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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN MATEO

WENDY CERON VENTURA, an individual,
on behalf of herself and others similarly
situated,

PLAINTIFF,

v.

MEDICAL LINEN SERVICE, INC.; and
DOES 1 thru 50, inclusive,

DEFENDANTS.

CASE NO. 21-CIV-03233

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT**

1. Failure to Provide Meal Breaks Pursuant to Labor Code §§ 226.7 and 512
2. Failure to Pay Wages and/or Overtime Under Labor Code §§ 510, 1194, 1194.2 and 1199
3. Minimum Wage Deficits in Violation of Labor Code §§ 1194, 1194.2, 1197, 1197.1, and IWC Minimum Wage Order No. 5
4. Violation of Labor Code § 221
5. Penalties Pursuant to Labor Code § 203
6. Violation of Business & Professions Code § 17200
7. Penalties Pursuant to Labor Code § 2698, *et seq.*

1 Plaintiff WENDY CERON VENTURA, an individual, on behalf of herself, all others
2 similarly situated, and on behalf of the people of the State of California and as an “aggrieved
3 employee” under Labor Code Private Attorneys General Act of 2004, §2699, et. seq. (hereafter,
4 “PAGA”), complains of Defendant MEDICAL LINEN SERVICE, INC. (“Defendant”) and each
5 of them, as follows:

6 **I.**

7 **INTRODUCTION**

8 1. This is a Class and Representative Action, pursuant to Code of Civil Procedure §
9 382, and Labor Code §2699, et seq., on behalf of Plaintiff and a Proposed Class defined as:

10 All persons who are employed or have been employed as an hourly
11 employee by Medical Linen Service, Inc., in the State of California
12 who worked one or more pay periods since four (4) years prior to
the filing of this action to the present. (“Proposed Class”)

13 2. From at least four (4) years prior to the filing of this action and continuing to the
14 present, Defendant has had a consistent policy of failing to inform Proposed Class members of
15 their right to take meal periods by way of a lawful policy and requiring Proposed Class members
16 within the State of California, including Plaintiff, to work at least five (5) hours without a
17 compliant meal period and failing to pay such employees one (1) hour of pay at the employees’
18 regular rate of compensation for each workday that the meal period is not provided at all, not
19 provided in full, or provided after five (5) hours, in violation of California state law.

20 3. From at least four (4) years prior to the filing of this action continuing to the present,
21 Defendant has had a consistent policy of failing to pay wages and/or overtime for all hours worked
22 at the proper rate to Plaintiff and all Proposed Class Members:

23 a. First, Defendant has had a consistent policy and practice of rounding the
24 time for meal periods taken by Plaintiff and all Proposed Class members, depriving them of wages
25 owed for all hours worked at the proper rate. Defendant’s time rounding policy is unlawful
26 because it does not properly compensate employees for all hours actually worked;

27 b. Second, Defendant maintained a common policy and practice of
28 automatically deducting thirty (30) minutes of time for a meal period. However, Defendant

1 actually failed to provide these meal periods. As a result, Defendant had a policy and practice of
2 automatically deducting thirty (30) minutes of time worked from the Proposed Class. This “auto-
3 deduct” policy and practice resulted in Defendant’s failing to pay Plaintiff and all members of the
4 Proposed Class all wages at the appropriate rate for all hours worked.

5 4. From at least four (4) years prior to the filing of this action continuing to the present,
6 Defendant has had a consistent policy of deducting wages from Plaintiff and the Proposed Class.
7 By making these deductions from Plaintiff and the Proposed Class’ earned wages, Plaintiff and
8 members of the Proposed Class were paid less than the applicable minimum wage required under
9 California law for all hours worked.

10 5. For at least three (3) years prior to the filing of this action continuing to the present,
11 Defendant has failed to pay all wages due at the time of termination or resignation to Plaintiff and
12 the Proposed Class.

13 6. Plaintiff, on behalf of herself and all Proposed Class members brings this action
14 pursuant to Labor Code §§ 201, 202, 203, 221, 226.7, 510, 512, 1194, 1194.2, and 1199; Wage
15 Order 5-2001; and California Code of Regulations, Title 8, Section 11050, seeking unpaid
16 wages/overtime, meal period penalties, other penalties, injunctive and other equitable relief, and
17 reasonable attorneys’ fees and costs.

18 7. Plaintiff, on behalf of herself and all Proposed Class members, pursuant to Business
19 & Professions Code §§ 17200-17208, also seeks injunctive relief, restitution, and disgorgement of
20 all benefits Defendant enjoyed from its unlawful conduct as described herein.

21 8. For at least one (1) year prior to the date of the letter sent to the Labor Workforce
22 and Development Agency (“LWDA”) and Defendant giving notice of the claims pursuant to
23 PAGA and continuing to the present, Defendant has violated Labor Code provisions, as detailed
24 below, giving rise to a claim pursuant to PAGA. Plaintiff, on behalf of herself and all aggrieved
25 employees presently or formerly employed by Defendant during the liability period as defined in
26 her PAGA notice letter (see Exhibit “1”), brings this representative action pursuant to Labor Code
27 §2699, *et seq.* seeking penalties for Defendant’s failure to provide all wages and/or overtime,
28 failure to provide lawful meal, and failure to provide all wages due at the time of termination.

1 **II.**

2 **JURISDICTION AND VENUE**

3 9. This Court has subject matter jurisdiction over all causes of action asserted herein
4 pursuant to Article VI, § 10 of the California Constitution and California Code of Civil Procedure
5 § 410.10 by virtue of the fact that this is a civil action in which the matter in controversy, exclusive
6 of interest, exceeds \$25,000, and because each cause of action asserted arises under the laws of the
7 State of California or is subject to adjudication in the courts of the State of California.

8 10. This Court has personal jurisdiction over Defendant because Defendant has caused
9 injuries in the County of San Mateo and the State of California through their acts, and by their
10 violation of the California Labor Code, California state common law, and California Business &
11 Professions Code § 17200, *et seq.*

12 11. Venue as to each Defendant is proper in this judicial district, pursuant to Code of
13 Civil Procedure § 395. Defendant operates within California and does business within San Mateo
14 County. The unlawful acts alleged herein have a direct effect on Plaintiff and all Proposed Class
15 members within the State of California and the county of San Mateo.

