time engaged in sales. Rather, they spent a majority of their time performing tasks that were not selling, such as, but not limited to, driving, filling out paperwork, setting up and maintaining accounts, performing office work, performing seminars, and attending trade shows. Thus, Plaintiff and all aggrieved employees do not qualify for the exemption and are entitled to all protections that non-exempt employees are under the Labor Code and Industrial Welfare Commission Wage Order 4-2001.

25. By misclassifying Plaintiffs and all aggrieved employees as exempt under the outside salesperson exemption, Defendant and/or DOES have sought to avoid their legal obligations

- as under the California Labor Code. Pursuant to their misclassification of Plaintiffs and all aggrieved employees, Defendant and/or DOES have sought to avoid and have violated their duty to provide meal and rest periods and pay all wages owed for all hours worked.
26. Defendant and/or DOES may not lawfully avoid these legal obligations by labeling Plaintiffs and all aggrieved employees as “exempt,” when Plaintiffs and all aggrieved employees are legally “non-exempt” under California law.
27. At all times mentioned herein, BEAUTY SOLUTIONS and/or DOES have maintained uniform policies that violate the wage and hour rights of Plaintiffs and all similarly situated employees in the manner complained of herein.
28. At all times mentioned herein, BEAUTY SOLUTIONS and/or DOES fail to pay Plaintiffs and the Aggrieved Employees all straight time and overtime wages owed.
29. At all times mentioned herein, Defendant and/or DOES knew and/or should have known that Plaintiffs and the Aggrieved Employees were entitled to be paid for all hours worked at the minimum, regular, overtime, and/or double time rate of pay.
30. At all times mentioned herein, BEAUTY SOLUTIONS and/or DOES fail to provide Plaintiffs and the Aggrieved Employees with meal periods that comply with California law and fail to authorize and permit rest periods that comply with California law.
31. At all times mentioned herein, BEAUTY SOLUTIONS and/or DOES knew and/or should have known that Plaintiffs and the Aggrieved Employees were entitled to be provided legally compliant meal periods in a timely manner or payment of one hour of pay as additional compensation at Plaintiffs’ and the aggrieved employees’ regular rate of pay when they did not receive a timely, uninterrupted meal period.
32. By failing to provide a duty-free meal period of not less than thirty (30) minutes for every shift of at least five (5) hours worked per day by Plaintiffs and all Aggrieved Employees, and by failing to provide compensation for these unprovided meal periods, BEAUTY SOLUTIONS and/or DOES willfully violate the provisions of Labor Code section 226.7, IWC Wage Order No. 4-2001, and California Code of Regulations, Section 11040(11). In addition, BEAUTY SOLUTIONS and/or DOES fail to provide Plaintiffs and the Aggrieved Employees with

another duty-free meal period of not less than thirty (30) minutes for every shift of more than ten (10) hours per day.

33. At all times mentioned herein, BEAUTY SOLUTIONS and/or DOES knew and/or should have known that Plaintiffs and the Aggrieved Employees were entitled to be authorized and/or permitted to take legally compliant rest periods in a timely manner or payment of one hour of pay as additional compensation at Plaintiffs' and the Aggrieved Employees' regular rate of pay when they were not authorized and/or permitted to take a legally compliant rest period.

34. At all times mentioned herein, BEAUTY SOLUTIONS and/or DOES breach the legal duty to provide lawful rest periods to employees.

35. By failing to provide paid net ten (10) minute rest periods for every four (4) hours or major fraction thereof, worked per day by Plaintiffs and all Aggrieved Employees and by failing to provide compensation for these periods, BEAUTY SOLUTIONS and/or DOES willfully violate the provisions of Labor Code section 226.7, IWC Wage Order No. 4-2001, and California Code of Regulations, Section 11040(12).

36. At all times mentioned herein, BEAUTY SOLUTIONS and/or DOES knowingly and intentionally provide wage statements to employees that fail to specifically itemize everything required under *California Labor Code* section 226(a).

37. At all times mentioned herein, BEAUTY SOLUTIONS and/or DOES knew and/or should have known that Plaintiffs and the Aggrieved Employees were entitled to receive complete and accurate pay statements in accordance with California law.

38. At all times mentioned herein, BEAUTY SOLUTIONS and/or DOES knew and/or should have known that they were not providing complete and accurate pay statements in accordance with California law to Plaintiffs and the Aggrieved Employees.

39. At all times mentioned herein, BEAUTY SOLUTIONS and/or DOES fail to pay all wages owed to Plaintiffs and to other terminated or resigned Aggrieved Employees and failed to timely pay wages during employment.

40. At all times mentioned herein, BEAUTY SOLUTIONS and/or DOES knew and/or should have known that they had a duty to compensate Plaintiffs and the Aggrieved Employees in

accordance with California law, and that BEAUTY SOLUTIONS and DOES have the ability to pay such compensation, but willfully and intentionally failed to do so, and BEAUTY SOLUTIONS and DOES falsely represent to Plaintiffs and the Aggrieved Employees that they were properly compensating Plaintiffs and the Aggrieved Employees.

41. At all times mentioned herein, BEAUTY SOLUTIONS and/or DOES knowingly and intentionally fail to pay all wages owed to Plaintiffs and the Aggrieved Employees in a timely manner at the time non-exempt, hourly employees terminated their employment – either voluntarily or involuntarily – with BEAUTY SOLUTIONS and/or DOES.

42. At all times mentioned herein, BEAUTY SOLUTIONS and/or DOES knew and/or should have known that Plaintiffs and the Aggrieved Employees were entitled to timely wages at the time of termination. BEAUTY SOLUTIONS and/or DOES did not timely pay all wages owed, straight-time wages owed, overtime wages owed, meal period premiums, and rest period premiums owed at the time of termination.

43. At all times mentioned herein, BEAUTY SOLUTIONS and/or DOES fail to pay Plaintiffs and the Aggrieved Employees a sum certain at the time of termination or within seventy-two (72) hours of their resignation, and have failed to pay those sums for thirty (30) days thereafter.

44. At all times mentioned herein, BEAUTY SOLUTIONS and/or DOES knew and/or should have known that they had a duty to compensate Plaintiffs and the other Aggrieved Employees in accordance with California law, and that BEAUTY SOLUTIONS and/or DOES had the ability to pay such compensation, but willfully and intentionally failed to do so, and Defendant and DOES falsely represented to Plaintiffs and the other aggrieved employees that they were properly compensating Plaintiffs and the other Aggrieved Employees.

45. At all times mentioned herein, BEAUTY SOLUTIONS and/or DOES knew and/or should have known that Plaintiffs and the Aggrieved Employees were entitled to receive be reimbursed for business expenses in accordance with California law.

