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Superior Court of California,
County of Los Angeles
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David W. Slayton,
Executive Officer/Clerk of Court,
By Y. Tarasyuk, Deputy Clerk

Attorney for Plaintiff Marnae Edwards, individually,
and on behalf of herself and all aggrieved employees
pursuant to Labor Code Section 2698 et seq.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

MARNAE EDWARDS, individually, and
on behalf of herself and all aggrieved
employees pursuant to Labor Code
Section 2698 et seq.;

Plaintiff,

vs.

SIMA'S NAIL LAUNGE
CORPORATION, a California
corporation; and SIMA
MAHGEREFTEH, an individual; and
DOES 1-10, inclusive,

Defendants.

CASE NO.: 25STCV04741

COMPLAINT FOR:

- 1. FAILURE TO PAY OVERTIME AND
OTHER WAGES DUE**
 - 2. FAILURE TO PROVIDE REST PERIODS
OR COMPENSATION IN LIEU THEREOF**
 - 3. FAILURE TO PROVIDE MEAL
PERIODS OR COMPENSATION IN LIEU
THEREOF**
 - 4. FAILURE TO TIMELY PAY WAGES
DUE UPON SEPARATION OF
EMPLOYMENT**
 - 5. FAILURE TO COMPLY WITH WAGE
STATEMENT PROVISIONS**
 - 6. VIOLATION OF BUSINESS AND
PROFESSIONS CODE § 17200**
 - 7. CIVIL PENALTIES UNDER
CALIFORNIA LABOR CODE § 2698 ET.
SEQ (PRIVATE ATTORNEYS GENERAL
ACT)**
- DEMAND FOR JURY TRIAL**

Plaintiff MARNAE EDWARDS alleges individually, and on behalf of herself and all aggrieved employees as follows against all Defendants:

I.

INTRODUCTION AND FACTUAL BACKGROUND

1. Defendants have had a consistent policy of voluntarily and knowingly misclassifying their employees as independent contractors, and have failed to pay and provide such misclassified persons, including Plaintiff, wages, compensation and other benefits that California employees are entitled to.

2. Plaintiff's brings this action with respect to Defendants' violation of the California Labor Code ("Labor Code"), inclusive of §§ 201-202, 210, 221, 225.5, 226(a), 226.7, 226.8, 246, 510, 512, 558, 1194, 1197, 1197.1 and 2802 thereof, and their non-compliance with applicable Industrial Welfare Commission Orders.

3. Plaintiff, on behalf of herself, pursuant to Business & Professions Code §§ 17200-17208, also seeks restitution and disgorgement of all benefits Defendants enjoyed from their failure to pay her all wages due.

4. Venue is proper in this judicial district, pursuant to Code of Civil Procedure § 395 because Defendants employed Plaintiff in Los Angeles County, California.

5. Plaintiff, on behalf of herself and all other non-exempt California employees of Defendants employed one year prior to the date Plaintiff first began the process of exhausting the administrative requirements under Labor Code § 2698 et seq., by filing with the Labor and Workforce Development Agency ("LWDA") and serving on Defendants written notice of claims described herein, and continuing throughout and to the present ("Aggrieved Employees"), also seeks civil penalties for Defendants' violations of the California Labor Code under the Private Attorneys General Act of 2004 ("PAGA").

6. Plaintiff and Aggrieved Employees worked at Defendants' nail salon businesses during all times alleged herein, and were not free from the control and directions of the Defendants and did not perform work outside of the Defendants' usual course of business.

7. Plaintiff and Aggrieved Employees were non-exempt employees that were improperly treated by Defendants as independent contractors.

II.

PARTIES

8. Plaintiff MARNAE EDWARDS was employed by Defendants during all relevant times alleged herein as a non-exempt employee in Los Angeles County, California.

9. Defendant SIMA'S NAIL LAUNGE CORPORATION, is a California corporation engaging in business in Los Angeles County, California .