16 12. This case should be classified as complex according to Rule 3.400 of the California
17 Rules of Court, and assigned to a complex litigation judge and department, as it will involve
18 substantial documentary evidence, a large number of witnesses, and is likely to involve extensive
19 motion practice raising difficult or novel issues that will be time-consuming to resolve and would
20 require substantial post judgment judicial supervision.

21 **III.**

22 **PARTIES**

23 **A. PLAINTIFF**

24 13. Plaintiff WENDY CERON VENTURA is a resident of California.

25 14. Plaintiff and all Proposed Class members, were regularly required to:

- 26 a. Work without being provided lawful and compliant meal periods;
27 b. Work without being paid for all hours worked at the appropriate rate of pay;
28 c. Work without being paid at the minimum wage rate as required by

1 California law;

2 15. Defendant willfully failed to compensate Plaintiff and all Proposed Class members
3 for wages at the termination of their employment with Defendant.

4 16. As a result of this conduct, Defendant has engaged in unfair competition and
5 unlawful business practices.

6 17. Plaintiff and all aggrieved employees as defined in his notice letter to the LWDA
7 are “aggrieved employees” within the meaning of Labor Code § 2699, et seq. (see Labor Code
8 §2699(c).)

9 **B. DEFENDANTS**

10 18. Defendant MEDICAL LINEN SERVICE, INC. is believed to be a California
11 corporation operating within the State of California. Defendant’s corporate address is believed to
12 be 290 S. Maple Ave., South San Francisco, CA 94080. Upon information and belief, Defendant
13 employed Plaintiff and similarly situated persons as hourly employees within California.
14 Defendant has done and does business throughout the State of California.

15 19. The true names and capacities, whether individual, corporate, associate, or
16 otherwise, of Defendants sued herein as DOES 1 to 50, inclusive, are currently unknown to
17 Plaintiff, who therefore sues Defendants by such fictitious names under Code of Civil Procedure
18 § 474. Plaintiff is informed and believes, and based thereon alleges, that each of the Defendants
19 designated herein as a DOE is legally responsible in some manner for the unlawful acts referred
20 to herein. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and
21 capacities of the Defendants designated hereinafter as DOES when such identities become known.

22 20. Plaintiff is informed and believes, and based thereon alleges, that each Defendant
23 acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint
24 scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant are
25 legally attributable to the other Defendants. Furthermore, Defendants in all respects acted as the
26 employer and/or joint employer of Plaintiff and the Proposed Class members.

27 21. Furthermore, Defendants acted in all respects as the employers or joint employers
28 of the Proposed Class. Defendants, and each of them, exercised control over the wages, hours or

1 working conditions of the Proposed Class, or suffered or permitted the Proposed Class to work, or
2 engaged, thereby creating a common law employment relationship, with the Proposed Class.
3 Therefore, Defendants, and each of them, employed or jointly employed the Proposed Class.

4 **IV.**

5 **FACTUAL BACKGROUND**

6 22. Plaintiff and the Proposed Class are, and at all times pertinent hereto, have been
7 classified as non-exempt employees by Defendant. Defendant hires employees who work as
8 hourly employees who are paid on an hourly basis.

9 23. Upon information and belief, Plaintiff and the Proposed Class are covered by
10 California Industrial Welfare Commission Occupational Wage Order No. 5-2001 (Title 8 Cal.
11 Code of Regs. § 11050).

12 24. Defendant failed to inform Plaintiff and the Proposed Class of their right to take
13 meal periods by way of a lawful policy.

14 25. Defendant failed to authorize Plaintiff and all Proposed Class members to take meal
15 periods for shifts less than 6 or 6.5 hours.

16 26. Defendant failed to provide Plaintiff and all Proposed Class members a thirty (30)
17 minute uninterrupted meal break within the first five (5) hours of work. Defendant failed to
18 compensate Plaintiff and all Proposed Class members for one (1) hour of pay at the regular rate of
19 compensation for each workday that a compliant meal period was not provided at all, not provided
20 in full, or provided after five (5) hours, all in violation of California labor laws, regulations, and
21 Industrial Welfare Commission Wage Orders.

22 27. On a regular and consistent basis, Plaintiff and the Proposed Class members were
23 not paid for all hours worked at the proper rate of compensation. Plaintiff and Proposed Class
24 members were not properly compensated at the appropriate rate of pay as follows:

- 25 a. First, Defendant has had a consistent policy of rounding the time for meal
26 periods for Plaintiff and the Proposed Class depriving them of all of the wages
27 owed to them. Defendant's unlawful time rounding policy consisted of
28 rounding the meal period time for Plaintiff and the Proposed Class instead of

1 paying the employees for the actual hours they worked. Defendant's time
2 rounding policy is unlawful because it does not properly compensate employees
3 for all hours actually worked at the proper rate. As a result, Plaintiff and all
4 aggrieved employees were forced to work on a regular and consistent basis
5 without receiving compensation for all hours worked at the proper rate.

6 b. Second, Defendant maintained an unlawful policy of automatically deducting
7 thirty (30) minutes of time for meal periods regardless of whether a meal period
8 was provided at all. This auto-deduct policy resulted in the failure to pay
9 Plaintiff and the Proposed Class for all hours worked at the appropriate rate of
10 pay and resulted in Defendant's unlawful withholding of wages and/or overtime
11 at the appropriate rate of pay.

12 28. On a regular and consistent basis, Plaintiff and the Proposed Class members were
13 subject to deductions from their wages by Defendant by failing to pay for all hours actually
14 worked. By making these deductions from Plaintiff and the Proposed Class' earned wages,
15 Plaintiff and the Proposed Class were paid less than the applicable minimum wage required under
16 California law.

17 29. In addition, as these deductions from wages were unauthorized, Defendant acted in
18 violation of Labor Code §221.

19 30. Defendant willfully failed to pay wages and compensation, when Plaintiff and all
20 Proposed Class members quit or were discharged. This failure was willful, without legal
21 justification, and interfered with Plaintiff's and Class Members' rights.