46. Plaintiffs bring this action on behalf of themselves and all Aggrieved Employees defined as all employees BEAUTY SOLUTIONS misclassified by as exempt under the outside salesperson exemption beginning one year prior to the date Plaintiffs sent notice to the LWDA.

1 47. Plaintiffs reserve the right to amend or modify the definition of Aggrieved Employees with
2 respect to the issues or in any other way.

3 **FIRST CAUSE OF ACTION AGAINST BEAUTY SOLUTIONS AND/OR DOES: Violation of**
4 **the PAGA for Failure to Pay Straight Time Wages (*California Labor Code* §2698 et. seq.).**

5 48. Plaintiffs re-allege and hereby incorporate each and every paragraph of this Complaint herein
6 as if fully plead.

7 49. BEAUTY SOLUTIONS and/or DOES have had a continuous policy of not paying Plaintiffs
8 and the Aggrieved Employees for all hours worked.

9 50. It is fundamental that an employer must pay its employees for the time worked. *California*
10 *Labor Code* section 222 prohibits the withholding on part of a wage. *California Labor Code*
11 section 223 prohibits the payment of less than a statutory or contractual wage scale. *California*
12 *Labor Code* sections 1194 – 1197.1 prohibit the payment of less than the minimum wage.
13 *California Labor Code* section 224 only permits deductions from wages when the employer is
14 required or empowered to do so by state or federal law or when the deduction is expressly
15 authorized in writing by the employee for specified purposes that do not in effect reduce the
16 agreed upon wage.

17 51. Section 1197.1 of the *California Labor Code* states “[a]ny employer or other person acting
18 individually as an officer, agent, or employee of another person, who pays or causes to be paid
19 to any employee a wage less than the minimum fixed by an applicable state or local law, or by
20 an order of the commission shall be subject to a civil penalty, restitution of wages, liquidated
21 damages payable to the employee, and any applicable penalties pursuant to Section 203.”

22 52. Defendant and/or DOES have a continuous policy of not paying Plaintiffs and Aggrieved
23 Employees for all hours worked. Defendant and/or DOES only pay commission to Plaintiffs
24 and Aggrieved Employees, which only pays a percentage of sales. Plaintiffs and Aggrieved
25 Employees endure substantial hours performing non-sales work, such as, but not limited to,
26 driving, filling out paperwork, setting up and maintaining accounts, performing office work,
27 performing seminars, and attending trade shows, which is not compensated from the
28 Commission.

1 53. Furthermore, when Plaintiffs and Aggrieved Employees are able to take meal periods,
2 Plaintiffs and Aggrieved Employees are not relieved of all duties and/or employer control
3 during their meal periods. Specifically, Plaintiffs and Aggrieved Employees worked through
4 their meal periods to satisfy their demanding work duties imposed by Defendant and/or DOES,
5 thereby denying them the right to be completely free from employer control under California
6 law.

7 54. Failing to pay for all hours worked while under BEAUTY SOLUTIONS's and/or DOES'
8 control and/or while suffered or permitted to work has resulted in Plaintiffs and the Aggrieved
9 Employees being deprived of straight time wages.

10 55. Plaintiffs and the Aggrieved Employees have suffered, and continue to suffer, substantial
11 unpaid wages, and lost interest on such wages, and expenses.

12 56. Plaintiffs and the Aggrieved Employees were employed by BEAUTY SOLUTIONS and/or
13 DOES at all relevant times. BEAUTY SOLUTIONS and/or DOES were required to
14 compensate Plaintiffs and the Aggrieved Employees for all hours worked and were prohibited
15 from making deductions that had the effect of reducing the agreed upon wage.

16 57. BEAUTY SOLUTIONS and/or DOES commit the acts alleged herein knowingly and willfully,
17 with the wrongful and deliberate intention of injuring Plaintiffs and the Aggrieved Employees.

18 58. These claims are on behalf of Plaintiffs and all Aggrieved Employees.

19 59. Plaintiffs, as former employees of BEAUTY SOLUTIONS and/or DOES who BEAUTY
20 SOLUTIONS and/or DOES fail to pay all wages. Therefore, Plaintiffs are aggrieved
21 employees with standing to bring an action under the PAGA. Plaintiffs satisfy all prerequisites
22 to serve as representatives of the general public to enforce California's labor laws, and the
23 penalty provisions identified in *California Labor Code* section 2699.5.

24 60. Plaintiffs, as representatives of the people of the State of California, will seek any and all
25 penalties otherwise capable of being collected by the Labor Commission and/or the
26 Department of Labor Standards Enforcement ("DLSE"). This includes each of the following,
27 as set forth in *California Labor Code* section 2699.5, which provides that section 2699.3(a)
28 applies to any alleged violation of the following provisions: sections 510, 1194, 1197, and

1199.

61. Pursuant to *California Labor Code* section 2699(f), Plaintiffs, as aggrieved employees, on behalf of themselves and the other Aggrieved Employees, seek recovery of applicable civil penalties: one hundred dollars (\$100.00) for each Aggrieved Employee per pay period for the initial violation per *California Labor Code* section 2699(f)(2) and two hundred dollars (\$200.00) for each Aggrieved Employee per pay period for each subsequent violation, per *California Labor Code* section 2699(f)(2).

62. In the alternative, Plaintiffs, as aggrieved employees, on behalf of themselves and other Aggrieved Employees, seek penalties pursuant to *California Labor Code* section 558 for violations pursuant to this chapter or any provisions regulating hours and days of the week of the Industrial Welfare Commission under *California Labor Code* sections 558(a)(1) and 558(a)(2).

SECOND CAUSE OF ACTION AGAINST BEAUTY SOLUTIONS AND/OR DOES: Violation of the PAGA for Failure to Pay All Overtime Wages Owed

63. Plaintiffs re-allege and hereby incorporate each and every paragraph of this Complaint herein as if fully plead.

64. *California Labor Code* section 510 states that eight (8) hours of labor constitutes a day's work. Any work in excess of eight (8) hours in one workday and any work in excess of forty (40) hours in any one workweek and the first eight (8) hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half (1.5) times the regular rate of pay for an employee.

65. *California Labor Code* section 510 dictates that any work in excess of twelve (12) hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight (8) hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.

66. BEAUTY SOLUTIONS and/or DOES fail to pay overtime when employees worked over eight (8) hours per day and when employees worked over forty (40) hours per week.

