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Attorneys for All Plaintiffs

IN THE SUPERIOR COURT OF CALIFORNIA

IN AND FOR THE COUNTY OF ALAMEDA

SARAH RAD, individually and on)
behalf of all others similarly situated;)
and THE CALIFORNIA LABOR AND)
WORKFORCE DEVELOPMENT)
AGENCY, a California governmental)
agency, *ex rel.* SARAH RAD)

Plaintiffs,

v.

SKINSPIRIT ESSENTIAL, LLC, a)
Washington corporation; and DOES 1-)
15, inclusive,)

Defendants.

Case No.: **24CV095295**

CLASS ACTION COMPLAINT FOR:

- 1. FAILURE TO PROVIDE REST PERIODS AND PAY REST PERIOD PREMIUMS (LAB. CODE §§ 226.7, 512; IWC WAGE ORDER NO. 2, § 12);**
- 2. FAILURE TO PROVIDE MEAL PERIODS AND PAY MEAL PERIOD PREMIUMS (LAB. CODE §§ 226.7, 512; IWC WAGE ORDER NO. 2, § 11);**
- 3. FAILURE TO PAY MINIMUM, OVERTIME, AND CONTRACTUAL WAGES (LAB. CODE §§ 1194, 1197, 510, 218.5);**
- 4. FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS (LAB. CODE § 226);**

1 5. FAILURE TO PAY ALL WAGES DUE
2 AT SEPARATION (LAB. CODE § 203);

3 6. FAILURE TO REIMBURSE
4 NECESSARY BUSINESS EXPENSES
(LAB. CODE § 2802);

5 7. RESTITUTION OF WAGES (BUS. &
6 PROFS. CODE § 17200, *ET SEQ.*);

7 **INDIVIDUAL CLAIMS:**

8 8. FAILURE TO PROVIDE
9 EMPLOYMENT RECORDS (LAB.
10 CODE §§ 226, 247.5, 432, 1198.5);

11 9. PUBLIC INJUNCTIVE RELIEF (BUS.
12 & PROFS. CODE § 17200, *ET SEQ.*);
AND

13 **REPRESENTATIVE CLAIMS:**

14 10. VIOLATIONS OF THE CALIFORNIA
15 PRIVATE ATTORNEYS GENERAL
16 ACT (LAB. CODE §§ 2698 *ET SEQ.*).

17 **DEMAND FOR JURY TRIAL**
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Plaintiff is informed and believes and thereupon alleges the following:

I. INTRODUCTION

1. Plaintiff Sarah Rad (“Plaintiff”) brings these claims against Defendant SkinSpirit Essential, LLC (“Defendant” or “SkinSpirit”) and Does 1-15, inclusive.

2. Plaintiff brings class action claims for Defendant’s failure to provide rest periods and pay rest period premiums in violation of Labor Code §§ 226.7 and 512; Defendant’s failure to provide meal periods and pay meal period premiums in violation of Labor Code §§ 226.7 and 512; Defendants’ failure to pay minimum, contractual, and overtime wages in violation of Labor Code §§ 1194, 1197, 510, and 218.5; Defendant’s failure to provide accurate wage statements in violation of Labor Code § 226; Defendant’s failure to pay all wages due at separation in violation of Labor Code §§ 201, 202, and 203; Defendant’s failure to reimburse necessary business expenses in violation of Labor Code § 2802; and Defendant’s acts of unfair competition in violation of the California Unfair Competition Law (Bus. & Profs. Code § 17200, *et seq.*).

3. Plaintiff also brings an individual claim for Defendant’s failure to provide employment records in violation of Labor Code §§ 226, 247.5, 432, and 1198.5.

4. Plaintiff also brings an individual claim for public injunctive relief for these violations of California law, which constitute unfair competition in violation of the California Unfair Competition Law (Bus. & Profs. Code § 17200, *et seq.*).

5. Plaintiff also, as lawfully delegated representative of the California Labor and Workforce Development Agency (“LWDA”), brings a claim for violations of the California Labor Code under the Private Attorneys General Act (Cal. Lab. Code §§ 2698 *et seq.*; “PAGA”).

6. For these claims and the resulting injuries, Plaintiff seeks compensatory damages, statutory penalties, civil penalties, punitive damages, and public injunctive relief, as well as prejudgment interest, reasonable attorney’s fees, and reasonable costs (including expert-witness fees).

7. Plaintiff seeks to recover her reasonable attorneys’ fees and costs pursuant to

1 Labor Code §§ 203, 218.5, 226, 1198.5, 1194, 1197, 2802, and 2699; California Code of Civil
2 Procedure § 1021.5; and the common law doctrines of common fund, substantial benefit,
3 private attorneys general, and the catalyst theory.

4 II. PARTIES

5 8. At the relevant times mentioned herein, Plaintiff was employed by Defendant as
6 an assistant clinic manager. Plaintiff performed work for Defendant at 2017 Mountain
7 Boulevard, Oakland, California 94611. The unlawful conduct alleged herein occurred
8 throughout California, including in Alameda County. Plaintiff is, and at the relevant times
9 mentioned herein was, a resident of Contra Costa County.

10 9. At all relevant times mentioned herein, Defendant SkinSpirit Essential, LLC was
11 a Washington corporation registered in Washington and conducting business in California,
12 with its principal executive office located in Seattle, Washington.

13 10. Plaintiff is ignorant of the true names or capacities of Defendants named herein
14 as Does 1 through 15, inclusive, and therefore sues these Defendants by these fictitious names.
15 When the names and capacities of these Defendants are ascertained, Plaintiff will amend this
16 complaint accordingly. Each of the Defendants named herein or designated as a Doe is liable
17 or in some manner legally responsible for the events alleged herein.

18 11. At all relevant times, each of the Defendants was the agent or employee of each
19 of the remaining Defendants and, in doing the things alleged herein, was acting within the
20 course and scope of such agency or employment.

21 12. Each of the Defendants' actions or omissions as alleged herein was ratified by
22 each of the remaining Defendants.

