SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK
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Index No.
Date purchased:

LISA RODRIGUEZ and LESLIE BETHEL,

Plaintiffs,

Plaintiff designates:
New York County as the
Place of trial.

SUMMONS

-against-

DOLCE & GABBANA BEAUTY USA INC.; ELIZABETH SCARPA-LAURO; JOHANNA VILLALONA; LAURIE HOPKINS; ABC CORPORATIONS 1-5 (fictitious names describing presently unidentified business entities); and JOHN DOES 1-5 (fictitious names describing presently unidentified individuals); *individually and personally*

Defendants.

The basis of the venue is the location where Plaintiffs worked for Defendant D&G

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To the above-named Defendants:

YOU ARE HEREBY SUMMONED to answer the complaint in this action and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance, on the Plaintiff's attorney within 20 days after the service of this summons, exclusive of the day of service (or within 30 days after the service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

Dated: June 2, 2025
New York, New York

By: /s/ *Peter D. Valenzano*
Attorney for Plaintiffs, Lisa Rodriguez and Leslie Bethel

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

Index No.:

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LISA RODRIGUEZ and LESLIE BETHEL,

Plaintiff,

COMPLAINT

JURY TRIAL DEMANDED

-against-

DOLCE & GABBANA BEAUTY USA INC.; ELIZABETH SCARPA-LAURO; JOHANNA VILLALONA; LAURIE HOPKINS; ABC CORPORATIONS 1-5 (fictitious names describing presently unidentified business entities); and JOHN DOES 1-5 (fictitious names describing presently unidentified individuals); *individually and personally*

Defendants.

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Plaintiffs Lisa Rodriguez ("Plaintiff Rodriguez") and Leslie Bethel ("Plaintiff Bethel"), by and through their undersigned counsel, allege against Defendant Dolce & Gabbana Beauty USA Inc. ("Defendant D&G"), Defendants ABC Corporations 1-5 (fictitious names describing presently unidentified business entities) (along with "Defendant D&G," collectively referred to as the "Corporate Defendants"), Defendant Elizabeth Scarpa-Lauro ("Defendant Scarpa-Lauro"), Defendant Johanna Villalona ("Defendant Villalona"), Defendant Laurie Hopkins ("Defendant Hopkins"), and Defendants John Does 1-5 (fictitious names describing presently unidentified individuals) (along with "Defendant Lauro," "Defendant Villalona," and "Defendant Hopkins,"

collectively referred to as the "Individual Defendants") (collectively, the "Defendants"), upon information and belief, as follows:

NATURE OF CLAIMS

1. This is an action for declaratory, injunctive and equitable relief, as well as monetary damages, to redress Defendants' willful and malicious violations of the New York State Labor Law §740 *et seq*. (NYSLL) by subjecting Plaintiffs to retaliation eventually leading to the termination and/or constructive termination of Plaintiffs' employment.

2. This lawsuit arises out of an ongoing wrongful scheme by Defendants to retaliate against Plaintiffs during their employment because Plaintiffs complained and brought forth what they believed to be wrongful conduct by Defendants in violation of law, rule, or practice.

3. This retaliation includes chastising Plaintiffs for bringing forth such a complaint, degrading Plaintiffs by written correspondence, and termination of their employment.

4. Defendants' conduct was knowing, malicious, willful and wanton, and/or showed a reckless disregard for Plaintiffs, which has caused and continues to cause Plaintiffs to suffer substantial economic and non-economic damages, emotional distress, and permanent harm to their professional and personal reputation.

JURISDICTION AND VENUE

5. This court has personal jurisdiction over Defendants pursuant to Sections 301 and/or 302 of the New York Civil Practice Law and Rules ("CPLR").

6. Venue for this action is proper in the County of New York pursuant to CPLR Section 503 as Plaintiff Bethel's place of residence is in New York County.

PROCEDURAL REQUIREMENTS

7. This court has personal jurisdiction over Defendants pursuant to Sections 301 and/or 302 of the New York Civil Practice Law and Rules ("CPLR") in that Defendants are registered with the New York State Department of Corporations, transact and/or solicit business within New York State, from which they derive substantial revenue.