67. Defendant and/or DOES have a continuous policy of not paying Plaintiffs and Aggrieved

1 Employees for all hours worked. Specifically, Defendant and/or DOES only pay commission
2 to Plaintiffs and Aggrieved Employees, which only pays a percentage of sales. Plaintiffs and
3 Aggrieved Employees endure substantial hours performing non-sales work, such as, but not
4 limited to, driving, filling out paperwork, setting up and maintaining accounts, performing
5 office work, performing seminars, and attending trade shows, which is not compensated from
6 the Commission. Plaintiffs and Aggrieved Employees are not paid for this time, and when
7 Plaintiffs and Aggrieved Employees work over eight (8) hours in a shift and forty (40) hours
8 in a week, these unpaid hours must be compensated at an overtime rate.

9 68. Furthermore, when Plaintiffs and Aggrieved Employees are able to take meal periods,
10 Plaintiffs and Aggrieved Employees are not relieved of all duties and/or employer control
11 during their meal periods. Specifically, Plaintiffs and Aggrieved Employees worked through
12 their meal periods to satisfy their demanding work duties imposed by Defendant and/or DOES,
13 thereby denying them the right to be completely free from employer control under California
14 law. When Plaintiffs and Aggrieved Employees work over eight (8) hours in a shift and forty
15 (40) hours in a week, these unpaid hours must be compensated at an overtime rate.

16 69. Plaintiffs and Aggrieved Employees are informed and believe and thereon allege that
17 Defendant and/or DOES breached the legal duty to pay full wages to Plaintiffs and Aggrieved
18 Employees by failing to pay Plaintiff and Aggrieved Employees for time when Plaintiffs and
19 Aggrieved Employees were not relieved of all duties and/or employer control. By failing to
20 pay for this time when Plaintiffs and Aggrieved Employees work over eight (8) hours in a shift
21 and forty (40) hours in a week, these unpaid hours must be compensated at an overtime rate.

22 70. Plaintiffs and the Aggrieved Employees have suffered, and continue to suffer, substantial
23 unpaid wages, and lost interest on such wages, and expenses.

24 71. These claims are on behalf of Plaintiffs and all Aggrieved Employees.

25 72. Plaintiffs, as representatives of the people of the State of California, will seek any and all
26 penalties otherwise capable of being collected by the Labor Commission and/or the
27 Department of Labor Standards Enforcement (DLSE) for violations of *California Labor Code*
28 section 510.

1 73. Plaintiffs, as representatives of the people of the State of California, will seek all penalties
2 otherwise capable of being collected by the Labor Commission and/or the DLSE. This includes
3 each of the following, as set forth in *California Labor Code* section 2699.5, which provides
4 that section 2699.3(a) applies to any alleged violation of the following provisions: sections
5 222, 223, and 510.

6 74. Pursuant to *California Labor Code* section 2699(f), Plaintiffs, as aggrieved employees, on
7 behalf of themselves and the other Aggrieved Employees, seek recovery of applicable civil
8 penalties: one hundred dollars (\$100.00) for each Aggrieved Employee per pay period for the
9 initial violation per *California Labor Code* section 2699(f)(2) and two hundred dollars
10 (\$200.00) for each Aggrieved Employee per pay period for each subsequent violation, per
11 *California Labor Code* section 2699(f)(2).

12 75. In the alternative, Plaintiffs, as aggrieved employees, on behalf of themselves and other
13 Aggrieved Employees, seeks penalties pursuant to *California Labor Code* section 558 for
14 violations pursuant to this chapter or any provisions regulating hours and days of the week of
15 the Industrial Welfare Commission under *California Labor Code* sections 558(a)(1) and
16 558(a)(2).

17 **THIRD CAUSE OF ACTION AGAINST BEAUTY SOLUTIONS AND/OR DOES: Violation**
18 **of the PAGA for Failure to Provide Meal Periods (*California Labor Code* §2698 et. seq.).**

19 76. Plaintiffs re-allege and hereby incorporate each and every paragraph of this Complaint herein
20 as if fully plead.

21 77. Under *California Labor Code* section 512, and IWC Wage Order 5-2001, no employer shall
22 employ any person for a work period of more than five (5) hours without providing a meal
23 period of not less than thirty (30) minutes. During this meal period of not less than thirty (30)
24 minutes, the employee is to be completely free of the employer's control and must not perform
25 any work for the employer. If the employee does perform work for the employer during the
26 thirty (30) minute meal period, the employee has not been provided a meal period in
27 accordance with the law. Also, the employee is to be compensated for any work performed
28 during the thirty (30) minute meal period.

1 78. In addition, an employer may not employ an employee for a work period of more than ten (10)
2 hours per day without providing the employee with another meal period of not less than thirty
3 (30) minutes.

4 79. Under *California Labor Code* section 226.7, if the employer does not provide an employee a
5 meal period in accordance with the above requirements, the employer shall pay the employee
6 one (1) hour of pay at the employee's regular rate of compensation for each workday that the
7 meal period is not provided.

8 80. Defendant and/or DOES breached the legal duty to provide meal periods to employees by
9 imposing a continuous and consistent policy requiring Plaintiffs and Aggrieved Employees to
10 work through their meal periods to satisfy the demanding workload duties imposed by
11 Defendant and/or DOES, thereby denying Plaintiffs and Aggrieved Employees of the right to
12 be completely free from employer control under California law. Mainly, Defendant and/or
13 DOES relied on its misclassification of Plaintiffs and Aggrieved Employees as exempt in
14 failing to provide meal periods.

15 81. Furthermore, even when Plaintiffs and Aggrieved Employees are able to take a meal period,
16 Plaintiffs and Aggrieved Employees are not relieved of all duties and/or employer control
17 during their meal periods, as they always have to answer calls from Defendant and/or DOES.

18 82. Alternatively, Defendant and/or DOES breached the legal duty to provide meal periods to
19 employees by failing to provide employees with meal periods within the timeframes outlined
20 by California law. Specifically, Defendant and/or DOES fail to provide Plaintiffs and
21 Aggrieved Employees with meal periods within the first five (5) continuous hours of work.

22 83. Additionally, Defendant's and/or DOES' policies fail to provide meal periods to Plaintiffs and
23 Aggrieved Employees that are at least thirty (30) minutes long.

24 84. Further, Defendant and/or DOES instituted a consistent policy/practice of not providing second
25 meal periods to Plaintiffs and Aggrieved Employees and/or providing compensation in lieu
26 thereof. Specifically, Plaintiffs and Aggrieved Employees are required to work shifts greater
27 than ten (10) hours long but never received second meal periods before the tenth hour of work
28 in shifts over ten (10) hours long.

1 85. Moreover, BEAUTY SOLUTIONS and/or DOES fail to record and/or maintain records of the
2 time that Plaintiffs and the Aggrieved Employees take meal periods.

