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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

KIRSTIE ASECIO and JESSENIA MARTINEZ,
on behalf of all those similarly situated to them,

Plaintiffs,

v.

REGENT, LP, a California limited partnership;
BEAUTY INTERNATIONAL, LLC, a Delaware
limited liability company; MICHAEL
REINSTEIN, an individual; DEBORAH
WEBSTER, an individual; and DOES 1
THROUGH 100, inclusive,

Defendants.

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County of Los Angeles
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Executive Officer/Clerk of Court,
By G. Delgado, Deputy Clerk

Case No. 26STCV29214

CLASS ACTION

**COMPLAINT FOR
DECLARATORY AND INJUNCTIVE
RELIEF, RESTITUTION, AND
DAMAGES FOR VIOLATIONS OF
THE CALIFORNIA LABOR CODE,
WAGE ORDERS, PRIVATE
ATTORNEYS GENERAL ACT, AND
BUSINESS AND PROFESSIONS
CODE**

1 Plaintiffs Kirstie Asencio and Jessenia Martinez, on behalf of themselves and all others
2 similarly situated, hereby file this class and representative action complaint against Defendants
3 Regent, LP (“Regent”); Beauty International, LLC (“Beauty International”); Michael Reinstein;
4 Deborah Webster; and Does 1 through 100, inclusive (collectively, “Drybar” or “Defendants”).

5 **PRELIMINARY STATEMENT**

6 1. This is a class and representative action on behalf of current and former salon
7 managers who were misclassified as overtime-exempt and required to work overtime hours
8 without overtime premium pay, required to incur significant business expenses without
9 reimbursement, not provided with legally compliant meal and rest breaks, not provided with
10 accurate wage statements, and not paid all wages owed upon separation from employment, in
11 violation of California law.

12 2. Drybar is a chain of salons that offers customers a single hairstyling service:
13 blowouts. A “blowout” is a salon service that entails washing and blow-drying a customer’s
14 hair, ensuring the hair is smooth and styled.

15 3. The chain achieved its early success based in part on the long hours worked by
16 Shop Managers, Dual Managers, Area Managers, and Area Shop Educators (collectively,
17 “Managers”), who were misclassified as overtime-exempt despite spending the vast majority of
18 their time performing non-managerial tasks, such as stocking shelves, greeting and waiting on
19 customers, preparing hair for styling, styling hair, sweeping and mopping floors, sanitizing
20 styling stations and bathrooms, unclogging drains, and answering phones.

21 4. Following a 2020 class action settlement involving the same claims at issue here,
22 Defendants’ predecessor, Drybar Holdings LLC (“Drybar Holdings”), properly reclassified
23 Managers as nonexempt. *See* Order Granting Final Approval of Class Settlement and Plaintiff’s
24 Motion for Attorneys’ Fees and Costs and Class Representative Service Awards, *Galbraith v.*
25 *Drybar Holdings LLC*, Case No. 19STCV16305 (Los Angeles Super. Ct. Dec. 18, 2020).

26 5. In 2021, however, WellBiz Brands acquired the franchise rights to the Drybar
27 brand. Regent, a global private equity firm, acquired 57 shops in or around April 2022,
28 becoming the brand’s largest franchisee. Shortly after the acquisition, Defendants attempted to

1 cut operating costs by re-misclassifying California Managers as overtime-exempt, even though
2 they continued to spend the vast majority of their time performing non-managerial tasks.

3 6. During the relevant statutory period, Managers routinely worked over 40 hours
4 per week and eight hours per day, and at times worked over 12 hours per day—without meal or
5 rest breaks—to meet Defendants’ revenue goals. Though Managers continued to spend
6 significantly more than 50 percent of their time performing non-managerial tasks, Defendants
7 failed to pay them premium pay for their overtime hours worked or for their missed meal and
8 rest breaks, in addition to failing to reimburse them for the business expenses they incurred.

9 7. As a result of Defendants’ unlawful misclassification of Managers as overtime-
10 exempt, they failed to pay Plaintiffs and members of the proposed class for overtime hours
11 worked, in violation of California Labor Code §§ 510 and 1194, and Industrial Welfare
12 Commission (“IWC”) Wage Order No. 5-2001; failed to provide compliant meal and rest
13 periods, in violation of California Labor Code §§ 226.7 and 512, and IWC Wage Order
14 No. 5-2001; failed to maintain and provide accurate wage statements, in violation of California
15 Labor Code §§ 226(a), 1174, and 1174.5, and IWC Wage Order No. 5-2001; failed to reimburse
16 incurred business expenses, in violation of California Labor Code § 2802; failed to pay all earned
17 wages timely and upon discharge, in violation of California Labor Code §§ 201-204 and 210;
18 and violated the Private Attorneys General Act (“PAGA”), California Labor Code §§ 2698 *et*
19 *seq.*

20 8. Plaintiffs seek full compensation on behalf of themselves and all others similarly
21 situated for all unpaid wages, unpaid overtime, denied or non-compliant meal periods, denied or
22 non-compliant rest periods, inaccurate wage statements, waiting time penalties, and
23 unreimbursed business expenses. Plaintiffs further seek penalties on behalf of themselves and
24 the proposed class for Defendants’ violations of the California Labor Code and IWC Wage Order
25 No. 5-2001. Plaintiffs also seek declaratory and injunctive relief, including restitution. Finally,
26 Plaintiffs seek reasonable attorneys’ fees and costs under the California Labor Code and Code of
27 Civil Procedure (“CCP”) § 1021.5.
28

1 **JURISDICTION AND VENUE**

2 9. This Court has jurisdiction over this action pursuant to Article 6, § 10 of the
3 California Constitution and CCP § 410.10.

4 10. Defendants own property, maintain offices, transact business, and/or have an
5 agent or agents within Los Angeles County or otherwise are found within Los Angeles County.
6 Defendants are within the jurisdiction of this Court for purposes of service of process.

7 11. Venue is proper in this Court pursuant to CCP §§ 395(a) and 395.5 because the
8 injuries to the persons complained of herein occurred at least in part in Los Angeles County
9 and/or because Defendants conduct business within Los Angeles County.

10 **THE PARTIES**

11 **Plaintiff Kirstie Asencio**

12 12. Plaintiff Kirstie Asencio, at all times relevant hereto, was a resident of the State of
13 California and currently resides in Hawthorne, California.

14 13. Plaintiff Asencio was jointly employed by Regent and Beauty International as a
15 salaried Dual Manager at Drybar shop locations in El Segundo and Torrance, California, from
16 approximately September 11, 2022, through March 9, 2024.

17 14. Due to labor shortages, Plaintiff Asencio also served as Shop Manager for the
18 Drybar shop location in Culver City, California, from approximately September 2022 through
19 November 2022, in addition to serving as Dual Manager for the shop locations in El Segundo
20 and Torrance.