23 13. Each of the acts or omissions of a defendant's agents as alleged herein was
24 ratified by that defendant, as well as by each of the remaining Defendants.

25 14. Each of the acts or omissions of a defendant as alleged herein was done with the
26 knowledge of each of the remaining Defendants and done in furtherance of a conspiratorial
27 agreement with each of the remaining Defendants.

28 15. As used herein, "Defendant" or "SkinSpirit" includes both SkinSpirit Essentials,

1 LLC and Does 1 through 15, inclusive.

2 **III. JURISDICTION AND VENUE**

3 16. This Court has subject matter jurisdiction over this action under California Code
4 of Civil Procedure § 410.10 and the California Constitution, article VI, section 10.

5 17. This Court has specific and general personal jurisdiction over Defendant because
6 it has significant contacts with California by virtue of its extensive business operations in
7 California, and has purposefully availed itself of the privileges and immunities of conducting
8 business in California.

9 18. Venue is proper in the County of Alameda pursuant to California Code of Civil
10 Procedure § 395 because Defendant conducts business in that county, the injuries alleged
11 occurred within that county, and the relevant contracts were formed in that county; and
12 pursuant to Code of Civil Procedure § 395.5 because the relevant contracts were formed, and
13 the contractual breaches occurred within that county.

14 **IV. COMMON ALLEGATIONS**

15 19. Founded in 2003, SkinSpirit is a medical clinic that provides comprehensive
16 aesthetic services, including facials, injectables, lasers, energy-based treatments, and body
17 sculpting. SkinSpirit has over 45 locations nationwide, including its flagship location in Silicon
18 Valley. See, <https://www.skinspirit.com/locations> (as of September 9, 2024).

19 20. Defendant employed Plaintiff as an assistant clinic manager at its Oakland –
20 Montclair location, at 2017 Mountain Boulevard, Oakland, California 94611, from
21 approximately March 2023 through April 30, 2024. Plaintiff worked 8-hour shifts Monday
22 through Friday. At the time of her termination, Plaintiff earned \$37.00 per hour.

23 21. At all relevant times, Defendant failed to authorize or permit Plaintiff to take
24 meal periods of not less than 30 minutes, uninterrupted and relieved of all duties, by no later
25 than the end of the fifth hour. Defendant also failed to authorize or permit Plaintiff to take rest
26 periods of 10 minutes, uninterrupted and relieved of all duties, every four hours or major factor
27 thereof. Plaintiff was deterred and prevented from taking meal and rest periods as required
28 under the Labor Code due to inadequate staffing, excessive workload, and other policies,

1 practices, and requirements of Defendant. Plaintiff is informed and believes that class members
2 were similarly overworked, impeded, and discouraged from taking compliant meal and rest
3 periods.

4 22. Defendant failed to pay premium meal and/or rest period wages for days on
5 which Defendant failed to authorize or permit class members to take compliant meal and/or
6 rest periods.

7 23. At all relevant times, Defendant failed to pay Plaintiff minimum, overtime, and
8 contractual wages for all hours actually worked. By way of example, Plaintiff was often forced
9 to perform work duties while off the clock, including but not limited to, answering phone calls,
10 emails, and text messages from associates and off the clock time spent on Defendant's
11 timekeeping application. These off-the-clock activities were required because of Defendant's
12 common practices and policies. Plaintiff is informed and believes that class members were
13 similarly denied wages for all hours actually worked for off-the-clock work performed.

14 24. At all relevant times, Defendant also failed to provide Plaintiff with accurate,
15 itemized wage statements. By way of example, Plaintiff's wage statements failed to accurately
16 state the hours Plaintiff actually worked, and the wages Plaintiff actually earned. Plaintiff's
17 wage statements also failed to include meal and/or rest break premiums owed for inadequate
18 meal and rest breaks suffered when she was not relieved of all duties during breaks. Plaintiff is
19 informed and believes that class members were similarly not provided with accurate, itemized
20 wage statements. As a direct and proximate result of Defendant's failure to provide
21 Defendant's employees with accurate, itemized wage statements, they have suffered injury and
22 damage to their statutorily-protected rights, and have been injured because they were denied
23 both their legal right to receive, and their protected interest in receiving, accurate, itemized
24 wage statements.

25 25. At all relevant times, Defendant's failure to provide Defendant's employees with
26 accurate, itemized wage statements is and was knowing and intentional.

27 26. At all relevant times, Defendant also failed to pay all wages to those employees
28 who separated from Defendant's employment. Some of Defendant's employees, including

1 Plaintiff, were terminated or have resigned from their employment or were constructively
2 discharged. Defendant then willfully failed to pay said employees all wages due upon
3 termination or within 72 hours of resignation. Defendant failed to pay said employees of
4 Defendant all wages due because they were not provided with premium meal and rest period
5 wages, and minimum, overtime, and contractual wages that were owed and not paid.

6 27. At all relevant times, Defendant's failure to pay all wages due to Defendant's
7 employees at their separation or termination was and is willful and intentional.

8 28. At all relevant times, Defendant required Plaintiff to use her personal cell phone
9 to communicate with members of management, administrative staff, and associates about
10 work-related tasks in connection with her employment with Defendant. At all relevant times,
11 Defendant also required Plaintiff to use her personal cell phone to clock in and clock out.
12 Plaintiff is informed and believes that class members were similarly required to use their
13 personal cell phones in connection with their employment. Defendant failed to reimburse
14 Plaintiff and class members for the reasonable cost of use of their cell phones, despite the fact
15 that these expenses were incurred at the instruction of Defendant and for the benefit of
16 Defendant's business.

17 29. Defendant thereby failed to reimburse Plaintiff and class members for necessary
18 business expenses, thereby pushing Defendant's employees' wages below the applicable legal
19 minimum, overtime, and contractual rates of pay, thereby forcing Defendant's employees to
20 pay a portion of wages previously paid and thereby paid Defendant's employees a lower, secret
21 wage than was agreed or is statutorily required.

