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Attorneys for Defendants ESTÉE LAUDER INC.,
a Delaware corporation; and ELC BEAUTY LLC,
a Delaware limited liability company.

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CHLOE AKANA, on behalf of herself,
all others similarly situated,

Plaintiffs,

vs.

ESTEE LAUDER INC., a Delaware
corporation; and ELC BEAUTY LLC, a
Delaware limited liability company; and
DOES 1 through 50, inclusive,

Defendants.

CASE NO.:

**NOTICE OF REMOVAL OF ACTION
TO THE UNITED STATES DISTRICT
COURT FOR THE CENTRAL
DISTRICT OF CALIFORNIA
PURSUANT TO 28 U.S.C. §§ 1332, 1441,
1446, and 1453**

[Filed concurrently with the Civil Cover
Sheet; Declaration of Frank M. Liberatore;
Declaration of Mark Angeles with respect to
Estée Lauder Inc.; Declaration of Mark
Angeles with respect to ELC Beauty LLC;
Corporate Disclosure Statement; Notice of
Interested Parties and Notice of Related
Cases.]

Action Filed: December 27, 2018

1 TO THE HONORABLE CLERK OF THE UNITED STATES DISTRICT COURT
2 FOR THE CENTRAL DISTRICT OF CALIFORNIA AND TO PLAINTIFF AND HER
3 COUNSEL OF RECORD:

4 PLEASE TAKE NOTICE that ESTÉE LAUDER INC. (erroneously sued as ESTEE
5 LAUDER INC.) and ELC BEAUTY LLC (“Defendants”), defendants in the above-titled
6 action, hereby remove this matter to the United States District Court for the Central District
7 of California pursuant to 28 U.S.C. §§ 1332(d), 1441, 1446 and 1453 to effect the removal
8 of the above-captioned action, which was commenced in the Superior Court of the State of
9 California in and for the County of Los Angeles, and states that the removal is proper for
10 the reasons stated below.

11 **SERVICE AND PLEADINGS FILED IN STATE COURT**

12 1. On December 27, 2018, Plaintiff Chloe Akana filed a putative class action
13 complaint (“Complaint”) against Estée Lauder Inc. and ELC Beauty LLC, in the Superior
14 Court of the State of California for the County of Los Angeles entitled, *Chloe Akana v.*
15 *Estee Lauder Inc., ELC Beauty LLC, and Does 1 through 50*, Case No. 18STCV09741,
16 alleging seven causes of action for: (1) Failure to Provide Meal Periods; (2) Failure to
17 Provide Rest Periods; (3) Failure to Pay Hourly Wages; (4) Failure to Indemnify; (5)
18 Failure to Provide Accurate Written Wage Statements; (6) Failure to Timely Pay All Final
19 Wages; and (7) Unfair Competition. The Complaint does not specify the dollar amount
20 of damages being sought. A true and complete copy of the Summons, Complaint, and
21 Civil Case Cover Sheet and related case documents filed in the Los Angeles County
22 Superior Court and served on Defendants are attached as **Exhibit A** to the Declaration of
23 Frank M. Liberatore (“Liberatore Decl.”) filed concurrently with this Notice of Removal.

24 2. Plaintiff served Defendants pursuant to California Code of Civil Procedure
25 (“CCP”) § 416.10, by personally delivering the Summons and Complaint on January 2,
26 2019, to Defendants’ agents for service of process. (Liberatore Decl. ¶ 3.) **Exhibit A**
27 constitutes all the pleadings that have been filed and/or served in this action as of the date
28 of filing this Notice of Removal. (*Id.* at ¶ 4.)

3. On January 31, 2019, Defendants filed and served their Answer in the Los Angeles County Superior Court. (Liberatore Decl. **Exhibit B.**)

TIMELINESS OF REMOVAL

4. Defendants' removal is timely because it has been filed within thirty (30) days after Defendants first ascertained that the case was removable. See 28 U.S.C. § 1446(b)(3); C.C.P. § 412.20(a)(3).

NOTICE TO ALL PARTIES AND STATE COURT

5. In accordance with 28 U.S.C. § 1446(d), the undersigned counsel certifies that a copy of this Notice of Removal and all supporting pleadings will be served promptly on Plaintiff's counsel and filed with the Clerk of the Los Angeles County Superior Court. Therefore, all procedural requirements under 28 U.S.C. § 1446 will be followed and satisfied.

JURISDICTION UNDER THE CLASS ACTION FAIRNESS ACT

6. Section 4 of the Class Action Fairness Act ("CAFA"), 28 U.S.C. § 1332(d)(2) has been amended to provide, in relevant part:

The district courts shall have original jurisdiction of any civil action in which the matter in controversy exceeds the sum or value of \$5,000,000, exclusive of interest and costs, and is a class action in which – (A) any member of a class of plaintiffs is a citizen of a State different from any defendant.

7. In addition, CAFA confers federal court jurisdiction only where the proposed class involves 100 or more members, or where the primary defendants are not States, State officials, or other governmental entities. 28 U.S.C. § 1332(d)(5).

8. As set forth below, this action satisfies all the requirements for federal jurisdiction under CAFA. This action (1) involves an amount in controversy greater than \$5,000,000; (2) involves a plaintiff and defendants who are citizens of different states; (3) involves a putative class of 100 or more purported members; and (4) does not involve a defendant who is a governmental official or entity.

The Purported Amount in Controversy Exceeds \$5,000,000

1 9. CAFA authorizes the removal of class actions in which the amount in
2 controversy exceeds \$5,000,000. 28 U.S.C. § 1332(d).

3 10. When measuring the amount in controversy, the court must assume that the
4 allegations of the complaint are true and that a jury will return a verdict for the plaintiff
5 on all claims made in the complaint. *Fong v. Regis Corp.*, 2014 U.S. Dist. LEXIS 275,
6 *5 (N.D. Cal. 2014), citing *Kenneth Rothschild Trust v. Morgan Stanley Dean Witter*, 199
7 F.Supp.2d 992, 1001 (C.D. Cal. 2002).

8 11. In *Dart Cherokee Basin Operating Company, LLC v. Owens*, 135 S. Ct. 547
9 (2014), the United States Supreme Court held that, where the complaint is silent as to
10 whether the amount in controversy meets CAFA’s jurisdictional threshold of \$5,000,000,
11 “a defendant’s notice of removal need include only a *plausible* allegation that the amount
12 in controversy exceeds the jurisdictional threshold.” *Id.* at 554 (emphasis added). For the
13 following reasons, the Complaint places an amount in controversy exceeding \$5,000,000.

14 12. Although the Complaint is silent as to the amount in controversy, the amount
15 in controversy exceeds \$5,000,000 as to the putative class’ first, second, fifth and sixth
16 causes of action alone when the following allegations set forth by Plaintiff are considered:¹

17 13. With respect to the putative class’ first, second, fifth and sixth causes of
18 action, the putative class consists of “all persons employed by Defendants and/or staffing
19 agencies and/or any other third parties who sold cosmetics at a retail store (including but
20 not limited to Estée Lauder stores and/or department stores) in hourly or non-exempt
21 positions in California during the Relevant Time Period.” (Complaint ¶12.) “The relevant
22 time period is defined as the time period beginning four years prior to the filing of this
23 action until judgment is decreed,” which is December 27, 2014 to the present. (Complaint
24 ¶12.) There are at least 7,713 persons that fit Plaintiff’s definition of the class, as of
25 January 2019, when Defendants last ran their putative class data. (Declaration of Mark
26 Angeles with respect to ELC Beauty LLC (“Angeles Decl. (ELC)”), ¶ 5.)

27
28 ¹ The assumptions set forth herein are based on the information provided by Defendants solely for the purposes of calculating various theories as alleged in the Complaint. No admission is being made by Defendants with respect to liability, damages, certification, or any other purpose.

1 a. From December 27, 2014 to January 31, 2019, there are 818,704
2 workweeks.

3 b. Under the first cause of action, the putative class seeks damages for
4 alleged premium pay for noncompliant meal breaks. To compute the amount in
5 controversy deriving from these claims, in the event Plaintiffs were able to prove only one
6 noncompliant meal break per week per employee, using the above time frame, and
7 Plaintiff's hourly rate of \$24.97, (Angeles Decl. (ELC), ¶ 6), this would total
8 \$20,443,038.90. In the alternative, to compute the amount in controversy deriving from
9 these claims, in the event Plaintiffs were able to prove only one noncompliant meal break
10 per week per employee, using the minimum wage rate in effect in December 2014 of \$9.00
11 per hour, this would total \$7,368,336.

12 c. Under the second cause of action, the putative class seeks damages for
13 alleged premium pay for noncompliant rest breaks. To compute the amount in controversy
14 deriving from these claims, in the event Plaintiffs were able to prove only one
15 noncompliant rest break per week per employee, using the above time frame, and
16 Plaintiff's hourly rate of \$24.97, this would total \$20,443,038.90. In the alternative, to
17 compute the amount in controversy deriving from these claims, in the event Plaintiffs were
18 able to prove only one noncompliant rest break per week per employee, using the above
19 time frame, and the minimum wage rate in effect in December 2014 of \$9.00 per hour,
20 this would total \$7,368,336.

21 d. Under the sixth cause of action, the putative class seeks waiting time
22 penalties under California Labor Code § 203. According to § 203, an employee who is
23 not timely paid all wages due upon termination may recover a penalty equal to the
24 employee's daily rate of pay for each day the wages are improperly withheld, for up to 30
25 days. Given the number of employees whose employment was terminated since
26 December 27, 2015, (4,693 formers, as of January 2019, when Defendants last ran their
27 putative class data) (Angeles Decl. (ELC), ¶ 5), the potential exposure for waiting time
28 penalties significantly increases the amount in controversy by \$28,124,210.40 (assuming

1 Plaintiff's rate of pay of \$24.97 per hour) and \$10,136,880 (assuming the minimum wage
2 in effect in December 2015 of \$9.00 per hour.

3 e. Under the fifth cause of action, the putative class seeks penalties under
4 California Labor Code section 226. Section 226(e) provides that an employee suffering
5 injury as a result of an employer's failure to provide accurate wage statements may recover
6 the greater of (a) actual damages; or (b) fifty dollars (\$50) for the initial pay period in
7 which a violation occurs and one hundred dollars (\$100) per employee for each subsequent
8 violation, not to exceed an aggregate penalty of four thousand dollars (\$4,000). Given the
9 rates of turnover experienced by Defendants, each position could generate approximately
10 \$4,000 in wage statement penalties. Together with the amount in controversy from the
11 first, second, fifth and sixth causes of action, the amount in controversy is sufficient to
12 support removal.

13 f. Accordingly, the amount placed in controversy by Plaintiffs'
14 Complaint exceeds \$5,000,000 when evaluating the time period and the allegations as set
15 forth above.

16 g. Based on the allegations in the Complaint, the amount in controversy
17 arising from the first and second causes of action could be considerably greater if you
18 assumed a higher violation rate for the alleged rest period and meal period claims.

19 14. The above estimates of the amount in controversy reach the jurisdictional
20 threshold without including the unspecified amount of attorneys' fees that Plaintiffs seek.
21 In determining whether a complaint meets the amount in controversy threshold for a
22 removal under 28 U.S.C. § 1332, a court may also consider the value of claims for
23 attorney's fees. *See Goldberg v. CPC Int'l, Inc.*, 678 F.2d 1365, 1367 (9th Cir. 1982)
24 (attorney's fees may be taken into account to determine jurisdictional amount); *see also*
25 *Galt G/S v. JSS Scandinavia*, 142 F.3d 1150, 1155-56 (9th Cir. 1998) (holding the amount
26 in controversy may include attorney's fees recoverable by statute).

27 15. For the foregoing reasons, the amount in controversy is sufficient to meet that
28 requirement for removal under CAFA.

Plaintiff and Defendants Are Citizens of Different States

16. CAFA's diversity requirement is satisfied when any member of a class of plaintiffs is a citizen of a state different from any defendant, when at least one member of a class is a citizen of a foreign state and one defendant is a U.S. citizen, or when at least one member of a class of plaintiffs is a U.S. citizen and one defendant is a citizen of a foreign state. 28 U.S.C. § 1332(d)(2).

17. Diversity of citizenship is determined "as of the time the complaint is filed and removal is effected." *Strotek Corp. v. Air Transp. Ass'n of America*, 300 F.3d 1129, 1131 (9th Cir. 2002) (citations omitted).

18. A natural person's citizenship is determined by that person's state of "domicile." *Kanter v. Warner-Lambert Co.*, 265 F.3d 853, 857 (9th Cir. 2001). "A person's domicile is her permanent home, where she resides with the intention to remain or to which she intends to return." *Id.* (citation omitted).

19. Here, Plaintiff alleges that at least one member of the class resides in California.

20. A corporation is a citizen of any state where it is incorporated and of the state where it has its principal place of business. *See* 28 U.S.C. § 1332(c); *Hertz Corp v. Friend*, 559 U.S. 77, 92-93 (2010). A limited liability company "is a citizen of every state of which its owners/members are citizens." *Johnson v. Columbia Properties Anchorage, LP*, 437 F.3d 894, 899 (9th Cir. 2006).

21. Defendant Estée Lauder Inc. is incorporated under the laws of the State of Delaware, with its principal place of business and headquarters located at 757 Fifth Avenue, New York, New York 10153. The State of New York is where Defendant Estée Lauder Inc.'s main office and management functions are concentrated and from where Defendant Estée Lauder Inc.'s high level officers direct, control, and coordinate Defendant Estée Lauder Inc.'s activities. (Declaration of Mark Angeles with respect to Estée Lauder Inc. ("Angeles Decl. (Estée)", ¶ 3.)