21 15. At all relevant times, Plaintiff Asencio was a covered employee within the
22 meaning of the California Labor Code and all applicable IWC Wage Orders.

23 **Plaintiff Jessenia Martinez**

24 16. Plaintiff Jessenia Martinez, at all times relevant hereto, was a resident of the State
25 of Nevada and currently resides in North Las Vegas, Nevada.

26 17. Plaintiff Martinez was jointly employed by Regent and Beauty International as a
27 salaried General Manager from approximately April 2022 through September 2022 and as a
28 salaried Area Manager from approximately October 2022 through April 6, 2024.

1 18. Throughout Ms. Martinez’s employment, Defendants required her to cover staff
2 shortages, stock inventory, and meet with Managers in California, including at Drybar’s
3 Downtown Los Angeles, Burbank, Beverly Hills, and West Hollywood shops.

4 19. Between approximately July 2023 and April 6, 2024, Ms. Martinez served as
5 Area Manager for the Drybar shop locations in Glendale and Pasadena, California.

6 20. At all relevant times, Plaintiff Martinez was a covered employee within the
7 meaning of the California Labor Code and all applicable IWC Wage Orders.

8 **Defendant Regent, LP**

9 21. Defendant Regent, LP (“Regent”) is a partnership formed in California with a
10 principal office located at 9720 Wilshire Boulevard, Sixth Floor in Beverly Hills, California.
11 Regent is registered to do business in California.

12 22. During the relevant statutory period, Regent operated at least fifteen Drybar shops
13 in California.

14 23. Regent employed Plaintiffs Asencio and Martinez and has employed each
15 member of the proposed class.

16 24. At all times relevant herein, Regent has maintained control, oversight, and
17 direction over Plaintiffs and members of the proposed class, including over employment
18 practices that applied to them.

19 **Defendant Beauty International, LLC**

20 25. Defendant Beauty International, LLC (“Beauty International”) is a company
21 incorporated in Delaware with its corporate headquarters located at 9720 Wilshire Boulevard,
22 Sixth Floor in Beverly Hills, California. Beauty International is registered to do business in
23 California.

24 26. During the relevant statutory period, Beauty International operated at least fifteen
25 Drybar shops located in California.

26 27. Beauty International employed Plaintiffs Asencio and Martinez and has employed
27 each member of the proposed class.

28. At all times relevant herein, Beauty International has maintained control, oversight, and direction over Plaintiffs and members of the proposed class, including over employment practices that applied to them.

Individual Defendants

29. Michael Reinstein is the Founder, Chairman, and Chief Executive Officer of Regent. Mr. Reinstein resides in California and conducts business in the state of California.

30. Deborah Webster is an Operating Partner of Regent and President of Beauty International. Ms. Webster resides in California and conducts business in the state of California.

31. At all times relevant herein, Mr. Reinstein and Ms. Webster were “persons” as defined in California Labor Code § 18 and California Business and Professions Code § 17201. They were also “employers” or “other person[s] acting on behalf of an employer” as those terms are used in the California Labor Code and IWC Wage Orders regulating wages, hours, and working conditions.

COMMON FACTUAL ALLEGATIONS

32. When Defendants acquired Drybar’s California shops in April 2022, Drybar reverted to and expanded on the profit-maximizing model that led to the *Galbraith* lawsuit. Defendants instructed Managers to perform nonexempt tasks to cut down on hourly labor and began micromanaging staff schedules to “optimize” each shop’s labor costs. As a result of Drybar’s written policies, explicit instructions, and profit-maximizing business model—all of which minimize the number of hours worked by nonexempt employees—each Manager spends most of their working hours in-person at their Drybar locations performing nonexempt tasks.

Plaintiffs and the Proposed Class Were Misclassified as Overtime-Exempt

33. Plaintiffs and members of the proposed class consistently spent the majority of their time performing non-managerial tasks, including but not limited to stocking shelves, greeting and waiting on customers, preparing hair for styling, styling hair, sweeping and mopping floors, sanitizing stations and bathrooms, unclogging drains, and answering the phone. These duties are the same as the duties performed by Drybar’s nonexempt, hourly paid workers.

1 34. Defendants were aware that Plaintiffs and members of the proposed class were
2 performing, and often explicitly directed them to perform, these non-managerial tasks.

3 35. For example, in late spring or early summer 2022, Defendants began instructing
4 “technical” Managers, *i.e.*, those who are certified to style hair, to open their appointment books
5 to clients so Drybar could serve more clients without having to pay more hourly-paid stylists.
6 Defendants also began instructing Managers not to schedule hourly-paid front desk receptionists
7 (“Bartenders”), or to at least limit Bartenders’ hours, on days when Managers were working in-
8 shop so that Managers could perform Bartenders’ job duties, themselves. Technical Managers
9 sometimes performed Bartender duties, such as answering phones and checking in clients, while
10 simultaneously styling clients’ hair.

11 36. Defendants required Managers to work in-shop at least four days per week,
12 thereby maximizing the amount of non-managerial work they could perform. In or around
13 summer 2022, Defendants mandated that Area and Dual Managers work in-person four days per
14 week, with one remote day reserved for administrative work (Managers’ “admin day”), and
15 encouraged them to work in-shop as frequently as possible. Defendants required Shop Managers
16 and Area Shop Educators to work in-shop at least five days per week, without any scheduled
17 admin days, and to be in-shop for at least eight hours on those days.

18 37. Given Defendants’ emphasis on “optimizing” labor costs and despite their
19 designated admin days, Area and Dual Managers often spent more than four days per week in-
20 shop to relieve their hourly-paid staff and ensure their stores met Drybar’s revenue goals.
21 Especially since Area and Dual Managers did not always have Shop Managers assigned to the
22 shops they oversaw, they often were responsible for carrying out Shop Manager duties at those
23 locations *in addition to* their duties as Area or Dual Managers. As a result, they had to work in-
24 store more than the required four days per week to meet Defendants’ revenue goals.

25 38. Defendants implemented several policy changes that forced Managers to perform
26 even more non-managerial work than they had under Drybar’s previous owner, Drybar Holdings
27 LLC (“Drybar Holdings”). Under Drybar Holdings’s ownership, Managers routinely scheduled
28 “ghost” stylists, *i.e.*, stylists without clients on their schedules who could step in to cover other

1 stylists' clients during the stylists' legally mandated meal and rest breaks, and/or to take on walk-
2 in clients. But Defendants began removing ghost stylists from shops' schedules in 2022 and, in
3 January or February 2023, expressly disallowed the practice. Without ghost stylists on their
4 shops' schedules, technical Managers were forced to cover stylists' clients during the stylists'
5 breaks, as well as take on walk-in clients.