22 V. CLASS ACTION ALLEGATIONS

23 30. Plaintiff brings this action, as to the First through Seventh Causes of Action, on
24 behalf of herself and all others similarly situated as a class action pursuant to Code of Civil
25 Procedure § 382.

26 31. The class that Plaintiff seeks to represent is defined as follows:

27 All non-exempt hourly employees of Defendant working within
28 California at any time from four years prior to the filing of this
action, through entry of final judgment.

1
2 32. As set forth herein, the claims alleged may properly be maintained as a class
3 action pursuant to California Code of Civil Procedure § 382 because there is a well-defined
4 community of interest among ascertainable class members regarding the claims asserted in this
5 action.

6 33. The total number of members of the putative class is believed to be several
7 hundred persons. Accordingly, joinder of all class members would be impractical.

8 34. Questions of law and fact common to the putative class predominate over
9 questions of law and fact affecting only individual members of the class. Common questions of
10 law and fact include, but are not limited to:

- 11 (1) Whether Defendant's non-exempt employees working within
12 California were required to work off-the-clock without compensation;
- 13 (2) Whether Defendant failed to provide meal periods free of all work
14 duties for a full 30 minutes by the end of the fifth hour worked to class
15 members or to pay compensation in lieu thereof, in violation of
16 California law;
- 17 (3) Whether Defendant failed to provide rest periods free of all work
18 duties for a full 10 minutes for every four hours or major fraction
19 thereof worked to class members or to pay compensation in lieu
20 thereof, in violation of California law;
- 21 (4) Whether Defendant implemented meal or rest period policies that
22 complied with California law;
- 23 (5) Whether Defendant maintains time records that show whether or not
24 meal periods were taken in compliance with California law;
- 25 (6) Whether Defendant failed to provide class members accurate wage
26 statements in compliance with California law;
- 27 (7) Whether Defendant maintains wage statements for class members in
28 compliance with California law;

- (8) Whether Defendant failed to pay class members all wages due at separation, termination, or constructive discharge within the time specified by the appropriate statutes;
- (9) Whether Defendant failed to reimburse class members for the reasonable cost of use of their cell phones in connection with their employment with Defendant;
- (10) Whether Defendant has a common policy or practice of requiring, suffering, and/or permitting employees to incur business expenses necessary to the performance of the duties assigned to them, without timely reimbursing those employees for such expenses;
- (11) Whether Defendant's common policy or practice of failing to timely reimburse necessary business expenses causes affected employees' wages to fall below the applicable legal minimum, overtime, and contractual rates of pay;
- (12) The amount of damages required to be paid to compensate class members for unreimbursed business expenses;
- (13) The amount of damages or statutory penalties required to compensate class members for injuries caused by inaccurate wage statements;
- (14) Whether Defendant willfully failed to pay separated or terminated employees all wages due at the time of separation as required by statute;
- (15) Each separated or terminated class member's daily wage rate at the time of separation; and
- (16) Whether Defendant never paid each separated or terminated class member all wages due.

35. The identities of class members are ascertainable from records maintained by Defendant.

36. Plaintiff's claims are typical of the putative class because she was subjected to

1 each of the unlawful practices alleged to be common to the putative class. Defendant's
2 common course of conduct has caused Plaintiff to sustain the same, or substantially similar,
3 injuries and damages. Plaintiff's claims are, therefore, representative of the putative class.

4 37. Counsel who represent Plaintiff are competent and experienced in litigating
5 complex actions pertaining to employment practices, including many class actions involving
6 California employment law.

7 38. Plaintiff and her counsel will fairly and adequately represent and protect the
8 interests of members of the putative class.

9 39. As used herein, "Plaintiffs" refers to both Plaintiff Rad and the members of the
10 putative class.

11 VI. CAUSES OF ACTION

12 FIRST CAUSE OF ACTION

13 Failure To Provide Rest Periods and Pay Rest Period Premiums 14 (Lab. Code §§ 226.7 and 512; California IWC Wage Order No. 2, § 12)

Brought by All Plaintiffs

15 As to Defendant SkinSpirit Essential, LLC

16 40. Plaintiffs incorporate by reference all preceding paragraphs as though fully set
17 forth herein.

18 41. California law, including but not limited to California Labor Code §§ 226.7 and
19 512 and IWC Wage Order No. 2, § 12, requires employers, including Defendant, to authorize
20 and permit Plaintiffs paid, uninterrupted, timely, and complete rest periods of at least ten (10)
21 minutes per four (4) hours worked or major fractions thereof. This means that over the course
22 of a workday, Plaintiffs were due a paid 10-minute rest break after working longer than three
23 and one-half hours and a second paid 10-minute rest break after working more than six hours
24 but no more than ten hours. "Workday" means any consecutive 24-hour period beginning at
25 the same time each calendar day.

26 42. An employer must relieve the employee of all work duties and relinquish control
27 over how the employee spends time during each 10-minute rest break. This includes not
28 requiring employees to remain on call or on-site during rest breaks.

1 43. As alleged herein, Defendant did not authorize and permit Plaintiffs to take 10-
2 minute rest breaks to which Plaintiffs were entitled and failed to pay rest period premiums in
3 lieu thereof, in violation of California law. Specifically, Plaintiffs were deterred and prevented
4 from taking rest periods as required under the Labor Code due to inadequate staffing, excessive
5 workload, and other policies, practices, and requirements of Defendant. Defendant failed to
6 pay rest period premiums on dates that Plaintiffs were not provided with legally compliant rest
7 periods.

8 44. As a direct and proximate result of Defendant's failure to provide Plaintiffs with
9 rest periods or to pay compensation in lieu thereof, Plaintiffs have been injured and have
10 sustained damages, including lost compensation for rest periods.

11 45. Plaintiffs are, therefore, entitled to recover lost compensation for missed rest
12 periods in an amount according to proof and in excess of the jurisdictional minimum of this
13 Court, and also to recover interest, costs, and attorneys' fees as provided by California law.