22. Defendant ELC Beauty LLC is, and was at the time of the institution of this

1 civil action, and at all times intervening, a limited liability company under the laws of the
2 State of Delaware. Defendant ELC Beauty LLC’s principal place of business is in the
3 State of New York. (Angeles Decl. (ELC), ¶ 3.) The state of New York is where Defendant
4 ELC Beauty LLC’s primary executive, administrative, financial, and management
5 functions are conducted and where the high level officers direct, control, and coordinate
6 the company’s activities. (Angeles Decl. (ELC), ¶ 3); *The Hertz Corporation v. Friend*
7 (2010) 130 S. Ct. 1181, 1192. Applying the “nerve center” test, New York is thus the
8 state where Defendant ELC Beauty LLC’s primary executive, administrative, financial,
9 and management functions are conducted and where the high level officers direct, control,
10 and coordinate the company’s activities—i.e., the principal place of business of Defendant
11 ELC Beauty LLC. (Angeles Decl. (ELC), ¶ 3.) Defendant ELC Beauty LLC has one
12 member – The Estée Lauder Companies Inc. which is a Delaware corporation and has its
13 principal place of business in New York. (Angeles Decl. (ELC), ¶ 4.) Defendant ELC
14 Beauty LLC is therefore a citizen of Delaware and New York.

15 23. The only other defendants named in Plaintiff’s Complaint merely are
16 fictitious parties identified as “DOES 1 through 50,” whose citizenship must be
17 disregarded for the purpose of removal. 28 U.S.C. § 1441(a) (“For purposes of removal
18 under this Chapter, the citizenship of defendants used under a fictitious name shall be
19 disregarded.”) Thus, there are no other defendants to join in the removal of this action to
20 this Court and complete diversity of citizenship between the parties exists within the
21 meaning of 28 U.S.C. § 1332.

22 24. Therefore, the diversity requirement of CAFA removal is satisfied because
23 Plaintiffs are citizens of the State of California, and Defendants are not a citizen of
24 California.

25 The Putative Class Consists of More Than 100 Members

26 25. Plaintiff alleges that the putative class is so large that joinder of all class
27 members would be impracticable. (Complaint ¶ 14.) There are more than 100 members
28 that fall within the definition of Plaintiff’s putative class. (Angeles Decl. (ELC), ¶ 5.)

1 26. Therefore, based on the pleadings set forth by Plaintiff, the alleged putative
2 class contains more than 100 members.

3 Defendants Are Not a Governmental Official or Entity.

4 27. No defendant is a state, a state official or any other governmental entity.

5 VENUE

6 28. Venue of this action lies in the United States District Court for the Central
7 District of California pursuant to 28 U.S.C. §§ 1441, *et seq.* and 1391(a) because
8 Plaintiff's state court action was filed in this district.

9 CONCLUSION

10 29. For the reasons set forth above, Defendants pray that this action be removed
11 to this Court.

12
13 DATED: February 1, 2019

JACKSON LEWIS P.C.

14
15
16 By: /s/ Frank M. Liberatore
Frank M. Liberatore
Jaclyn Floryan
17
18 Attorneys for Defendants
ESTÉE LAUDER INC.,
19 a Delaware corporation; and ELC BEAUTY
LLC,
20 a Delaware limited liability company
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Attorneys for Defendants ESTÉE LAUDER INC.,
a Delaware corporation; and ELC BEAUTY LLC,
a Delaware limited liability company.

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CHLOE AKANA, on behalf of herself,
all others similarly situated,

Plaintiffs,

vs.

ESTEE LAUDER INC., a Delaware
corporation; and ELC BEAUTY LLC, a
Delaware limited liability company; and
DOES 1 through 50, inclusive,

Defendants.

CASE NO.:

**DECLARATION OF FRANK M.
LIBERATORE IN SUPPORT OF
REMOVAL OF ACTION TO THE
UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF
CALIFORNIA PURSUANT TO 28
U.S.C. §§ 1332, 1441, 1446, and 1453**

[Filed concurrently with the Civil Cover
Sheet; Notice of Removal; Declaration of
Mark Angeles with Respect to ELC Beauty
LLC; Declaration of Mark Angeles with
Respect to Estée Lauder Inc.; Corporate
Disclosure Statement; and Notice of
Interested Parties and Notice of Related
Cases]

Action Filed: December 27, 2018

1 I, Frank M. Liberatore, declare and state as follows:

2 1. I am an attorney duly authorized to practice law before this Court and within
3 the state of California. I am an attorney with the law firm Jackson Lewis P.C., counsel of
4 record for Defendant ESTÉE LAUDER, INC. and Defendant ELC BEAUTY LLC
5 (“Defendants”) in the above-entitled action. I make this declaration in support of
6 Defendants’ Notice of Removal.

7 2. Attached hereto as **Exhibit A** is a true and correct copy of Plaintiff’s
8 Summons, Complaint, and Civil Case Cover Sheet that was served on Defendants and filed
9 in the Los Angeles County Superior Court.

10 3. Plaintiff served Defendants pursuant to California Code of Civil Procedure
11 (“CCP”) § 416.10, by personally delivering the Summons and Complaint on January 2,
12 2019, to Defendants’ agents for service of process.

13 4. To the best of my knowledge and based on information and belief, **Exhibit A**
14 constitutes all pleadings that have been filed in the state court action to date. Additionally,
15 to the best of my knowledge and based on information and belief, no court orders have
16 been filed or served in the state court action to date.

17 5. Attached hereto as **Exhibit B** is a true and correct copy of Defendants’
18 Answer that was served on Plaintiff and filed in the Los Angeles County Superior Court
19 on January 31, 2019.

20 I declare under penalty of perjury under the laws of the State of California and the
21 United States of America that the foregoing is true and correct.

22 Executed this 1st day of February, 2019, at Los Angeles, California.

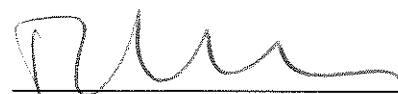
23
24
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26 
27 Frank M. Liberatore
28

Exhibit A

SUM-100

**SUMMONS
(CITACION JUDICIAL)**

**NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):**

ESTEE LAUDER INC., a Delaware corporation; ELC BEAUTY LLC, a Delaware limited liability company; and DOES 1 through 50, inclusive,

**YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

CHLOE AKANA, on behalf of herself, all others similarly situated,

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

CONFORMED COPY
ORIGINAL FILED
Superior Court of California
County of Los Angeles

DEC 27 2018

Sherri R. Carter, Executive Officer/Clerk

By [Signature], Deputy

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:

(El nombre y dirección de la corte es): Stanley Mosk Courthouse

111 North Hill Street

Los Angeles, California 90012

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Shaun Setareh, Esq., 315 South Beverly Drive, Suite 315, Beverly Hills, California 90212, (310) 888-7771

DATE:
(Fecha)

DEC 27 2018

Sherri R. Carter, Clerk

Clerk, by
(Secretario)

Brigitte De La Rosa

, Deputy
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
☐ as the person sued under the fictitious name of (specify):

☒ on behalf of (specify): Estee Lauder Inc., a Delaware Corporation

- under: ☒ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other (specify):

4. ☐ by personal delivery on (date):



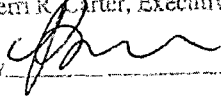
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6 Facsimile (310) 888-0109

7 Attorneys for Plaintiff
CHLOE AKANA

CONFORMED COPY
ORIGINAL FILED
Superior Court of California
County of Los Angeles

DEC 27 2018

Sherri K. Carter, Executive Officer/Clerk

By  Deputy

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 FOR THE COUNTY OF LOS ANGELES
11 UNLIMITED JURISDICTION
12

13 CHLOE AKANA, on behalf of herself, all
14 others similarly situated,

15 *Plaintiff,*

16 vs.

17 ESTEE LAUDER INC., a Delaware
18 corporation; and ELC BEAUTY LLC, a
Delaware limited liability company; and
DOES 1 through 50, inclusive,

19 *Defendants.*
20
21
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27
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Case No.

18STCV09741

CLASS ACTION

COMPLAINT

1. Failure to Provide Meal Periods (Lab. Code §§ 204, 223, 226.7, 512 and 1198);
2. Failure to Provide Rest Periods (Lab. Code §§ 204, 223, 226.7 and 1198);
3. Failure to Pay Hourly Wages (Lab. Code §§ 223, 510, 1194, 1194.2, 1197, 1997.1 and 1198);
4. Failure to Indemnify (Lab. Code § 2802);
5. Failure to Provide Accurate Written Wage Statements (Lab. Code §§ 226(a));
6. Failure to Timely Pay All Final Wages (Lab. Code §§ 201, 202 and 203);
7. Unfair Competition (Bus. & Prof. Code §§ 17200 *et seq.*);

JURY TRIAL DEMANDED

CLASS ACTION COMPLAINT

COMES NOW, Plaintiff CHLOE AKANA ("Plaintiff"), on behalf of herself, all others similarly situated, complains and alleges as follows:

INTRODUCTION

1. Plaintiff brings this class action against Defendant ESTEE LAUDER INC., a Delaware corporation; ELC BEAUTY LLC, a Delaware limited liability company; and DOES 1 through 50, inclusive (collectively referred to as "Defendants") for alleged violations of the Labor Code and Business and Professions Code. As set forth below, Plaintiff alleges that Defendants have:

- (1) failed to provide him and all other similarly situated individuals with meal periods;
- (2) failed to provide them with rest periods;
- (3) failed to pay them premium wages for missed meal and/or rest periods;
- (4) failed to pay them premium wages for missed meal and/or rest periods at the regular rate of pay;
- (5) failed to pay them at least minimum wage for all hours worked;
- (6) failed to pay them overtime wages at the correct rate;
- (7) failed to pay them double time wages at the correct rate;
- (8) failed to reimburse them for all necessary business expenses;
- (9) failed to provide them with accurate written wage statements; and
- (10) failed to pay them all of their final wages following separation of employment.

Based on these alleged Labor Code violations, Plaintiff now brings this class action to recover unpaid wages, restitution and related relief on behalf of herself, all others similarly situated.

JURISDICTION AND VENUE

2. This Court has subject matter jurisdiction to hear this case because the monetary damages and restitution sought by Plaintiff from Defendants conduct exceeds the minimal jurisdiction of the Superior Court of the State of California.

3. Venue is proper in the County of Los Angeles pursuant to Code of Civil Procedure

1 sections 395(a) and 395.5 in that liability arose this county because at least some of the transactions
2 that are the subject matter of this Complaint occurred therein and/or each defendant is found,
3 maintains offices, transacts business and/or has an agent therein.

4 4. Venue is proper in Los Angeles County because Defendants' principal place of
5 business is in Virginia, is incorporated under the laws of Delaware, does business in Santa Clara
6 County, and has not registered a California place of business with the California Secretary of State.
7 As such, venue is proper in any county in California.

8 **PARTIES**

9 5. Plaintiff CHLOE AKANA is, and at all relevant times mentioned herein, an
10 individual residing in the State of California.

11 6. Plaintiff is informed and believes, and thereupon alleges that Defendant ESTEE
12 LAUDER INC. is, and at all relevant times mentioned herein, a Delaware corporation doing
13 business in the State of California.

14 7. Plaintiff is informed and believes, and thereupon alleges that Defendant ELC
15 BEAUTY LLC is, and at all relevant times mentioned herein, a Delaware limited liability company
16 doing business in the State of California.

17 8. Plaintiff is ignorant of the true names and capacities of the defendants sued herein as
18 DOES 1 through 50, inclusive, and therefore sues these defendants by such fictitious names.
19 Plaintiff will amend this Complaint to allege the true names and capacities of the DOE defendants
20 when ascertained. Plaintiff is informed and believes, and thereupon alleges that each of the
21 fictitiously named defendants are responsible in some manner for the occurrences, acts and
22 omissions alleged herein and that Plaintiff's alleged damages were proximately caused by these
23 defendants, and each of them. Plaintiff will amend this complaint to allege both the true names and
24 capacities of the DOE defendants when ascertained.

25 9. Plaintiff is informed and believes, and thereupon alleges that, at all relevant times
26 mentioned herein, some or all of the defendants were the representatives, agents, employees,
27 partners, directors, associates, joint venturers, principals or co-participants of some or all of the
28 other defendants, and in doing the things alleged herein, were acting within the course and scope of

1 such relationship and with the full knowledge, consent and ratification by such other defendants.

2 10. Plaintiff is informed and believes, and thereupon alleges that, at all relevant times
3 mentioned herein, some of the defendants pursued a common course of conduct, acted in concert
4 and conspired with one another, and aided and abetted one another to accomplish the occurrences,
5 acts and omissions alleged herein.

6 **CLASS ALLEGATIONS**

7 11. This action has been brought and may be maintained as a class action pursuant to
8 Code of Civil Procedure section 382 because there is a well-defined community of interest among
9 the persons who comprise the readily ascertainable classes defined below and because Plaintiff is
10 unaware of any difficulties likely to be encountered in managing this case as a class action.

11 12. **Relevant Time Period:** The relevant time period is defined as the time period
12 beginning four years prior to the filing of this action until judgment is entered.

13 **Hourly Employee Class:** All persons employed by Defendants and/or any staffing agencies
14 and/or any other third parties who sold cosmetics at a retail store (including but not limited
15 to Este Lauder stores and/or other department stores) in hourly or non-exempt positions in
16 California during the **Relevant Time Period**.

17 **Meal Period Sub-Class:** All **Hourly Employee Class** members who worked in a
18 shift in excess of five hours during the **Relevant Time Period**.

19 **Rest Period Sub-Class:** All **Hourly Employee Class** members who worked a shift
20 of at least three and one-half (3.5) hours during the **Relevant Time Period**.