6 39. As of approximately February 2023, Defendants stopped hiring non-technical
7 Managers, altogether, so that eventually all Managers would be certified to style hair. This
8 decision aligned with Defendants' strategy of cutting labor costs by forcing Managers to perform
9 nonexempt work.

10 40. Defendants took a hands-on approach to ensuring each shop serviced as many
11 clients as possible while paying as few hourly employees as possible. For example, National
12 Operations Manager Maureen McDonough and her team called, emailed, and texted individual
13 Managers directing them to edit their shops' schedules to reduce the time allocated for individual
14 appointments; "stack" appointments so stylists had no downtime between appointments; and
15 adjust stylist assignments to ensure shops covered their appointments using the fewest hourly-
16 paid stylists possible. They also performed routine audits of each salon's schedule and shortened
17 and stacked appointments, themselves, to minimize the hours worked by both Bartenders and
18 stylists. These frequent adjustments of Managers' books substantially reduced Managers'
19 already-minimal discretion to run their salons.

20 41. Defendants set strict labor-related budget goals for each shop during Dual and
21 Area Managers' weekly conference calls with Drybar management. Each week, Defendants
22 presented a "labor tracker" depicting each salon's revenue compared to its labor costs and, if a
23 shop location was not meeting Drybar's labor budget goals, Defendants required the location's
24 Manager to explain why they were not being met. Managers had no discretion to deviate from
25 Drybar's budgeting formulas.

26 42. President Deborah Webster, Human Resources Director Matt Hall, and Ms.
27 McDonough admonished Managers that if they did not meet Defendants' labor-related budget
28

goals, they would receive a written warning. If a Manager was written up multiple times, Defendants terminated their employment.

43. As a result of the above policies and practices, Plaintiffs and members of the proposed class consistently spent significantly less than half of their working time performing, and Defendants knew or should have known that they spent significantly less than half of their working time performing, managerial and/or overtime-exempt job duties. They also possessed little to no discretion over how to run the shops they oversaw.

Defendants Failed to Pay Plaintiffs and Members of the Proposed Class

All Wages Owed

44. Throughout their employment with Defendants, Plaintiffs and members of the proposed class regularly worked, and Defendants knew they regularly worked, more than eight hours per work day, sometimes more than 12 hours per work day, and more than 40 hours per work week. Yet Defendants failed to pay Plaintiffs and members of the proposed class overtime compensation for any hours worked over eight hours in a work day or 40 hours in a work week.

45. Defendants did not keep accurate records of hours worked by Plaintiffs and members of the proposed class. Defendants did not require Plaintiffs and members of the proposed class to clock in or out, or otherwise record their time worked at the salons they managed or at their homes. As a result, their work hours were not accurately recorded on their pay stubs.

46. Plaintiffs and members of the proposed class regularly worked in excess of five hours without being afforded at least a half-hour meal break in which they were relieved of all work duties. They also sometimes worked in excess of ten hours without being afforded a second half-hour meal break in which they were relieved of all duties.

47. Plaintiffs and members of the proposed class regularly worked in excess of four hours (or major fraction thereof) without being afforded at least one ten-minute rest break in which they were relieved of all duties.

48. When Plaintiffs and members of the proposed class ended their employment with Defendants, Defendants did not pay them all the wages owed to them.

**Defendants Failed to Reimburse Plaintiffs and Members of the Proposed Class
For Business Expenses**

49. Defendants did not reimburse Plaintiffs and members of the proposed class for all business expenses they incurred in the course of performing their jobs.

50. Managers regularly incurred business expenses for gas and mileage, salons supplies, use of their personal cell phone and data plans, and use of their personal washing machines.

51. In the event of supply shortages, Defendants instructed Managers to either pick up supplies from other Drybar shops or purchase them from non-Drybar retailers. Defendants did not consistently reimburse Managers for these costs.

52. Depending on the distances between their assigned shops, Managers drove between approximately 40 and 350 miles and incurred between approximately \$22.40 and \$245 in unreimbursed mileage expenses driving between their assigned shops every month. Managers drove an additional approximately 40 to 150 miles and incurred between approximately \$22.40 and \$105 per month in unreimbursed mileage expenses relating to supply runs.

53. Managers also incurred up to \$50 per month purchasing basic salon supplies such as shampoo and toilet paper when their limited-fund company credit cards were at their limits and nearby Drybar shops did not have adequate stock to borrow.

54. Some Managers had to wash towels at home due to missed pick-ups by the towel washing contractor, Aramark. Despite multiple Managers' bringing this to Defendants' attention during Dual and Area Managers' weekly conference calls, Defendants failed to compensate Managers for the costs associated with additional loads of laundry.

55. Defendants also did not reimburse Managers for the necessary use of their personal cell phones and data plans because of spotty Wi-Fi in their shops. Managers often were forced to use personal data plans or connect their computers to personal hotspots to access appointment books and communicate with both stylists and Drybar management. Managers spent approximately \$80 to \$130 on monthly phone plans to ensure they had adequate data to perform their jobs.

1 56. Defendants either instructed Plaintiffs and members of the proposed class to incur
2 these costs or knew or should have known they were incurring them. Indeed, prior to 2024,
3 Drybar did not even have a reimbursement policy.

4 **Defendants are Either Solely or Jointly and Severally Liable**

5 **For Damages and Penalties**

6 57. Regent, Beauty International, Michael Reinstein, and Deborah Webster are either
7 solely or jointly and severally liable for back pay, restitution, and other economic damages and
8 statutory penalties owed to Plaintiffs and the proposed class and to the Labor Workforce
9 Development Agency (“LWDA”).

10 58. Regent incorporated Beauty International in March 2022, just weeks before its
11 April 2022 announcement that it had acquired Drybar’s California shops, and maintains
12 exclusive control over Beauty International today.

13 59. Regent and Beauty International have the same corporate address: 9720 Wilshire
14 Boulevard, Sixth Floor in Beverly Hills, California.

15 60. Michael Reinstein founded Regent in 2013 and remains its Chairman and Chief
16 Executive Officer. Regent, at his direction, selected and controls Beauty International
17 leadership.

18 61. President Debbie Webster began working for Regent at least as early as 2020, two
19 years prior to Regent’s becoming a Drybar franchisee, when Regent appointed her Chief
20 Executive Officer of Sassoon Global, another Regent portfolio company. She is responsible for
21 the day-to-day operations of Drybar.

22 62. As of April 9, 2025, Ms. Webster was listed on Regent’s “Team” page as an
23 “Operating Partner,” a position within private equity firms referring to an employee tasked with
24 counseling portfolio companies regarding business formation and operation advice. *See* Team,
25 <https://regentlp.com/team> (last visited April 9, 2025), attached hereto as Exhibit 1.