14
15 **SECOND CAUSE OF ACTION**
16 **Failure To Provide Meal Periods and Pay Meal Period Premiums**
 (Lab. Code §§ 226.7 and 512; California IWC Wage Order No. 2, § 11)
 Brought by All Plaintiffs
17 **As to Defendant SkinSpirit Essential, LLC**

18 46. Plaintiffs incorporate by reference all preceding paragraphs as though fully set
19 forth herein.

20 47. California law, including but not limited to California Labor Code §§ 226.7 and
21 512 and IWC Wage Order No. 2, § 11, requires employers, including Defendant, to provide
22 employees a first meal period of not less than 30 minutes, uninterrupted and relieved of all
23 duties, no later than the end of an employee's 5th hour of work. Additionally, California law,
24 including but not limited to, California Labor Code §§ 226.7 and 512 and IWC Wage Order
25 No. 2, § 11, requires employers, including Defendant, to provide a second meal period of not
26 less than 30 minutes, uninterrupted and relieved of all duties, no later than the end of an
27 employee's 10th hour of work.

28 48. As alleged herein, Defendant did not authorize and permit Plaintiffs to take an

1 uninterrupted meal period of at least 30 minutes for each five-hour period worked and failed to
2 pay meal period premiums in lieu thereof, in violation of California law. By way of example,
3 Plaintiffs were regularly unable to take meal periods, uninterrupted and relieved of all duties,
4 within the first five hours of work due to inadequate staffing, excessive workload, and other
5 policies, practices, and requirements of Defendant. On days that Plaintiffs were forced to take
6 their meal periods later than the end of her 5th hour of work, Defendant failed to pay meal
7 period premiums.

8 49. As a direct and proximate result of Defendant's failure to provide Plaintiffs with
9 meal periods or to pay compensation in lieu thereof, Plaintiffs have been injured and have
10 sustained damages, including lost compensation for meal periods.

11 50. Plaintiffs are, therefore, entitled to recover lost compensation for missed meal
12 periods in an amount according to proof and in excess of the jurisdictional minimum of this
13 Court, and also to recover interest, costs, and attorneys' fees as provided by California law.

14 **THIRD CAUSE OF ACTION**
15 **Failure To Pay Minimum, Overtime, And Contractual Wages**
16 **(Lab. Code §§ 1194, 1197, 510, 218.5)**
17 **Brought by All Plaintiffs**
 As to Defendant SkinSpirit Essential, LLC

18 51. Plaintiffs incorporate by reference all preceding paragraphs as though fully set
19 forth herein.

20 52. California law, including but not limited to California Labor Code §§ 1194,
21 1197, 218.5, 510, and the Wage Order, requires Defendant to pay employees at least the
22 minimum wage for all hours worked.

23 53. California law, including but not limited to California Labor Code §§ 1198, 510
24 and the Wage Order, requires Defendant to pay employees required overtime wages for all
25 hours worked past specified daily and weekly limits.

26 54. California law requires Defendant to pay employees the agreed regular
27 contractual rate of pay for all hours actually worked.

28 55. Defendant has failed to pay Plaintiffs the required minimum, contractual, and

1 overtime wages for all hours worked. By requiring or permitting Plaintiffs to purchase
2 necessary business expenses, while also failing to timely reimburse them for those expenses,
3 Defendant pushed Plaintiffs' wages below the applicable legal minimum, contractual, and
4 overtime rates of pay. Further, by requiring Plaintiffs to take phone calls and/or review or
5 respond to emails and text messages while off the clock, Defendant pushed Plaintiffs' wages
6 below the applicable legal minimum, contractual, and overtime rates of pay.

7 56. As a direct and proximate result of Defendant's failure to pay Plaintiffs all
8 minimum, contractual, and overtime wages owed, Plaintiffs have sustained damages, including
9 loss of wages, in an amount according to proof at trial.

10 57. Pursuant to Labor Code §§ 1194 and 218.5, Plaintiffs are, therefore, entitled to
11 recover lost wages in an amount according to proof at trial, and also to recover interest, costs,
12 and reasonable attorneys' fees.

13 58. Additionally, Plaintiffs are entitled to recover liquidated damages pursuant to
14 California Labor Code § 1194.2.

15
16 **FOURTH CAUSE OF ACTION**
17 **Failure To Provide Accurate Wage Statements**
18 **(Lab. Code § 226)**
19 **Brought by All Plaintiffs**
20 **As to Defendant SkinSpirit Essential, LLC**

21 59. Plaintiffs incorporate by reference all preceding paragraphs as though fully set
22 forth herein.

23 60. California Law, including but not limited to California Labor Code § 226(a),
24 requires employers to furnish employees, with each payment of wages, accurate, itemized
25 wage statements displaying, as is relevant here, all hours actually worked, all wages actually
26 earned and due to the employee.

27 61. Defendant has failed to provide Plaintiffs with accurate, itemized wage
28 statements. The wage statements provided by Defendant fail to conform to California law
because those wage statements do not display all hours actually worked and all wages actually
earned by Plaintiffs, including off-the-clock work, and premium rest and meal period wages.

62. As alleged herein, the wage statements Defendant provided to Plaintiffs do not include accurate information as required by California law, including but not limited to California Labor Code § 226(a).

63. Plaintiffs' ability to calculate their income has been harmed by the absence of information required by Labor Code § 226(a).

64. As a direct and proximate result of Defendant's failure to provide Plaintiffs with accurate wage statements, Plaintiffs have suffered injury and damage to their statutorily protected rights and have been injured because they have been denied both their legal right to receive, and their protected interest in receiving accurate wage statements.

65. Defendant's failure to provide accurate wage statements to Plaintiffs was knowing and intentional.

66. Accordingly, Plaintiffs are entitled to recover statutory penalties in an amount according to proof at trial, costs, and reasonable attorneys' fees pursuant to California Labor Code § 226(e).

FIFTH CAUSE OF ACTION
Failure To Pay All Wages Due at Separation
(Lab. Code § 203)
Brought by All Plaintiffs
As to Defendant SkinSpirit Essential, LLC

67. Plaintiffs incorporate by reference all preceding paragraphs as though fully set forth herein.

68. California Labor Code §§ 201 and 202 require employers, including Defendant, to pay employees, upon termination or resignation of employees' employment, all wages due within the time specified by those statutes.