22 31. As a result of the acts alleged herein, Defendant violated Labor Code §2699, *et seq.*

23 **V.**

24 **CLASS ACTION ALLEGATIONS**

25 32. Plaintiff brings this action on behalf of herself and all others similarly situated as a
26 Class Action pursuant to § 382 of the Code of Civil Procedure. Plaintiff seeks to represent a
27 proposed class composed of and defined as follows:

28 All persons who are employed or have been employed as an hourly

1 employee by Medical Linen Service, Inc., in the State of California
2 who worked one or more pay periods since four (4) years prior to
the filing of this action to the present. ("Proposed Class")

3 33. Plaintiff reserves the right under Rule 3.765(b) of the California Rules of Court to
4 amend or modify the class description with greater specificity, by division into subclasses, or by
5 limitation to particular issues.

6 34. This action has been brought and may properly be maintained as a class action
7 under the provisions of § 382 of the Code of Civil Procedure because there is a well-defined
8 community of interest in the litigation and the Proposed Classes are easily ascertainable.

9 **A. NUMEROSITY**

10 35. The potential members of the Proposed Class as defined are so numerous that
11 joinder of all the members of the Proposed Class is impracticable. While the precise number of
12 Proposed Class members has not been determined at this time, Plaintiff is informed and believes
13 that Defendant currently employ, and during the relevant time periods employed over 50 members
14 of the Proposed Class.

15 36. Plaintiff alleges that Defendant's employment records would provide information
16 as to the number and location of all Proposed Class members. Joinder of all members of the
17 Proposed Class is not practicable.

18 **B. COMMONALITY**

19 37. There are questions of law and fact common to the Proposed Class that predominate
20 over any questions affecting only individual Proposed Class members. These common questions
21 of law and fact include, without limitation:

22 a. Whether Defendant violated Labor Code §§ 226.7; 512 and IWC Wage
23 Order 5-2001 or other applicable IWC Wage Orders, by failing to inform Plaintiff and the Proposed
24 Class of their right to take meal periods and by failing to provide compliant meal periods as
25 required by California law throughout the term of employment and failing to compensate said
26 employees one (1) hours wages in lieu of meal periods;

27 b. Whether Defendant failed to pay wages for all hours worked as required by
28 the Labor Code and Wage Orders under Labor Code §§ 510, 1194, and 1199;

1 c. Whether Defendant failed to pay minimum wages, as required by the Labor
2 Code and Wage Orders under Labor Code §§ 510, 1194, 1194.2 and 1199;

3 d. Whether Defendant violated Labor Code §221 by deducting Plaintiff and
4 the Proposed Class members' earned wages;

5 e. Whether Defendant violated Labor Code §§ 201-203 of the Labor Code by
6 failing to pay compensation due and owing at the time that any Proposed Class Member's
7 employment with Defendant terminated;

8 f. Whether Defendant violated § 17200, *et seq.* of the Business & Professions
9 Code by engaging in the acts previously alleged; and

10 g. Whether Plaintiff and the members of the Proposed Class are entitled to
11 equitable relief pursuant to Business & Professions Code § 17200, *et seq.*

12 h. Whether Defendant violated Labor Code § 2699, *et seq.* by engaging in the
13 acts alleged herein.

14 **C. TYPICALITY**

15 38. The claims of Plaintiff are typical of the claims of the Proposed Class. Plaintiff and
16 all members of the Proposed Class sustained injuries and damages arising out of and caused by
17 Defendant's common course of conduct in violation of laws, regulations that have the force and
18 effect of law, and statutes as alleged herein.

19 **D. ADEQUACY OF REPRESENTATION**

20 39. Plaintiff will fairly and adequately represent and protect the interests of the
21 members of the proposed Class.

22 40. Counsel who represent Plaintiff and the Proposed Class are competent and
23 experienced in litigating large employment class actions.

24 **E. SUPERIORITY OF CLASS ACTION**

25 41. A class action is superior to other available means for the fair and efficient
26 adjudication of this controversy. Individual joinder of all Proposed Class members is not
27 practicable, and questions of law and fact common to the Proposed Class predominate over any
28 questions affecting only individual members of the Proposed Class. Each member of the Proposed

1 Class has been damaged and is entitled to recovery by reason of Defendant's illegal policy and/or
2 practice of failing to pay all wages due, failing to provide meal periods, and failing to pay all wages
3 upon resignation or termination.

4 42. Class action treatment will allow those similarly situated persons to litigate their
5 claims in the manner that is most efficient and economical for the parties and the judicial system.
6 Plaintiff is unaware of any difficulties that are likely to be encountered in the management of this
7 action that would preclude its maintenance as a class action.

8 **VI.**

9 **FIRST CAUSE OF ACTION**

10 **PLAINTIFF ON BEHALF OF HERSELF AND THE PROPOSED CLASS**

11 **FAILURE TO PROVIDE MEAL PERIODS PURSUANT TO**

12 **LABOR CODE § 226.7 AND LABOR CODE § 512**

13 43. Plaintiff, on behalf of herself and the Proposed Class, realleges and incorporates by
14 reference all previous paragraphs.

15 44. Labor Code §§ 226.7 and 512 require an employer to pay an additional hour of
16 compensation for each meal period the employer fails to provide. Employees are entitled to a first
17 meal period of at least thirty (30) minutes for shifts over five (5) hours, to be provided within the
18 first five (5) hours of the shift.

19 45. Defendant failed to maintain a policy informing Plaintiff and the Proposed Class of
20 these rights.

21 46. Defendant failed to authorize Plaintiff and all Proposed Class members to take meal
22 periods for shifts less than 6 or 6.5 hours.

23 47. Plaintiff and the Proposed Class consistently worked shifts over five (5) hours.
24 Defendant failed to provide Plaintiff and the Proposed Class with lawful meal periods of not less
25 than thirty (30) minutes within the first (5) hours of work as required by the Labor Code.
26 Defendant failed to pay a meal period premium, in lieu of providing a complaint meal period.

