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**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF MONTEREY**

STEVE CASTANEDA, as an individual  
and on behalf of all others similarly situated,

Plaintiffs,

vs.

MISSION LINEN SUPPLY, a California  
corporation; and DOES 1 through 50,  
inclusive,

Defendants.

Case No.: 21CV000276

**CLASS ACTION COMPLAINT FOR  
DAMAGES FOR:**

- (1) VIOLATION OF LABOR CODE  
§ 226;
- (2) VIOLATION OF CAL. LABOR  
CODE § 2698, *ET SEQ.*

**DEMAND OVER \$25,000.00**

Plaintiff Steve Castaneda ("Plaintiff") hereby submits this Class Action Complaint ("Complaint") against Defendant Mission Linen Supply, and Does 1 through 50 (hereinafter collectively referred to as "Defendants") on behalf of himself and the class of all other similarly situated current and former employees of Defendants, for penalties and/or damages for failure to provide accurate itemized wage statements under the California Labor Code as follows:

1 **INTRODUCTION**

2 1. This class action is within the Court’s jurisdiction under California Labor Code  
3 §§ 226 and 2698, *et seq.* and the applicable Wage Orders of the California Industrial Welfare  
4 Commission (“IWC”).

5 2. This complaint challenges systemic illegal employment practices resulting in  
6 violations of the California Labor Code against individuals who worked for Defendants.

7 3. Plaintiff is informed and believes, and based thereon alleges, that Defendants,  
8 jointly and severally, have acted intentionally and with deliberate indifference and conscious  
9 disregard to the rights of all employees by failing to provide complete and accurate wage  
10 statements to Plaintiff and Class Members.

11 4. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
12 have engaged in, among other things a system of willful violations of the California Labor Code  
13 and the applicable IWC Wage Orders by creating and maintaining policies, practices, and  
14 customs that knowingly deny its employees the above stated rights and benefits.

15 5. The policies, practices and customs of defendants described above and below  
16 have resulted in unjust enrichment of Defendants and an unfair business advantage over  
17 businesses that routinely adhere to the strictures of the California Labor Code.

18 **JURISDICTION AND VENUE**

19 6. The Court has jurisdiction over the violations of the California Labor Code  
20 §§ 226 and 2698, *et seq.*

21 7. Venue is proper because Plaintiff performed his duties for Defendants in  
22 Monterey County.

23 **PARTIES**

24 8. Plaintiff was hired by Defendants in 2011, and is a current employee. Plaintiff  
25 works as Route Sales Service Representative for Defendants in Monterey County.

26 9. Plaintiff was and is the victim of the policies, practices, and customs of  
27 Defendants complained of in this action in ways that have deprived him of the rights guaranteed  
28 by California Labor Code §§ 226 and 2698, *et seq.*

1           10. Plaintiff is informed and believes and based thereon alleges that Defendant  
2 Mission Linen Supply was and is a California corporation doing business in the State of  
3 California supplying uniforms and other items to business throughout the state.

4           11. Plaintiff is informed and believes and thereon alleges that at all times herein  
5 mentioned DOES 1 through 50, are and were corporations, business entities, individuals, and  
6 partnerships, licensed to do business and actually doing business in the State of California.

7           12. As such, and based upon all the facts and circumstances incident to Defendants'  
8 business, Defendants are subject to California Labor Code §§ 226 and 2698, *et seq.*

9           13. Plaintiff does not know the true names or capacities, whether individual, partner  
10 or corporate, of the defendants sued herein as Does 1 through 50, inclusive, and for that reason,  
11 said defendants are sued under such fictitious names, and Plaintiff prays for leave to amend this  
12 complaint when the true names and capacities are known. Plaintiff is informed and believes and  
13 based thereon alleges that each of said fictitious defendants were responsible in some way for the  
14 matters alleged herein and proximately caused Plaintiff and members of the general public and  
15 class to be subject to the illegal employment practices, wrongs, and injuries complained of  
16 herein.

17           14. At all times herein mentioned, each of said defendants participated in the doing of  
18 the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the  
19 Defendants, and each of them, were the agents, servants and employees of each of the other  
20 Defendants, as well as the agents of all Defendants, and at all times herein mentioned, were  
21 acting within the course and scope of said agency and employment.