3 86. BEAUTY SOLUTIONS and/or DOES have a consistent policy and/or practice of not
4 providing second meal periods to Plaintiffs and the Aggrieved Employees and/or providing
5 compensation in lieu thereof. Specifically, Plaintiffs and the Aggrieved Employees were not
6 provided with second meal periods when they worked ten (10) to twelve (12) hours.

7 87. By failing to provide statutory first and/or second meal periods, and by failing to provide
8 compensation for unprovided meal periods, as alleged above, BEAUTY SOLUTIONS and/or
9 DOES willfully violate the provisions of the *California Labor Code* section 226.7 and 512.

10 88. These claims are on behalf of Plaintiffs and all Aggrieved Employees.

11 89. By failing to provide statutory first and/or second meal periods, and by failing to provide
12 compensation for unprovided meal periods, as alleged above, BEAUTY SOLUTIONS and/or
13 DOES willfully violate the provisions of *California Labor Code* sections 226.7 and 512, and
14 IWC Wage Order No. 4-2001.

15 90. As a result of the unlawful acts of BEAUTY SOLUTIONS and/or DOES, Plaintiffs and the
16 Aggrieved Employees have been deprived of premium wages and/or other compensation in
17 amounts to be determined at trial, and are entitled to recovery of such amounts, plus interest,
18 attorneys' fees, and costs.

19 91. During the relevant time period, Plaintiffs and the Aggrieved Employees who were scheduled
20 to work for a period of time in excess of six (6) hours were required to work for periods longer
21 than five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes.

22 92. During the relevant time period, Plaintiffs and the Aggrieved Employees who were scheduled
23 to work for a period of time in excess of ten (10) hours and/or (12) hours, and who did not
24 waive their legally-mandated meal periods by mutual consent were required to work in excess
25 of ten (10) hours and/or twelve (12) hours without receiving a second uninterrupted meal
26 period of not less than thirty (30) minutes.

27 93. During the relevant time period, BEAUTY SOLUTIONS and/or DOES fail to pay Plaintiffs
28 and the Aggrieved Employees the full meal period premium due pursuant to *California Labor*

Code section 226.7.

94. BEAUTY SOLUTIONS's and/or DOES' conduct violates applicable IWC Wage Order 4-2001 and *California Labor Code* sections 226.7 and 512(a).

95. Plaintiffs, as employees who unlawfully were deprived of first and second meal periods, are Aggrieved Employees with standing to bring an action under the PAGA. Plaintiffs have satisfied all prerequisites to serve as a representative of the general public to enforce California's labor laws, and the penalty provisions identified in *California Labor Code* section 2699.5 for violations of *California Labor Code* sections 226.7 and 512.

96. Plaintiffs, as representatives of the people of the State of California, will seek all penalties otherwise capable of being collected by the Labor Commission and/or the DLSE. This includes each of the following, as set forth in *California Labor Code* section 2699.5, which provides that section 2699.3(a) applies to any alleged violation of the following provisions: sections 226.7, and 512.

97. Pursuant to *California Labor Code* section 2699(f), Plaintiffs, as Aggrieved Employees, on behalf of themselves and the other Aggrieved Employees, seek recovery of applicable civil penalties: one hundred dollars (\$100.00) for each Aggrieved Employee per pay period for the initial violation per *California Labor Code* section 2699(f)(2) and two hundred dollars (\$200.00) for each Aggrieved Employee per pay period for each subsequent violation, per *California Labor Code* section 2699(f)(2).

98. In the alternative, Plaintiffs, as Aggrieved Employees, on behalf of themselves and other Aggrieved Employees, seek penalties pursuant to *California Labor Code* section 558 for violations pursuant to this chapter or any provisions regulating hours and days of the week of the Industrial Welfare Commission under *California Labor Code* sections 558(a)(1) and 558(a)(2).

FOURTH CAUSE OF ACTION AGAINST BEAUTY SOLUTIONS AND/OR DOES: Violation of the PAGA for Failure to Provide Rest Periods (*California Labor Code* §2698 et. seq.).

99. Plaintiffs re-allege and hereby incorporate each and every paragraph of this Complaint herein as if fully plead.

1 100. Industrial Welfare Commission Order No. 4-2001 section 12(A) states “[e]very employer shall
2 authorize and permit all employees to take rest periods, which insofar as practicable shall be
3 in the middle of each work week period. The authorized rest period time shall be based on the
4 total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major
5 fraction thereof.”

6 101. At all times mentioned herein, BEAUTY SOLUTIONS and/or DOES fail to authorize and/or
7 permit rest period time based upon the total hours worked daily at the rate of ten (10) minutes
8 net rest time per four (4) hours or major fraction thereof.

9 102. Defendant and/or DOES in their commission pay structure did not compensate Plaintiffs and
10 Aggrieved Employees for paid-rest periods Defendant and/or DOES did not separately pay
11 Plaintiffs and Aggrieved Employees for 10-minute rest periods. In addition, Defendant and/or
12 DOES breached the legal duty to provide rest periods to Plaintiffs and Aggrieved Employees
13 by imposing a continuous and consistent policy of requiring Plaintiffs and Aggrieved
14 Employees to work through their rest periods to satisfy the demanding workload duties
15 imposed by Defendant and/or DOES, thereby denying Plaintiffs and Aggrieved Employees of
16 the right to be completely free from employer control under California law.

17 103. Additionally, Defendant and/or DOES have a continuous policy and practice that fails to
18 provide Plaintiffs and Aggrieved Employees with rest periods “at the rate of ten (10) minutes
19 net rest time per four (4) hours or major fraction thereof.” Specifically, Defendant and/or
20 DOES do not provide Plaintiffs and Aggrieved Employees with rest periods consisting of ten
21 (10) minutes net rest time, nor do they provide them with a rest period per four (4) hours
22 worked or major fraction thereof.

23 104. Further, when Plaintiffs and Aggrieved Employees are able to take a rest period, Plaintiffs and
24 Aggrieved Employees are not relieved of all duties and/or employer control during their rest
25 periods, as they always have to answer calls from Defendant and/or DOES.