8. Any and all additional prerequisites to the filing of this suit have been met.

PARTIES

9. Plaintiff Rodriguez is a female and a resident of Bayonne, New Jersey.

10. Plaintiff Bethel is a female and a resident of New York City, New York.

11. At all times relevant hereto, Plaintiffs Rodriguez and Bethel were employed by Defendants as Residential Makeup Artists.

12. At all times relevant hereto, Plaintiffs worked for Defendant D&G in New York City and met the definition of an "employee" as defined under all applicable statutes during their employment with Defendants.

13. At all times relevant hereto, Defendant D&G is a corporation authorized to do business under the laws of the State of New York and contracts employees to perform services at Saks NYC, located at 611 Fifth Avenue, New York, NY 10022. Defendant D&G's main business address is located at 3915 Biscayne Blvd, Suite 401, Miami, FL 33137. At all times relevant hereto, Defendant D&G is an "employer" as defined by the New York Labor Law §740 and directly employed Plaintiff and the Individual Defendants.

14. Defendant Scarpa-Lauro, at all times relevant hereto, is a domiciliary of the State of New York and Beauty Sales & Training Executive, Northeast of Defendant D&G. This claim is brought against Defendant Scarpa-Lauro in her individual capacity and as an agent of Defendant

D&G who aided and abetted the Corporate and Individual Defendants in the retaliation referenced herein.

15. Defendant Villalona, at all times relevant hereto, is a domiciliary of the State of New York and Manager at Defendant D&G. This claim is brought against Defendant Villalona in her individual capacity and as an agent of Defendant D&G who aided and abetted the Corporate and Individual Defendants in the discrimination, retaliation, and harassment referenced herein.

16. Defendant Hopkins, at all times relevant hereto, is a domiciliary of the State of New York and Regional Manager at Defendant D&G. This claim is brought against Defendant Hopkins in her individual capacity and as an agent of Defendant D&G who aided and abetted the Corporate and Individual Defendants in the discrimination, retaliation, and harassment referenced herein.

17. Upon information and belief, Defendants ABC Corporations 1-5 are currently unidentified business entities that acted in concert with the D&G Defendants and/or currently unidentified business entities responsible for the creation and/or implementation of anti-retaliation policies of the D&G Defendants, and/or currently unidentified business entities that may have liability for the damages suffered by Plaintiff under any theory advanced herein.

18. Upon information and belief, Defendants John Does 1-5 are currently unidentified individuals who have acted in concert, aided and abetted, were complicit in, engaged in, and/or encouraged conduct with regard to the instant matter and/or were responsible for the creation and/or implementation of anti-retaliation policies of the D&G Defendants and are currently unidentified individuals who may have liability for the damages suffered by Plaintiff under any theory advanced herein.

FACTUAL ALLEGATIONS

19. On or about April 4, 2024, Plaintiff Bethel commenced employment with Defendants as a Resident Makeup Artist.

20. On or about May 7, 2024, Plaintiff Rodriguez commenced employment with Defendants as a Resident Makeup Artist.

21. Both Plaintiffs entered into a year-long employment contract with Defendant D&G. The contracts specified that Plaintiffs would receive a consulting fee plus commission to be paid biweekly. The provision read as follows:

> (a) Consulting Fee. As compensation for the Services heretofore provided and to continue to be provided by Consultant hereunder, the Company shall pay Consultant a consulting fee of USD $36 hour (the "**Consulting Fee**") up to 40 hours a week in addition the consultant will also receive a commission. The commission structure will be detailed in a separate document. Notwithstanding the foregoing, the parties agree that the Consulting Fee shall be paid biweekly until April 4th 2025. The Consulting Fee shall be paid to Consultant by wire transfer as agreed upon by the parties.