22           15. Plaintiff is informed and believes, and based thereon alleges, that at all times  
23 material hereto, each of the Defendants named herein was the agent, employee, alter ego, and/or  
24 joint venturer of, or working in concert with each of the other co-Defendants and was acting  
25 within the course and scope of such agency, employment, joint venture, or concerted activity.  
26 To the extent said acts, conduct, and omissions were perpetrated by certain Defendants, each of  
27 the remaining Defendants confirmed and ratified said acts, conduct, and omissions of the acting  
28 Defendants.

1           16.     At all times herein mentioned, Defendants, and each of them, were members of,  
2 and engaged in, a joint venture, partnership and common enterprise, and acting within the course  
3 and scope of, and in pursuance of, said joint venture, partnership and common enterprise.

4           17.     At all times herein mentioned, the acts and omissions of various Defendants, and  
5 each of them, concurred and contributed to the various acts and omissions of each and all of the  
6 other Defendants in proximately causing the injuries and damages as herein alleged. At all times  
7 herein mentioned, Defendants, and each of them, ratified each and every act or omission  
8 complained of herein. At all times herein mentioned, Defendants, and each of them, aided and  
9 abetted the acts and omissions of each and all of the other Defendants in proximately causing the  
10 damages as herein alleged.

#### 11                           **CLASS ACTION ALLEGATIONS**

12           18.     **Definition:** The named individual Plaintiff seeks class certification, pursuant to  
13 California Code of Civil Procedure § 382. Plaintiff proposes the following class: all current and  
14 former non-exempt employees who worked for Defendants in the State of California and were  
15 paid “OTinent” wages at any time from August 4, 2019, to the present (the “Class”).

16           19.     **Numerosity and Ascertainability:** The members of the Class are so numerous  
17 that joinder of all members would be impractical, if not impossible. The identities of the  
18 members of the Class are readily ascertainable by review of Defendants’ records, including  
19 payroll records. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
20 failed to provide accurate, itemized wage statements.

21           20.     **Adequacy of Representation:** The named Plaintiff is fully prepared to take all  
22 necessary steps to represent fairly and adequately the interests of the Class defined above.  
23 Plaintiff’s attorneys are ready, willing, and able to fully and adequately represent the Class and  
24 the individual Plaintiff. Plaintiff’s attorneys have prosecuted and settled wage-and-hour class  
25 actions in the past and currently have a number of wage-and-hour class actions pending in  
26 California state and federal courts.

27           21.     Defendants uniformly administered a corporate policy and practice of failing to  
28 provide accurate itemized wage statements in violation of Labor Code § 226(a).

1           22.     **Common Question of Law and Fact:** There are predominant common questions  
2 of law and fact and a community of interest amongst Plaintiff and the claims of the Class  
3 concerning Defendants’ policy and practice of failing to provide accurate itemized wage  
4 statements in violation of Labor Code § 226(a).

5           23.     **Typicality:** The claims of Plaintiff are typical of the claims of all members of the  
6 Class in that Plaintiff suffered the harm alleged in this Complaint in a similar and typical manner  
7 as the Class Members. As with other Class Members, Plaintiff was not provided proper and  
8 accurate itemized wage statements. Specifically, during Plaintiff’s employment with  
9 Defendants, Plaintiff earned “OTinent” wages. Whenever “OTinent” wages were paid, the  
10 wage statements issued to Plaintiff failed to identify the applicable hourly rate and hours used to  
11 calculate such wages in violation of Labor Code § 226(a)(9). To the extent such wages were  
12 being paid for a prior pay period, this would further violate Labor Code § 226(a)(6) as the wage  
13 statements failed to identify the applicable pay period for such wages. Therefore, Plaintiff is a  
14 member of the Class and has suffered the alleged violations of California Labor Code § 226.

15           24.     The California Labor Code upon which Plaintiff bases these claims are broadly  
16 remedial in nature. These laws and labor standards serve an important public interest in  
17 establishing minimum working conditions and standards in California. These laws and labor  
18 standards protect the average working employee from exploitation by employers who may seek  
19 to take advantage of superior economic and bargaining power in setting onerous terms and  
20 conditions of employment.