26 105. By failing to provide rest periods for every four (4) hours or major fraction thereof worked per
27 day by Plaintiffs and the Aggrieved Employees, and by failing to provide compensation for
28 these unprovided rest periods, as alleged above, BEAUTY SOLUTIONS and/or DOES

- 1 willfully violate the provisions of *California Labor Code* section 226.7.
- 2 106. These claims are on behalf of Plaintiffs and all Aggrieved Employees.
- 3 107. Plaintiffs, as employees who were unlawfully deprived of paid ten (10) minute rest periods,
4 are aggrieved employees with standing to bring an action under the PAGA. Plaintiffs have
5 satisfied all prerequisites to serve as representatives of the general public to enforce
6 California's labor laws, and the penalty provisions identified in *California Labor Code* section
7 2699.5 for violations of *California Labor Code* section 226.7.
- 8 108. Plaintiffs, as representatives of the people of the State of California, will seek all penalties
9 otherwise capable of being collected by the Labor Commission and/or the DLSE. This includes
10 each of the following, as set forth in *California Labor Code* section 2699.5, which provides
11 that section 2699.3(a) applies to any alleged violation of the following provisions: section
12 226.7.
- 13 109. Pursuant to *California Labor Code* section 2699(f), Plaintiffs, as Aggrieved Employees, on
14 behalf of themselves and the other Aggrieved Employees, seek recovery of applicable civil
15 penalties: one hundred dollars (\$100.00) for each Aggrieved Employee per pay period for the
16 initial violation per *California Labor Code* section 2699(f)(2) and two hundred dollars
17 (\$200.00) for each Aggrieved Employee per pay period for each subsequent violation, per
18 *California Labor Code* section 2699(f)(2).
- 19 110. In the alternative, Plaintiffs, as aggrieved employees, on behalf of themselves and other
20 Aggrieved Employees, seek penalties pursuant to *California Labor Code* section 558 for
21 violations pursuant to this chapter or any provisions regulating hours and days of the week of
22 the Industrial Welfare Commission under *California Labor Code* sections 558(a)(1) and
23 558(a)(2).

24 **FIFTH CAUSE OF ACTION AGAINST BEAUTY SOLUTIONS AND/OR DOES: Violation of**
25 **the PAGA for Knowing and Intentional Failure to Comply with Itemized Employee Wage**
26 **Statement Provisions (*California Labor Code* §2698 et. seq.).**

- 27 111. Plaintiffs re-allege and hereby incorporate each and every paragraph of this Complaint herein
28 as if fully plead.

1 112. *California Labor Code* section 226(a) requires BEAUTY SOLUTIONS and/or DOES to
2 itemize in wage statements all deductions from payment of wages and to accurately report total
3 hours worked by Plaintiffs and the Aggrieved Employees. *California Labor Code* section
4 226(a) requires BEAUTY SOLUTIONS and/or DOES, at the time of each payment of wages,
5 to “furnish each of her or her employees, either as an detachable part of the check, draft, or
6 voucher paying the employee’s wages, or separately when wages are paid by personal check
7 or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total
8 hours worked by the employee...(3) the number of piece-rate units earned and any applicable
9 piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all
10 deductions made on written orders of the employee may be aggregated and shown as one item,
11 (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7)
12 the name of the employee and only the last four digits of his or her social security number or
13 an employee identification number other than the social security number, (8) the name and
14 address of the legal entity that is the employer...(9) all applicable hourly rates in effect during
15 the pay period and the corresponding number of hours worked at each hourly rate and the
16 corresponding number of hours worked at each hourly rate by the employee....”

17 113. *California Labor Code* section 226(a) also requires that “deductions made from payment of
18 wages shall be recorded in ink or other indelible form, properly dated, showing the month, day
19 and year, and a copy of the statement and the record of the deductions shall be kept on file by
20 the employer for at least three years at the place of employment or at a central location within
21 the State of California.”

22 114. BEAUTY SOLUTIONS and/or DOES have knowingly and intentionally failed to comply with
23 *California Labor Code* section 226(a) on each and every wage statement provided to Plaintiffs
24 and the Aggrieved Employees.

25 115. *California Labor Code* section 1174 requires BEAUTY SOLUTIONS and/or DOES to
26 maintain and preserve, in a centralized location, records showing the daily hours worked by
27 and the wages paid to its employees. BEAUTY SOLUTIONS and/or DOES have knowingly
28 and intentionally failed to comply with *California Labor Code* section 1174. The failure of

- 1 BEAUTY SOLUTIONS and/or DOES, and each of them, to comply with *California Labor*
2 *Code* section 1174 is unlawful pursuant to *California Labor Code* section 1175.
- 3 116. BEAUTY SOLUTIONS and/or DOES fail to maintain accurate time records - as required by
4 IWC Wage Order No. 5-2001(7), and *California Code of Regulations*, Title 8, section 11050 -
5 showing, among other things, when the employee begins and ends each work period, the total
6 daily hours worked in itemized wage statements, total wages, bonuses and/or incentives
7 earned, and all deductions made.
- 8 117. BEAUTY SOLUTIONS and/or DOES have knowingly and intentionally failed to provide
9 Plaintiffs and the Aggrieved Employees with accurate itemized wage statements which show:
10 “(1) gross wages earned, (2) total hours worked by the employee... (3) the number of piece-
11 rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4)
12 all deductions, provided that all deductions made on written orders of the employee may be
13 aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period
14 for which the employee is paid, (7) the name of the employee and only the last four digits of
15 his or her social security number or an employee identification number other than a social
16 security number, (8) the name and address of the legal entity that is the employer and, if the
17 employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name
18 and address of the legal entity that secured the services of the employer, and (9) all applicable
19 hourly rates in effect during the pay period and the corresponding number of hours worked at
20 each hourly rate by the employee[.]” *California Labor Code* section 226(a).
- 21 118. BEAUTY SOLUTIONS and/or DOES knowingly and intentionally did not itemize the total
22 hours worked on wage statements as *California Labor Code* section 226, subsection (a),
23 requires. In every pay period during the period of the relevant statute of limitations, BEAUTY
24 SOLUTIONS and/or DOES knowingly and intentionally did not include the total hours worked
25 on wage statements. BEAUTY SOLUTIONS and/or DOES therefore knowingly and
26 intentionally fail to itemize the total hours worked on Plaintiffs’ and the Aggrieved Employees’
27 wage statements.
- 28 119. In every pay period during the period of the relevant statute of limitations, Defendant and/or

DOES knowingly and intentionally did not itemize the total hours worked on wage statements as *California Labor Code* section 226, subsection (a), requires. Defendant and/or DOES have a continuous policy of not paying Plaintiffs and the Aggrieved Employee for all hours worked by requiring Plaintiffs and the Aggrieved Employees to work before clocking in, after clocking out, and during meal periods. Plaintiffs and the Aggrieved Employees are not paid for this time. For example, Plaintiffs and the Aggrieved Employees are not paid for commute time or for time spent working during unpaid meal periods. Thus, Plaintiffs and the Aggrieved Employees are owed wages for the unpaid time during which they are subject to Defendant's and/or DOES' control and/or during which they are not free from all work duties. As Defendant and/or DOES knew or had reason to know Plaintiffs and the Aggrieved Employees were working during this time, Defendant and/or DOES knowingly and intentionally failed to comply with *Labor Code* Section 226, subdivision (a).