27 48. Defendant has also maintained an unlawful meal rounding policy wherein it
28 rounded time for an employee's meal break regardless of whether a lawful meal period was

1 actually provided under California law. Defendant routinely failed to provide Plaintiff and the
2 Proposed Class with meal periods of at least thirty (30) minutes in length.

3 49. In addition, Defendant has maintained an unlawful “auto-deduct” policy wherein it
4 automatically deducts thirty (30) minutes of time from the employee’s total hours worked for the
5 day regardless of whether a lawful meal period was actually provided under California law.
6 Plaintiff and the Proposed Class were routinely provided meal periods of less than thirty minutes
7 in length.

8 50. Pursuant to Labor Code § 226.7, Plaintiff and the Proposed Class are entitled to
9 damages in an amount equal to one (1) hour of wages per missed meal break, per day in a sum to
10 be proven at trial.

11 **VII.**

12 **SECOND CAUSE OF ACTION**

13 **PLAINTIFF ON BEHALF OF HERSELF AND THE PROPOSED CLASS**

14 **FAILURE TO PAY WAGES AND/OR OVERTIME UNDER**

15 **LABOR CODE §§ 510, 1194, AND 1199**

16 51. Plaintiff, on behalf of herself and the Proposed Class, realleges and incorporates by
17 reference all previous paragraphs.

18 52. Defendant has violated Labor Code §§ 510, 1194, and 1199. Labor Code §§ 1194
19 and 1199 require an employer to pay its employees the legal minimum wage and the legal overtime
20 compensation applicable. Labor Code § 510(a) states that eight hours of labor constitutes a day’s
21 work and any work in excess of eight hours in one workday and any work in excess of 40 hours in
22 any one workweek must be compensated at the rate of no less than one and one-half times the
23 *regular rate of pay* for an employee.

24 53. Plaintiff and the Proposed Class were forced to work on a regular and consistent
25 basis without receiving compensation for all hours worked at the appropriate rate of pay.
26 Specifically, Defendant has had a consistent policy of failing to pay wages and/or overtime for all
27 hours worked at the proper rate to Plaintiff and all Proposed Class Members for following reasons:

28 a. First, Defendant has had a consistent policy and practice of rounding the

1 time for meal periods taken by Plaintiff and all Proposed Class members, depriving them of wages
2 owed to them for all hours worked. Defendant's time rounding policy is unlawful because it does
3 not properly compensate employees for all hours actually worked. As a result, Plaintiff and the
4 Proposed Class were forced to work on a regular and consistent basis without receiving
5 compensation for all hours worked at the proper rate.

6 b. Second, Defendant maintained a common policy and practice of
7 automatically deducting thirty (30) minutes of time for a meal period. However, Defendant
8 actually failed to provide these meal periods. As a result, Defendant had a policy and practice of
9 automatically deducting thirty (30) minutes of time worked from the Proposed Class. This "auto-
10 deduct" policy and practice resulted in Defendant's failing to pay Plaintiff and all members of the
11 Proposed Class all wages at the appropriate rate for all hours worked each day.

12 54. As a result of Defendant's unlawful rounding and "auto-deduct" policies,
13 Defendant has failed to pay Plaintiff and the Proposed Class wages for all time worked at the
14 appropriate rate of pay and Defendant willfully violated the provisions of Labor Code §§ 510,
15 1194 and 1199.

16 55. Plaintiff and the Proposed Class members have been deprived of wages and/or
17 overtime in amounts to be determined at trial, and are entitled to recovery of such amounts, plus
18 interest and penalties thereon, attorneys' fees, and costs.

19 **VIII.**

20 **THIRD CAUSE OF ACTION**

21 **PLAINTIFF ON BEHALF OF HERSELF AND THE PROPOSED CLASS**

22 **FAILURE TO PAY MINIMUM WAGES UNDER**

23 **LABOR CODE §§ 1194, 1194.2, 1197, 1197.1 AND IWC MINIMUM WAGE ORDER**

24 **AND WAGE ORDER NO. 5**

25 56. Plaintiff, on behalf of herself and the Proposed Class, realleges and incorporates by
26 reference all previous paragraphs.

27 57. Pursuant to Labor Code §§ 1194, 1194.2, 1197, and 1197.1, it is unlawful for an
28 employer to permit a California employee to work without paying wages at the proper minimum

1 wage for all time worked, as set forth by the applicable IWC Minimum Wage Order and Wage
2 Order No. 5.

3 58. Plaintiff and the Proposed Class consistently performed work for Defendant at or
4 near the California minimum wage rate.

5 59. On a regular and consistent basis, Defendant deducted Plaintiff's and the Proposed
6 Class members' earned wages, causing the total hourly compensation paid to Plaintiff and the
7 Proposed Class to continually fall below California's minimum wage.

8 60. Under the provisions of the IWC Wage Orders, Plaintiff and the Proposed Class
9 should have received not less than the minimum wage for all hours worked in a sum according to
10 proof for the wages they earned but were deducted.

11 61. As a result of the unlawful acts of Defendant, and for all time that Plaintiff and the
12 Proposed Class worked and received less than the state minimum wage, they are entitled to no less
13 than the state minimum wage, and pursuant to Cal. Lab. Code § 1194.2(a), liquidated damages in
14 an amount equal to the unpaid minimum wage to be determined at trial, and are entitled to recovery
15 of such amounts, plus interest and penalties thereon, attorneys' fees, and costs.

16 **IX.**

17 **FOURTH CAUSE OF ACTION**

18 **PLAINTIFF ON BEHALF OF HERSELF AND THE PROPOSED CLASS**

19 **UNLAWFUL WAGE DEDUCTIONS**

20 **VIOLATION OF LABOR CODE § 221**

21 62. Plaintiff, on behalf of herself and the Proposed Class, realleges and incorporates by
22 reference all previous paragraphs.

23 63. Labor Code § 221 provides, "It shall be unlawful for any employer to collect or
24 receive from an employee any part of wages theretofore paid by said employer to said employee."

25 64. Plaintiff and the Proposed Class were subject to deductions from their wages by
26 Defendant.

27 65. By making these deductions from Plaintiff's and the Proposed Class' earned wages,
28 Plaintiff and members of the Proposed Class were paid less than the applicable minimum wage

1 required under California law.