22. From the outset of Plaintiffs' employment, they were thrilled to be working their dream jobs in the beauty industry, loyally committed to Defendant D&G and the customers it serves. Those dreams soon became nightmares when, throughout the course of Plaintiffs' employment, Defendant D&G failed to provide them with timely and accurate payments per their contracts and New York Labor Law § 191.[1]

A. Defendants Continuously Fail to Pay Plaintiffs on Time in Violation of New York Labor Law.

23. From the outset of their employment, both Plaintiffs were subjected to clear and troubling pay disparities. These issues began immediately and set the tone for the discriminatory

[1] "Frequency of payments. 1. Every employer shall pay wages in accordance with the following provisions:… d. Clerical and other worker.--- A clerical and other worker shall be paid the wages earned in accordance with the agreed terms of employment, but not less frequently than semi-monthly, on regular pay days designated in advance by the employer." NY CLS Labor § 191(1)(d).

treatment that followed. Most notably, Plaintiffs did not receive their first paycheck until approximately six (6) weeks after they began working, an unacceptable delay that caused significant financial strain and demonstrated a disregard for their rights and well-being as employees. This delayed compensation is not only indicative of mismanagement but also reflects a broader pattern of unequal and unfair treatment.

24. The pay inconsistencies continued for months, with Plaintiffs sometimes being paid weekly and other times going without pay for extended periods. Similar issues arose with commission and insurance checks; Plaintiff Rodriguez often did not receive these payments, even when other employees of Defendant D&G did.

B. Plaintiffs Repeatedly Complain to Management, Resulting in Plaintiff Bethel's Constructive Termination.

25. During this time, Plaintiffs regularly complained, both verbally and in writing, to management of the violations of law.

26. On or around June 18, 2024, Plaintiff Rodriguez emailed Defendants Lauro and Villanola, informing the two that Plaintiff Rodriguez and her coworkers still had not been paid for that period. That same day, Plaintiff Rodriguez emailed Defendant Lauro that her commission check was missing.

27. On or around June 20, 2024, Defendant D&G's payroll vendor remitted payments into Plaintiff Rodriguez's account. Confused about the delay, Plaintiff Rodriguez sent the following email, in part, to Defendant Lauro:

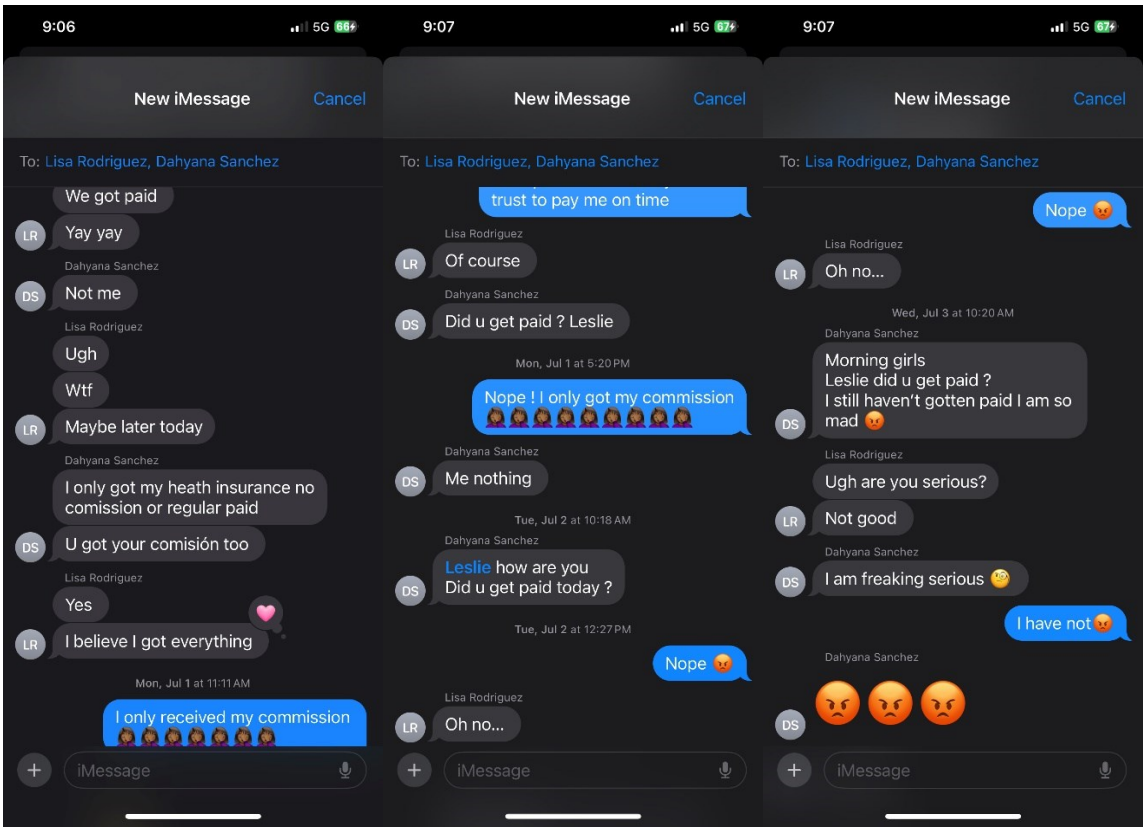
> This really needs to stop being late we have bills to pay it's not going with the contract it's always an issue and it's frustrating. What is the problem? It's suppose [sic] to be every two weeks and once a month commission [sic] per contract and once a month 500 for insurance.