10. Defendant SIMA MAHGEREFTEH is an individual residing in Los Angeles County, California.

11. Defendant SIMA MAHGEREFTEH is an owner, director, officer and/or managing agent of SIMA'S NAIL LAUNGE CORPORATION and is liable for the violations alleged herein pursuant to Labor Code §558.1.

12. The true names and capacities, whether individual, corporate, associate, or otherwise, of Defendants sued herein as DOES 1 to 10, inclusive, are currently unknown to Plaintiff, who therefore sues Defendants by such fictitious names under Code of Civil Procedure § 474. Plaintiff is informed and believes, and based thereon alleges, that each of the Defendants designated herein as a DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of the Defendants designated hereinafter as DOES when such identities become known.

13. Plaintiff is informed and believes, and based thereon alleges, that each Defendant acted in all respects pertinent to this action as the agent of the other Defendant, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and that the acts of each Defendant is legally attributable to the other Defendants.

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III.

FIRST CAUSE OF ACTION

FAILURE TO PAY OVERTIME AND OTHER WAGES DUE

14. Plaintiff incorporates herein by reference and realleges paragraphs 1 through 13 above as though fully set forth.

15. Labor Code §226.8 makes it unlawful, among other things, for any person or employer to willfully misclassify an individual as an independent contractor.

16. Labor Code §1197 makes it unlawful to pay any employee less than the minimum wage fixed by the commission or applicable law.

17. Labor Code §510 provides that any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight 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 times the regular rate of pay for an employee, and that any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee

18. Labor Code §246 provides that an employee who 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.

19. Defendants willfully misclassified and treated Plaintiff as an independent contractor when she was in fact and law a non-exempt employee.

20. Plaintiff was paid ‘commissions’ only, based on services she provided to Defendants’ customers that purchased and paid Defendants for said services.

21. Defendants failed to pay Plaintiff a minimum wage for every hour she worked or portion thereof.

22. Plaintiff was never paid an hourly wage during her employment with Defendants.

23. Included in Defendants’ failure to pay an hourly wage and without limitation, Defendants failed to pay Plaintiff for “non-productive” time spent while she remained under the control and

employ of Defendants and at all times when Defendants denied or otherwise did not have her actively performing nail services. Without limitation of Defendant's obligation to have been paying Plaintiff the appropriate wage for every hour she worked, incidentally, the commissions earned by Plaintiff over the hours she worked most often did not even amount to the mandated minimum hourly rate imposed by law.

24. Plaintiff was required to and routinely worked more than eight hours a day and more than forty hours per week but was denied and never paid overtime wages as required under Labor Code §510.

25. Plaintiff worked more than 30 days for Defendants in year but was denied and did not receive sick pay wages that she was entitled to pursuant to Labor Code §246.

26. Defendants withheld commissions in retribution for customer complaints.

27. Defendants failed to track the hours worked by Plaintiff and did not maintain required records regarding the same, in violation of Labor Code §1174.

28. Plaintiff requested in writing to inspect and receive a copy of her employment records pursuant to Labor Code §226, but Defendants failed to respond or provide such records, giving rise to a \$750.00 penalty due by Defendants to Plaintiff.

29. The Defendants conduct alleged herein, inclusive of its misclassification of Plaintiff and failure to pay wages due, was knowing and willful.

30. As a result of the Defendants' conduct, Plaintiff has been deprived of and seeks all wages due to her in amounts to be determined at trial, including the unpaid balance of the full amount of all minimum wage or overtime compensation due to her, interest thereon and reasonable attorney's fees and costs of suit pursuant to Labor Code § 1194, liquidated damages pursuant to Labor Code § 1194.2, any and all statutory penalties to which she is entitled and such other and further relief prayed for herein or as the Court deems just and proper.

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IV.