2 66. As a result of the unlawful acts of Defendant, Plaintiff and the Proposed Class have
3 been deprived of wages in amounts to be determined at trial, and is entitled to recovery of such
4 amounts, plus interest and penalties thereon, attorneys' fees and costs.

5 **X.**

6 **FIFTH CAUSE OF ACTION**

7 **PLAINTIFF ON BEHALF OF HERSELF AND THE PROPOSED CLASS**

8 **WAITING TIME PENALTIES UNDER LABOR CODE § 203**

9 67. Plaintiff, on behalf of herself and the Proposed Class, realleges and incorporates by
10 reference all previous paragraphs.

11 68. Numerous members of the Proposed Class including the Plaintiff are no longer
12 employed by Defendant. They were either fired or quit Defendant's employ.

13 69. Defendant's failure to pay wages, as alleged above was willful in that Defendant
14 knew wages to be due but failed to pay them, thus entitling Plaintiff and the Proposed Class to
15 penalties under Labor Code § 203, which provides that an employee's wages shall continue as a
16 penalty until paid for a period of up to thirty (30) days from the time they were due.

17 70. Defendant has failed to pay Plaintiff and others a sum certain at the time of
18 termination or within seventy-two (72) hours of their resignation, and have failed to pay those
19 sums for thirty (30) days thereafter. Pursuant to the provisions of Labor Code § 203, Plaintiff and
20 the Proposed Class are entitled to a penalty in the amount of Plaintiff's and the Proposed Class
21 members' daily wage multiplied by thirty (30) days.

22 **XI.**

23 **SIXTH CAUSE OF ACTION**

24 **PLAINTIFF ON BEHALF OF HERSELF AND THE PROPOSED CLASS**

25 **UNFAIR COMPETITION PURSUANT TO BUSINESS & PROFESSIONS CODE § 17200**

26 71. Plaintiff, on behalf of herself and the Proposed Class, realleges and incorporates by
27 reference all previous paragraphs.

28 72. This is a Class Action for Unfair Business Practices. Plaintiff, on behalf of herself,

1 on behalf of the general public, and on behalf of the Proposed Class, bring this claim pursuant to
2 Business & Professions Code § 17200, *et seq.* The conduct of Defendant as alleged in this
3 Complaint has been and continues to be unfair, unlawful, and harmful to Plaintiff, the general
4 public, and the Proposed Class. Plaintiff seeks to enforce important rights affecting the public
5 interest within the meaning of Code of Civil Procedure § 1021.5.

6 73. Plaintiff is a “person” within the meaning of Business & Professions Code § 17204,
7 and therefore has standing to bring this cause of action for injunctive relief, restitution, and other
8 appropriate equitable relief.

9 74. Business & Profession Code § 17200, *et seq.* prohibits unlawful and unfair business
10 practices.

11 75. California’s wage and hour laws express fundamental public policies. Providing
12 employees with proper wages and compensation are fundamental public policies of this State and
13 of the United States. Labor Code § 90.5(a) articulates the public policies of this State to enforce
14 vigorously minimum labor standards, to ensure that employees are not required or permitted to
15 work under substandard and unlawful conditions, and to protect law-abiding employers and their
16 employees from competitors who lower their costs by failing to comply with minimum labor
17 standards.

18 76. Defendant has violated statutes and public policies as alleged herein. Through the
19 conduct alleged in this Complaint, Defendant has acted contrary to these public policies, have
20 violated specific provisions of the Labor Code, and have engaged in other unlawful and unfair
21 business practices in violation of Business & Profession Code § 17200, *et seq.*, depriving Plaintiff,
22 and all persons similarly situated, and all interested persons of rights, benefits, and privileges
23 guaranteed to all employees under law.

24 77. Defendant’s conduct, as alleged hereinabove, constitutes unfair competition in
25 violation of § 17200, *et seq.* of the Business & Professions Code.

26 78. Defendant, by engaging in the conduct herein alleged, either knew or in the exercise
27 of reasonable care, should have known that the conduct was unlawful. As such it is a violation of
28 § 17200, *et seq.* of the Business & Professions Code.

79. As a proximate result of the above-mentioned acts of Defendant, Plaintiff and others similarly situated have been damaged in a sum as may be proven.

80. Unless restrained, Defendant will continue to engage in the unlawful conduct as alleged above. Pursuant to the Business & Professions Code, this court should make such orders or judgments, including the appointment of a receiver, as may be necessary to prevent the use or employment by Defendant, its agents, or employees, of any unlawful or deceptive practices prohibited by the Business & Professions Code, and/or, including but not limited to, restitution and disgorgement of profits which may be necessary to restore Plaintiff and members of the proposed Class the money Defendant has unlawfully failed to pay.

XI

SEVENTH CAUSE OF ACTION

PENALTIES PURSUANT TO LABOR CODE §2699, ET SEQ.

81. Plaintiff, on behalf of herself and all aggrieved employees, realleges and incorporates by reference all previous paragraphs.

82. As a result of the acts alleged above and specifically incorporated herein, Plaintiff seeks penalties under Labor Code §2699, et seq use of Defendant's violation of Labor Code §§ 201, 202, 203, 221, 226.7, 510, 512, 1194, 1194.2, and 1199; Wage Order 5-2001; and California Code of Regulations, Title 8, Section 11050, which call for civil penalties.

83. Plaintiff brings this representative action on behalf of herself and the State of California as well as on behalf of a group of aggrieved employees defined as: All persons who are employed or have been employed as an hourly employee by Medical Linen Service, Inc., in the State of California who worked one or more pay periods since June 10, 2020 to the present. (“aggrieved employees”).

84. In addition to the meal period, and wage violations, alleged in detail above, Plaintiff also alleges a violation for failure to keep accurate meal period records as the basis for a PAGA claim on behalf of the aggrieved employees. Defendant does not record the time for Plaintiff and other aggrieved employees.

85. For at least one (1) year prior to the date of the letter sent to the Labor Workforce

1 Development Agency and Defendant giving notice of these PAGA claims and continuing to the
2 present, Defendant has violated IWC Wage Order 5-2001(7)(a)(3) and Labor Code § 1199 with
3 respect to Plaintiff and all aggrieved employees. Defendant required Plaintiff and the aggrieved
4 employees to work under conditions of labor prohibited by an order of the Industrial Welfare
5 Commission (IWC) by violating, refusing, and neglecting to comply with the commission's orders
6 regarding wages and hours.