28. Defendant Lauro's response read as follows:

> Hi Lisa,
>
> I completely understand your concerns. We definitely need consistency with your pay.
>
> It has not been totally AP's lack of processing the invoices. Last month you sent multiple emails to AP with different updates to your invoices. Your health insurance had two different amounts on the expense report and invoice which I corrected and sent in.
>
> With that being said, AP and our team need to do a better job submitting the invoices and timesheets correctly and on time. Regarding the commissions, there was a mistake on one of the invoices, so that was the hold up.
>
> As Laurie wrote in her text to the group, we are trying very hard to work with AP to make this process go more smoothly.
>
> We appreciate your patience and understanding while everyone works together to make this process much more efficient.
>
> WE WILL MAKE IT BETTER!
>
> Have a great day!!
>
> Liz

29. Despite Defendant Lauro's promises, Defendants did not make it better. In fact, Plaintiffs' payments only became more inconsistent.

30. Plaintiffs regularly texted in a group chat containing fellow makeup artist, Dahyana Sanchez ("Ms. Sanchez"). The three kept each other updated as to the status, or lack thereof, of their paychecks.



31. In or about July 2024, a freelancer began working alongside Plaintiffs. The freelancer overheard their concerns regarding pay disparities and advised them that the Defendants' actions were against the law. Upon information and belief, the freelancer was terminated soon thereafter.

32. On or around September 26, 2024, Plaintiff Rodriguez emailed Defendant Lauro again to inform her that she had not received her August 2024 commission check, nor her September 2024 insurance check. By that point, the late checks had caused Plaintiff Rodriguez to fall behind on her home and car payments, which negatively affected her credit score.

33. Plaintiff Bethel was similarly presenting her concerns to Defendants, specifically to Defendant Villanola. Instead of being apologetic and understanding towards Plaintiffs' frustrations, Defendant Villanola would lash out at Plaintiff Bethel, making her fearful to report the disparities.

34. Eventually, Defendants' actions forced Plaintiff Bethel to borrow money from friends and family. Ultimately, the financial and emotional burden became too much for Plaintiff Bethel to endure.

35. On or about January 31, 2025, Plaintiff Bethel was constructively terminated from her position with Defendant D&G. Upon information and belief, Defendants failed to pay Plaintiff Bethel one of her final paychecks.