69. California Labor Code § 203 provides that where an employer willfully fails to timely pay such wages, the employer must continue to pay the subject employee's wages until back wages are paid in full, or an action is commenced, up to a maximum of thirty days of wages.

70. Defendant has failed to pay separated, terminated, and constructively discharged

1 Plaintiffs all wages due upon termination or within 72 hours of resignation.

2 71. Defendant failed to pay Plaintiffs all wages due because Defendant failed to pay
3 Plaintiffs for off-the-clock work and premium meal and rest period wages.

4 72. Defendant's failure to pay all wages due to Plaintiffs at separation, termination,
5 or constructive discharge was willful.

6 73. As a direct and proximate result of Defendant's failure to pay Plaintiffs all wages
7 when due upon separation, termination, or constructive discharge from employment, such
8 Plaintiffs have been injured in an amount to be proved at trial.

9 74. Accordingly, such Plaintiffs are entitled to payment of thirty days' wages,
10 interest, costs, and attorneys' fees pursuant to California Labor Code § 203.

11 **SIXTH CAUSE OF ACTION**
12 **Failure To Reimburse Necessary Business Expenses**
13 **(Lab. Code § 2802)**
14 **Brought by All Plaintiffs**
15 **As to Defendant SkinSpirit Essential, LLC**

16 75. Plaintiffs incorporate by reference all preceding paragraphs as though fully set
17 forth herein.

18 76. California Labor Code § 2802 requires employers to indemnify employees for all
19 necessary expenditures incurred by the employees in performing their job duties.

20 77. Defendant required Plaintiffs to use their personal cell phones to communicate
21 with management and coworkers about work-related items in connection with their
22 employment with Defendant. Defendant also required Plaintiffs to use their personal cell
23 phones to clock in and clock out for their shifts.

24 78. Defendant failed to provide Plaintiffs with cell phones for use while on duty for
25 work-related purposes and failed to reimburse Plaintiffs for the reasonable cost of their cell
26 phone, despite the fact that these expenditures were incurred at the instruction of Defendant
27 and for the benefit of Defendant's business.

28 79. As a direct and proximate result of Defendant's failure to reimburse Plaintiffs for
these necessary expenditures, Plaintiffs have been injured in an amount to be proved at trial.

1 80. Plaintiffs are, therefore, entitled to recover reimbursement for these necessary
2 expenditures and also to recover costs, interests, and attorneys' fees as provided by California
3 law, including Labor Code § 2802(c).

4
5 **SEVENTH CAUSE OF ACTION**
6 **Restitution of Wages**
7 **(Bus. & Profs. Code § 17200, *et seq.*)**
8 **Brought by All Plaintiffs**
9 **As to Defendant SkinSpirit Essential, LLC**

10 81. Plaintiffs incorporate by reference all preceding paragraphs as though fully set
11 forth herein.

12 82. Defendant has engaged in unfair competition within the meaning of California
13 Business and Professions Code § 17200, *et seq.* because Defendant's conduct is unfair and
14 unlawful as herein alleged.

15 83. As a direct and proximate result of Defendant's prohibited unfair and unlawful
16 business practices as alleged herein, Plaintiffs have been injured in an amount to be proved at
17 trial.

18 84. Plaintiffs are entitled to restitution of all amounts which Defendant was obligated
19 to provide to Plaintiffs and through the unfair and unlawful practices alleged herein, Defendant
20 did not pay to Plaintiffs.

21 85. Plaintiffs are additionally entitled to recovery of interest, costs, and attorneys'
22 fees according to law.

23 **EIGHTH CAUSE OF ACTION**
24 **Failure to Provide Employment Records**
25 **(Lab. Code § 226, 247.5, 432, 1198.5)**
26 **Brought by Plaintiff Rad**
27 **As to Defendant SkinSpirit Essential, LLC**

28 86. Plaintiff incorporates by reference all preceding paragraphs as though fully set
29 forth herein.

 87. On or about June 13, 2024, counsel for Plaintiff requested her employment

1 records pursuant to Labor Code §§ 226, 247.5, 432, and 1198.5. Defendant failed to provide all
2 records, including any time records or wage statements.

3 88. As a result, Plaintiff Rad is entitled to penalties under California Labor Code §
4 226 in the estimated amount of \$750.

5
6 **NINTH CAUSE OF ACTION**
7 **Public Injunctive Relief**
8 **(Bus. & Profs. Code § 17200, *et seq.*)**
9 **Brought by Plaintiff Rad**
10 **As to Defendant SkinSpirit Essential, LLC**

11 89. Plaintiff incorporates by reference all preceding paragraphs as though fully set
12 forth herein.

13 90. Defendant has engaged in unfair competition within the meaning of California
14 Business and Professions Code section 17200 *et seq.* because Defendant's conduct is unfair
15 and illegal, as herein alleged. Defendant's conduct as alleged constituted, and constitutes, a
16 continuing course of conduct of unfair competition since said Defendant is engaging in
17 employment practices that violate California law.

18 91. As a direct, proximate, and foreseeable result of Defendant's conduct as alleged
19 above, Defendant has caused injury to Plaintiffs and to the public.

20 92. Plaintiff and the public are entitled to relief, including public injunctive relief.

21 93. Defendant's conduct, as alleged above, is a serious and continuing threat to
22 Plaintiff and the public. If Defendant is allowed to continue those violations of California law,
23 Plaintiff and the public will suffer further immediate and irreparable injury, loss, and damage.

24 94. In the absence of a temporary restraining order and preliminary and permanent
25 injunctions as prayed for below, Defendant will continue to engage in unfair business
26 practices.

27 95. Unless Defendant is restrained by this Court, Plaintiff and members of the
28 general public will have no adequate remedy at law in that individual suits for rescission and
restitution will not be economically justified because of the relatively small amounts that

1 would be due to each employee, competitor, and consumer, while additional suits under
2 California's Unfair Competition Law would lead to a multiplicity of judicial proceedings.