26 63. In a December 2023 podcast interview, while discussing her relationship with
27 Regent, Ms. Webster repeatedly referred to herself and Regent as “we.” In the same interview,
28

1 Ms. Webster did not mention Beauty International, at all, and instead stated that Regent itself
2 served as the franchisee under Drybar's franchisor, WellBiz Brands.

3 64. Regent holds itself out to the public as the employer and decision-maker for
4 Drybar. In its press release announcing its acquisition of the brand's California shops, Regent
5 stated: "As part of the transaction, *Regent will operate 57 Drybar shops and become Drybar's*
6 *largest franchisee* under Drybar Franchisor Wellbiz Brands." (emphases added).

7 65. On its website, Regent touts a hands-on approach to managing its portfolio
8 companies through MCO, the "shared operational infrastructure of Regent's portfolio
9 companies." See MCO, <https://www.regentlp.com/mco> (last visited April 9, 2025), attached
10 hereto as Exhibit 2. According to its website as of April 2025, Regent's "team members are
11 embedded within the companies we work with, providing hands-on support and guidance
12 throughout the transformation process" and its "areas of focus" include "Global Human
13 Resources, Benefits, Payroll Services," "Talent Acquisition," "Retail Operations," "Legal and
14 Intellectual Property Support," and "Operational Performance Improvement and Restructuring."
15 *Id.*

16 66. In January 2026, Regent instituted a "Portfolio Wide Update" that included
17 updates to Drybar's employment policies, including a mandate that all Managers perform their
18 admin days in-person and work in-person in their shops at least five days per week. The slides
19 presented to Managers stated in part: "*Every company in the group* will now operate on a five-
20 day in-business model, anchored by clearly defined centers of gravity in every country where it
21 does business. ... Because it is important that we all lead by example, *each Leader on this call*
22 *must return to a five-day in-shop/office presence starting on the first working day after January*
23 *1, 2026. All admin days must be done in Shop.*" (emphases added).

24 67. Regent is directly involved in day-to-day people management at Drybar. For
25 example, Regent's Director of Human Resources Operations, Christopher Morse, signed
26 numerous Managers' employment contracts, confidentiality agreements, and arbitration
27 agreements. MCO Senior Human Resources Generalist Allie Smith is the employer
28 representative listed on numerous Managers' Family and Medical Leave Act forms. Both Ms.

1 Smith and Beauty International Human Resources Director Matt Hall list the same email address,
2 benefits@drybarshops.com, as their contact information on personnel forms.

3 68. In light of Regent's extensive involvement in and control over Drybar's
4 operations as well as the employment of Plaintiffs and the proposed class, it is jointly and
5 severally liable with Beauty International for violations of the California Labor Code and IWC
6 Wage Orders.

7 **Plaintiff Asencio Exhausted Her Administrative Remedies**

8 69. On June 20, 2024, Plaintiff Asencio provided written notice by online submission
9 and certified mail to the Labor and Workforce Development Agency ("LWDA") and to
10 Defendants of the legal claims and theories asserted in this Complaint. More than sixty-five
11 calendar days have passed since the postmark date of the June 20, 2024, notice provided to the
12 LWDA, and Plaintiff Asencio has not received a response from the LWDA. Accordingly,
13 Plaintiff Asencio has exhausted her administrative remedies pursuant to PAGA. A true and
14 correct copy of Plaintiff's June 20, 2024, PAGA notice is attached hereto as Exhibit 3.

15 70. Effective that same day, Plaintiffs Asencio and Martinez entered into a tolling
16 agreement with Regent and Beauty International. Under the express terms of the tolling
17 agreement, the statutes of limitations for Plaintiff Asencio's representative PAGA claim and
18 Plaintiff Martinez's California Labor Code claims would not run from June 20, 2024, through 14
19 days after either party provided the other with written notice of cancellation (the "Tolling
20 Period").

21 71. On August 31, 2026, Plaintiffs provided written notice to Regent and Beauty
22 International that they were cancelling the tolling agreement. Per the agreement, the statutes of
23 limitations for their claims resumed on September 14, 2026, a total of 816 days after the effective
24 date of the tolling agreement.

ALLEGATIONS FOR CLASS ACTION

72. Plaintiff Martinez brings this class action on behalf of herself and all others similarly situated pursuant to CCP § 382. The class that Plaintiff Martinez seeks to represent is defined as follows:

All individuals who are currently employed, or formerly have been engaged, suffered, or permitted to work as salaried Managers, regardless of their exact title, at any time from April 2022 through the date of judgment in this action.

73. This action has been brought and properly may be maintained as a class action under CCP § 382 because the class is so numerous that joinder is impracticable, there are questions of law and fact common to the proposed class, the claims of the representative plaintiff are typical of the claims of the class, and the representative plaintiff will fairly and adequately represent the interests of the class.

a. Numerosity: The potential members of the proposed class as defined are so numerous that joinder of all members of the proposed class is impracticable. Upon information and belief, Drybar employed at least 40 managers in California between April 2022 and the present.

b. Commonality: There are questions of law and fact common to Plaintiff Martinez and the proposed class that predominate over any questions affecting only individual members of the proposed class. These common questions of law and fact include, without limitation:

i. Whether Defendants violated the California Labor Code and applicable IWC Wage Orders;

ii. Whether Defendants violated California Labor Code §§ 510 and 1194 and IWC Wage Order No. 5-2001 by failing to pay Plaintiff Martinez and other members of the proposed class the applicable overtime premium rates for all hours worked in excess of 40 hours per week and/or eight hours per day;

- 1 iii. Whether Defendants violated California Labor Code §§ 226.7 and 512 and
2 IWC Wage Order No. 5-2001 by failing to provide the bona fide meal and rest
3 breaks to which Plaintiff Martinez and the proposed class are entitled;
- 4 iv. Whether Defendants' timekeeping policies and practices violated the
5 California Labor Code and/or the California Unfair Competition Law by
6 failing to accurately record the actual hours worked, including the start and
7 end time for each workday, meal periods, and total daily hours worked by
8 Plaintiff Martinez and the proposed class or to provide accurate wage
9 statements in violation of the California Labor Code §§ 226, 1174, and 1174.5
10 and the IWC Wage Orders;
- 11 v. Whether Defendants violated California Labor Code § 2802 by failing to
12 reimburse or indemnify Plaintiff Martinez and the proposed class for the
13 expenditures and losses they incurred in using their personal vehicles, cell
14 phones, washing machines, purchasing replacement supplies, or other
15 business-related expenses they were required to incur in the course of
16 discharging their duties;
- 17 vi. Whether Defendants violated California Labor Code §§ 201-204 and 210 by
18 failing to pay Plaintiff Martinez and the proposed class all earned wages
19 timely and upon discharge;
- 20 vii. Whether Defendants' policies and practices constituted unlawful, unfair, or
21 fraudulent business practices in violation of California Unfair Competition
22 Law; and
- 23 viii. The proper formula for calculating restitution, damages, and waiting time
24 penalties owed to Plaintiff Martinez and the proposed class as alleged herein.
- 25 c. Typicality: Plaintiff Martinez's claims are typical of the claims of the proposed class.
26 Defendants' common policies, practices, and course of conduct are in violation of the
27 law as alleged herein and have caused Plaintiff Martinez and the proposed class to
28

sustain the same or similar injuries and damages. Plaintiff Martinez's claims are thereby representative of and co-extensive with the claims of the proposed class.