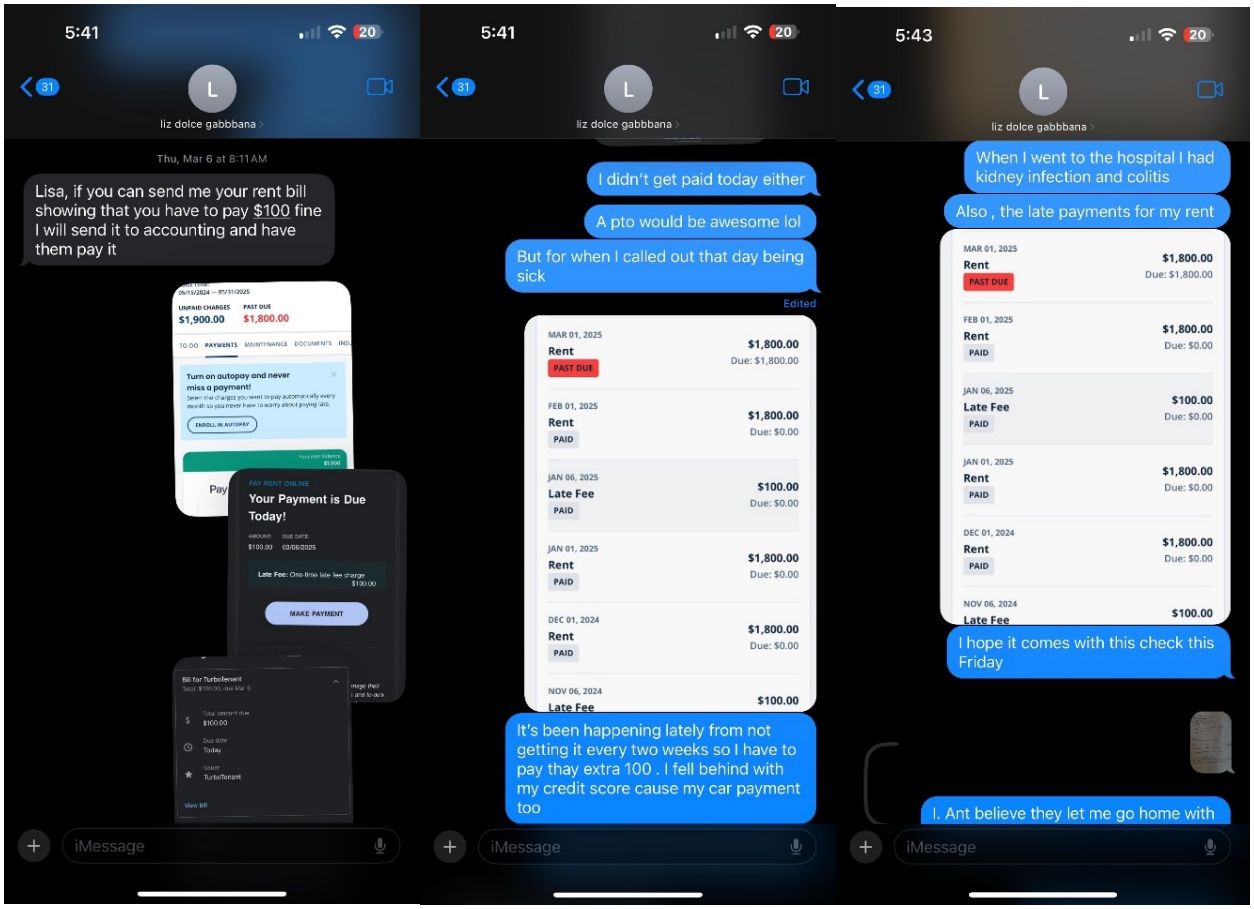
C. Plaintiff Rodriguez Endures Defendants' Unlawful Actions for the Remainder of Her Contract, But Is Ultimately Terminated in Retaliation for Her Complaints.

36. In or about January 2025, Plaintiff Rodriguez spoke to an employee of another company on the sales floor about Defendants' unlawful actions. The employee advised Plaintiff Rodriguez to report Defendant D&G to the Labor Board.

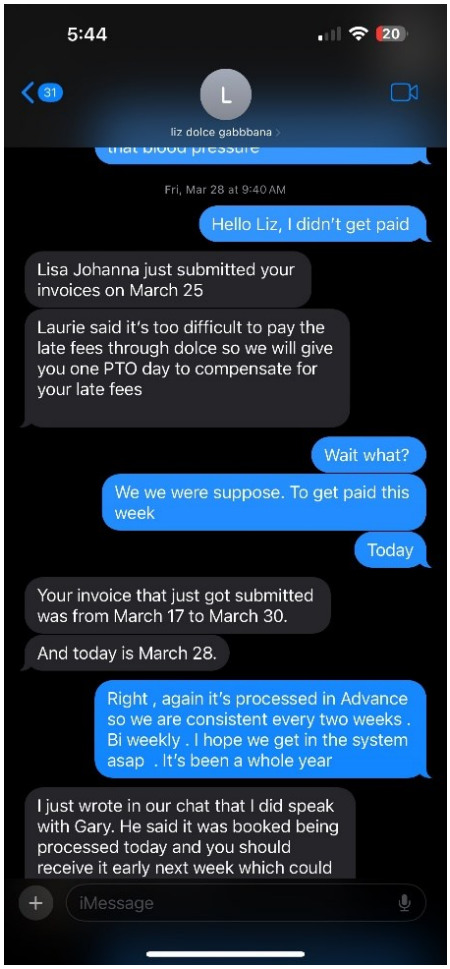
37. Upon learning that Plaintiff Rodriguez had engaged in a conversation regarding the company's unlawful practices, members of Defendant D&G's management issued a direct threat of termination should she choose to report the company to the appropriate authorities. This threat was intended to intimidate Plaintiff Rodriguez and deter her from exercising her legal rights.