21 **Wage Statement Penalties Sub-Class:** All **Hourly Employee Class** members
22 employed by Defendants in California during the period beginning one year before
23 the filing of this action and ending when final judgment is entered.

24 **Waiting Time Penalties Sub-Class:** All **Hourly Employee Class** members who
25 separated from their employment with Defendants during the period beginning three
26 years before the filing of this action and ending when final judgment is entered.

27 **UCL Class:** All **Hourly Employee Class** members employed by Defendants in California
28 during the **Relevant Time Period**.

Expense Reimbursement Class: All persons employed by Defendants in California who
incurred business expenses during the **Relevant Time Period**.

13. **Reservation of Rights:** Pursuant to Rule of Court 3.765(b), Plaintiff reserves the
right to amend or modify the class definitions with greater specificity, by further division into sub-
classes and/or by limitation to particular issues.

1 14. **Numerosity**: The class members are so numerous that the individual joinder of each
2 individual class member is impractical. While Plaintiff does not currently know the exact number
3 of class members, Plaintiff is informed and believes, and thereupon alleges that the actual number
4 exceeds the minimum required for numerosity under California law.

5 15. **Commonality and Predominance**: Common questions of law and fact exist as to
6 all class members and predominate over any questions which affect only individual class members.
7 These common questions include, but are not limited to:

- 8 A. Whether Defendants maintained a policy or practice of failing to provide
9 employees with their meal periods;
- 10 B. Whether Defendants maintained a policy or practice of failing to provide
11 employees with their rest periods;
- 12 C. Whether Defendants failed to pay premium wages to class members when
13 they have not been provided with required meal and/or rest periods;
- 14 D. Whether Defendants failed to pay minimum and/or overtime wages to class
15 members as a result of policies that fail to provide meal periods in accordance
16 with California law;
- 17 E. Whether Defendants failed to pay minimum and/or overtime wages to class
18 members for all time worked;
- 19 F. Whether Defendants used payroll formulas that systematically fail to account
20 for non-discretionary bonuses and/or other applicable remuneration when
21 calculating regular rates of pay for class members;
- 22 G. Whether Defendants failed to pay overtime wages to class members as a
23 result of incorrectly calculating their regular rates of pay;
- 24 H. Whether Defendants failed to pay premium wages to class members based on
25 their respective "regular rates of compensation" by not including
26 commissions and/or other applicable remuneration in calculating the rates at
27 which those wages are paid;
- 28 I. Whether Defendants failed to reimburse class members for all necessary

business expenses incurred during the discharge of their duties;

J. Whether Defendants failed to provide class members with accurate written wage statements as a result of providing them with written wage statements with inaccurate entries for, among other things, amounts of gross and net wages, and total hours worked;

K. Whether Defendants applied policies or practices that result in late and/or incomplete final wage payments;

L. Whether Defendants are liable to class members for waiting time penalties under Labor Code section 203;

M. Whether class members are entitled to restitution of money or property that Defendants may have acquired from them through unfair competition;

16. **Typicality:** Plaintiff's claims are typical of the other class members' claims.

Plaintiff is informed and believes and thereupon alleges that Defendants have a policy or practice of failing to comply with the Labor Code and Business and Professions Code as alleged in this Complaint.

17. **Adequacy of Class Representative:** Plaintiff is an adequate class representative in that he has no interests that are adverse to, or otherwise conflict with, the interests of absent class members and is dedicated to vigorously prosecuting this action on their behalf. Plaintiff will fairly and adequately represent and protect the interests of the other class members.

18. **Adequacy of Class Counsel:** Plaintiff's counsel are adequate class counsel in that they have no known conflicts of interest with Plaintiff or absent class members, are experienced in wage and hour class action litigation, and are dedicated to vigorously prosecuting this action on behalf of Plaintiff and absent class members.

19. **Superiority:** A class action is vastly superior to other available means for fair and efficient adjudication of the class members' claims and would be beneficial to the parties and the Court. Class action treatment will allow a number of similarly situated persons to simultaneously and efficiently prosecute their common claims in a single forum without the unnecessary duplication of effort and expense that numerous individual actions would entail. In addition, the

1 monetary amounts due to many individual class members are likely to be relatively small and would
2 thus make it difficult, if not impossible, for individual class members to both seek and obtain relief.
3 Moreover, a class action will serve an important public interest by permitting class members to
4 effectively pursue the recovery of monies owed to them. Further, a class action will prevent the
5 potential for inconsistent or contradictory judgments inherent in individual litigation.

6 GENERAL ALLEGATIONS

7 20. Plaintiff worked for Defendants as a non-exempt, hourly employee from
8 approximately March 2014 through December 27, 2017.

9 Off-the-Clock Work

10 21. Plaintiff and the putative class were not paid all wages earned as Defendants
11 directed, permitted or otherwise encouraged Plaintiff and the putative class to perform off-the-clock
12 work.

13 22. Plaintiff and the putative class regularly performed work after they had already
14 clocked out.

15 23. Plaintiff and the putative class regularly clocked out for their meal periods but
16 continued working because there was no one to relieve them of their duties so that they could take
17 their meal period. Yet, they still clocked out because they would be disciplined by management if
18 they did not clock out for meal periods.

19 24. Plaintiff and the putative class regularly clocked out at the end of their shift but
20 continued working as they were unable to complete all of their duties in the time allotted as they
21 were usually short staff.

22 25. As a result of performing off-the-clock work that was directed, permitted or
23 otherwise encouraged by Defendants, Plaintiff and the putative class should have been paid for this
24 time. Instead, Defendants only paid Plaintiff and the putative class based on the time they were
25 clocked in for their shifts and did not pay Plaintiff and the putative class for any of the time spent
26 working off-the-clock.

27 26. Defendants knew or should have known that Plaintiff and the putative class were
28 performing work off-the-clock during meal periods and after their shifts ended and failed to pay

1 Plaintiff and the putative class for these hours.

2 27. As a result of Defendants' policies and practices, Plaintiff and the putative class were
3 not paid for all hours worked.

4 **Missed Meal Periods**

5 28. Plaintiff and the putative class members were not provided with meal periods of at
6 least thirty (30) minutes for each five (5) hour work period due to (1) Defendants' policy of not
7 scheduling each meal period as part of each work shift; (2) chronically understaffing each work
8 shift with not enough workers; (3) imposing so much work on each employee such that it made it
9 unlikely that an employee would be able to take their breaks if they wanted to finish their work on
10 time; and (4) no formal written meal and rest period policy that encouraged employees to take their
11 meal and rest periods.

12 29. As a result of Defendants' policy, Plaintiff and the putative class were regularly not
13 provided with uninterrupted meal periods of at least thirty (30) minutes for each five (5) hours
14 worked due to complying with Defendants' productivity requirements that required Plaintiff and
15 the putative class to work through their meal periods in order to complete their assignments on
16 time.

17 **Missed Rest Periods**

18 30. Plaintiff and the putative class members were not provided with rest periods of at
19 least ten (10) minutes for each four (4) hour work period, or major fraction thereof, due to (1)
20 Defendants' policy of not scheduling each rest period as part of each work shift; (2) chronically
21 understaffing each work shift with not enough workers; (3) imposing so much work on each
22 employee such that it made it unlikely that an employee would be able to take their breaks if they
23 wanted to finish their work on time; and (4) no formal written meal and rest period policy that
24 encouraged employees to take their meal and rest periods.

25 31. As a result of Defendants' policy, Plaintiff and the putative class were regularly not
26 provided with uninterrupted rest periods of at least ten (10) minutes for each four (4) hours worked
27 due to complying with Defendants' productivity requirements that required Plaintiff and the
28 putative class to work through their rest periods in order to complete their assignments on time.

Seventh Day Premium Pay

32. Labor Code section 510 provides that the first eight hours worked on the seventh consecutive day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee.

33. Plaintiff and the putative class were required to work seven consecutive days on many occasions. Yet, they were only paid straight time for the first eight hours spent working on the seventh consecutive day.

34. As a result of working on the seventh consecutive day, Plaintiff and the putative class should have been paid overtime at the rate of one and one-half times their regular rate of pay.

Regular Rate of Pay

35. The regular rate of pay under California law includes all remuneration for employment paid to, on behalf of, the employee. This requirement includes, but is not limited, to, commissions and non-discretionary bonuses.

36. During the applicable limitations period, Defendants violated the rights of Plaintiff and the putative class under the above-referenced Labor Code sections by failing to pay them overtime wages for all overtime hours worked in violation of Labor Code sections 510, 1194, and 1198 as a result of not correctly calculating their regular rate of pay to include all applicable remuneration, including, but not limited to, non-discretionary bonuses and/or shift differential pay.

Expense Reimbursement

37. Plaintiff and the putative class members were required to utilize their own personal cellphones to perform their job duties.

38. Plaintiff and the putative class members were also required to utilize their own personal vehicles to pass out flyers and to meet with collaborators.

39. Plaintiff and the putative class members were not reimbursed for business expenses incurred in discharging their duties to Defendants.

40. Defendants failed to reimburse Plaintiff and the putative class for such necessary business expenses incurred by them.

///

Wage Statements

41. Plaintiff and the putative class were not provided with accurate wage statements as mandated by law pursuant to Labor Code section 226.

42. Defendants failed to comply with Labor Code section 226(a)(1) as “gross wages earned” were not accurately reflected in that:

- a. all hours worked, including overtime, were not included and so gross wages earned were not accurate;
- b. any and all meal and/or rest period premium wages were not included and so gross wages earned was not accurate.
- c. any and all off-the-clock work was not included and so gross wages earned was not accurate.

43. Defendants failed to comply with Labor Code section 226(a)(2) as “total hours worked by the employee” were not accurately reflected in that:

- a. all hours worked, including overtime, were not included and so total hours worked was not accurate;
- b. any and all off-the-clock work was not included and so total hours worked was not accurate.

44. Defendants failed to comply with Labor Code section 226(a)(5) as “net wages earned” were not accurately reflected in that:

- a. all hours worked, including overtime, were not included and so net wages earned was not accurate;
- b. any and all meal and/or rest period premiums were not included and so net wages earned was not accurate;
- c. any and all off-the-clock work was not included and so net wages earned was not accurate.

45. Defendants failed to comply with Labor Code section 226(a)(9) as “all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee” were not accurately reflected in that:

- 1 a. all hours worked, including overtime, were not included and so the
2 corresponding number of hours worked at each hourly rate was not accurate;
3 b. any and all off-the-clock work was not included, and so the corresponding
4 number of hours worked at each hourly rate was not accurate.

5 **FIRST CAUSE OF ACTION**

6 **FAILURE TO PROVIDE MEAL PERIODS**

7 **(Lab. Code §§ 004, 223, 226.7, 512 and 1198)**

8 **(Plaintiff and Meal Period Sub-Class)**

9 46. Plaintiff incorporates by reference the preceding paragraphs of the Complaint as if
10 fully alleged herein.

11 47. At all relevant times, Plaintiff and the **Meal Period Sub-Class** members have been
12 non-exempt employees of Defendant entitled to the full meal period protections of both the Labor
13 Code and the applicable Industrial Welfare Commission Wage Order.

14 48. Labor Code section 512 and Section 11 of the applicable Industrial Welfare
15 Commission Wage Order impose an affirmative obligation on employers to provide non-exempt
16 employees with uninterrupted, duty-free meal periods of at least thirty minutes for each work period
17 of five hours, and to provide them with two uninterrupted, duty-free meal periods of at least thirty
18 minutes for each work period of ten hours.

19 49. Labor Code section 226.7 and Section 11 of the applicable Industrial Welfare
20 Commission Wage Order ("Wage Order") both prohibit employers from requiring employees to
21 work during required meal periods and require employers to pay non-exempt employees an hour of
22 premium wages on each workday that the employee is not provided with the required meal period.

23 50. Compensation for missed meal periods constitutes wages within the meaning of
24 Labor Code section 200.

25 51. Labor Code section 1198 makes it unlawful to employ a person under conditions that
26 violate the applicable Wage Order.

27 52. Section 11 of the applicable Wage Order states:

28 "No employer shall employ any person for a work period of more than five (5) hours

without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day's work the meal period may be waived by mutual consent of the employer and employee. Unless the employee is relieved of all duty during a 30 minute meal period, the meal period shall be considered an 'on duty' meal period and counted as time worked. An 'on duty' meal period shall be permitted only when the nature of the work prevents an employee from being relieved of all duty and when by written agreement between the parties an on-the-job paid meal period is agreed to. The written agreement shall state that the employee may, in writing, revoke the agreement at any time."

53. At all relevant times, Plaintiff was not subject to a valid on-duty meal period agreement. Plaintiff is informed and believes that, at all relevant times, **Meal Period Sub-Class** members were not subject to valid on-duty meal period agreements with Defendants.

54. Plaintiff alleges that, at all relevant times during the applicable limitations period, Defendants maintained a policy or practice of not providing Plaintiff and members of the **Meal Period Sub-Class** with uninterrupted, duty-free meal periods for at least thirty (30) minutes for each five (5) hour work period, as required by Labor Code section 512 and the applicable Wage Order.

55. Plaintiff alleges that, at all relevant times during the applicable limitations period, Defendants maintained a policy or practice of failing to pay premium wages to **Meal Period Sub-Class** members when they worked five (5) hours without clocking out for any meal period.

56. Plaintiff alleges that, at all relevant times during the applicable limitations period, Defendants maintained a policy or practice of not providing Plaintiff and members of the **Meal Period Sub-Class** with a second meal period when they worked shifts of ten or more hours and failed to pay them premium wages as required by Labor Code 512 and the applicable Wage Order.

57. Moreover, Defendants written policies do not provide that employees must take their first meal period before the end of the fifth hour of work, that they are entitled to a second meal period if they work a shift of over ten hours, or that the second meal period must commence before the end of the tenth hour of work, unless waived.