7 86. IWC Wage Order 5-2001(7)(a)(3) require Defendant to keep time records showing,
8 among other things, when the employee begins and ends each meal period. Labor Code § 1199
9 also prohibits an employer from causing any employee to work under conditions of labor
10 prohibited by an order of the IWC or from violating, refusing, or neglecting to comply with any
11 order of the commission's orders regarding wages, hours, and working conditions.

12 87. Defendant violated Labor Code section 1199 by failing to record meal period for
13 Plaintiff and other employees pursuant to Industrial Welfare Commission Wage Order 5-2001,
14 sections 7(A)(3).

15 88. Defendant's violation of Labor Code section 1199 and Wage Order 5-2001,
16 sections 7(A)(3) were all done on a regular and consistent basis.

17 89. As a result of the acts alleged above, Plaintiff, on behalf of herself and all other
18 aggrieved employees, seeks penalties under Labor Code section 2699, et seq. because of
19 Defendant's violation of Labor Code section 1199 and Industrial Welfare Commission Wage
20 Order 5-2001, sections 7(A)(3), for which a civil penalty applies under PAGA.

21 90. As a result of the acts alleged above, Plaintiff seeks penalties under Labor Code
22 § 2699, et seq. because of Defendant's violation of Labor Code §§ 201-203, 221, 226.7, 510, 512,
23 1194, 1194.2, and 1199; Wage Order 5-2001, which call for civil penalties.

24 91. For each such penalty, Plaintiff and the aggrieved employees are entitled to
25 penalties in an amount to be shown at trial, subject to the following formula:

- 26 a. For statutes that specifically provide for a civil penalty, the amount of the penalty
27 provided for by such statute;
28 b. For statutes that do not specifically provide for a civil penalty:

1 i.. \$100 for the initial violation per employee per pay period.

2 ii. \$200 for each subsequent violation per employee per pay period.

3 92. These penalties shall be allocated seventy-five percent (75%) to the LWDA and
4 twenty-five percent (25%) to the affected employees.

5 93. Pursuant to Labor Code § 2699.3(a)(1), Plaintiff uploaded a notice letter to the
6 LWDA¹ and mailed a letter by certified mail to Defendant MEDICAL LINEN SERVICE, INC.
7 entity address, which is 290 S. Maple Ave. South San Francisco, CA 94080, as proscribed by the
8 Code on June 10, 2021, describing Defendant's conduct in violation of Labor Code §§ 201, 202,
9 203, 221, 226.7, 510, 512, 1194, 1194.2, and 1199. (see Exhibit "1.") Plaintiff also obtained an e-
10 filing confirmation from the LWDA confirming receipt of the notice (see Exhibit "2") and a signed
11 certified green return receipt from Defendant, indicating that it received Plaintiff's notice. (see
12 Exhibit "3").

13 94. As no letter evidencing the LWDA's intention to investigate was received by
14 Plaintiff's Counsel within sixty-five (65) calendar days, Plaintiff is entitled to commence a civil
15 action as though the LWDA had not chosen to investigate pursuant to Labor Code
16 §2699.3(a)(2)(A). Plaintiff will also provide the LWDA with a filed-stamped copy of the First
17 Amended Class and Representative Action Complaint immediately

18 **RELIEF REQUESTED**

19 **WHEREFORE**, Plaintiff prays for the following relief:

20 1. For compensatory damages in the amount of Plaintiff's and each Proposed Class
21 Members' hourly wage for each meal period missed, not provided in full, or not provided timely
22 from at least four (4) years prior to the filing of this action to the present as may be proven;

23 2. For compensatory damages in the amount of unpaid wages and/or overtime,
24 including minimum wages, not paid to Plaintiff and each Proposed Class Member from at least
25 four (4) years prior to the filing of this action to the present as may be proven;

26 3. For penalties pursuant to Labor Code § 203 for all employees who were terminated

27 ¹ Plaintiff electronically filed a PAGA Claim Notice to the LWDA, via the State of California
28 Labor and Workforce Development Agency / Department of Industrial Relations website
(<https://dir.tfaforms.net/308>).

or resigned equal to their daily wage times thirty (30) days;

4. An award of prejudgment and post judgment interest;

5. An order enjoining Defendant and its agents, servants, and employees, and all persons acting under, in concert with, or for it from providing Plaintiff with proper wages and/or overtime, meal periods, and wages upon termination/resignation pursuant to Labor Code §§ 201, 202, 203, 221, 226.7, 510, 512, 1194, 1194.2, 1199, and IWC 5-2001;

6. For penalties under Labor Code §2699, *et seq.* for Defendant's violation of Labor Code §§ 201, 202, 203, 221, 226.7, 510, 512, 1194, 1194.2, and 1199; Wage Order 5-2001; and California Code of Regulations, Title 8, Section 11050.

7. For restitution for unfair competition pursuant to Business & Professions Code § 17200, *et seq.*, including disgorgement or profits, in an amount as may be proven;

8. An award providing for payment of costs of suit;

9. An award of attorneys' fees; and

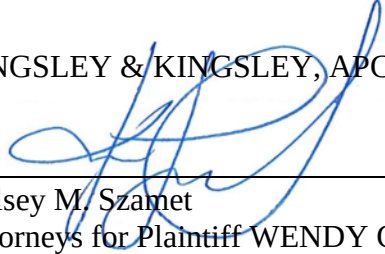
10. Such other and further relief as this Court may deem proper and just.

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial of her claims by jury to the extent authorized by law.