120. In addition, BEAUTY SOLUTIONS and/or DOES knowingly and intentionally did not itemize meal and rest period premiums owed to Plaintiffs and the Aggrieved Employees on wage statements.

121. Section 246(i) of the *California Labor Code* states, "[a]n employer shall provide an employee with written notice that sets forth the amount of sick leave available, or paid time off an employer provides in lieu of sick leave, for use on either the employee's itemized wage statement described in Section 226 or in a separate writing provided on the designated pay date with the employee's payment of wages."

122. BEAUTY SOLUTIONS and/or DOES fail to itemize sick leave available, or paid time off an employer provides in lieu of sick leave, for use on Plaintiffs' and the Aggrieved Employees' itemized wage statements or in a separate writing provided on the designated pay date with the employee's payment of wages.

123. In every pay period during the period of the relevant statute of limitations, BEAUTY SOLUTIONS and/or DOES knowingly and intentionally did not include the net wages earned on wage statements.

124. As a result of the knowing and intentional failure by BEAUTY SOLUTIONS and/or DOES to

1 comply with itemized employee wage statement provisions, Plaintiffs and the Aggrieved
2 Employees have been able to reconstruct only a reasonable estimate of the hours worked and
3 have, therefore, not received full compensation.

4 125. These claims are on behalf of Plaintiffs and all Aggrieved Employees.

5 126. Plaintiffs, as employees who Defendant and/or DOES failed to provide accurate and itemized
6 wage statements, are aggrieved employees with standing to bring an action under the
7 PAGA. Plaintiffs satisfied all prerequisites to serve as representatives of the general public to
8 enforce California's labor laws, and the penalty provisions identified in *California Labor Code*
9 section 2699.5.

10 127. Plaintiffs, as representatives of the people of the State of California, will seek all penalties
11 otherwise capable of being collected by the Labor Commission and/or the DLSE. This includes
12 each of the following, as set forth in *California Labor Code* section 2699.5, which provides
13 that section 2699.3(a) applies to any alleged violation of the following provisions: sections
14 226, 1174, 1199.

15 128. Pursuant to Labor Code section 2699(f), Plaintiffs, as Aggrieved Employees, on behalf of
16 themselves and the other Aggrieved Employees, seek recovery of applicable civil penalties:
17 one hundred dollars (\$100.00) for each Aggrieved Employee per pay period for the initial
18 violation per Labor Code section 2699(f)(2) and two hundred dollars (\$200.00) for each
19 Aggrieved Employee per pay period for each subsequent violation, per *California Labor Code*
20 section 2699(f)(2).

21 129. In the alternative, Plaintiffs, as Aggrieved Employees, on behalf of themselves and other
22 Aggrieved Employees, seek penalties pursuant to *California Labor Code* section 558 for
23 violations pursuant to this chapter or any provisions regulating hours and days of the week of
24 the Industrial Welfare Commission under *California Labor Code* sections 558(a)(1) and
25 558(a)(2).

26 **SIXTH CAUSE OF ACTION AGAINST BEAUTY SOLUTIONS AND/OR DOES: Violation of**
27 **the PAGA for Failure to Pay Wages Due at Termination and During Employment (*California***
28 ***Labor Code* §2698 et. seq.).**

- 1 130. Plaintiffs re-allege and hereby incorporate each and every paragraph of this Complaint herein
2 as if fully plead.
- 3 131. BEAUTY SOLUTIONS and/or DOES and/or their officers and/or managing agents willfully
4 failed to pay, in a timely manner, wages owed to Plaintiffs and the Aggrieved Employees who
5 left BEAUTY SOLUTIONS's and/or DOES' employ or who were terminated.
- 6 132. Plaintiffs and the Aggrieved Employees who ended their employment with BEAUTY
7 SOLUTIONS and/or DOES during the last year were entitled to be promptly paid all lawful
8 compensation, and other premiums, as required by *California Labor Code* sections 201
9 through 203.
- 10 133. At all relevant times, *California Labor Code* sections 201 and 202 provide that if an employer
11 discharges an employee, the wages earned and unpaid at the time of discharge are due and
12 payable immediately, and if an employee quits his or her employment, his or her wages shall
13 become due and payable no later than seventy-two (72) hours thereafter, unless the employee
14 has given seventy-two (72) hours' notice of his or her intention to quit, in which case the
15 employee is entitled to his or her wages at the time of quitting.
- 16 134. During the relevant time period, BEAUTY SOLUTIONS and/or DOES intentionally and
17 willfully fail to pay Plaintiffs and the Aggrieved Employees who are no longer employed by
18 BEAUTY SOLUTIONS and/or DOES their wages, that were earned and unpaid, within
19 seventy-two (72) hours of their leaving BEAUTY SOLUTIONS's and/or DOES' employ.
- 20 135. BEAUTY SOLUTIONS's and/or DOES' failure to pay Plaintiffs and the Aggrieved
21 Employees who are no longer employed by BEAUTY SOLUTIONS and/or DOES their wages,
22 that were earned and unpaid, within seventy-two (72) hours of their leaving BEAUTY
23 SOLUTIONS's and/or DOES' employ, is in violation of *California Labor Code* sections 201
24 and 202.
- 25 136. *California Labor Code* section 203 provides that when an employer willfully fails to pay wages
26 owed, in accordance with *California Labor Code* sections 201 and 202, the wages of the
27 employee shall continue as a penalty from the due date thereof at the same rate until paid or
28 until and action is commenced; but the wages shall not continue for more than thirty (30) days.