58. At all relevant times, Defendants failed to pay Plaintiff and the **Meal Period Sub-Class** members additional premium wages, and/or were not paid premium wages at the employees' regular rates of pay when required meal periods were not provided.

59. Pursuant to Labor Code section 204, 218.6 and 226.7, Plaintiff, on behalf of herself

1 and the **Meal Period Sub-Class** members, seek to recover unpaid premium wages, interest thereon,
2 and costs of suit.

3 60. Pursuant to Labor Code section 1194, Code of Civil Procedure section 1021.5, the
4 substantial benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of herself and the
5 **Meal Period Sub-Class** members, seek to recover reasonable attorneys' fees.

6 **SECOND CAUSE OF ACTION**

7 **FAILURE TO PROVIDE REST PERIODS**

8 **(Lab. Code §§ 204, 223, 226.7 and 1198)**

9 **(Plaintiff and Rest Period Sub-Class)**

10 61. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
11 herein.

12 62. At all relevant times, Plaintiff and the **Rest Period Sub-Class** members have been
13 non-exempt employees of Defendants entitled to the full rest period protections of both the Labor
14 Code and the applicable Wage Order.

15 63. Section 12 of the applicable Wage Order imposes an affirmative obligation on
16 employers to permit and authorize employees to take required rest periods at a rate of no less than
17 ten minutes of net rest time for each four hour work period, or major fraction thereof, that must be
18 in the middle of each work period insofar as practicable.

19 64. Labor Code section 226.7 and Section 12 of the applicable Wage Order both prohibit
20 employers from requiring employees to work during required rest periods and require employers to
21 pay non-exempt employees an hour of premium wages at the employees' regular rates of pay, on
22 each workday that the employee is not provided with the required rest period(s).

23 65. Compensation for missed rest periods constitutes wages within the meaning of Labor
24 Code section 200.

25 66. Labor Code section 1198 makes it unlawful to employ a person under conditions that
26 violate the Wage Order.

27 67. Plaintiff alleges that, at all relevant times during the applicable limitations period,
28 Defendants maintained a policy or practice of not providing members of the **Rest Period Sub-Class**

1 with net rest period of at least ten minutes for each four hour work period, or major fraction thereof,
2 as required by the applicable Wage Order.

3 68. At all relevant times, Defendants failed to pay Plaintiff and the **Rest Period Sub-**
4 **Class** members additional premium wages when required rest periods were not provided.

5 69. Specifically, Defendants written policies do not provide that employees may take a
6 rest period for each four hours worked, or major fraction thereof, and that rest periods should be
7 taken in the middle of each work period insofar as practicable.

8 70. Pursuant to Labor Code section 204, 218.6 and 226.7, Plaintiff, on behalf of herself
9 and **Rest Period Sub-Class** members, seek to recover unpaid premium wages, interest thereon, and
10 costs of suit.

11 71. Pursuant to Labor Code section 1194, Code of Civil Procedure section 1021.5, the
12 substantial benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of herself and
13 **Rest Period Sub-Class** members, seek to recover reasonable attorneys' fees.

14 **THIRD CAUSE OF ACTION**

15 **FAILURE TO PAY HOURLY AND OVERTIME WAGES**

16 **(Lab. Code §§ 223, 510, 1194, 1197 and 1198)**

17 **(Plaintiff and Hourly Employee Class)**

18 72. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
19 herein.

20 73. At all relevant times, Plaintiff and **Hourly Employee Class** members are or have
21 been non-exempt employees of Defendants entitled to the full protections of the Labor Code and the
22 applicable Wage Order.

23 74. Section 2 of the applicable Wage Order defines "hours worked" as "the time during
24 which an employee is subject to the control of the employer, and includes all the time the employee
25 is suffered or permitted to work, whether or not required to do so."

26 75. Section 4 of the applicable Wage Order requires an employer to pay non-exempt
27 employees at least the minimum wage set forth therein for all hours worked, which consist of all
28 hours that an employer has actual or constructive knowledge that employees are working.

1 76. Labor Code section 1194 invalidates any agreement between an employer and an
2 employee to work for less than the minimum or overtime wage required under the applicable Wage
3 Order.

4 77. Labor Code section 1194.2 entitles non-exempt employees to recover liquidated
5 damages in amounts equal to the amounts of unpaid minimum wages and interest thereon in
6 addition to the underlying unpaid minimum wages and interest thereon.

7 78. Labor Code section 1197 makes it unlawful for an employer to pay an employee less
8 than the minimum wage required under the applicable Wage Order for all hours worked during a
9 payroll period.

10 79. Labor Code section 1197.1 provides that it is unlawful for any employer or any other
11 person acting either individually or as an officer, agent or employee of another person, to pay an
12 employee, or cause an employee to be paid, less than the applicable minimum wage.

13 80. Labor Code section 1198 makes it unlawful for employers to employ employees
14 under conditions that violate the applicable Wage Order.

15 81. Labor Code section 204 requires employers to pay non-exempt employees their
16 earned wages for the normal work period at least twice during each calendar month on days the
17 employer designates in advance and to pay non-exempt employees their earned wages for labor
18 performed in excess of the normal work period by no later than the next regular payday.

19 82. Labor Code section 223 makes it unlawful for employers to pay their employees
20 lower wages than required by contract or statute while purporting to pay them legal wages.

21 83. Labor Code section 510 and Section 3 of the applicable Wage Order require
22 employees to pay non-exempt employees overtime wages of no less than one and one-half times
23 their respective regular rates of pay for all hours worked in excess of eight hours in one workday, all
24 hours worked in excess of forty hours in one workweek, and/or for the first eight hours worked on
25 the seventh consecutive day of one workweek.

26 84. Labor Code section 510 and Section 3 of the applicable Wage Order also require
27 employers to pay non-exempt employees overtime wages of no less than two times their respective
28 regular rates of pay for all hours worked in excess of twelve hours in one workday and for all hours

1 worked in excess of eight hours on a seventh consecutive workday during the workweek.

2 85. Plaintiff is informed and believes that, at all relevant times, Defendants have applied
3 centrally devised policies and practices to her and **Hourly Employee Class** members with respect
4 to working conditions and compensation arrangements.

5 86. At all relevant times, Defendants failed to pay hourly wages to Plaintiff and **Hourly**
6 **Employee Class** members for all time worked, including but not limited to, overtime hours at
7 statutory and/or agreed rates.

8 87. During the relevant time period, Defendants failed to pay Plaintiff and **Hourly**
9 **Employee Class** members all earned wages every pay period at the correct rates, including
10 overtime rates, because Defendants directed, permitted or otherwise encouraged Plaintiff and
11 **Hourly Employee Class** members to perform off-the-clock work.

12 88. As a result of Defendants' unlawful conduct, Plaintiff and **Hourly Employee Class**
13 members have suffered damages in an amount, subject to proof, to the extent they were not paid the
14 full amount of wages earned during each pay period during the applicable limitations period,
15 including overtime wages.

16 89. Pursuant to Labor Code sections 204, 218.6, 223, 510, 1194 and 1194.2, Plaintiff, on
17 behalf of herself and **Hourly Employee Class** members, seek to recover unpaid straight time and
18 overtime wages, interest thereon and costs of suit.

19 90. Pursuant to Labor Code section 1194, Code of Civil Procedure section 1021.5, the
20 substantial benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of herself and
21 **Hourly Employee Class** members, seek to recover reasonable attorneys' fees.

22 **FOURTH CAUSE OF ACTION**

23 **FAILURE TO INDEMNIFY**

24 **(Lab. Code § 2802)**

25 **(Plaintiff and Expense Reimbursement Class)**

26 91. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
27 herein.

28 92. Labor Code section 2802(a) states:

1 “An employer shall indemnify his or her employee for all necessary expenditures or
 2 losses incurred by the employee in direct consequence of the discharge of his or her
 3 duties, or of his or her obedience to the directions of the employer, even though
 unlawful, unless the employee, at the time of obeying the directions, believed them
 to be unlawful.”

4 93. At all relevant times during the applicable limitations period, Plaintiff and the
 5 **Expense Reimbursement Class** members incurred necessary business-related expenses and costs,
 6 including but not limited to, use of their personal cellphones for business purposes.

7 94. Plaintiff is informed and believes that, during the applicable limitations period,
 8 Defendants maintained a policy or practice of not reimbursing Plaintiff and **Expense**
 9 **Reimbursement Class** members for all necessary business expenses.

10 95. Accordingly, Plaintiff and **Expense Reimbursement Class** members are entitled to
 11 restitution for all unpaid amounts due and owing to within four years of the date of the filing of the
 12 Complaint and until the date of entry of judgment.

13 96. Plaintiff, on behalf of herself, and **Expense Reimbursement Class** members, seek
 14 interest thereon and costs pursuant to Labor Code section 218.6, and reasonable attorneys’ fees
 15 pursuant to Code of Civil Procedure section 1021.5.

16 FIFTH CAUSE OF ACTION

17 **FAILURE TO PROVIDE ACCURATE WRITTEN WAGE STATEMENTS**

18 **(Lab. Code § 226)**

19 **(Plaintiff and Wage Statement Penalties Sub-Class)**

20 97. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
 21 herein.

22 98. Labor Code section 226(a) states:

23 “An employer, semimonthly or at the time of each payment of wages, shall furnish to
 24 his or her employee, either as a detachable part of the check, draft, or voucher paying
 the employee’s wages, or separately if wages are paid by personal check or cash, an
 25 accurate itemized statement in writing showing (1) gross wages earned, (2) total
 hours worked by the employee, except as provided in subdivision (j), (3) the number
 26 of piece-rate units earned and any applicable piece rate if the employee is paid on a
 piece-rate basis, (4) all deductions, provided that all deductions made on written
 27 orders of the employee may be aggregated and shown as one item, (5) net wages
 earned, (6) the inclusive dates of the period for which the employee is paid, (7) the
 28 name of the employee and only the last four digits of his or her social security
 number or an employee identification number other than a social security number,

(8) the name and address of the legal entity that is the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee and, beginning July 1, 2013, if the employer is a temporary services employer as defined in Section 201.3, the rate of pay and the total hours worked for each temporary services assignment. The deductions made from payment of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement and the record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California. For purposes of this subdivision, 'copy' includes a duplicate of the itemized statement provided to an employee or a computer-generated record that accurately shows all of the information required by this subdivision."

99. The Division of Labor Standards Enforcement ("DLSE") has sought to harmonize the "detachable part of the check" provision and the "accurate itemized statement in writing" provision of Labor Code section 226(a) by allowing for electronic wage statements so long as each employee retains the right to elect to receive a written paper stub or record and that those who are provided with electronic wage statements retain the ability to easily access the information and convert the electronic statements into hard copies at no expense to the employee. (DLSE Opinion Letter July 6, 2006).

100. Plaintiff is informed and believes that, at all relevant times during the applicable limitations period, Defendants have failed to provide **Wage Statement Penalties Sub-Class** members with written wage statements as described above.

101. Plaintiff is informed and believes that Defendants' failure to provide her and **Wage Statement Penalties Sub-Class** members with accurate written wage statements were intentional in that Defendants have the ability to provide them with accurate wage statements but have intentionally provided them with written wage statements that Defendants have known do not comply with Labor Code section 226(a).

102. Plaintiff and **Wage Statement Penalties Sub-Class** members have suffered injuries, in that Defendants have violated their legal rights to receive accurate wage statements and have misled them about their actual rates of pay and wages earned. In addition, inaccurate information on their wage statements have prevented immediate challenges to Defendants' unlawful pay practices, has required discovery and mathematical computations to determine the amount of wages

owed, has caused difficulty and expense in attempting to reconstruct time and pay records, and/or has led to the submission of inaccurate information about wages and deductions to federal and state government agencies.

103. Pursuant to Labor Code section 226(e), Plaintiff, on behalf of herself and **Wage Statement Penalties Sub-Class** members, seek the greater of actual damages or \$50.00 for the initial pay period in which a violation of Labor Code section 226(a) occurred, and \$100.00 for each subsequent pay period in which a violation of Labor Code section 226(a) occurred, not to exceed an aggregate penalty of \$4000.00 per class member, as well as awards of reasonable attorneys' fees and costs.

SIXTH CAUSE OF ACTION

FAILURE TO TIMELY PAY ALL FINAL WAGES

(Lab. Code §§ 201-203)

(Plaintiff and Waiting Time Penalties Sub-Class)

104. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged herein.

105. At all relevant times, Plaintiff and **Waiting Time Penalties Sub-Class** members have been entitled, upon the end of their employment with Defendants, to timely payment of all wages earned and unpaid before termination or resignation.

106. At all relevant times, pursuant to Labor Code section 201, employees who have been discharged have been entitled to payment of all final wages immediately upon termination.

107. At all relevant times, pursuant to Labor Code section 202, employees who have resigned after giving at least seventy-two (72) hours notice of resignation have been entitled to payment of all final wages at the time of resignation.

108. At all relevant times, pursuant to Labor Code section 202, employees who have resigned after giving less than seventy-two (72) hours notice of resignation have been entitled to payment of all final wages within seventy-two (72) hours of giving notice of resignation.

109. During the applicable limitations period, Defendants failed to pay Plaintiff all of her final wages in accordance with the Labor Code by failing to timely pay her all of her final wages.

110. Plaintiff is informed and believes that, at all relevant time during the applicable limitations period, Defendants have failed to timely pay **Waiting Time Penalties Sub-Class** members all of their final wages in accordance with the Labor Code.

111. Plaintiff is informed and believes that, at all relevant times during the applicable limitations period, Defendants have maintained a policy or practice of paying **Waiting Time Penalties Sub-Class** members their final wages without regard to the requirements of Labor Code sections 201 or 202 by failing to timely pay them all final wages.