DATED: August 16, 2021

KINGSLEY & KINGSLEY, APC

By: 

Kelsey M. Szamet
Attorneys for Plaintiff WENDY CERON
VENTURA and the Proposed Class

EXHIBIT "1"

KINGSLEY & KINGSLEY

| L A W Y E R S |

June 10, 2021

LABOR & WORKFORCE DEVELOPMENT AGENCY
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

Medical Linen Service, Inc.
290 S. Maple Ave.
South San Francisco, Ca 94080

Re: Wendy Ceron Ventura v. Medical Linen Service, Inc.
California Labor Code § 2699 Penalties

Gentlepersons:

This office represents Wendy Ceron Ventura (“Plaintiff”) and a proposed group of current and former employees working for Medical Linen Service, Inc. (“Defendant”) in the State of California. The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698, *et. seq.* We herein set forth the facts and theories of California Labor Code violations which we allege Defendant engaged in with respect to Plaintiff and all of Defendant’s aggrieved employees.

Plaintiff wishes to bring a representative action on behalf of herself and the State of California as well as on behalf of a group of aggrieved employees defined as: All persons who are employed or have been employed as an hourly employee by Medical Linen Service, Inc., in the State of California who worked one or more pay periods since one (1) year prior to the date of this letter and continuing to the present. (“aggrieved employees”).

Labor Code §§ 226.7 and 512 require an employer to pay an additional hour of compensation for each meal period the employer fails to provide. Employees are entitled to a first meal period of at least thirty (30) minutes for shifts over five (5) hours, to be provided within the first five (5) hours of the shift. Pursuant to Labor Code § 226.7(c), if an employer fails to provide an employee with a lawful meal period, the employer must pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each workday that a thirty (30) minute uninterrupted meal period was not provided, was not provided in full, or was not provided in a timely manner.

Here, Defendant failed to apprise Plaintiff and the aggrieved employees of their rights associated with meal periods by way of lawful written policy. Defendant also failed to authorize Plaintiff and all Proposed Class members to take meal periods for shifts less than 6 or 6.5 hours. In addition, Defendant failed to provide timely and compliant thirty (30) minute uninterrupted meal periods. Defendant has had a consistent policy of failing to provide a meal period at all or requiring Plaintiff and the aggrieved employees to take late meal breaks that occurred after the first five hours of each shift. Defendant routinely failed to provide Plaintiff and all aggrieved employees with meal

LABOR & WORKFORCE DEVELOPMENT AGENCY

California Labor Code §2699 Penalties

June 10, 2021

Page 2 of 3

periods of at least thirty (30) minutes in length failed to pay such employees one (1) hour of pay at the employees' regular rate of compensation for each workday that a compliant meal period was not provided within the first (5) hours of the shift.

Further, Defendant has maintained an unlawful meal rounding policy wherein it rounded time for an employee's meal break regardless of whether a 30 minute compliant meal period was actually provided under California law. This rounding policy was unlawful and did not account for whether the employees took meal periods of less than thirty minutes. Additionally, Defendant maintained a policy of automatically deducting thirty (30) minutes from each shift that Plaintiff and the aggrieved employees worked. This "auto-deduct" policy was unlawful and did not account for whether the meal periods were provided, employees took their meal periods at all, took timely meal periods, and/or took meal periods of less than thirty minutes.

Industrial Welfare Commission ("IWC") Wage Order 5-2001 section 7(a)(3) requires an employer to keep records of when the employee begins and ends each work period and meal period. Labor Code § 1199 prohibits an employer from causing any employee to work under conditions of labor prohibited by an order of the IWC or from violating, refusing, or neglecting to comply with any order of the commission's orders regarding wages, hours, and working conditions. Defendant does not record meal periods for Plaintiff and the aggrieved employees. As such, Defendant has violated this statute and the Wage Order by failing to keep accurate records.

Defendant has also violated Labor Code §§ 510, 1194, 1194.2 and 1199. Labor Code §§ 1194 and 1199 require an employer to pay its employees the legal minimum wage and the legal overtime compensation applicable. Labor Code § 510(a) states that eight hours of labor constitutes a day's work and any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek must be compensated at the rate of no less than one and one-half times the *regular rate of pay* for an employee. Additionally, under Labor Code section 221, it is unlawful for an "employer to collect or receive from an employee any part of wages theretofore paid."

As described above, Defendant maintains a consistent policy of unlawfully rounding the time for meal periods for Plaintiff and all aggrieved employees. In addition to failing to provide a compliant meal period, this also deprives Plaintiff and all aggrieved employees of all of the wages owed to them for the time worked. Defendant's unlawful time rounding policy consisted of rounding the meal period time for Plaintiff and all aggrieved employees instead of paying the employees for the actual hours they worked. Defendant's time rounding policy is unlawful because it does not properly compensate employees for all hours actually worked. As a result, Plaintiff and all aggrieved employees were forced to work on a regular and consistent basis without receiving compensation for all hours worked at the proper rate. Additionally, Defendant maintained an unlawful policy of automatically deducting 30 minutes for meal periods regardless of whether a meal period was provided at all. This auto-deduct policy resulted in the unlawful withholding of wages and/or overtime for hours actually worked.

LABOR & WORKFORCE DEVELOPMENT AGENCY

California Labor Code §2699 Penalties

June 10, 2021

Page 3 of 3

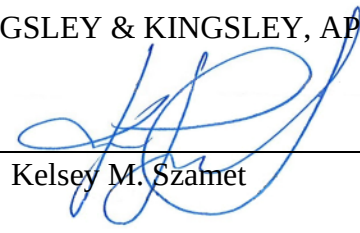
Further, Defendant maintains a consistent policy of unlawfully deducting wages from Plaintiff and all aggrieved employees in violation of Labor Code §221. By making these unauthorized deductions from Plaintiff and all aggrieved employees' earned wages, Plaintiff and all aggrieved employees were paid less than the applicable minimum wage required under California law.

Labor Code § 203 provides that if "an employer willfully fails to pay...any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days." Here, Plaintiff and all aggrieved employees were not paid all wages due upon their separation from Defendant's employ. As such, Plaintiff is an aggrieved employee and Defendant failed to pay Plaintiff and all aggrieved employees all wages due at the time of termination or within seventy-two (72) hours of their resignation, and have failed to pay those sums for thirty (30) days thereafter in violation of Labor Code §203.