- 1 137. BEAUTY SOLUTIONS and/or DOES fail to pay employees their final wages in accordance
2 with *California Labor Code* sections 201 and 202 because BEAUTY SOLUTIONS and/or
3 DOES pay employees their final wages on the next regularly scheduled pay date.
- 4 138. Plaintiffs, as employee who BEAUTY SOLUTIONS and/or DOES fail to pay all wages, failed
5 to provide a minimum statutory first and/or second meal periods, and failed to provide paid net
6 ten (10) minute rest periods, are Aggrieved Employees with standing to bring an action under
7 the PAGA. Plaintiffs have satisfied all prerequisites to serve as representatives of the general
8 public to enforce California's labor laws, and the penalty provisions identified in *California*
9 *Labor Code* section 2699.5.
- 10 139. Plaintiffs, as representatives of the people of the State of California, seek all penalties
11 otherwise capable of being collected by the Labor Commission and/or the DLSE. This includes
12 each of the following, as set forth in *California Labor Code* section 2699.5, which provides
13 that section 2699.3(a) applies to any alleged violation of the following provisions: sections 201
14 through 203.
- 15 140. These claims are on behalf of Plaintiffs and all Aggrieved Employees.
- 16 141. Pursuant to *California Labor Code* section 2699(f), Plaintiffs, as aggrieved employees, on
17 behalf of themselves and the other Aggrieved Employees, seek recovery of applicable civil
18 penalties: one hundred dollars (\$100.00) for each Aggrieved Employee per pay period for the
19 initial violation per *California Labor Code* section 2699(f)(2) and two hundred dollars
20 (\$200.00) for each Aggrieved Employee per pay period for each subsequent violation, per
21 *California Labor Code* section 2699(f)(2).
- 22 142. In the alternative, Plaintiffs, as aggrieved employees, on behalf of themselves and other
23 Aggrieved Employees, seek penalties pursuant to *California Labor Code* section 558 for
24 violations pursuant to this chapter or any provisions regulating hours and days of the week of
25 the Industrial Welfare Commission under *California Labor Code* section 558(a)(1) and
26 558(a)(2).

27 **SEVENTH CAUSE OF ACTION AGAINST BEAUTY SOLUTIONS AND/OR DOES:**

28 **Violation of the Private Attorneys General Act of 2004 (PAGA) for Failure to Provide Paid Sick**

Days and Failure to Provide Written Notice Setting Forth the Amount of Sick Leave Available
(California Labor Code §2698 et. seq.).

143. Plaintiffs re-allege and hereby incorporate each and every paragraph of this Complaint herein as if fully plead.

144. Section 246(a)(1) of the *California Labor Code* states: “An employee who, on or after July 1, 2015, works in California for the same employer for 30 or more days within a year from the commencement of employment is entitled to paid sick days as specified in this section.”

145. Section 246(c) of the *California Labor Code* states: “An employee shall be entitled to use accrued paid sick days beginning on the 90th day of employment, after which day the employee may use paid sick days as they are accrued.”

146. Section 233(c) of the *California Labor Code* states: “An employer shall not deny an employee the right to use sick leave or discharge, threaten to discharge, demote, suspend, or in any manner discriminate against an employee for using, or attempting to exercise the right to use, sick leave to attend to an illness or the preventive care of a family member, or for any other reason specified in subdivision (a) of Section 246.5.”

147. Section 233(d) of the *California Labor Code* provides relief for violations of this section, stating that “[a]ny employee aggrieved by a violation of this section shall be entitled to reinstatement and actual damages or one day’s pay, whichever is greater, and to appropriate equitable relief.”

148. Section 234 of the *California Labor Code* further forbids employers from adopting an “absence control policy that counts sick leave taken pursuant to Section 233 as an absence that may lead to or result in discipline, discharge, demotion, or suspension is a per se violation of Section 233. An employee working under this policy is entitled to appropriate legal and equitable relief pursuant to Section 233.”

149. Section 246.5 of the *California Labor Code* requires employers provide paid sick days for “[d]iagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee or an employee’s family member.”

150. Section 246(k) of the *California Labor Code* provides that, “[a]n employee may determine

- 1 how much paid sick leave they need to use, provided that an employer may set a renewable
2 minimum increment, not to exceed two hours, for the use of paid sick leave.”
- 3 151. BEAUTY SOLUTIONS and/or DOES fail to provide paid sick days in accordance with these
4 provisions.
- 5 152. BEAUTY SOLUTIONS and/or DOES operate under an absence control policy that counts
6 sick leave taken pursuant to Section 233 as an unauthorized absence that may result in
7 discipline, discharge, demotion, or termination. Thus, BEAUTY SOLUTIONS and/or DOES’
8 sick pay policy punishes Plaintiffs and Aggrieved Employees by way of suspension and/or
9 termination for use of protected and appropriate sick leave.
- 10 153. Section 246(i) of the *California Labor Code* states, “[a]n employer shall provide an employee
11 with written notice that sets forth the amount of sick leave available, or paid time off an
12 employer provides in lieu of sick leave, for use on either the employee’s itemized wage
13 statement described in Section 226 or in a separate writing provided on the designated pay date
14 with the employee’s payment of wages.”
- 15 154. BEAUTY SOLUTIONS and/or DOES fail to itemize sick leave available, or paid time off an
16 employer provides in lieu of sick leave, for use on Plaintiffs’ and the Aggrieved Employees’
17 itemized wage statements or in a separate writing provided on the designated pay date with the
18 employee’s payment of wages.
- 19 155. BEAUTY SOLUTIONS’s and/or DOES’ sick pay policy fails to pay sick pay for all
20 appropriate and protected purposes enumerated in *California Labor Code* sections 233, 234,
21 246, and 246.5, and BEAUTY SOLUTIONS and/or DOES fail to itemize the amount of
22 accrued/available sick leave Plaintiffs and Aggrieved Employees have on wage statements
23 each pay period.
- 24 156. As a result of the unlawful acts of BEAUTY SOLUTIONS and/or DOES, Plaintiffs and the
25 Aggrieved Employees she seeks to represent have been incurred damages, in amounts to be
26 determined at trial, and are entitled to recovery of such amounts, plus interest and penalties
27 thereon, attorneys’ fees and costs, pursuant to *California Labor Code* section 233(e).
- 28 157. These claims are on behalf of Plaintiffs and all Aggrieved Employees.

1 158. Plaintiffs, as employees who were subject to BEAUTY SOLUTIONS's and/or DOES'
2 unlawful sick pay/paid time off policy, are Aggrieved Employees with standing to bring an
3 action under the PAGA. Plaintiffs have satisfied all prerequisites to serve as representatives
4 of the general public to enforce California's labor laws, and the penalty provisions identified
5 in *California Labor Code* section 2699.5

6 159. Plaintiffs, as representatives of the people of the State of California, seek all penalties
7 otherwise capable of being collected by the Labor Commission and/or the DLSE. This includes
8 each of the following, as set forth in *California Labor Code* section 2699.5, which provides
9 that section 2699.3(a) applies to any alleged violation of the following provisions: for
10 violations of the *California Labor Code* sections 233, 234, 246, and 246.5.