112. Plaintiff is informed and believes and thereupon alleges that Defendants' failure to timely pay all final wages to her and **Waiting Time Penalties Sub-Class** members have been willful in that Defendants have the ability to pay final wages in accordance with Labor Code sections 201 and/or 202 but have intentionally adopted policies or practices that are incompatible with those requirements.

113. Pursuant to Labor Code sections 203 and 218.6, Plaintiff, on behalf of herself and **Waiting Time Penalties Sub-Class** members, seek waiting time penalties from the dates that their final wages have first become due until paid, up to a maximum of thirty days, and interest thereon.

114. Pursuant to Code of Civil Procedure section 1021.5, the substantial benefit doctrine and/or the common fund doctrine, Plaintiff, on behalf of herself and **Waiting Time Penalties Sub-Class** members, seek awards of reasonable attorneys' fees and costs.

SEVENTH CAUSE OF ACTION

UNFAIR COMPETITION

(Bus. & Prof. Code §§ 17200 *et seq.*)

(Plaintiff and UCL Class)

115. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged herein.

116. Business and Professions Code section 17200 defines "unfair competition" to include any unlawful business practice.

117. Business and Professions Code section 17203-17204 allow a person who has lost money or property as a result of unfair competition to bring a class action in accordance with Code

1 of Civil Procedure section 382 to recover money or property that may have been acquired from
2 similarly situated persons by means of unfair competition.

3 118. California law requires employers to pay hourly, non-exempt employees for all hours
4 they are permitted or suffered to work, including hours that the employer knows or reasonable
5 should know that employees have worked.

6 119. Plaintiff and the **UCL Class** members re-alleges and incorporates the FIRST,
7 SECOND, THIRD and FOURTH causes of action herein.

8 120. Plaintiff lost money or property as a result of the aforementioned unfair competition.

9 121. Defendants have or may have acquired money by means of unfair competition.

10 122. Plaintiff is informed and believes and thereupon alleges that by committing the
11 Labor Code violations described in this Complaint, Defendants violated Labor Code sections 215,
12 216, 225, 226.6, 354, 408, 553, 1175, 1199 and 2802, which make it a misdemeanor to commit the
13 Labor Code violations alleged herein.

14 123. Defendants have committed criminal conduct through their policies and practices of,
15 *inter alia*, failing to comport with their affirmative obligations as an employer to provide non-
16 exempt employees with uninterrupted, duty-free meal periods of at least thirty minutes for each
17 work period of five or more hours, by failing to provide non-exempt employees with a paid ten-
18 minute rest period for every four hours worked or major fraction thereof, by failing to pay non-
19 exempt employees for all hours worked, and by failing to reimburse them for all expenses.

20 124. At all relevant times, Plaintiff and **UCL Class** members have been non-exempt
21 employees and entitled to the full protections of both the Labor Code and the applicable Wage
22 Order.

23 125. Defendants' unlawful conduct as alleged in this Complaint amounts to and
24 constitutes unfair competition within the meaning of Business and Professions Code section 17200
25 *et seq.* Business and Professions Code sections 17200 *et seq.* protects against unfair competition
26 and allows a person who has suffered an injury-in-fact and has lost money or property as a result of
27 an unfair, unlawful or fraudulent business practice to seek restitution on her own behalf and on
28 behalf of similarly situated persons in a class action proceeding.

126. As a result of Defendants' violations of the Labor Code during the applicable limitations period, Plaintiff has suffered an injury-in-fact and has lost money or property in the form of earned wages. Specifically, Plaintiff has lost money or property as a result of Defendants' conduct.

127. Plaintiff is informed and believes that other similarly situated persons have been subject to the same unlawful policies or practices of Defendants.

128. Due to the unfair and unlawful business practices in violation of the Labor Code, Defendants have gained a competitive advantage over other comparable companies doing business in the State of California that comply with their legal obligations.

129. California's Unfair Competition Law ("UCL") permits civil recovery and injunctive for "any unlawful, unfair or fraudulent business act or practice," including if a practice or act violates or is considered unlawful under any other state or federal law.

130. Accordingly, pursuant to Bus. & Prof. Code sections 17200 and 17203, Plaintiffs request the issuance of temporary, preliminary and permanent injunctive relief enjoining Defendants, and each of them, and their agents and employees, from further violations of the Labor Code and applicable Industrial Welfare Commission Wage Orders; and upon a final hearing seek an order permanently enjoining Defendants, and each of them, and their respective agents and employees, from further violations of the Labor Code and applicable Industrial Welfare Commission Wage Orders.

131. Pursuant to Business and Professions Code section 17203, Plaintiff, on behalf of herself and **UCL Class** members, seek declaratory relief and restitution of all monies rightfully belonging to them that Defendants did not pay them or otherwise retained by means of its unlawful and unfair business practices.

132. Pursuant to Code of Civil Procedure section 1021.5, the substantial benefit doctrine and/or the common fund doctrine, Plaintiff and **UCL Class** members are entitled to recover reasonable attorneys' fees in connection with their unfair competition claims.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of herself, all others similarly situated, prays for relief

1 and judgment against Defendants as follows:

- 2 (1) An order that the action be certified as a class action;
- 3 (2) An order that Plaintiff be appointed class representative;
- 4 (3) An order that counsel for Plaintiff be appointed class counsel;
- 5 (4) Unpaid wages;
- 6 (5) Actual damages;
- 7 (6) Liquidated damages;
- 8 (7) Restitution;
- 9 (8) Declaratory relief;
- 10 (9) Pre-judgment interest;
- 11 (10) Statutory penalties;
- 12 (11) Costs of suit;
- 13 (12) Reasonable attorneys' fees; and
- 14 (13) Such other relief as the Court deems just and proper.

15 **DEMAND FOR JURY TRIAL**

16 Plaintiff, on behalf of herself, all other similarly situated, hereby demands a jury trial on all
17 issues so triable.

18
19 DATED: December 26, 2018

SETAREH LAW GROUP

20
21 

22 _____
23 SHAUN SETAREH
24 Attorneys for Plaintiff
25 CHLOE AKANA
26
27
28

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address) Shaun Setareh (SBN 204514) SETAREH LAW GROUP 315 South Beverly Drive, Suite 315 Beverly Hills, California 90212 TELEPHONE NO.: (310) 888-7771 FAX NO.: (310) 888-0109 ATTORNEY FOR (Name): Chloe Akana		ORIGINAL FILED CM-010 COUNTY OF LOS ANGELES DEC 27 2018 J. A. [Signature], Executive Officer/Clerk By [Signature], Deputy			
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: 111 North Hill Street MAILING ADDRESS: CITY AND ZIP CODE: Los Angeles, California 90012 BRANCH NAME: Stanley Mosk Courthouse		CASE NUMBER: 18STCV09741 JUDGE: DEPT:			
CASE NAME: Akana v. Estee Lauder Inc., et al.					
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%; padding: 5px;"> CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) </td> <td style="width: 33%; padding: 5px;"> <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less) </td> <td style="width: 33%; padding: 5px;"> Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402) </td> </tr> </table>			CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000)	<input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)	Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000)	<input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)	Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)			

Items 1-6 below must be completed (see instructions on page 2).

1. Check **one** box below for the case type that best describes this case:

Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input checked="" type="checkbox"/> Other employment (15)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case ☒ is ☐ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|---|---|
| a. <input checked="" type="checkbox"/> Large number of separately represented parties | d. <input checked="" type="checkbox"/> Large number of witnesses |
| b. <input checked="" type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input checked="" type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input checked="" type="checkbox"/> Substantial amount of documentary evidence | f. <input checked="" type="checkbox"/> Substantial postjudgment judicial supervision |
3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☐ punitive
4. Number of causes of action (specify): Seven
5. This case ☒ is ☐ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: December 26, 2018

Shaun Setareh, Esq.

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

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CM-010

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort

Auto (22)–Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability (*not asbestos or toxic/environmental*) (24)
Medical Malpractice (45)
Medical Malpractice–Physicians & Surgeons
Other Professional Health Care Malpractice
Other PI/PD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice (*not medical or legal*)
Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease
Contract (*not unlawful detainer or wrongful eviction*)
Contract/Warranty Breach–Seller Plaintiff (*not fraud or negligence*)
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case–Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage (*not provisionally complex*) (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ–Administrative Mandamus
Writ–Mandamus on Limited Court Case Matter
Writ–Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal–Labor
Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment (*non-domestic relations*)
Sister State Judgment
Administrative Agency Award (*not unpaid taxes*)
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint (*not specified above*) (42)
Declaratory Relief Only
Injunctive Relief Only (*non-harassment*)
Mechanics Lien
Other Commercial Complaint Case (*non-tort/non-complex*)
Other Civil Complaint (*non-tort/non-complex*)

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition (*not specified above*) (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief From Late Claim
Other Civil Petition

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**CIVIL CASE COVER SHEET ADDENDUM AND
STATEMENT OF LOCATION
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

This form is required pursuant to Local Rule 2.3 in all new civil case filings in the Los Angeles Superior Court.

Step 1: After completing the Civil Case Cover Sheet (Judicial Council form CM-010), find the exact case type in Column A that corresponds to the case type indicated in the Civil Case Cover Sheet.

Step 2: In Column B, check the box for the type of action that best describes the nature of the case.

Step 3: In Column C, circle the number which explains the reason for the court filing location you have chosen.

Applicable Reasons for Choosing Court Filing Location (Column C)

- | | |
|--|--|
| 1. Class actions must be filed in the Stanley Mosk Courthouse, Central District. | 7. Location where petitioner resides. |
| 2. Permissive filing in central district. | 8. Location wherein defendant/respondent functions wholly. |
| 3. Location where cause of action arose. | 9. Location where one or more of the parties reside. |
| 4. Mandatory personal injury filing in North District. | 10. Location of Labor Commissioner Office. |
| 5. Location where performance required or defendant resides. | 11. Mandatory filing location (Hub Cases – unlawful detainer, limited non-collection, limited collection, or personal injury). |
| 6. Location of property or permanently garaged vehicle. | |

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Auto Tort	Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1, 4, 11
	Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1, 4, 11
Other Personal Injury/Property Damage/Wrongful Death Tort	Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	1, 11 1, 11
	Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1, 4, 11
	Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons <input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1, 4, 11 1, 4, 11
	Other Personal Injury/Property Damage/Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall) <input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.) <input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress <input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1, 4, 11 1, 4, 11 1, 4, 11 1, 4, 11

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	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Non-Personal Injury/ Property Damage/ Wrongful Death Tort	Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1, 2, 3
	Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1, 2, 3
	Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1, 2, 3
	Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1, 2, 3
	Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1, 2, 3 1, 2, 3
	Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	1, 2, 3
Employment	Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1, 2, 3
	Other Employment (15)	<input checked="" type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals	1, 2, 3 10
Contract	Breach of Contract/ Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2, 5 2, 5 1, 2, 5 1, 2, 5
	Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case <input type="checkbox"/> A6034 Collections Case-Purchased Debt (Charged Off Consumer Debt Purchased on or after January 1, 2014)	5, 6, 11 5, 11 5, 6, 11
	Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1, 2, 5, 8
	Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1, 2, 3, 5 1, 2, 3, 5 1, 2, 3, 8, 9
	Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels_____	2, 6
Real Property	Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2, 6
	Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2, 6 2, 6 2, 6
	Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	6, 11
Unlawful Detainer	Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	6, 11
	Unlawful Detainer- Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2, 6, 11
	Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2, 6, 11

SHORT TITLE: Akana v. Estee Lauder Inc., et al.		CASE NUMBER
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	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above		
Judicial Review	Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2, 3, 6		
	Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2, 5		
	Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2, 8 2 2		
	Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2, 8		
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1, 2, 8		
	Construction Defect (10)	<input type="checkbox"/> A6007 Construction Defect	1, 2, 3		
	Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1, 2, 8		
	Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1, 2, 8		
	Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1, 2, 3, 8		
	Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1, 2, 5, 8		
Enforcement of Judgment	Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment <input type="checkbox"/> A6160 Abstract of Judgment <input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations) <input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes) <input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax <input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2, 5, 11 2, 6 2, 9 2, 8 2, 8 2, 8, 9		
	RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1, 2, 8		
	Miscellaneous Civil Complaints	Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only <input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment) <input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex) <input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1, 2, 8 2, 8 1, 2, 8 1, 2, 8	
		Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2, 8	
		Miscellaneous Civil Petitions	Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment <input type="checkbox"/> A6123 Workplace Harassment <input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case <input type="checkbox"/> A6190 Election Contest <input type="checkbox"/> A6110 Petition for Change of Name/Change of Gender <input type="checkbox"/> A6170 Petition for Relief from Late Claim Law <input type="checkbox"/> A6100 Other Civil Petition	2, 3, 9 2, 3, 9 2, 3, 9 2 2, 7 2, 3, 8 2, 9


SHORT TITLE: Akana v. Estee Lauder Inc., et al.	CASE NUMBER
--	-------------

Step 4: Statement of Reason and Address: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected. Enter the address which is the basis for the filing location, including zip code. (No address required for class action cases).

REASON: <input checked="" type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10. <input type="checkbox"/> 11.			ADDRESS:
CITY: 	STATE: 	ZIP CODE: 	

Step 5: Certification of Assignment: I certify that this case is properly filed in the Central District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., §392 et seq., and Local Rule 2.3(a)(1)(E)].