SECOND CAUSE OF ACTION

PLAINTIFF AGAINST ALL DEFENDANTS FOR

FAILURE TO PROVIDE REST PERIODS OR COMPENSATION IN LIEU THEREOF

31. Plaintiff incorporates herein by reference and realleges paragraphs 1 through 30 above as though fully set forth.

32. Defendants employed Plaintiff and failed to provide her with required and proper rest periods or pay her premium wages due in lieu thereof in violation of Labor Code § 226.7 and IWC Wage Order No. 2-2001.

33. Defendants had no policy of mandating or requiring rest periods.

34. Plaintiff worked but was denied and unable to take 10-minute, off duty and uninterrupted rest periods for every four (4) hours that she worked or major fraction.

35. Defendants were required but failed to pay Plaintiff one additional hour of pay at her regular rate of compensation for each day she worked without being provided the appropriate rest period(s).

36. Pursuant to Labor Code § 226.7, Plaintiff seeks the payment of all rest period compensation which she is owed for and during a period dating back four (4) years prior to the filing of her action and continuing through the present (the “liability period”), the liability period according to proof and such other and further relief prayed for herein or as the Court deems just and proper such other relief prayed for herein.

V.

THIRD CAUSE OF ACTION

PLAINTIFF AGAINST ALL DEFENDANTS FOR FAILURE

TO PROVIDE MEAL PERIODS OR COMPENSATION IN LIEU THEREOF

37. Plaintiff incorporates herein by reference and realleges paragraphs 1 through 36 above as though fully set forth.

38 Defendants failed to provide Plaintiff with compliant and required meal breaks, and also failed to pay her premium wages in lieu thereof as required by and in violation of Labor Code §§ 226.7, 512, and IWC Wage Order No. 2-2001.

39. Plaintiff was employed and worked more than five hours per day and sometimes more than 10 hours per day and was denied compliant meal breaks as required by Labor Code §512 (employees employed for more than 5 hours in a day are required to be provided a meal period of not less than 30 minutes, and second meal period of not less than 30 minutes if employed for more than 10 hours in a day).

40. Plaintiff was routinely denied, and not authorized to take, a timely, uninterrupted, 30-minute meal period for every shift worked that exceeded five hours in duration, or a second timely, uninterrupted, 30-minute meal period for every shift worked that exceeded ten hours.

41. Plaintiff is entitled to one hour of pay for each day that Defendants failed to properly provide her with one or more meal periods as set forth in Labor Code §§ 226.7 and 512.

42. Plaintiff seeks the payment of all meal period compensation which she is owed during her employment within the four years preceding the filing of her Action, according to proof, and such other and further relief prayed for herein or as the Court deems just and proper.

VI.

FOURTH CAUSE OF ACTION

PLAINTIFF AGAINST ALL DEFENDANTS FOR FAILURE TO TIMELY PAY ALL WAGES DUE UPON SEPARATION OF EMPLOYMENT

43. Plaintiff incorporates herein by reference and realleges paragraphs 1 through 42 above as though fully set forth.

44. California Labor Code § 201 and § 202 require Defendants to pay employees all wages due within 72 hours after resignation of employment or on the day of termination of employment as applicable.

45. Defendants failed to pay all wages due to Plaintiff at separation as required by law.

46. Labor Code § 203 provides that if an employer willfully fails to timely pay wages due at separation, the employer must, as a penalty, continue to pay the subject employee's daily wages until the back wages are paid in full or an action is commenced, not to exceed 30 days of wages.

47. Plaintiff seeks 30 days' wages as a penalty under Labor Code § 203 for Defendants' failure to timely pay legal wages at separation of employment and such further relief prayed for herein or as the Court deems just and proper.

VII.

FIFTH CAUSE OF ACTION

PLAINTIFF AGAINST ALL DEFENDANTS FOR

FAILURE TO COMPLY WITH WAGE STATEMENT PROVISIONS

48. Plaintiff incorporates herein by reference and realleges paragraphs 1 through 47 above as though fully set forth.

49. Section 226(a) of the California Labor Code requires employers to furnish employees, semimonthly or at the time of each payment of wages, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately when wages are paid by personal check or cash, an accurate itemized wage statements in writing showing (1) gross wages earned, (2) total hours worked by the employee..., (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of her or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer..., and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

50. Defendants did not furnish any itemized wage statements to Plaintiff at all, over the entire duration of her employment.