- d. Adequacy: Plaintiff Martinez is a member of the proposed class, does not have a conflict of interest with other proposed class Members, and will prosecute the case vigorously on behalf of the proposed class. Plaintiff Martinez will fairly and adequately represent and protect the interests of the members of the proposed class. Plaintiff Martinez has retained counsel competent and experienced in complex employment class action litigation.
- e. Superiority: The nature of this action and the nature of laws available to Plaintiff Martinez make use of the class action format the superior and appropriate procedure to afford relief for the wrongs alleged herein. Individual joinder of all members of the proposed class is not practicable, and questions of law and fact common to the proposed class predominate over any questions affecting only individual members of the proposed class. Each member of the proposed class has been damaged and is entitled to recovery by reason of Defendants' illegal policies and/or practices. Class action treatment will allow those similarly situated persons to litigate their claims in the manner that is most efficient and economical for those parties and the judicial system.

FIRST CAUSE OF ACTION

Failure to Pay Overtime Wages

(Cal. Labor Code §§ 510 and 1194; IWC Wage Order No. 5-2001; and

Cal. Code Regs. Tit. 8 § 11050)

(Against all Defendants on behalf of Plaintiffs and the Proposed Class)

74. Plaintiffs Asencio and Martinez re-allege each paragraph of this Complaint as though fully set forth herein.

75. California law requires an employer, such as Drybar, to pay overtime compensation to all nonexempt employees for all hours worked over 40 per week, or over eight per day, at a rate of one and one-half times the regular rate of pay per hour. California law also

1 requires employers, including Drybar, to pay double time compensation to all nonexempt
2 employees for all hours worked over 12 per day.

3 76. Plaintiffs and members of the proposed class regularly worked more than eight
4 hours per day, and sometimes more than 12 hours per day, or more than 40 hours per week, yet
5 Drybar failed to pay them any overtime compensation during the time period it misclassified
6 them as exempt employees, as required by California Labor Code §§ 510 and 1194 and IWC
7 Wage Order No. 5-2001.
8

9 77. Due to Drybar's unlawful conduct, as set forth herein, Plaintiffs and members of
10 the proposed class have sustained damages, including loss of earnings for hours of overtime
11 worked. Plaintiffs and members of the proposed class are entitled to damages, including
12 overtime wages, prejudgment interest, and costs and attorneys' fees, pursuant to statute and other
13 applicable law.
14

15 **SECOND CAUSE OF ACTION**
16 **California Meal and Rest Period Violations**
17 **(Cal. Labor Code §§ 226.7 and 512; IWC Wage Order No. 5-2001; and**
18 **Cal. Code Regs. Tit 8 § 11050)**
19 **(Against all Defendants on behalf of Plaintiffs and the Proposed Class)**

20 78. Plaintiffs Asencio and Martinez re-allege each paragraph of this Complaint as
21 though fully set forth herein.

22 79. Plaintiffs and members of the proposed class regularly worked in excess of five-
23 hour shifts for Drybar without being afforded at least a half-hour meal break in which they were
24 relieved of all work duties, as required by California Labor Code §§ 226.7 and 512 and IWC
25 Wage Order No. 5-2001. Plaintiffs and members of the proposed class also worked ten-hour
26 shifts for Drybar without being afforded a second half-hour meal break in which they were
27 relieved of all duties, as required by California Labor Code §§ 226.7 and 512 and IWC Wage
28 Order No. 5-2001.

80. Further, Plaintiffs and members of the proposed class were not afforded at least one ten-minute rest break per four hours of work performed (or major fraction thereof) in which they were relieved of all duties as required by California Labor Code § 226.7 and IWC Wage Order No. 5-2001.

81. Because Drybar failed to afford proper meal and rest periods to Plaintiffs and members of the proposed class, it is liable for one hour of additional pay at the regular rate of compensation for each workday that the proper meal or rest periods were not provided, pursuant to California Labor Code § 226.7 and IWC Wage Order No. 5-2001, plus interest, costs, and reasonable attorneys' fees.

THIRD CAUSE OF ACTION
Failure to Reimburse Business Expenses
(Cal. Labor Code § 2802)
(Against all Defendants on behalf of Plaintiffs and the Proposed Class)

82. Plaintiffs Asencio and Martinez re-allege each paragraph of this Complaint as though fully set forth herein.

83. California Labor Code § 2802 provides that all employers shall reimburse employees for all necessary expenditures and losses incurred in the performance of their job duties.

84. Defendants required Plaintiffs and members of the proposed class to incur expenses relating to the use of their personal vehicles, cell phones, and washing machines; the purchase of replacement supplies; and other business-related expenses they were required to incur in the course of discharging their duties.

85. Drybar either instructed Plaintiffs and members of the proposed class to incur these costs or knew or should have known they were incurring them.

1 86. Drybar's intentional and consistent failure to reimburse Plaintiffs and members of
2 the proposed class for the above-described expenditures and losses violates California Labor
3 Code § 2802.

4 87. Due to Drybar's unlawful conduct, as set forth herein, Plaintiffs and members of
5 the proposed class have sustained damages in an amount to be established at hearing, and they
6 are entitled to recover economic and statutory damages, as well as interest, costs, and reasonable
7 attorneys' fees.

8
9 **FOURTH CAUSE OF ACTION**
10 **Waiting Time Penalties**
11 **(Cal. Labor Code §§ 201-204 and 210)**
12 **(Against all Defendants on behalf of Plaintiffs and the proposed class)**

13 88. Plaintiffs Asencio and Martinez re-allege each paragraph of this Complaint as
14 though fully set forth herein.

15 89. California Labor Code §§ 201 and 202 require Drybar to pay its employees all
16 wages due within the time specified by law, upon the employee's separation from their
17 employment with Drybar.

18 90. California Labor Code § 203 provides that if an employer willfully fails to timely
19 pay such wages in accordance with California Labor Code §§ 201 and 202, the employer must
20 continue to pay the subject employees' wages until the back wages are paid in full or an action is
21 commenced, up to a maximum of thirty days of wages.

22 91. California Labor Code § 204 requires Drybar to pay its employees all wages
23 earned during a pay period on regularly scheduled paydays.