Dated: December 26, 2018


 (SIGNATURE OF ATTORNEY/FILING PARTY)

PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 02/16).
5. Payment in full of the filing fee, unless there is court order for waiver, partial or scheduled payments.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

VOLUNTARY EFFICIENT LITIGATION STIPULATIONS



Superior Court of California
County of Los Angeles

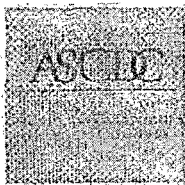


Los Angeles County
Bar Association
Litigation Section

Los Angeles County
Bar Association Labor and
Employment Law Section



Consumer Attorneys
Association of Los Angeles



Southern California
Defense Counsel



Association of
Business Trial Lawyers



California Employment
Lawyers Association

The Early Organizational Meeting Stipulation, Discovery Resolution Stipulation, and Motions in Limine Stipulation are voluntary stipulations entered into by the parties. The parties may enter into one, two, or all three of the stipulations; however, they may not alter the stipulations as written, because the Court wants to ensure uniformity of application. These stipulations are meant to encourage cooperation between the parties and to assist in resolving issues in a manner that promotes economic case resolution and judicial efficiency.

The following organizations endorse the goal of promoting efficiency in litigation and ask that counsel consider using these stipulations as a voluntary way to promote communications and procedures among counsel and with the court to fairly resolve issues in their cases.

◆ Los Angeles County Bar Association Litigation Section ◆

◆ Los Angeles County Bar Association
Labor and Employment Law Section ◆

◆ Consumer Attorneys Association of Los Angeles ◆

◆ Southern California Defense Counsel ◆

◆ Association of Business Trial Lawyers ◆

◆ California Employment Lawyers Association ◆

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.: E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):		FAX NO. (Optional):	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			CASE NUMBER:
STIPULATION – EARLY ORGANIZATIONAL MEETING			

This stipulation is intended to encourage cooperation among the parties at an early stage in the litigation and to assist the parties in efficient case resolution.

The parties agree that:

1. The parties commit to conduct an initial conference (in-person or via teleconference or via videoconference) within 15 days from the date this stipulation is signed, *to discuss and consider whether there can be agreement on the following:*
 - a. Are motions to challenge the pleadings necessary? If the issue can be resolved by amendment as of right, or if the Court would allow leave to amend, could an amended complaint resolve most or all of the issues a demurrer might otherwise raise? If so, the parties agree to work through pleading issues so that a demurrer need only raise issues they cannot resolve. Is the issue that the defendant seeks to raise amenable to resolution on demurrer, or would some other type of motion be preferable? Could a voluntary targeted exchange of documents or information by any party cure an uncertainty in the pleadings?
 - b. Initial mutual exchanges of documents at the "core" of the litigation. (For example, in an employment case, the employment records, personnel file and documents relating to the conduct in question could be considered "core." In a personal injury case, an incident or police report, medical records, and repair or maintenance records could be considered "core.");
 - c. Exchange of names and contact information of witnesses;
 - d. Any insurance agreement that may be available to satisfy part or all of a judgment, or to indemnify or reimburse for payments made to satisfy a judgment;
 - e. Exchange of any other information that might be helpful to facilitate understanding, handling, or resolution of the case in a manner that preserves objections or privileges by agreement;
 - f. Controlling issues of law that, if resolved early, will promote efficiency and economy in other phases of the case. Also, when and how such issues can be presented to the Court;
 - g. Whether or when the case should be scheduled with a settlement officer, what discovery or court ruling on legal issues is reasonably required to make settlement discussions meaningful, and whether the parties wish to use a sitting judge or a private mediator or other options as

SHORT TITLE:	CASE NUMBER:
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discussed in the "Alternative Dispute Resolution (ADR) Information Package" served with the complaint;

- h. Computation of damages, including documents, not privileged or protected from disclosure, on which such computation is based;
 - i. Whether the case is suitable for the Expedited Jury Trial procedures (see information at www.lacourt.org under "Civil" and then under "General Information").
2. The time for a defending party to respond to a complaint or cross-complaint will be extended to _____ for the complaint, and _____ for the cross-complaint, which is comprised of the 30 days to respond under Government Code § 68616(b), and the 30 days permitted by Code of Civil Procedure section 1054(a), good cause having been found by the Civil Supervising Judge due to the case management benefits provided by this Stipulation. A copy of the General Order can be found at www.lacourt.org under "Civil", click on "General Information", then click on "Voluntary Efficient Litigation Stipulations".
 3. The parties will prepare a joint report titled "Joint Status Report Pursuant to Initial Conference and Early Organizational Meeting Stipulation, and if desired, a proposed order summarizing results of their meet and confer and advising the Court of any way it may assist the parties' efficient conduct or resolution of the case. The parties shall attach the Joint Status Report to the Case Management Conference statement, and file the documents when the CMC statement is due.
 4. References to "days" mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day

The following parties stipulate:

Date:

_____	>	_____
(TYPE OR PRINT NAME)		(ATTORNEY FOR PLAINTIFF)
Date: _____	>	_____
(TYPE OR PRINT NAME)		(ATTORNEY FOR DEFENDANT)
Date: _____	>	_____
(TYPE OR PRINT NAME)		(ATTORNEY FOR DEFENDANT)
Date: _____	>	_____
(TYPE OR PRINT NAME)		(ATTORNEY FOR DEFENDANT)
Date: _____	>	_____
(TYPE OR PRINT NAME)		(ATTORNEY FOR _____)
Date: _____	>	_____
(TYPE OR PRINT NAME)		(ATTORNEY FOR _____)
Date: _____	>	_____
(TYPE OR PRINT NAME)		(ATTORNEY FOR _____)

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.: E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):		FAX NO. (Optional):	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			CASE NUMBER:
STIPULATION – DISCOVERY RESOLUTION			

This stipulation is intended to provide a fast and informal resolution of discovery issues through limited paperwork and an informal conference with the Court to aid in the resolution of the issues.

The parties agree that:

1. Prior to the discovery cut-off in this action, no discovery motion shall be filed or heard unless the moving party first makes a written request for an Informal Discovery Conference pursuant to the terms of this stipulation.
2. At the Informal Discovery Conference the Court will consider the dispute presented by parties and determine whether it can be resolved informally. Nothing set forth herein will preclude a party from making a record at the conclusion of an Informal Discovery Conference, either orally or in writing.
3. Following a reasonable and good faith attempt at an informal resolution of each issue to be presented, a party may request an Informal Discovery Conference pursuant to the following procedures:
 - a. The party requesting the Informal Discovery Conference will:
 - i. File a Request for Informal Discovery Conference with the clerk's office on the approved form (copy attached) and deliver a courtesy, conformed copy to the assigned department;
 - ii. Include a brief summary of the dispute and specify the relief requested; and
 - iii. Serve the opposing party pursuant to any authorized or agreed method of service that ensures that the opposing party receives the Request for Informal Discovery Conference no later than the next court day following the filing.
 - b. Any Answer to a Request for Informal Discovery Conference must:
 - i. Also be filed on the approved form (copy attached);
 - ii. Include a brief summary of why the requested relief should be denied;

SHORT TITLE:	CASE NUMBER:
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- iii. Be filed within two (2) court days of receipt of the Request; and
 - iv. Be served on the opposing party pursuant to any authorized or agreed upon method of service that ensures that the opposing party receives the Answer no later than the next court day following the filing.
- c. No other pleadings, including but not limited to exhibits, declarations, or attachments, will be accepted.
- d. If the Court has not granted or denied the Request for Informal Discovery Conference within ten (10) days following the filing of the Request, then it shall be deemed to have been denied. If the Court acts on the Request, the parties will be notified whether the Request for Informal Discovery Conference has been granted or denied and, if granted, the date and time of the Informal Discovery Conference, which must be within twenty (20) days of the filing of the Request for Informal Discovery Conference.
- e. If the conference is not held within twenty (20) days of the filing of the Request for Informal Discovery Conference, unless extended by agreement of the parties and the Court, then the Request for the Informal Discovery Conference shall be deemed to have been denied at that time.
4. If (a) the Court has denied a conference or (b) one of the time deadlines above has expired without the Court having acted or (c) the Informal Discovery Conference is concluded without resolving the dispute, then a party may file a discovery motion to address unresolved issues.
5. The parties hereby further agree that the time for making a motion to compel or other discovery motion is tolled from the date of filing of the Request for Informal Discovery Conference until (a) the request is denied or deemed denied or (b) twenty (20) days after the filing of the Request for Informal Discovery Conference, whichever is earlier, unless extended by Order of the Court.
- It is the understanding and intent of the parties that this stipulation shall, for each discovery dispute to which it applies, constitute a writing memorializing a "specific later date to which the propounding [or demanding or requesting] party and the responding party have agreed in writing," within the meaning of Code Civil Procedure sections 2030.300(c), 2031.320(c), and 2033.290(c).
6. Nothing herein will preclude any party from applying *ex parte* for appropriate relief, including an order shortening time for a motion to be heard concerning discovery.
7. Any party may terminate this stipulation by giving twenty-one (21) days notice of intent to terminate the stipulation.
8. References to "days" mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day.

SHORT TITLE:	CASE NUMBER:
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The following parties stipulate:

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

✓

(ATTORNEY FOR PLAINTIFF)

✓

(ATTORNEY FOR DEFENDANT)

✓

(ATTORNEY FOR DEFENDANT)

✓

(ATTORNEY FOR DEFENDANT)

✓

(ATTORNEY FOR _____)

✓

(ATTORNEY FOR _____)

✓

(ATTORNEY FOR _____)

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.: E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):		FAX NO. (Optional):	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			
INFORMAL DISCOVERY CONFERENCE (pursuant to the Discovery Resolution Stipulation of the parties)			CASE NUMBER:

1. This document relates to:

☐
☐

Request for Informal Discovery Conference
 Answer to Request for Informal Discovery Conference

2. Deadline for Court to decide on Request: _____ (insert date 10 calendar days following filing of the Request).

3. Deadline for Court to hold Informal Discovery Conference: _____ (insert date 20 calendar days following filing of the Request).

4. For a Request for Informal Discovery Conference, briefly describe the nature of the discovery dispute, including the facts and legal arguments at issue. For an Answer to Request for Informal Discovery Conference, briefly describe why the Court should deny the requested discovery, including the facts and legal arguments at issue.

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NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.:		FAX NO. (Optional):	
E-MAIL ADDRESS (Optional):			
ATTORNEY FOR (Name):			
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			
STIPULATION AND ORDER – MOTIONS IN LIMINE			CASE NUMBER:

This stipulation is intended to provide fast and informal resolution of evidentiary issues through diligent efforts to define and discuss such issues and limit paperwork.

The parties agree that:

1. At least ____ days before the final status conference, each party will provide all other parties with a list containing a one paragraph explanation of each proposed motion in limine. Each one paragraph explanation must identify the substance of a single proposed motion in limine and the grounds for the proposed motion.
2. The parties thereafter will meet and confer, either in person or via teleconference or videoconference, concerning all proposed motions in limine. In that meet and confer, the parties will determine:
 - a. Whether the parties can stipulate to any of the proposed motions. If the parties so stipulate, they may file a stipulation and proposed order with the Court.
 - b. Whether any of the proposed motions can be briefed and submitted by means of a short joint statement of issues. For each motion which can be addressed by a short joint statement of issues, a short joint statement of issues must be filed with the Court 10 days prior to the final status conference. Each side's portion of the short joint statement of issues may not exceed three pages. The parties will meet and confer to agree on a date and manner for exchanging the parties' respective portions of the short joint statement of issues and the process for filing the short joint statement of issues.
3. All proposed motions in limine that are not either the subject of a stipulation or briefed via a short joint statement of issues will be briefed and filed in accordance with the California Rules of Court and the Los Angeles Superior Court Rules.

SHORT TITLE:	CASE NUMBER
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The following parties stipulate:

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

>

(ATTORNEY FOR PLAINTIFF)

>

(ATTORNEY FOR DEFENDANT)

>

(ATTORNEY FOR DEFENDANT)

>

(ATTORNEY FOR DEFENDANT)

>

(ATTORNEY FOR _____)

>

(ATTORNEY FOR _____)

>

(ATTORNEY FOR _____)

THE COURT SO ORDERS.

Date: _____

JUDICIAL OFFICER

Superior Court of California County of Los Angeles



ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION PACKET

The person who files a civil lawsuit (plaintiff) must include the ADR information Packet with the complaint when serving the defendant. Cross-complainants must serve the ADR Information Packet on any new parties named to the action together with the cross-complaint.

There are a number of ways to resolve civil disputes without having to sue someone. These alternatives to a lawsuit are known as alternative dispute resolution (ADR).

In ADR, trained, impartial persons decide disputes or help parties decide disputes themselves. These persons are called neutrals. For example, in mediations, the neutral is the mediator. Neutrals normally are chosen by the disputing parties or by the court. Neutrals can help resolve disputes without having to go to court.

Advantages of ADR

- Often faster than going to trial
- Often less expensive, saving the litigants court costs, attorney's fees and expert fees.
- May permit more participation, allowing parties to have more control over the outcome.
- Allows for flexibility in choice of ADR processes and resolution of the dispute.
- Fosters cooperation by allowing parties to work together with the neutral to resolve the dispute and mutually agree to remedy.
- There are fewer, if any, court appearances. Because ADR can be faster and save money, it can reduce stress.

Disadvantages of ADR - ADR may not be suitable for every dispute.

- If ADR is binding, the parties normally give up most court protections, including a decision by a judge or jury under formal rules of evidence and procedure, and review for legal error by an appellate court.
- ADR may not be effective if it takes place before the parties have sufficient information to resolve the dispute.
- The neutral may charge a fee for his or her services.
- If the dispute is not resolved through ADR, the parties may then have to face the usual and traditional costs of trial, such as attorney's fees and expert fees.

The Most Common Types of ADR

- **Mediation**

In mediation, a neutral (the mediator) assists the parties in reaching a mutually acceptable resolution of their dispute. Unlike lawsuits or some other types of ADR, the parties, rather than the mediator, decide how the dispute is to be resolved.