51. Defendants knowingly and intentionally failed to comply with Labor Code § 226(a).

52. Plaintiff is entitled to penalties pursuant to Labor Code § 226(e) to recover the greater of all actual damages or \$50 for the initial pay period in which a violation occurs and \$100 per employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of \$4,000 per employee, and are entitled to an award of costs and reasonable attorneys' fees pursuant to Labor Code § 226(h) and such further relief prayed for herein or as the Court deems just and proper.

VIII.

SIXTH CAUSE OF ACTION

**PLAINTIFF AGAINST ALL DEFENDANTS FOR
UNFAIR COMPETITION PURSUANT TO
BUSINESS & PROFESSIONS CODE § 17200 ET SEQ.**

53. Plaintiff incorporates herein by reference and realleges paragraphs 1 through 52 above as though fully set forth.

54. The conduct of all Defendants as alleged in this Complaint was unfair, unlawful, and harmful to Plaintiff. Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure § 1021.5.

55. Plaintiff is a "person" within the meaning of Business & Professions Code § 17204, and therefore has standing to bring this cause of action.

56. Business & Professions Code § 17200 et seq. prohibits unlawful and unfair business practices.

57. Wage and hour laws express fundamental public policies. Properly providing employees with all wages are fundamental public policies of this State and of the United States. Labor Code § 90.5(a) articulates the public policies of this State to enforce vigorously minimum labor standards, to ensure that employees are not required or permitted to work under substandard and unlawful conditions, and to protect law-abiding employers and its employees from competitors who lower their costs by failing to comply with minimum labor standards.

58. Defendants have violated statutes and public policies. Through the conduct alleged in this Complaint, Defendants, and each of them, have acted contrary to these public policies, have violated specific provisions of the Labor Code, and have engaged in other unlawful and unfair business practices in violation of Business & Professions Code § 17200 et seq. depriving Plaintiff and all interested persons of rights, benefits, and privileges guaranteed to all employees under law.

59. Defendants' conduct, as alleged herein, constitutes unfair competition in violation of § 17200 et seq. of the Business & Professions Code.

60. Defendants, by engaging in the conduct herein alleged, either knew or in the exercise of reasonable care should have known that the conduct was unlawful. As such, it is a violation of § 17200 et seq. of the Business & Professions Code.

61. As a proximate result of the above-mentioned acts of Defendants, Plaintiff has been damaged in a sum as may be proven at the time of trial.

62. Unless restrained by this Court, Defendants will continue to engage in the unlawful conduct, as alleged above. Pursuant to Business & Professions Code § 17200 et seq., this Court should make such orders or judgments, including the appointment of a receiver, as may be necessary to prevent the use or employment, by Defendants, its agents, or employees, of any unlawful or deceptive practice prohibited by the Business & Professions Code, and/or, including but not limited to, disgorgement of profits which may be necessary to restore Plaintiff the money Defendants have unlawfully failed to pay.

X.

SEVENTH CAUSE OF ACTION

**PLAINTIFF AND ALL AGGRIEVED EMPLOYEES AGAINST DEFENDANTS FOR
CIVIL PENALTIES PURSUANT TO LABOR CODE § 2698 et seq.**

63. Plaintiff incorporates herein by reference and realleges paragraphs 1 through 62 above as though fully set forth.

64. Plaintiff alleges the following on behalf of herself and in a representative capacity on behalf of all other non-exempt California employees who currently work or formerly worked for Defendants (“Aggrieved Employees”) and seeks the recovery of civil penalties against Defendants pursuant to Labor Code § 2698 et seq. (the Private Attorneys General Act of 2004, “PAGA”)

65. Defendants knowingly and willfully:

a. Misclassified Plaintiff and Aggrieved Employees as independent contractors, instead of non-exempt employees, in violation of Labor Code § 226.8.