24 92. Plaintiffs and members of the proposed class were not compensated for all hours
25 worked while misclassified as overtime-exempt or when their employment was terminated,
26 because they were not compensated for earned overtime, missed meal and rest breaks, or
27
28

1 unreimbursed business expenses. Defendants' failure to pay Plaintiffs and members of the
2 proposed class these amounts was willful.

3 93. As a consequence of Drybar's willful conduct of not paying Plaintiffs and
4 members of the proposed class compensation for all hours worked under the California Labor
5 Code, they are entitled to thirty days' wages under Labor Code § 203, including interest thereon,
6 plus penalties under Labor Code § 210, including \$100 for the initial pay period in which a
7 violation occurred and \$200 for each violation in a subsequent pay period, with 25% of the
8 wages unlawfully withheld, and an award of attorneys' fees and costs.
9

10 **FIFTH CAUSE OF ACTION**
11 **Failure to Provide Accurate Wage Statements**
12 **(Cal. Labor Code §§ 226, 1174, and 1174.5; IWC Wage Order No. 5-2001; and**
13 **Cal. Code Regs. Tit. 8 § 11050)**
14 **(Against all Defendants on behalf of Plaintiffs and the Proposed Class)**

15 94. Plaintiffs Asencio and Martinez re-allege each paragraph of this Complaint as
16 though fully set forth herein.

17 95. Drybar knowingly and intentionally failed to provide to Plaintiffs and members of
18 the proposed class timely, accurate, itemized wage statements including, *inter alia*, all hours
19 worked, in accordance with Labor Code § 226(a) and IWC Wage Order No. 5-2001. Such
20 failure(s) caused injury to Plaintiffs and members of the proposed class, by, among other things,
21 impeding them from knowing the amount of wages to which they were entitled.

22 96. Drybar knowingly and intentionally failed to maintain accurate records of all
23 hours worked by Plaintiffs and members of the proposed class, as required under California
24 Labor Code § 1174(d).

25 97. As a result of Drybar's unlawful conduct, Plaintiffs and members of the proposed
26 class are entitled to damages and penalties under Labor Code §§ 226(e) and 1174.5, including
27 the greater of all actual damages or \$50 for the initial pay period in which a violation occurred
28

1 and \$100 for each violation in a subsequent pay period, up to a maximum of \$4,000, plus an
2 award of costs and reasonable attorneys' fees.

3 **SIXTH CAUSE OF ACTION**
4 **Unfair Business Practices**
5 **(California Business and Professions Code §§ 17200, *et seq.*)**
6 **(Against all Defendants on behalf of Plaintiffs and the Proposed Class)**

7 98. Plaintiffs Asencio and Martinez re-allege each paragraph of this Complaint as
8 though fully set forth herein.

9 99. Unfair practices prohibited by California's Unfair Competition Law include "any
10 unlawful, unfair or fraudulent business act or practice." Cal. Bus. & Prof. Code § 17200 (the
11 "UCL").

12 100. Drybar committed unlawful and unfair business practices, including but not
13 limited to failing to pay Plaintiffs and members of the proposed class overtime wages, failing to
14 provide them with proper meal and rest periods, failing to pay them all wages owed during
15 regular pay periods and upon their discharge, failing to reimburse business expenses, and failing
16 to furnish them with accurate and itemized wage statements, in violation of the California Labor
17 Code and IWC Wage Order 5-2001. These unlawful and unfair business practices enabled
18 Drybar to obtain an unfair competitive advantage over law-abiding employers and competitors.

19 101. As a result of Drybar's unlawful and unfair business practices, Plaintiffs and
20 members of the proposed class suffered lost wages.

21 102. Drybar's conduct alleged herein has occurred since April 2022.

22 103. Plaintiffs and members of the proposed class seek restitution for all wages and
23 payments unlawfully withheld since April 2022, plus attorneys' fees and costs.
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SEVENTH CAUSE OF ACTION
Violation of California's Private Attorneys General Act ("PAGA")
(California Labor Code §§ 2698 *et seq.*)
(Against All Defendants on behalf of the State of California and the PAGA Group)

104. Plaintiffs Asencio and Martinez re-allege each paragraph of this Complaint as though fully set forth herein.

105. Under PAGA, California Labor Code §§ 2698 *et seq.*, an aggrieved employee, on behalf of herself and other current or former employees, as well as the general public, may bring a representative action as a private attorney general to recover penalties for an employer's violation of the California Labor Code and IWC Wage Orders. These civil penalties are in addition to any other relief available under the California Labor Code and must be allocated 65% to the LWDA and 35% to the aggrieved employee, pursuant to California Labor Code § 2699(m).

106. Plaintiff Asencio is an "aggrieved employee" under PAGA because she was employed by Defendants during the applicable statutory period and suffered each of the wage and hour violations alleged herein.

107. Specifically, Defendants failed to pay Plaintiff Asencio and all current and former Managers who were employed by Defendants in California between June 20, 2023, and the present (the "PAGA Group") for overtime hours worked in violation of California Labor Code §§ 510 and 1194 and IWC Wage Order No. 5-2001; failed to provide compliant meal and rest periods in violation of California Labor Code §§ 226.7 and 512 and IWC Wage Order No. 5-2001; failed to maintain and provide accurate wage statements in violation of California Labor Code §§ 226(a), 1174, and 1174.5 and IWC Wage Order No. 5-2001; failed to reimburse incurred business expenses in violation of California Labor Code § 2802; and failed to pay them all earned wages timely and upon discharge in violation of California Labor Code §§ 201-204 and 210, each of which is actionable under PAGA.

108. Plaintiff Asencio provided written notice by online submission and certified mail to the LWDA and to Defendants of the legal claims and theories asserted in this Complaint on June 20, 2024. More than sixty-five calendar days have passed since the postmark date of that

1 notice and Plaintiff Asencio has not received a response from the LWDA. Thus, Plaintiff
2 Asencio has satisfied the requirements for bringing a civil action under PAGA, as set forth in
3 California Labor Code § 2699.3.

4 109. As an aggrieved employee, Plaintiff Asencio seeks to recover, on behalf of the
5 PAGA Group, the civil penalties provided by PAGA, plus reasonable attorneys' fees and costs.

6 110. The State of California and members of the PAGA Group are entitled to civil
7 penalties, to be paid by Defendants and allocated as PAGA requires, pursuant to California
8 Labor Code § 2699(a) for Defendants' violations of the California Labor Code and IWC Wage
9 Orders for which violations a civil penalty is already specifically provided by law.

10 111. Under PAGA, the State of California and the PAGA Group are entitled to recover
11 the maximum civil penalties permitted by law for violations of the California Labor Code and
12 IWC Wage Order No. 5-2001 that are alleged in this Complaint.