38. By March 2025, the ongoing pay disparities had placed significant financial and emotional strain on Plaintiff Rodriguez. As a result of inconsistent and delayed compensation, she consistently fell behind on her personal financial obligations.

39. Plaintiff Rodriguez communicated these difficulties directly to Defendant Lauro, making him aware of the substantial hardship caused by the company's failure to pay her in a timely and consistent manner.



40. On or about March 28, 2025, Plaintiff Rodriguez sent a text message to Defendant Lauro once again informing her that she had not received her paycheck. In response, rather than addressing the underlying issue or ensuring timely payment, Defendant Lauro offered Plaintiff a single day of Paid Time Off (PTO) as purported compensation for the late fees and financial hardship caused by Defendants' continued failure to pay her wages.



41. On or around April 25, 2025, Plaintiff Rodriguez emailed Defendant Lauro informing her that she had not been paid that day. Defendant Lauro failed to respond.

42. On or around May 2, 2025, Plaintiff Rodriguez emailed Defendants Lauro and Hopkins, following up on her late payment. ***Plaintiff Rodriguez stated, "Hi can someone please find out why I still have not been paid?? It's three weeks. I have not been paid on time for a year now. Please I have to pay rent."***

43. Directly following her complaints, Defendants pulled Plaintiff Rodriguez into a meeting. Defendants informed ***Plaintiff Rodriguez that they would not be renewing her employment contract because she was not meeting "Dolce standards." Defendants further stated***

that Plaintiff Rodriguez was being terminated because she had issues with "staying in her own lane."

44. On or about May 7, 2025, Plaintiff Rodriguez's contract ended, and she was ultimately terminated.

45. Such conduct by Defendant D&G is certainly against the legislative intent of the New York Whistleblower protections and in violation of New York Labor Law, as Plaintiffs complained in good faith about activity that they reasonably believed is in violation of law, rule, or regulation or that posed a substantial and specific danger to the public health or safety. Yet, upon complaining, Plaintiffs were chastised, demeaned, and terminated.

AS AND FOR A FIRST CAUSE OF ACTION
Violation of New York Labor Law §740
(Whistleblower Retaliation)

46. Plaintiffs hereby repeat and re-allege each and every allegation in all of the preceding paragraphs as if fully set forth herein.

47. The inherit purpose of New York Labor Law §740 is to encourage employees to bring forth and disclose any activity the employee reasonably believes is in violation of law, rule, regulation and to protect such employees from retaliation by employers.

48. Indeed, New York State has amended its whistleblower law, significantly expanding whistleblower protections under Section 740 of the New York Labor Law.

49. The amended law prohibits an employer from taking a retaliatory action against an employee who discloses or threatens to disclose to a supervisor or public body an activity, policy, or practice of the employer that:

a. The employee reasonably believes is in violation of any law, rule, or regulation; or

b. The employee reasonably believes poses a substantial and specific danger to the public health or safety.

50. At all times herein, Plaintiffs engaged in protected activity by bringing forth reasonable complaints of misconduct in violation of law, rule, and regulation.

51. As a consequence of the foregoing conduct by Plaintiffs, Defendants violated New York Labor Law §740 by terminating Plaintiffs' employment.

52. That as a direct result of the foregoing, Plaintiffs have been damaged in an amount which exceeds the jurisdictional limits of lower Courts.

AS AND FOR A SECOND CAUSE OF ACTION
Breach of Contract

53. Plaintiffs repeat each and every allegation set forth above as if set forth fully herein at length.

54. Plaintiffs and Defendants entered into a written employment agreement (the "Agreement") for a term of one year, pursuant to which Defendants agreed to compensate Plaintiffs on a bi-weekly basis in exchange for Plaintiffs' services.