b. Failed to pay Plaintiff and other Aggrieved Employees all minimum, overtime and other wages that were due to them on account of their employment with Defendants in violation of Labor Codes, including but not limited to Labor Code §§ 246, 510, 1197 and IWC 2-2001.

c. Denied Plaintiff and Aggrieved Employees compliant, off-duty 10-minute rest periods for every four (4) hours they worked or major fraction thereof, and failed to pay them premium wages of one hour’s pay for each missed rest period in lieu thereof in violation of Labor Code § 226.7 and IWC Wage Order No. 2-2001.

d. Denied Plaintiff and Aggrieved Employees timely, uninterrupted and compliant 30-minute meal period for every shift worked that exceeded five hours in duration, or a second timely, uninterrupted, 30-minute meal period for every shift worked that exceeded ten hours, and failed to pay premium wages to them in lieu thereof in violation of Labor Code §§ 226.7, 512, and IWC Wage Order 2-2001.

e. Failed to reimburse Plaintiff and Aggrieved Employees for necessary expenditures and losses they incurred in direct consequence of the discharge of their duties, in violation of Labor Code § 2802.

f. Withheld compensation from Plaintiff and Aggrieved Employees in violation of Labor Code §§221.

g. Failed to provide Plaintiff and other Aggrieved Employees with wage statements that fully and accurately itemized the requirements set forth in Labor Code §§ 226(a).

h. Failed to pay Plaintiff and other Aggrieved Employees who were terminated by Defendants all wages due at the separation of their employment in violation of Labor Code §§ 201 and 202.

60. Plaintiff, on behalf of himself and all Aggrieved Employees seeks all civil penalties arising from Defendants' violations of the California Labor Codes and IWC orders referenced above and otherwise based on the facts alleged herein.

61. Pursuant to Labor Code §2699(f), excepting those provisions of PAGA for which a civil penalty is specifically provided, which would include but not be limited to those relating to Labor Code §§226.8 (misclassification), 226.3 (wage statements), 225.5 (withholding wages) and 558, the established penalty for all other violations would be \$100 for each aggrieved employee per pay period for the initial violation and \$200 for each aggrieved employee per pay period for each subsequent violation..

62. Pursuant to applicable law, civil penalties recovered will be allocated 65% to the LWDA and 35% to Aggrieved Employees.

63. In compliance with Labor Code §2699.3, Plaintiff filed by online submission to the Labor and Workforce Development Agency ("LWDA") and by proper service upon Defendants the requisite notice setting forth the facts and theories of the violations alleged against Defendants

64. No notice was received by Plaintiff from the LWDA within sixty-five (65) calendar days of the date of submission of the requisite notice that Plaintiff submitted and therefore Plaintiff may commence this action to seek civil penalties pursuant to Labor Code § 2698 et seq.

XI

RELIEF REQUESTED

WHEREFORE, Plaintiff prays for the following relief:

1. For all unpaid wages and compensatory damages, and statutory penalties, according to proof;

2. For liquidated damages pursuant to Labor Code § 1194.2;
3. For meal and rest period compensation pursuant to Labor Code § 226.7
4. For reimbursement of and indemnification for expenditures, according to proof.
5. For penalties pursuant to Labor Code § 226(e);
6. For penalties under Labor Code §203;
7. For restitution for unfair competition pursuant to Business & Professions Code § 17200 et seq.;
8. For civil penalties arising pursuant to Labor Code § 2698 et seq. for Plaintiff and all other Aggrieved Employees;
9. An award providing for payment of costs of suit pursuant to Labor Code §§ 226(h), 1194, 2699(g)(1), and other applicable law;
10. An award of attorneys' fees pursuant to Labor Code §§ 226(h), 1194, 1194.2, 2699(g)(1), and other applicable law; and
11. Such other and further relief as the Court may deem just and proper.

DATED: February 12, 2025

THE PEERY LAW FIRM

By:



AMIT PEERY, Attorney for Plaintiff