3 96. Accordingly, Plaintiff is entitled to public injunctive relief in the form of a
4 temporary restraining order, preliminary injunction, and permanent injunction, each enjoining
5 Defendant from further violations of California law as alleged.

6 97. Plaintiff is further entitled to costs and attorneys' fees for pursuing the injunction
7 requested herein.

8 **TENTH CAUSE OF ACTION**
9 **Violations of the California Private Attorneys General Act**
10 **(Lab. Code §§ 2698 *et seq.*)**
11 **Brought by Plaintiff LWDA *ex rel.* Rad,**
12 **As to Defendant SkinSpirit Essential, LLC**

13 98. Plaintiffs incorporate by reference all preceding paragraphs as though fully set
14 forth herein.

15 99. Plaintiffs bring this cause of action in a representative capacity on behalf of the
16 California LWDA.

17 100. Civil penalties under PAGA are sought as to Labor Code violations occurring
18 within the period commencing June 6, 2024 and concluding at the entry of final judgment in
19 this action ("PAGA Period").

20 101. Civil penalties under PAGA are sought as all employees of Defendant working
21 within California at any time during the PAGA Period ("Aggrieved Employees"). As used
22 herein, Aggrieved Employees includes Plaintiff Rad.

23 102. Plaintiffs seek to redress violations of the California Labor Code committed by
24 Defendant against Aggrieved Employees as set out in the Private Attorneys General Act
25 ("PAGA") notice document submitted to the Labor and Workforce Development Agency, a
26 true and correct copy of which is attached as Exhibit A.

27 103. Plaintiffs have fully complied with notice requirements under PAGA by giving
28 written notice to both the Labor and Workforce Development Agency and Defendant pursuant
to Labor Code § 2699.3, and by paying the filing fees required by the same.

104. Sixty-five calendar days have now passed since Plaintiffs gave the LWDA notice of their PAGA claims. The LWDA has not responded or taken any position as to those claims. Accordingly, Plaintiffs now have the right to pursue those claims through a representative civil suit pursuant to Labor Code § 2699.3.

105. For the violations of the Labor Code alleged, Plaintiffs have no administrative remedies to exhaust.

106. Plaintiff Rad has personally suffered at least one of the violations of the Labor Code set out in Exhibit A and has been injured as a direct and proximate result.

107. Pursuant to Labor Code § 2699, subdivisions (a) and (f), Plaintiffs accordingly seek to recover civil penalties against Defendant for the specified Labor Code violations against Aggrieved Employees.

108. In addition, Plaintiffs seek to recover her reasonable attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

VII. PRAYER FOR RELIEF

Wherefore, Plaintiffs pray for relief as follows:

1. That the Court certify this action as a class action on behalf of the putative class pursuant to Code of Civil Procedure section 382;
2. That the Court designate Plaintiff as representative of the putative class;
3. That the Court appoint the law firm Aiman-Smith & Marcy as class counsel;
4. That the Court order Defendant, at its own expense, to provide full and adequate notice as required in class actions to all members of the putative class;
5. That in addition to any constitutionally sufficient notice that may otherwise be required, the Court further order Defendant to pay for all necessary efforts to actually locate putative class members;
6. That this Court issue a temporary injunction, on terms the Court may deem appropriate and necessary, prohibiting Defendant from engaging in the practices complained of herein pending trial of this action, and requiring Defendant to

1 make appropriate reports to the Court or its appointed agent or expert regarding
2 its compliance with said injunction, and requiring Defendant to pay all costs
3 associated with said monitoring said injunction;

4 7. That this Court issue a permanent injunction, on terms the Court may deem
5 appropriate and necessary, prohibiting Defendant from engaging in the practices
6 complained of herein, requiring Defendant to make appropriate reports to the
7 Court or its appointed agent or expert regarding its compliance with said
8 injunction, and requiring Defendant to pay all costs associated with monitoring
9 said injunction;

10 8. That the Court order Defendant to pay all amounts owed to the Plaintiffs arising
11 out of the actions complained of herein, including statutory penalties,
12 compensatory damages, punitive damages, interest, and costs;

13 9. That the Court order Defendant's pay all amounts owed to the California Labor
14 and Workforce Development Agency arising out of the actions complained of
15 herein, including civil penalties;

16 10. That the Court order Defendants pay all amounts owed to Aggrieved Employees
17 arising out of the actions complained of herein, including civil penalties;

18 11. That Defendant be ordered to pay Plaintiffs' reasonable attorneys' fees pursuant
19 to Labor Code sections 203, 218.5, 226, 1198.5, 1194, 1197, 2802, and 2699;
20 California Code of Civil Procedure section 1021.5; and the common law
21 doctrines of common fund, substantial benefit, private attorneys general, and the
22 catalyst theory;

23 12. That Defendant be ordered to pay Plaintiffs' reasonable costs of suit incurred;
24 and

25 13. That the Court order such other legal and equitable relief as the Court may deem
26 just and proper.

27 ///

28 ///

1 October 9, 2024



2
3 /s/ Lisseth Bayona

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5 Lisseth Bayona
6 Attorneys for Plaintiffs
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1 **DEMAND FOR JURY TRIAL**

2 Plaintiff Rad, both in her individual capacity and in all representative capacities, hereby
3 demands a jury trial on all causes of action, claims, and issues with respect to which Plaintiffs
4 have a right to a jury trial.
5

6
7 October 9, 2024



8
9 */s/ Lisseth Bayona*
10 _____

11 Lisseth Bayona
12 Attorneys for Plaintiffs
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EXHIBIT A

June 6, 2024

Via Online Filing

California Labor and Workforce Development Agency

Via Certified Mail

SkinSpirit Essential LLC
2692 NE 49th Street
Seattle, WA 98105

SkinSpirit Essential LLC
701 Emerson Street
Palo Alto, CA 94301

Re: LWDA ex rel. Sarah Rad v. SkinSpirit Essential LLC, et al.