21           25.     The nature of this action and the format of laws available to Plaintiff and  
22 members of the Class identified herein make the class action format a particularly efficient and  
23 appropriate procedure to redress the wrongs alleged herein. If each employee were required to  
24 file an individual lawsuit, the corporate Defendants would necessarily gain an unconscionable  
25 advantage since it would be able to exploit and overwhelm the limited resources of each  
26 individual plaintiff with their vastly superior financial and legal resources. Requiring each class  
27 member to pursue and individual remedy would also discourage the assertion of lawful claims by  
28 employees who would be disinclined to file an action against their former and/or current

1 employer for real and justifiable fear of retaliation and permanent damage to their careers at  
2 subsequent employment.

3 26. The prosecution of separate actions by the individual class members, even if  
4 possible, would create a substantial risk of (a) inconsistent or varying adjudications with respect  
5 to individual class members against the Defendants and which would establish potentially  
6 incompatible standards of conduct for the Defendants, and/or (b) adjudications with respect to  
7 individual class members which would, as a practical matter, be dispositive of the interest of the  
8 other class members not parties to the adjudications or which would substantially impair or  
9 impede the ability of the class members to protect their interests. Further, the claims of the  
10 individual members of the class are not sufficiently large to warrant vigorous individual  
11 prosecution considering all of the concomitant costs and expenses.

12 27. Such a pattern, practice and uniform administration of corporate policy regarding  
13 illegal employee compensation described herein is unlawful and creates an entitlement to  
14 recovery by Plaintiff and the Class identified herein, in a civil action, for applicable penalties,  
15 reasonable attorneys' fees, and costs of suit according to the mandate of California Labor Code  
16 § 226, 226.3, and Code of Civil Procedure § 1021.5.

17 28. Proof of a common business practice or factual pattern, which the named Plaintiff  
18 experienced and is a representative of, will establish the right of each of the members of the  
19 Plaintiff class to recovery on the causes of action alleged herein.

20 29. The Plaintiff class is commonly entitled to a specific fund with respect to the  
21 compensation illegally and unfairly retained by Defendants. The Plaintiff class is commonly  
22 entitled to restitution of those funds being improperly withheld by Defendants. This action is  
23 brought for the benefit of the entire Class and will result in the creation of a common fund.

24 **FIRST CAUSE OF ACTION**

25 **VIOLATION OF LABOR CODE § 226**

26 **(BY PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS)**

27 30. Plaintiff re-alleges and incorporates by reference the paragraphs above, as though  
28 fully set forth herein.

31. Defendants failed in their affirmative obligation to provide accurate itemized wage statements. Defendants, as a matter of policy and practice, did not provide accurate records in violation of Labor Code § 226.

32. Labor Code § 226(a)(9) requires that an employer provide employees with wage statements that show all applicable hourly rates and the corresponding number of hours worked at each rate. The wage statements issued by Defendants to Plaintiff and Class Members did not list the hourly rates of pay and applicable number of hours worked for “OTincent” wages. Further, to the extent such wages were being paid for a prior pay period, this would further violate Labor Code § 226(a)(6) as the wage statements failed to identify the applicable pay period for such wages.

33. Such a pattern, practice and uniform administration of corporate policy as described herein is unlawful and creates an entitlement to recovery by Plaintiff and the Class identified herein, in a civil action, for all damages or penalties pursuant to Labor Code § 226, including interest thereon, attorneys' fees, and costs of suit according to the mandate of California Labor Code § 226.

## SECOND CAUSE OF ACTION

**VIOLATION OF LABOR CODE § 2698, *ET SEQ.***

**(BY PLAINTIFF AND AGGRIEVED EMPLOYEES AGAINST ALL DEFENDANTS)**

34. Plaintiff re-alleges and incorporates by reference the paragraphs above, as though fully set forth herein.

35. Plaintiff brings this cause of action on behalf of the State of California and seeks penalties on behalf of all aggrieved employees from January 26, 2020, through the present, for Defendants' violation of Labor Code § 226.

36. Defendants failed in their affirmative obligation to provide accurate itemized wage statements. Defendants, as a matter of policy and practice, did not provide accurate records in violation of Labor Code § 226. Specifically, the wage statements provided to Defendants' employees did not identify the hourly rates of pay and/or number of hours worked for shift differential wages.