13 **PRAYER FOR RELIEF**

14 WHEREFORE, Plaintiffs and the proposed class pray for relief as follows:

15 A. For an order certifying this case as a class action, appointing Plaintiff Martinez as
16 the representative of the proposed class, and appointing Plaintiff's attorneys, Katz Banks Kumin
17 LLP, as Class Counsel;

18 B. For a declaratory judgment that Defendants have violated the California Labor
19 Code, IWC Wage Order No. 5-2001, and public policy as alleged herein;

20 C. For a declaratory judgment that Defendants have violated Business and
21 Professions Code §§ 17200, *et seq.*, as a result of the aforementioned violations of the California
22 Labor Code, IWC Wage Order No. 5-2001, and California public policy protecting workers and
23 prohibiting work without full and proper compensation for work performed, adequate meal and
24 rest periods, and reimbursement for necessary work expenses;

25 D. For preliminary, permanent, and mandatory injunctive relief prohibiting
26 Defendants from committing in the future those violations of law herein alleged;

27 E. For an order awarding Plaintiffs and the proposed class compensatory and
28 liquidated damages, including lost wages, earnings, and other employee benefits and all other

1 sums of money owed to Plaintiffs and the proposed class, together with interest on these
2 amounts, according to proof;

3 F. For an equitable accounting to identify, locate, and restore to all current and
4 former employees the restitution they are due under California Business and Professions Code
5 §§ 17202-17203, with interest thereon;

6 G. For an award of restitution, according to proof, under the California Labor Code
7 and under California Business and Professions Code §§ 17200-17205;

8 H. For an order designating Plaintiff Asencio as Representative of the PAGA Group;

9 I. For an order imposing all statutory and/or civil penalties provided by law,
10 including but not limited to, an award of civil penalties pursuant to PAGA and penalties under
11 California Labor Code §§ 201-203, 225.5, 226(e), 226.3, 226.7, 226.8, 558, 1174.5, 1197.1,
12 1199, 2802, 2699 (a) and (f), and IWC Wage Order No. 5-2001, together with interest on these
13 amounts;

14 J. For an award of pre-judgment and post-judgment interest, as provided by law;

15 K. For an award of attorneys' fees and costs of action incurred herein, including any
16 expert fees; and

17 L. For such other injunctive and equitable relief as the Court may deem just and
18 proper.

1 DATED: September 14, 2026

Respectfully submitted,

3 By: /s/ Bethel Habte

4 **KATZ BANKS KUMIN LLP**

5 Jessica Westerman (*Pro hac vice* application
forthcoming)

6 Jesse Broad-Cavanagh (*Pro hac vice* application
forthcoming)

11 Dupont Circle, Suite 600

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Email: westerman@katzbanks.com

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10 Bethel Habte (State Bar No. 341120)

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San Francisco, CA 94104

Tel: (415) 813-3260

Fax: (415) 813-2495

Email: habte@katzbanks.com

Counsel for Plaintiffs and the Proposed Class

EXHIBIT 1



[Home](#) [The Firm](#) [Portfolio](#) [Team](#) [Careers](#) [Contact](#)

Investment Team

Michael A. Reinstein

Chairman & CEO

Marc Menard

Senior Director of Origination

Michael Martin

Director, M&A

Anson Lui

M&A Analyst

Ryan Stover

Senior Analyst

Cole Stevens

M&A Analyst

Austin DeFreitas

Senior Analyst

Zack Heidenry

Senior Analyst

Portfolio Operations

Robert Hoernschemeyer

Portfolio Operations

Federico Severi

Senior Director
Portfolio Transformation

Ani Abrahamyan

Transition Leader
Portfolio Transformation

Corporate Services

Sunny Parmar

Chief Financial Officer

Fabian Speights

Global Head Of Human Resources

Colin Hirshland

Head of Human Capital

Adam Pugatch

SVP, Associate General Counsel

Anthony Depatie

VP Legal Counsel

Didier Diels

M&A Counsel

Ford Shanahan

European General Counsel

Louis Gauthier

SVP of Tax, Tax Counsel

Farrukh Awan

SVP Technology

John Grasel

VP Technology

Brett Gamble

Director of Cyber Security and Engineering

Ryan Farber

Chief of Staff

Nick Terry

Talent Acquisition

Crista Patricia Baclagan

Senior Associate, Tax

Angad Sandhu

Portfolio Marketing

Justine Smith

Portfolio Technology

Alex Koba

VP E-Commerce

Operating Partners

Mario Grauso

Operating Partner
Fashion & Luxury Group

Francois Riston

Operating Partner
CEO DIM Brands International

Collin Malcolm

Operating Partner
CEO Lydech

Ennio Fontana

Operating Partner
Bally

Wendy Heck

Operating Partner
CEO Current Media Group

Debbie Webster

Operating Partner
Sassoon/Drybar

Eva Maria Iglesias

Operating Partner
Escada

Kelly Facer

Operating Partner
Media Group



Regent is an investment firm focused on transforming businesses. Our investments span the globe and operate in a wide array of industry verticals.

EXHIBIT 2



MCO is the shared operational infrastructure of Regent's portfolio companies and an integral part of the firm's overall approach to value creation. The MCO team has been critical to the success of every acquisition we have pursued and today, represents a competitive advantage that differentiates Regent from other private equity buyers.

MCO's value creation activities are focused on three fundamental areas:

- Assessing operational value creation opportunities and risks during the due diligence process

- Delivering meaningful and sustainable operational change within our portfolio companies that balances driving top-line growth, improving organizational efficiency, and optimizing capital productivity
- Leveraging the scale and scope of our portfolio to develop cross-portfolio programs (including shared procurement programs) that can benefit all investments

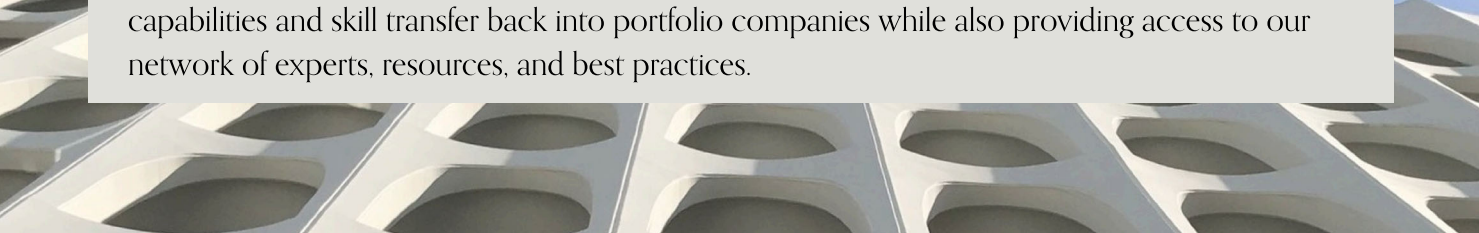
Starting from the initial partnership with Regent's investment team, to close collaborations with the business management, MCO teams are actively involved in each stage of the transition, supporting major transformational improvements.