Dear PAGA Administrator:

My firm represents Sarah Rad (Relator). Pursuant to California Labor Code section 2699.3, subdivisions (a) and (c), Relator hereby provides notice of violations under the Private Attorneys General Act.

Pursuant to Labor Code section 2699, subdivisions (a) and (f), Relator applies to recover civil penalties against Defendant SkinSpirit Essential LLC (SkinSpirit). In addition, Relator applies to recover civil penalties against Defendants named herein as Does 1 through 15, inclusive. Realtor seeks to proceed against Defendants via a civil action brought on behalf of, and in the name of, the California Labor and Workforce Development Agency (LWDA).

SkinSpirit Essential LLC is incorporated in Washington, and conducts business in California, including throughout Alameda County, with its headquarters located in Seattle, Washington.

Relator is ignorant of the true names or capacities of Defendants named herein as Does 1 through 15, inclusive, and therefore names these Defendants by these fictitious names. When the names and capacities of these Defendants are ascertained, Relator will amend this notice accordingly. Each of the Defendants named herein or designated as a Doe is liable or in some manner legally responsible under the Private Attorneys General Act for the violations alleged herein.

Relator hereinafter refers to all these Defendants collectively as “Defendants.”

Penalties are sought for violations as alleged below occurring within the period commencing one year prior to the date of this Notice and proceeding through the entry of final

judgment (Claim Period). Relator seeks to recover such penalties via a lawsuit to be filed against Defendants in Alameda Superior Court.

Such penalties are sought as to a group of aggrieved employees consisting of all persons employed by SkinSpirit working within California at any time during the Claim Period (Aggrieved Employees). Defendants' employment of the Aggrieved Employees is governed by Industrial Welfare Commission Wage Order No. 2 (Wage Order).

Defendants employ persons in the personal service industry. Defendants are each an entity and/or person who directly or indirectly, or through an agent or any other person, employed or exercised control over the wages, hours, or working conditions of Relator.

Defendants employed Relator as an assistant clinic manager from approximately March 1, 2023 through April 30, 2024.

The violations alleged, and the penalties sought, are as follows:

1. Defendants' Conduct

Throughout the Claim Period, Defendants have failed to authorize or permit Aggrieved Employees to take meal periods of not less than 30 minutes, uninterrupted and relieved of all duties, by no later than the end of the 5th hour of work. Defendants have also failed to authorize or permit rest periods of 10 minutes, uninterrupted and relieved of all duties, for every four hours or major fraction thereof. Specifically, Relator was deterred and prevented from taking meal and rest periods as required under the Labor Code due to inadequate staffing, excessive workload, and other policies, practices, and requirements of the Defendants. Relator is informed and believes that Aggrieved Employees were similarly not provided with compliant meal and rest breaks.

Defendants have not paid premium meal or rest period wages for days on which they fail to authorize or permit Aggrieved Employees to take compliant meal and/or rest breaks.

Throughout her employment, Defendants failed to pay Aggrieved Employees minimum, overtime, and contractual wages for all hours actually worked. For example, Relator frequently worked overtime hours due to understaffing, the press of business, and other factors. However, she was only paid for eight hours daily, which was her scheduled shift, at her regular rate of pay. Relator is informed and believes that Aggrieved Employees were similarly denied wages for all hours actually worked.

Defendants failed to provide Aggrieved Employees with accurate, itemized wage statements. For example, the wage statements Defendants provided Relator failed to accurately state the hours Relator actually worked, and the wages Relator actually earned by law. Relator is informed and believes that Aggrieved Employees were similarly not provided with accurate, itemized wage statements. As a direct and proximate result of Defendants' failure to provide Aggrieved Employees with accurate, itemized wage statements, they have suffered injury and damage to their statutorily protected rights and have been injured because they were denied both their legal right to receive, and their protected interest in receiving, accurate, itemized wage statements.

Defendants' failure to provide Aggrieved Employees with accurate, itemized wage statements is and was knowing and intentional.

Defendants have also failed to pay all wages to those Aggrieved Employees who separated from Defendants' employment within the Claim Period. Within the Claim Period, Aggrieved Employees have resigned from their employment or were terminated by Defendants. Defendants willfully failed to pay said Aggrieved Employees all wages due upon termination or within 72 hours of resignation. Defendants failed to pay said Aggrieved Employees all wages due because they were not provided with premium meal and rest period wages and minimum, overtime, and contractual wages that were owed and not paid.

Defendants required Relator to use her personal cell phone to communicate with her supervisor and coworkers about work-related tasks in connection with her employment with Defendants. Relator is informed and believes that Aggrieved Employees were similarly required to use their personal cell phones without reimbursement. Defendants failed to reimburse Relator and Aggrieved Employees for the reasonable cost of use of their cell phones, despite the fact that these expenses were incurred at the instruction of Defendants and for the benefit of Defendants' business.

2. Applicable Penalties, Including Underpaid Wages and Waiting-Time-Penalties as Penalties

2.1. Failure to Provide Rest or Meal Periods

For each pay period in which an employee is not authorized or permitted a compliant rest or meal period, Defendants have violated Labor Code sections 226.7 (rest periods), 512 (meal period), and the Wage Order (rest and meal periods).

Violations of section 226.7 are subject to penalties under Labor Code section 2699 in the amount of \$100 per violation.

Violations of section 512 are subject to penalties under Labor Code section 2699 in the amount of \$100 per violation.

Violations of the Wage Order are subject to penalties under Labor Code section 558 in the amount of \$50 per violation. In addition, because penalties provided for in section 558, subdivision (a) are in addition to any other penalty provided by law, Defendants are also subject to penalties under Labor Code section 2699 in the amount of \$100 per violation. *See, Fleming v. Dollar Tree Stores, Inc.* (N.D. Cal. 2006) 2006 U.S. Dist. LEXIS 67749 at pp. 23-28 (stacking penalties authorized where applicable penalty is expressly stated to be supplemental rather than an exclusive penalty). Thus, total penalties of \$150 are available per violation of the Wage Order.