- **Mediation is particularly effective** when the parties have a continuing relationship, like neighbors or business people. Mediation is also very effective where personal feelings are getting in the way of a resolution. This is because mediation normally gives the parties a chance to express their feelings and find out how the other sees things.
- **Mediation may not be effective** when one party is unwilling to cooperate or compromise or when one of the parties has a significant advantage in power over the other. Therefore, it may not be a good choice if the parties have a history of abuse or victimization.

▪ **Arbitration**

In arbitration, a neutral person called an “arbitrator” hears arguments and evidence from each side and then decides the outcome of the dispute. Arbitration is typically less formal than a trial, and the rules of evidence may be relaxed. Arbitration may be either “binding” or “non-binding.” Binding arbitration means the parties waive their right to a trial and agree to accept the arbitrator’s decision as final. Non-binding arbitration means that the parties are free to request a trial if they reject the arbitrator’s decision.

Arbitration is best for cases where the parties want another person to decide the outcome of their dispute for them but would like to avoid the formality, time, and expense of a trial. It may also be appropriate for complex matters where the parties want a decision-maker who has training or experience in the subject matter of the dispute.

▪ **Mandatory Settlement Conference (MSC)**

Settlement Conferences are appropriate in any case where settlement is an option.

Mandatory Settlement Conferences are ordered by the Court and are often held near the date a case is set for trial. The parties and their attorneys meet with a judge who devotes his or her time exclusively to preside over the MSC. The judge does not make a decision in the case but assists the parties in evaluating the strengths and weaknesses of the case and in negotiating a settlement.

The Los Angeles Superior Court Mandatory Settlement Conference (MSC) program is free of charge and staffed by experienced sitting civil judges who devote their time exclusively to presiding over MSCs. The judges participating in the judicial MSC program and their locations are identified in the List of Settlement Officers found on the Los Angeles Superior Court website at <http://www.lacourt.org/>. This program is available in general jurisdiction cases with represented parties from independent calendar (IC) and Central Civil West (CCW) courtrooms. In addition, on an ad hoc basis, personal injury cases may be referred to the program on the eve of trial by the personal injury master calendar courts in the Stanley Mosk Courthouse or the asbestos calendar court in CCW.

In order to access the Los Angeles Superior Court MSC Program the judge in the IC courtroom, the CCW Courtroom or the personal injury master calendar courtroom must refer the parties to the program. Further, all parties must complete the information requested in the Settlement Conference Intake Form and email the completed form to mscdept18@lacourt.org.

Additional Information

To locate a dispute resolution program or neutral in your community:

- Contact the California Department of Consumer Affairs (www.dca.ca.gov) Consumer Information Center toll free at 800-952-5210, or;
- Contact the local bar association (<http://www.lacba.org/>) or;
- Look in a telephone directory or search online for "mediators; or "arbitrators."

There may be a charge for services provided by private arbitrators and mediators.

A list of approved State Bar Approved Mandatory Fee Arbitration programs is available at <http://calbar.ca.gov/Attorneys/MemberServices/FeeArbitration/ApprovedPrograms.aspx#19>

To request information about, or assistance with, dispute resolution, call the number listed below. Or you may call a Contract Provider agency directly. A list of current Contract Provider agencies in Los Angeles County is available at the link below.

<http://css.lacounty.gov/programs/dispute-resolution-program-drp/>

County of Los Angeles Dispute Resolution Program
3175 West 6th Street, Room 406
Los Angeles, CA 90020-1798
TEL: (213) 738-2621
FAX: (213) 386-3995

SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES		Reserved for Clerk's File Stamp FILED Superior Court of California County of Los Angeles 12/27/2018 Sherri R. Carter, Executive Officer / Clerk of Court By: <u>Brigitte De La Rosa</u> Deputy
COURTHOUSE ADDRESS: Spring Street Courthouse 312 North Spring Street, Los Angeles, CA 90012		
NOTICE OF CASE ASSIGNMENT UNLIMITED CIVIL CASE		
Your case is assigned for all purposes to the judicial officer indicated below.		CASE NUMBER: 18STCV09741

THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT

ASSIGNED JUDGE	DEPT	ROOM	ASSIGNED JUDGE	DEPT	ROOM
✓ Elihu M. Berle	6				

Given to the Plaintiff/Cross-Complainant/Attorney of Record
 on 12/27/2018
 (Date)

Sherri R. Carter, Executive Officer / Clerk of Court
 By Brigitte De La Rosa, Deputy Clerk

INSTRUCTIONS FOR HANDLING UNLIMITED CIVIL CASES

The following critical provisions of the California Rules of Court, Title 3, Division 7, as applicable in the Superior Court, are summarized for your assistance.

APPLICATION

The Division 7 Rules were effective January 1, 2007. They apply to all general civil cases.

PRIORITY OVER OTHER RULES

The Division 7 Rules shall have priority over all other Local Rules to the extent the others are inconsistent.

CHALLENGE TO ASSIGNED JUDGE

A challenge under Code of Civil Procedure Section 170.6 must be made within 15 days after notice of assignment for all purposes to a judge, or if a party has not yet appeared, within 15 days of the first appearance.

TIME STANDARDS

Cases assigned to the Independent Calendaring Courts will be subject to processing under the following time standards:

COMPLAINTS

All complaints shall be served within 60 days of filing and proof of service shall be filed within 90 days.

CROSS-COMPLAINTS

Without leave of court first being obtained, no cross-complaint may be filed by any party after their answer is filed. Cross-complaints shall be served within 30 days of the filing date and a proof of service filed within 60 days of the filing date.

STATUS CONFERENCE

A status conference will be scheduled by the assigned Independent Calendar Judge no later than 270 days after the filing of the complaint. Counsel must be fully prepared to discuss the following issues: alternative dispute resolution, bifurcation, settlement, trial date, and expert witnesses.

FINAL STATUS CONFERENCE

The Court will require the parties to attend a final status conference not more than 10 days before the scheduled trial date. All parties shall have motions in limine, bifurcation motions, statements of major evidentiary issues, dispositive motions, requested form jury instructions, special jury instructions, and special jury verdicts timely filed and served prior to the conference. These matters may be heard and resolved at this conference. At least five days before this conference, counsel must also have exchanged lists of exhibits and witnesses, and have submitted to the court a brief statement of the case to be read to the jury panel as required by Chapter Three of the Los Angeles Superior Court Rules.

SANCTIONS

The court will impose appropriate sanctions for the failure or refusal to comply with Chapter Three Rules, orders made by the Court, and time standards or deadlines established by the Court or by the Chapter Three Rules. Such sanctions may be on a party, or if appropriate, on counsel for a party.

This is not a complete delineation of the Division 7 or Chapter Three Rules, and adherence only to the above provisions is therefore not a guarantee against the imposition of sanctions under Trial Court Delay Reduction. Careful reading and compliance with the actual Chapter Rules is imperative.

Class Actions

Pursuant to Local Rule 2.3, all class actions shall be filed at the Stanley Mosk Courthouse and are randomly assigned to a complex judge at the designated complex courthouse. If the case is found not to be a class action it will be returned to an Independent Calendar Courtroom for all purposes.

***Provisionally Complex Cases**

Cases filed as provisionally complex are initially assigned to the Supervising Judge of complex litigation for determination of complex status. If the case is deemed to be complex within the meaning of California Rules of Court 3.400 et seq., it will be randomly assigned to a complex judge at the designated complex courthouse. If the case is found not to be complex, it will be returned to an Independent Calendar Courtroom for all purposes.

Exhibit B

1 Frank M. Liberatore (SBN 119976)
 2 Jaclyn Floryan (SBN 266461)
 JACKSON LEWIS P.C.
 725 South Figueroa Street, Suite 2500
 3 Los Angeles, California 90017-5408
 Telephone: (213) 689-0404
 4 Facsimile: (213) 689-0430
 Frank.liberatore@jacksonlewis.com
 5 Jaclyn.floryan@jacksonlewis.com

CONFORMED COPY
 ORIGINAL FILED
 Superior Court of California
 County of Los Angeles

JAN 31 2019

Sherri R. Carter, Executive Officer/Clerk of Court
 By: Steven Drew, Deputy

6 Attorneys for Defendants ESTÉE LAUDER INC.,
 a Delaware corporation; and ELC BEAUTY LLC,
 7 a Delaware limited liability company

8
 9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
 10 COUNTY OF LOS ANGELES

11 CHLOE AKANA, on behalf of herself, all others
 12 similarly situated,

13 Plaintiff,

14 vs.

15 ESTÉE LAUDER INC., a Delaware corporation;
 and ELC BEAUTY LLC, a Delaware limited
 16 liability company; and DOES 1 through 50,
 inclusive,

17 Defendants.
 18

Case No.: 18STCV09741

[Assigned for all purposes to Hon. Elihu M. Berle,
 Dept. 6]

DEFENDANTS ESTÉE LAUDER INC.,
 A DELAWARE CORPORATION; AND ELC
 BEAUTY LLC, A DELAWARE LIMITED
 LIABILITY COMPANY'S ANSWER TO
 COMPLAINT

19 Complaint filed: December 27, 2018

20 Defendants ESTÉE LAUDER, INC. (erroneously sued as ESTEE LAUDER, INC.) and ELC
 21 BEAUTY LLC ("Defendants") on behalf of themselves and for no other Defendants, hereby respond to
 22 the Complaint ("COMPLAINT") filed by Plaintiff CHLOE AKANA ("Plaintiff") and admit, deny and
 23 otherwise plead as follows:

24 **GENERAL DENIAL**

25 Pursuant to the California Code of Civil Procedure section 431.30(d), Defendants generally and
 26 specifically deny each and every allegation contained in Plaintiff's unverified COMPLAINT, and each
 27 cause of action in Plaintiff's unverified COMPLAINT and whole thereof, and deny that Plaintiff has
 28 suffered any injury or been damaged in any sum whatsoever.

1 **AFFIRMATIVE DEFENSES**

2 By way of the affirmative defenses to the allegations of Plaintiff's unverified COMPLAINT on
3 file herein, Defendants answer as follows without conceding that they bear the burden of proof or
4 persuasion as to any of them.

5 **FIRST AFFIRMATIVE DEFENSE**

6 1. The COMPLAINT as a whole, and each purported cause of action alleged therein, fails to
7 state facts sufficient to constitute a cause of action against Defendants upon which relief may be granted.

8 **SECOND AFFIRMATIVE DEFENSE**

9 2. The COMPLAINT as a whole, and each purported cause of action alleged therein, is
10 barred in whole or in part by the applicable statute of limitations, including, but not limited to, California
11 Code of Civil Procedure sections 338 and 340 and California Business and Professions Code section
12 17208.

13 **THIRD AFFIRMATIVE DEFENSE**

14 3. Plaintiff's claims are barred, in whole or in part, because Plaintiff failed to exhaust
15 administrative remedies under California Labor Code sections 98-98.2.

16 **FOURTH AFFIRMATIVE DEFENSE**

17 4. Plaintiff's COMPLAINT, and each purported cause of action therein, is barred by the
18 doctrines of laches, estoppel, waiver and unclean hands.

19 **FIFTH AFFIRMATIVE DEFENSE**

20 5. Plaintiff's claims are barred, in whole or in part, because Plaintiff lacks standing to assert
21 the purported causes of action alleged in the COMPLAINT, whether on her own behalf or in a
22 representative capacity.

23 **SIXTH AFFIRMATIVE DEFENSE**

24 6. Plaintiff has not and cannot satisfy the requirements of California Code of Civil
25 Procedure Section 382.

26 **SEVENTH AFFIRMATIVE DEFENSE**

27 7. This case is not appropriate for class certification because Plaintiff is not able to fairly
28 and adequately protect the interests of all members of the putative class she purports to represent.

EIGHTH AFFIRMATIVE DEFENSE

8. This case is not appropriate for class certification because the liability issues raised by the COMPLAINT require a detailed, fact-specific and individualized inquiry that must be decided employee-by-employee for each and every day and/or workweek.

NINTH AFFIRMATIVE DEFENSE

9. This case is not appropriate for class certification because Plaintiff's claims are not typical of the claims of the alleged putative class she purports to represent.

TENTH AFFIRMATIVE DEFENSE

10. This case is not appropriate for class certification because the facts and law common to the claims Plaintiff is asserting are insignificant compared to the individual facts and issues particular to Plaintiff and the alleged putative class members she purports to represent.

ELEVENTH AFFIRMATIVE DEFENSE

11. Plaintiff cannot establish and maintain a class action because conflicts of interest exist among class members.

TWELFTH AFFIRMATIVE DEFENSE

12. Plaintiff cannot establish and maintain a class action because a problem of manageability would be created by reason of the complexity and/or proliferation of issues in this case and, thus, a class action would not be the superior method to resolve the claims of each putative class member she purports to represent.

THIRTEENTH AFFIRMATIVE DEFENSE

13. Plaintiff cannot establish and maintain a class action because the potential class members she purports to represent have strong individual interests in controlling their own action.

FOURTEENTH AFFIRMATIVE DEFENSE

14. Plaintiff cannot establish and maintain a class action because the size of the possible individual claims of the potential class members she purports to represent is sufficiently large to enable and motivate them to sue on their own or to intervene.

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FIFTEENTH AFFIRMATIVE DEFENSE

15. Plaintiff is barred from recovering any damages, or any recovery must be reduced, by virtue of Plaintiff's failure to exercise reasonable diligence to mitigate her alleged damages.

SIXTEENTH AFFIRMATIVE DEFENSE

16. Plaintiff lacks standing to seek injunctive relief.

SEVENTEENTH AFFIRMATIVE DEFENSE

17. The COMPLAINT, and each purported cause of action alleged therein, fails to state a cause or causes of action for attorneys' fees against Defendants.