The MCO team plays a critical role in Regent's efforts to transition, transform and restructure portfolio companies by identifying immediate opportunities for improvement and ensuring their implementation. They also lead the efforts to develop the 100-day value creation plan that serves as a roadmap for Regent's ownership.

MCO minimizes the reliance on sellers for post transaction services and enables a new portfolio company's senior management team to focus on critical operational elements of the business plan opposed to transition work.

Once the operational priorities are set, the MCO team partners with management to support major transformational changes and value creation initiatives within portfolio companies. The team works on the frontlines delivering results, not recommendations to drive value creation and deliver long term, sustainable improvement.

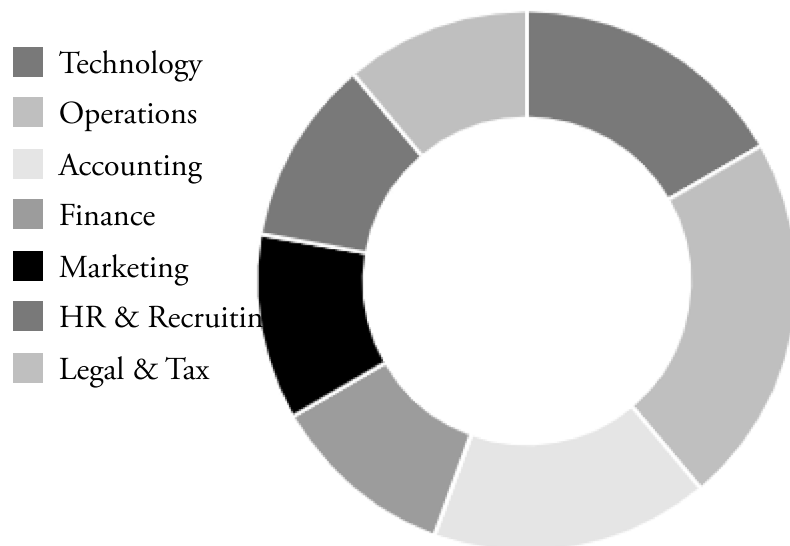
The MCO team is made up of experts in various fields, including finance, strategy, and operations and provides back-office support functions to our operating companies. The team's turn-key support capabilities allow Regent to expedite a transition, fill gaps in management capabilities and leverage best-practices across our portfolio to facilitate an efficient turnaround. Our team members are embedded within the companies we work with, providing hands-on support and guidance throughout the transformation process. They also help build internal



capabilities and skill transfer back into portfolio companies while also providing access to our network of experts, resources, and best practices.

MCO's areas of focus include:

- Global Human Resources, Benefits, Payroll Services
- Talent Acquisition
- Information Technology & Technology Infrastructure
- Retail Operations
- Real Estate & Facilities
- Finance, Accounting, Treasury and Tax Infrastructure
- Sourcing and Supply Chain Management
- Logistics & Distribution/Fulfilment
- Direct-to-Consumer E-Commerce Technology and CRM
- Legal and Intellectual Property Support
- Operational Performance Improvement and Restructuring
- ERP Platform Migration, Architecture, Implementation and Management





REGENT

Regent is an investment firm focused on transforming businesses. Our investments span the globe and operate in a wide array of industry verticals.

EXHIBIT 3

KATZ BANKS KUMIN

Jennifer Liu, Partner

Phone: 415-813-3260

Email: liu@katzbanks.com

June 20, 2024

By Online Submission

California Labor & Workforce Development Agency

800 Capitol Mall, MIC-55

Sacramento, CA 95814

By Electronic Mail and Certified Mail

Debbie Webster, President

Beauty International, LLC

9720 Wilshire Blvd, 6th Floor

Beverly Hills, CA 90212

Email: debbie.webster@drybarshops.com

Sherin Sakr, Chief Legal Officer & General Counsel

WellBiz Brands, Inc.

1890 Wynkoop Street, Unit 1

Denver, CO 80202

Email: legal@wellbizbrands.com

Thomas Wehinger, General Counsel

Regent, LP

9720 Wilshire Blvd, 6th Floor

Beverly Hills, CA 90212

Email: twehinger@regentlp.com

Re: PAGA Notice of California Labor Code Claims Against
Beauty International, LLC, et al.

Dear PAGA Administrator:

My firm represents Ms. Kirstie Asencio in connection with her wage and hour claims against Beauty International, LLC, WellBiz Brands, Inc., and Regent, LP (collectively, “Drybar” or “the Company”). Ms. Asencio worked for Drybar as a salaried, overtime-exempt Dual Shop Manager from approximately September 2022 to approximately March 2024.¹

Based on our investigation to date, we believe Drybar violated numerous California wage and hour laws by misclassifying Ms. Asencio and other Dual Shop Managers, Shop Managers, and Area Managers (collectively, “Managers”) as overtime-exempt. Specifically, Ms. Asencio alleges that Drybar (1) failed to pay her and other Managers overtime wages; (2) failed to

¹ Ms. Asencio still works for Drybar but was reclassified as a non-overtime-exempt Dual Shop Manager in approximately March 2024 and transitioned to Stylist, a non-exempt position, in approximately June 2024.

KATZ BANKS KUMIN

California Labor & Workforce Development Agency
Debbie Webster
Sherin Sakr
Thomas Wehinger
June 20, 2024
Page 2

reimburse them for all necessary and reasonable business expenses they incurred on behalf of the Company; (3) failed to provide them regular meal and rest periods; (4) failed to furnish them with accurate wage statements; (5) failed to keep requisite business records; and, as to Managers who left the Company during the relevant time period, (6) failed to pay them earned wages upon discharge.

This letter serves as notice of Ms. Asencio's intent to seek civil penalties pursuant to the Private Attorneys General Act, California Labor Code §§ 2698, *et seq.* ("PAGA"), for the violations alleged above. We request that the Labor & Workforce Development Agency ("LWDA") notify us if it intends to investigate the above allegations pursuant to PAGA. We also request that the LWDA inform us if it does not intend to investigate these violations so that we may file a lawsuit asserting PAGA claims, or amend an existing complaint to add PAGA claims, to seek penalties on behalf of Ms. Asencio and all other aggrieved employees, including but not limited to all current and former Managers who worked in California on or after June 20, 2023.

The facts and claims contained herein are based on the limited information available at the time of this writing. Therefore, if through further investigation, discovery, and/or expert review, we become aware of additional compensation or penalties owed to Ms. Asencio and/or other aggrieved employees, we reserve the right to revise these facts and/or add any new claims by filing an amended PAGA notice.

Thank you for your attention to this matter. Please direct all communications and correspondence regarding this matter to our office going forward. If you have any questions, please do not hesitate to contact us at (415) 813-3260.

Sincerely,



Jennifer Liu
Attorney for Kirstie Asencio