In total, penalties of \$250 are available for each pay period in which Defendants failed to authorize or permit an employee to take a compliant rest period, and for each pay period in which Defendants failed to authorize or permit an employee to take a compliant meal period.

2.2. Failure to Pay Premium Rest or Meal Period Wages

For each pay period in which an employee is not provided with a compliant rest period and not paid the required premium rest period wage, or in which an employee is not provided with a compliant meal period and not paid the required premium meal period wage, Defendants have violated Labor Code sections 226.7 (premium rest and meal period wages), 204/204b (regular payment of all wages due), 226 (accurate wage statements), and the Wage Order (premium rest and meal period wages).

Violations of section 226.7 are subject to penalties under Labor Code section 2699 in the amount of \$100 per violation.

Violations of sections 204 and 204b are subject to penalties under Labor Code section 2699 in the amount of \$100 per violation.

Violations of section 226 are subject to penalties under Labor Code section 226.3 in the amount of \$250 per violation. Because section 226.3's penalties are supplemental, violations of section 1197 are also subject to penalties under section 2699 in the amount of \$100 per violation. Thus, total penalties of \$350 are available per violation of section 226.

As previously noted, total penalties of \$150 are available per violation of the Wage Order.

In total, penalties of \$700 are available for each pay period in which an employee is not authorized or permitted to take a compliant rest period and not paid the required premium rest period wage, or in which an employee is not authorized or permitted to take a compliant meal period and not paid the required premium meal period wage.

2.3. Failure to Pay Minimum, Overtime, and Contractual Wages

For each pay period in which an employee is not paid the required minimum or overtime wage for all hours actually worked, Defendants have violated Labor Code sections 1197 (minimum and overtime wages), 510 (overtime wages), 204/204b (regular payment of all wages due), 226 (accurate wage statements), and the Wage Order (minimum and overtime wages).

Violations of section 1197 are subject to penalties under Labor Code section 1197.1 of \$100 per violation. Section 1197.1's penalties are supplemental. *Id.* at subd. (i). Accordingly, violations of section 1197 are also subject to penalties under section 2699 in the amount of \$100 per violation. Thus, total penalties of \$200 are available per violation under section 1197.

Violations of section 510 are subject to penalties under Labor Code section 2699 in the amount of \$100 per violation.

Violations of sections 204 and 204b are subject to penalties under Labor Code section 2699 in the amount of \$100 per violation.

As previously noted, total penalties of \$350 are available per violation of section 226.

As previously noted, total penalties of \$150 are available per violation of the Wage Order.

In total, penalties of \$900 are available for each pay period in which an employee is not paid the required minimum, overtime, or contractual wage for all hours actually worked.

2.4. Underpaid Wages, Liquidated Damages, and Waiting Time Penalties

In addition to civil penalties, Relator is authorized as the LWDA's representative to recover additional civil penalties in an "amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203." *See*, § 1197.1, subd. (a)(2) (quoted); § 558, subd. (a)(1)-(2) (specifying per violation penalties "in addition to an amount sufficient to recover underpaid wages"); § 256 ("The Labor Commissioner shall impose a civil penalty in an amount not exceeding 30 days pay as waiting time under the terms of Section 203.")

2.5. Failure to Pay All Wages Due at Separation

For each employee who separated from Defendants' employment without receiving payment of all wages owing and due, including premium rest and meal period wages, Defendants have violated sections 201 and 202, which require the payment of all wages due at the time of separation. Violation of sections 201 and 202 are subject to penalties under section 2699 in the amount of \$100 per violation.

2.6. Failure to Reimburse Necessary Business Expenses

For each pay period in which an employee is not reimbursed for a necessary business expense, Defendants violated Labor Code section 2802 and the Wage Order.

Violations of section 2802 are subject to penalties under Labor Code section 2699 in the amount of \$100 per violation.

As previously noted, total penalties of \$850 are available per violation of the Wage Order.

In total, penalties of \$950 are available for each pay period in which an employee is not reimbursed for necessary business expenses. In addition, Relator shall seek to recover subsequent violation penalties for each violation occurring after the date Defendants received this Notice, and thereby received notice that its conduct was violating state law.

2.7. Receipt of Wages Previously Paid, and Secret Payment of Lower Wage, Labor Code § 225.5

For each pay period in which an employee's purchase of necessary business expenses goes unreimbursed, that employee is effectively forced to pay to Defendants a portion of wages previously paid, and Defendants have violated Labor Code section 221. Defendants' payment of a lower, secret wage than was agreed or is statutorily required is a violation of Labor Code section 223.

For each violation of section 221, and for each violation of 223, Defendants are subject to penalties under section 225.5 of \$100 per violation. Because section 225.5's penalties are supplemental, each violation of section 221, and each violation of section 223 is also subject to penalties under section 2699 in the amount of \$100 per violation.

In total, penalties of \$400 are available for each pay period in which an employee made an unreimbursed purchase of a necessary business expense in violation of sections 221 and 223.

Relator reserves the right to file a further amended or supplemental notice as new violations come to light.

Please contact me with any questions or concerns regarding the allegations contained in this notice.

Very truly yours,
AIMAN-SMITH & MARCY
A PROFESSIONAL CORPORATION

/s/ Hallie Von Rock

Hallie Von Rock
hvr@asmlawyers.com

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

skinSpirit Essential LLC
701 Emerson Street
Palo Alto, CA 94301



9590 9402 3962 8079 0603 52

2. Article Number (Transfer from service label)

9589 0710 5270 0591 8899 06

PS Form 3811, July 2015 PSN 7530-02-000-9053

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A. Signature

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☐ Agent

☒ Addressee

B. Received by (Printed Name)

SPENCER SANCHEZ

C. Date of Delivery

6/10

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1. Article Addressed to:

SkinSpirit Essential LLC
2692 NE 49th Street
Seattle, WA 98105



9590 9402 3962 8079 0603 38

2. Article Number (Transfer from service label)

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☐ Agent

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Nubia Vazquez 6/15/24

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☐ Signature Confirmation™

☐ Collect on Delivery Restricted Delivery

☐ Signature Confirmation Restricted Delivery

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