55. Plaintiffs fully performed all of their obligations under the Agreement, including rendering services as required.

56. Defendants breached the Agreement by failing to pay Plaintiffs their agreed-upon biweekly compensation during the term of the Agreement.

57. Therefore, Defendants defaulted on their obligations under the Agreement.

58. That as a direct result of the foregoing, Plaintiffs have been damaged in an amount which exceeds the jurisdictional limits of lower Courts.

AS AND FOR A THIRD CAUSE OF ACTION
Breach of Implied Covenant of Good Faith and Fair Dealing

59. Plaintiffs repeat each and every allegation set forth above as if set forth fully herein at length.

60. Plaintiffs and Defendants entered into a written employment agreement (the "Agreement") for a term of one year, pursuant to which Defendants agreed to compensate Plaintiffs on a biweekly basis in exchange for Plaintiffs' services.

61. Implicit in the Agreement was a covenant of good faith and fair dealing, which obligated Defendants to act honestly and fairly in performing their contractual duties and to refrain from conduct that would deprive Plaintiffs of the benefits of the Agreement.

62. Plaintiffs fully performed their obligations under the Agreement and were ready, willing, and able to continue performing.

63. Defendants breached the implied covenant of good faith and fair dealing by intentionally and unjustifiably failing to pay Plaintiffs their biweekly compensation, thereby depriving Plaintiffs of the benefits of the Agreement and frustrating its purpose.

64. That as a direct result of the foregoing, Plaintiffs have been damaged in an amount which exceeds the jurisdictional limits of lower Courts.

AS AND FOR A FOURTH CAUSE OF ACTION
Violation of New York Labor Law §740

65. Plaintiffs repeat each and every allegation set forth above as if set forth fully herein at length.

66. Pursuant to New York Labor Law § 191(1)(d), Defendants were required to pay Plaintiffs in accordance with the agreed terms of employment, and in no event less frequently than semi-monthly.

67. The employment agreement required Defendants to pay Plaintiffs on a biweekly basis.

68. Defendants failed to pay Plaintiffs in accordance with the agreed bi-weekly schedule, in violation of NYLL § 191(1)(d).

69. Defendants' violations were willful and not the result of a good-faith error.

70. That as a direct result of the foregoing, Plaintiffs have been damaged in an amount which exceeds the jurisdictional limits of lower Courts.

INJURY AND DAMAGES

71. Because the joint and several acts and omissions of the Corporate Defendants, Individual Defendants, John Does (1-5), and ABC Corporations (1-5), Plaintiffs have been and continue to suffer economic losses and pecuniary damage in the form of lost income and benefits past, present, and future.

72. Because of the joint and several acts and omissions of the Corporate Defendants, Individual Defendants, John Does (1-5), and ABC Corporations (1-5), Plaintiffs have been and continue to suffer non-economic damages in the form of humiliation, stress, and anxiety, causing them mental and emotional anguish and dysfunction and physical manifestations of same, including, but not limited to, nightmares, inability to sleep, weight gain, headaches, panic attacks, crying, negative thoughts, nervousness, anxiousness, anxiety attacks, upset stomach, and stomach pains, all or some of which may be permanent.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray that the Court enter judgment in favor of Plaintiffs and against Defendants for the following relief:

A. Declaring that the Defendants engaged in unlawful employment practices prohibited by the New York State Labor Law § 740 *et seq*., and awarding Plaintiff a recovery for damages sustained;

B. Compensation for lost wages, benefits, and other renumerations;

C. Reinstatement of Plaintiffs to their position, reinstatement of full fringe benefits and seniority rights;

D. Civil penalties;

E. Front pay;

F. Awarding Plaintiffs punitive damages;

G. Awarding Plaintiffs attorney's fees, costs and expenses; and

H. Awarding Plaintiffs such other relief as this Court may deem just and proper.

JURY DEMAND

Plaintiffs hereby demands a trial by jury on all issues of fact and damages stated herein.

Dated: June 2, 2025
New York, New York

McOMBER McOMBER & LUBER, P.C.

/s/ *Peter D. Valenzano*

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