11 160. Pursuant to *California Labor Code* section 2699(f), Plaintiffs, as Aggrieved Employees, on
12 behalf of themselves and the other Aggrieved Employees, seek recovery of applicable civil
13 penalties: one hundred dollars (\$100.00) for each Aggrieved Employee per pay period for the
14 initial violation per *California Labor Code* section 2699(f)(2) and two hundred dollars
15 (\$200.00) for each Aggrieved Employee per pay period for each subsequent violation, per
16 *California Labor Code* section 2699(f)(2).

17 161. In the alternative, Plaintiffs, as aggrieved employees, on behalf of themselves and other
18 Aggrieved Employees, seek penalties pursuant to *California Labor Code* section 558 for
19 violations pursuant to this chapter or any provisions regulating hours and days of the week of
20 the Industrial Welfare Commission under *California Labor Code* sections 558(a)(1) and
21 558(a)(2).

22 **EIGHTH CAUSE OF ACTION AGAINST BEAUTY SOLUTIONS AND/OR DOES: Violation**
23 **of the Private Attorneys General Act of 2004 (PAGA) for Failing to Pay Employees Twice Per**
24 **Month (Cal. Lab. Code § 2698 *et. seq.*).**

25 162. Plaintiffs re-allege and hereby incorporate each and every paragraph of this Complaint herein
26 as if fully plead.

27 163. Section 204(a) of the *California Labor Code* requires that all wages earned by any person in
28 any employment are due and payable twice during each calendar month, on days designated in

- 1 advance by the employer as the regular paydays.
- 2 164. *Cal. Lab. Code* § 226 subdivision (a) provides “[a]ll wages . . . earned by any person in any
3 employment are due and payable twice during each calendar month, on days designated in
4 advance by the employer as the regular paydays. Labor performed between the 1st and 15th
5 days, inclusive, of any calendar month shall be paid for between the 16th and 26th day of the
6 month during which the labor was performed, and labor performed between the 16th and the
7 last day, inclusive, of any calendar month shall be paid for between the 1st and 10th day of the
8 following month.”
- 9 165. BEAUTY SOLUTIONS and/or DOES have a consistent policy and/or practice of failing to
10 pay Plaintiffs and the Aggrieved Employees twice per month. By failing to pay employees
11 twice per month, BEAUTY SOLUTIONS and/or DOES willfully violated the provisions of
12 *Cal. Lab. Code* § 204(a).
- 13 166. During the relevant time period, BEAUTY SOLUTIONS and/or DOES intentionally and
14 willfully failed to pay Plaintiffs and the aggrieved employees their wages, that were earned
15 and unpaid, twice during each calendar month.
- 16 167. In addition, BEAUTY SOLUTIONS and/or DOES fail to pay all meal and rest period
17 premiums owed to Plaintiffs and the Aggrieved Employees for BEAUTY SOLUTIONS’s
18 and/or DOES’ failure to provide lawful meal and rest periods.
- 19 168. Alternatively, BEAUTY SOLUTIONS and/or DOES fail to pay wages to Plaintiffs and the
20 Aggrieved Employees earned within seven (7) calendar days of the end of the payroll period
21 in which the wages were earned.
- 22 169. BEAUTY SOLUTIONS and/or DOES failure to pay Plaintiffs and the Aggrieved Employees
23 their wages, that were earned and unpaid, twice during each calendar month, is in violation of
24 *Cal. Lab. Code* § 204.
- 25 170. These claims are for Plaintiffs and all Aggrieved Employees.
- 26 171. Plaintiffs, as employees who Defendant and/or DOES failed pay all wages owed twice per
27 month, is an aggrieved employee with standing to bring an action under the PAGA. Plaintiffs
28 have satisfied all prerequisites to serve as representatives of the general public to enforce

California's labor laws, and the penalty provisions identified in Cal. Lab. Code § 2699.5 for violations of Cal. Lab. Code § 204.

172. Pursuant to Cal. Lab. Code § 2699(f), Plaintiffs, as an aggrieved employee, on behalf of themselves and the other aggrieved employees, seek recovery of applicable civil penalties: one hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation per Cal. Lab. Code § 2699(f)(2) and two hundred dollars (\$200.00) for each aggrieved employee per pay period for each subsequent violation, per Cal. Lab. Code § 2699(f)(2).

173. In the alternative, Plaintiffs, as aggrieved employees, on behalf of themselves and other aggrieved employees, seek penalties pursuant to Cal. Lab. Code § 558 for violations pursuant to this chapter or any provisions regulating hours and days of the week of the Industrial Welfare Commission under Cal. Lab. Code § 558(a)(1) and 558(a)(2). Plaintiffs are not seeking wages pursuant to Cal. Lab. Code § 558(a).

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, individually and on behalf of all other Aggrieved Employees, pray for relief and judgment against Defendant BEAUTY SOLUTIONS and/or DOES, jointly and severally, as follows:

- A. For penalties as provided under *California Labor Code* sections 558(a)(1) and 558(a)(2).
- B. For penalties as provided, per each violation, by the PAGA, *California Labor Code* section 2699, et. seq. for failure to provide compensation at the regular and overtime rate for all time worked;
- C. For penalties as provided, per each violation, by the PAGA, *California Labor Code* section 2699, et. seq. for failure to provide compliant meal periods;
- D. For all statutory penalties for each pay period during which an employee was underpaid due to failure to provide compliant meal periods;
- E. For penalties as provided, per each violation, by the PAGA, *California Labor Code* section 2699, et. seq. for failure to provide all rest periods;
- F. For all statutory penalties provided under *California Labor Code* for each pay period during which an employee was underpaid due to failure to provide paid rest periods;

- 1 G. For penalties as provided, per each violation, by the PAGA, *California Labor Code* section
2 2699, et. seq. for failure to provide accurate, itemized wage statements;
- 3 H. For penalties as provided, per each violation, by the PAGA, *California Labor Code* section
4 2699, et. seq. for failure to timely pay wages at separation;
- 5 I. For penalties as provided, per each violation, by the PAGA, *California Labor Code* section
6 2699, et. seq. for failure to adopt a lawful sick pay policy;
- 7 J. For penalties as provided, per each violation, by the PAGA, Cal. Lab. Code § 2699, *et. seq.*
8 for failure to pay employees all wages owed twice per month; and
- 9 K. For reasonable attorneys' fees and costs under the PAGA, *California Labor Code* section
10 2699(g)(1).

11 **DEMAND FOR JURY TRIAL**

12 Plaintiffs demand a jury trial as to liability.

13
14 **MARA LAW FIRM PC**

15 Date: June 26, 2024

Signed: 

David Mara, Esq.

Jill Vecchi, Esq.

Attorneys for BRITTANY WRIGHT and
KRISTA MICHEL on behalf of themselves,
all others similarly situated, and on behalf of
the general public