EIGHTEENTH AFFIRMATIVE DEFENSE

18. Plaintiff's cause of action for Unfair Business Practices under California Business and Professions Code Section 17200 *et seq.* is barred because the alleged practices are not unfair, the public is not likely to be deceived by any alleged practices, Defendants gained no competitive advantage by such practices, and the benefits of the alleged practices outweigh any harm or other impact they may cause.

NINETEENTH AFFIRMATIVE DEFENSE

19. Plaintiff is not entitled to any equitable or injunctive relief as prayed for in the COMPLAINT because Plaintiff has not suffered any irreparable injury based on any alleged conduct of Defendants, and Plaintiff has an adequate remedy at law for any such conduct.

TWENTIETH AFFIRMATIVE DEFENSE

20. Plaintiff's monetary damage claims under California Business and Professions Code Section 17200, *et seq.* are barred in their entirety by these very statutes and other legal authority.

TWENTY-FIRST AFFIRMATIVE DEFENSE

21. Plaintiff's cause of action for Unfair Business Practices under California Business and Profession Code Section 17200 *et seq.* is barred, in whole or in part, because Defendants' business practices are not and were not "unlawful," in that Defendants complied with all applicable statutes and regulations in payment of wages to Plaintiff.

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1 TWENTY-SECOND AFFIRMATIVE DEFENSE

2 22. Defendants are informed and believe and thereon allege that any recovery on Plaintiff's
3 COMPLAINT, or on each purported cause of action alleged therein, is barred by California Labor Code
4 Sections 2854 and 2856 in that Plaintiff failed to use ordinary care and diligence in the performance of
5 her duties and failed to comply substantially with the reasonable directions of her employer.

6 TWENTY-THIRD AFFIRMATIVE DEFENSE

7 23. Defendants are entitled to a set-off for amounts Plaintiff owes Defendants for receipt of
8 any wages and other benefits to which she was not entitled and/or did not earn.

9 TWENTY-FOURTH AFFIRMATIVE DEFENSE

10 24. Defendants have engaged attorneys to represent it in defense of Plaintiff's frivolous,
11 unfounded and unreasonable action and, Defendants are thereby entitled to an award of reasonable
12 attorneys' fees and costs pursuant to California Labor Code Section 218.5 and California Code of Civil
13 Procedure Section 1021.5 upon judgment thereon in their favor.

14 TWENTY-FIFTH AFFIRMATIVE DEFENSE

15 25. Defendants allege that, to the extent that Plaintiff seeks to recover waiting time and other
16 statutory penalties, Plaintiff has failed to state a claim for such penalty because even assuming,
17 *arguendo*, that Plaintiff is entitled to additional compensation, Defendants have not willfully or
18 intentionally failed to pay any such additional compensation to Plaintiff and she never made a demand
19 for such additional compensation.

20 TWENTY-SIXTH AFFIRMATIVE DEFENSE

21 26. Defendants allege that, even assuming *arguendo* Plaintiff and/or putative class members
22 were not provided with a proper itemized statement of wages and deductions, Plaintiff and the putative
23 class members are not entitled to recover damages because Defendants' alleged failure to comply with
24 California Labor Code Section 226(a) was not a "knowing and intentional failure" under California
25 Labor Code Section 226(e).

26 ///

27 ///

28 ///

TWENTY-SEVENTH AFFIRMATIVE DEFENSE

27. Defendants allege that, even assuming *arguendo* Plaintiff and/or putative class members were not provided with a proper itemized statement of wages and deductions, Plaintiff and the putative class members are not entitled to recover damages because they did not suffer any injury.

TWENTY-EIGHTH AFFIRMATIVE DEFENSE

28. Plaintiff's First and Second Causes of Action are barred, in whole or in part, because she was provided meal and rest breaks and has never been denied the right to take meal and rest breaks to which she was entitled.

TWENTY-NINTH AFFIRMATIVE DEFENSE

29. Defendants allege that the COMPLAINT does not describe the claims or facts being alleged with sufficient particularity to permit Defendants to ascertain what other defenses may exist. Defendants will rely on any and all further defenses that become available or appear during discovery in this action and specifically reserve the right to amend this Answer for purposes of asserting such additional affirmative defenses.

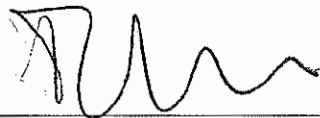
WHEREFORE, Defendants pray for judgment as follows:

1. That Plaintiff take nothing by her COMPLAINT;
2. That the COMPLAINT be dismissed in its entirety with prejudice;
3. That Plaintiff be denied each and every demand and prayer for relief contained in the COMPLAINT;
4. For cost of suits incurred herein including reasonable attorneys' fees; and
5. For such other and further relief as the Court deems just and equitable.

DATED: January 31, 2019

JACKSON LEWIS P.C.

By:



Frank M. Liberatore
Jaclyn Floryan

Attorneys for Defendants
ESTÉE LAUDER INC.,
a Delaware corporation; and ELC BEAUTY LLC,
a Delaware limited liability company

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

CASE NAME: CHLOE AKANA VS. ESTÉE LAUDER INC., ET. AL.

CASE NUMBER: 18STCV09741

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 725 South Figueroa Street, Suite 2500, Los Angeles, California 90017.

On January 31, 2019, I served the foregoing document described as:

**DEFENDANTS ESTÉE LAUDER INC.,
A DELAWARE CORPORATION; AND ELC BEAUTY LLC, A DELAWARE LIMITED
LIABILITY COMPANY'S ANSWER TO COMPLAINT**

in this action by transmitting a true copy thereof enclosed in a sealed envelope addressed as follows:

Shaun Setareh
H. Scott Leviant
William M. Pao
SETAREH LAW GROUP
315 South Beverly Drive, Suite 315
Beverly Hills, California 90212

Telephone: (310) 888-7771
Facsimile: (310) 888-0109

shaun@setarehlaw.com
scott@setarehlaw.com
william@setarehlaw.com

Attorneys for Plaintiff CHOLE AKANA

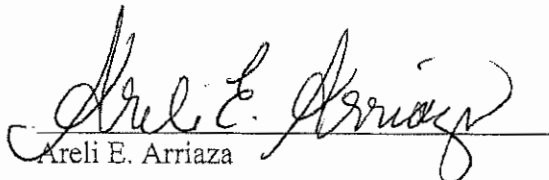
☒ BY MAIL

☒ I deposited such envelope in the mail at Los Angeles, California. The envelope was mailed with postage thereon fully prepaid.

☒ As follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice, it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

☒ STATE I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on January 31, 2019, at Los Angeles, California.


Areli E. Arriaza

Frank M. Liberatore (SBN 119976)
Jaclyn Floryan (SBN 266461)
JACKSON LEWIS P.C.
725 South Figueroa Street, Suite 2500
Los Angeles, California 90017-5408
Telephone: (213) 689-0404
Facsimile: (213) 689-0430
Frank.liberatore@jacksonlewis.com
Jaclyn.floryan@jacksonlewis.com

Attorneys for Defendants ESTÉE LAUDER INC.,
a Delaware corporation; and ELC BEAUTY LLC,
a Delaware limited liability company.

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CHLOE AKANA, on behalf of herself,
all others similarly situated,

Plaintiffs,

vs.

ESTEE LAUDER INC., a Delaware
corporation; and ELC BEAUTY LLC, a
Delaware limited liability company; and
DOES 1 through 50, inclusive,

Defendants.

CASE NO.:

**DECLARATION OF MARK ANGELES
WITH RESPECT TO ESTÉE LAUDER
INC. IN SUPPORT OF REMOVAL OF
ACTION TO THE UNITED STATES
DISTRICT COURT FOR THE
CENTRAL DISTRICT OF
CALIFORNIA PURSUANT TO 28
U.S.C. §§ 1332, 1441, 1446, and 1453**

[Filed concurrently with the Civil Cover
Sheet; Notice of Removal; Declaration of
Frank M. Liberatore; Declaration of Frank
M. Liberatore; Declaration of Mark Angeles
with Respect to Estée Lauder Inc.;
Corporate Disclosure Statement; Notice of
Interested Parties and Notice of Related
Cases.]

Action Filed: December 27, 2018

1 I, Mark Angeles, declare and state as follows:

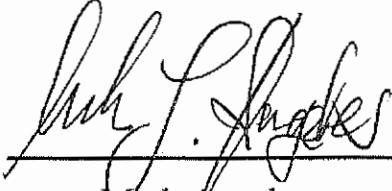
2 1. I am employed by The Estée Lauder Companies Inc. as its Director of Human
3 Resources, North America Field and Retail. I have held this position since approximately
4 July 2018 and am familiar with Estée Lauder Inc.'s business operations. In my capacity as
5 Director of Human Resources, North America Field and Retail, I have access to
6 information and data regarding Estée Lauder Inc.'s operations in California.

7 2. The matters set forth in this declaration are based on my own personal
8 knowledge and, if called upon as a witness, I could and would testify competently thereto.
9 To the extent this declaration is based upon business records, those records are kept in the
10 regular course of business, entries are made in those records in a timely manner by people
11 with knowledge of the information being entered, and it is the regular practice of Estée
12 Lauder Inc. to maintain such records.

13 3. Estée Lauder Inc. is incorporated under the laws of the State of Delaware,
14 with its principal place of business and headquarters located at 757 Fifth Avenue, New
15 York, New York 10153. The State of New York is where Estée Lauder Inc.'s main office
16 and management functions are concentrated and from where Estée Lauder Inc.'s high level
17 officers direct, control, and coordinate Estée Lauder Inc.'s activities.

18 4. Estée Lauder Inc. did not employ Plaintiff Chloe Akana.

19 I declare under penalty of perjury under the laws of the United States and the State
20 of California that the foregoing is true and correct. Executed on January 31, 2019 at Los
21 Angeles, California.

22
23
24 
Mark Angeles

Frank M. Liberatore (SBN 119976)
Jaclyn Floryan (SBN 266461)
JACKSONLEWIS P.C.
725 South Figueroa Street, Suite 2500
Los Angeles, California 90017-5408
Telephone: (213) 689-0404
Facsimile: (213) 689-0430
Frank.liberatore@jacksonlewis.com
Jaclyn.floryan@jacksonlewis.com

Attorneys for Defendants ESTÉE LAUDER INC.,
a Delaware corporation; and ELC BEAUTY LLC,
a Delaware limited liability company.

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CHLOE AKANA, on behalf of herself,
all others similarly situated,

Plaintiffs,

vs.

ESTEE LAUDER INC., a Delaware
corporation; and ELC BEAUTY LLC, a
Delaware limited liability company; and
DOES 1 through 50, inclusive,

Defendants.

CASE NO.:

**DECLARATION OF MARK ANGELES
WITH RESPECT TO ELC BEAUTY
LLC IN SUPPORT OF REMOVAL OF
ACTION TO THE UNITED STATES
DISTRICT COURT FOR THE
CENTRAL DISTRICT OF
CALIFORNIA PURSUANT TO 28
U.S.C. §§ 1332, 1441, 1446, and 1453**

[Filed concurrently with the Civil Cover
Sheet; Notice of Removal; Declaration of
Frank M. Liberatore; Declaration of Mark
Angeles with Respect to Estée Lauder Inc.;
Corporate Disclosure Statement; Notice of
Interested Parties and Notice of Related
Cases.]

Action Filed: December 27, 2018

1 I, Mark Angeles, declare and state as follows:

2 1. I am employed by The Estée Lauder Companies Inc. as its Director of Human
3 Resources, North America Field and Retail. I have held this position since approximately
4 July 2018 and am familiar with ELC Beauty LLC's business operations. In my capacity
5 as Director of Human Resources, North America Field and Retail, I have access to
6 information and data regarding ELC Beauty LLC's operations in California.

7 2. The matters set forth in this declaration are based on my own personal
8 knowledge and, if called upon as a witness, I could and would testify competently thereto.
9 To the extent this declaration is based upon business records, those records are kept in the
10 regular course of business, entries are made in those records in a timely manner by people
11 with knowledge of the information being entered, and it is the regular practice of ELC
12 Beauty LLC to maintain such records.

13 3. ELC Beauty LLC is incorporated under the laws of the State of Delaware,
14 with its principal place of business and headquarters located at 767 Fifth Avenue, New
15 York, New York 10053. The State of New York is where ELC Beauty LLC's main office
16 and management functions are concentrated and from where ELC Beauty LLC's high level
17 officers direct, control, and coordinate ELC Beauty LLC's activities.

18 4. ELC Beauty LLC has one member, The Estée Lauder Companies Inc., which
19 is a corporation organized under the laws of the State of Delaware, with its principal place
20 of business located at 757 Fifth Avenue, New York, New York 10153.

21 5. With respect to the first, second, fifth and sixth causes of action, the Complaint
22 defines the putative class as "all persons employed by Defendants and/or staffing agencies
23 and/or any other third parties who sold cosmetics at a retail store (including but not limited
24 to The Estée Lauder Companies stores and/or third-party department stores) in hourly or
25 non-exempt positions in California during the Relevant Time Period." "The relevant time
26 period is defined as the time period beginning four years prior to the filing of this action
27 until judgment is decreed," which is December 27, 2014 to the present. As of January 2019,
28 when ELC Beauty LLC last ran its putative class data, there were at least 7,713 persons

1 that fit this definition of the class. Of the 7,713 putative class members 4,693 are former
2 employees.

3 6. Plaintiff Chloe Akana's final regular hourly rate of pay was \$24.97 per hour.
4

5 I declare under penalty of perjury under the laws of the United States and the State
6 of California that the foregoing is true and correct. Executed on January 31, 2019 at Los
7 Angeles, California.
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9
10 
11 Mark Angeles
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ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Estee Lauder Faces Former Employee's Class Action Over Alleged Labor Law Violations](#)