We are constrained to move forward with the filing of this complaint alleging causes of action pursuant to Labor Code §§ 201, 202, 203, 221, 226.7, 510, 512, 1194, 1194.2, and 1199 with or without the PAGA claim. Thus, any action by the LWDA would not resolve the entirety of the case, and the interest of judicial economy will be served by allowing the case to proceed as a cohesive whole.

Very truly yours,

KINGSLEY & KINGSLEY, APC

By: 

Kelsey M. Szamet

KMS/km

- Cc:
1. LWDA Letter filed via Electronic Submission: <https://dir.tfaforms.net/308>
 2. Medical Linen Service, Inc. via USPS Certified Mail # 7019 2970 0001 4016 5103
 3. Winston Law Group, P.C., 1180 S Beverly Dr, #320, Los Angeles, CA90035

EXHIBIT "2"



State of California

Labor and Workforce Development Agency /
Department of Industrial Relations

Private Attorneys General Act (PAGA) – Filing

New PAGA Claim Notice

Your Information (Person Who is Filing)

Your First Name *

Kelsey

Your Last Name *

Szamet

Firm Name (if any) *

Kingsley & Kingsley, APC

(Enter "in pro per" if you are representing yourself)

Your Email Address *

service@kingsleykingsley.

Your Street Name, Number and Suite/Apt *

16133 Ventura Blvd., Ste 1

Your Mobile Phone Number

8189908300

Your City *

Encino

Your Work Phone Number

Your State *

California

Your Zip/Postal Code *

91436

Plaintiff Information

Plaintiff/Aggrieved Employee Name *

Wendy Ceron Ventura

Plaintiff/Aggrieved Employee Occupation *

Hourly employee

[Add Additional Plaintiffs](#)

Employer Information

Employer Entity Type

Please select...

Employer Name *

Medical Linen Service, Inc.

Maximum 80 Character Limit

Employer Street Name, Number and Suite/Apt

290 S. Maple Ave.

Employer City

South San Francisco

Employer State

California



Employer Zip/Postal Code

94080

Employer Industry *

Other



Employer Industry for "Other" *

Industrial Services

Add additional defendants

- ☐ Add any entity other than an individual
- ☐ Add an individual/sole proprietor employer

Notice General Information

Estimated Number of Employees Impacted by Violations *

50

Notice Violations – Check All that Apply *

- ☐ Child Labor
- ☐ Misclassification Employee Classified as Contractor
- ☐ Misclassification NonExempt Classified as Exempt
- ☒ Minimum Wage
- ☒ Overtime
- ☐ Not paid for all hours worked
- ☒ Not paid wages due on termination
- ☐ Other Unpaid Wages
- ☐ Tips or Gratuities
- ☐ Payment or Reimbursement of Employee Expenses
- ☐ Improper Form of Payment Including NSF Checks
- ☐ Kickbacks
- ☒ Meal and Rest Breaks
- ☐ Sick Leave
- ☐ Lactation Accommodation (Labor Code 1030–1033)
- ☐ Not providing required time off, other
- ☐ Pay Discrimination on basis of sex, (Labor Code 1197.5)
- ☐ No Wage Statements
- ☐ Improper or Incomplete Wage Statements
- ☐ Other Notice or Posting or Recordkeeping
- ☐ Public Works (Labor Code 1720 – 1815)
- ☐ Apprenticeship (Labor Code 3070 – 3098)
- ☐ Occupational Safety and Health (Labor Code 6300 et seq)
- ☐ No Workers' Compensation
- ☐ Licensing, Registration, or Permit
- ☐ Unfair Immigration Activities
- ☐ Agricultural Labor Relations
- ☐ Industrial Homework
- ☐ Retaliation for Protected Status or Activity (Specify)
- ☒ Other

Child Labor – Specify Ages

Provide Details of Other Violation *

Other(Maybe Multiple)

- ☐ Other Violation

PAGA Claim Type – Check All that Apply *

- ☒ Notice asserts one or more Labor Code violations listed in Labor Code 2699.5– not curable subject to 2699.3(a)
- ☐ Notice asserts one or more OSHA violations subject to requirements of 2699.3(b)
- ☐ Includes one or more violations not listed in Labor Code 2699.5 – curable subject to 2699.3(c)

Filing Fee

A filing fee of \$75 is required to file a new PAGA claim notice.

IFP

- ☐ I wish to claim In Forma Pauperis and am attaching a Confidential Request to Waive Court Fees (Judicial Council Court Form FW-001) or similar form to this submission.

Billing information

Billing First Name *

Eric

Billing Last Name *

Kingsley

Billing Email *

service@kingsleykingsley.

Billing Phone

8189908300

Billing Street Name, Number and Suite/Apt *

16133 Ventura Blvd., Ste 1200

Billing City *

Encino

Billing State *

California

Billing Zip/Postal Code *

91436

Credit Card Type *

[REDACTED]

Credit Card Number *

[REDACTED]

CVV Number *

[REDACTED]

Credit Card Expiration Month *

[REDACTED]

mm

Credit Card Expiration Year *

[REDACTED]

yyyy

Notice and Other Attachments

PAGA Claim Notice (must be a .pdf) *

 LWDA Letter – ...rvice, Inc.pdf

Other Attachment – (if any) (must be a .pdf)

 No file chosen[Add Another Attachment](#)

Should you have questions regarding this online form, please contact PAGAInfo@dir.ca.gov

IMPORTANT NOTICE OF REDACTION RESPONSIBILITY: All filers must redact: Social Security or taxpayer identification numbers; personal addresses, personal telephone numbers, personal email addresses, dates of birth; names of minor children; & financial account numbers. This requirement applies to all documents, including attachments.

☒ I understand that, if I file, I must comply with the redaction rules consistent with this notice.

Previous Page

Submit

Thank you. If you provided an email address with your submission, a confirmation regarding your submission will be emailed to you. Otherwise, you can search for the case to verify that your submission was properly received.

[Click Here](#) to Search Case

From: noreply@salesforce.com on behalf of LWDA DO NOT REPLY
<lwdadonotreply@dir.ca.gov>
Sent: Thursday, June 10, 2021 1:35 PM
To: Service Email
Subject: Thank you for submission of your PAGA Case.

6/10/2021

LWDA Case No. LWDA-CM-834631-21
Law Firm : Kingsley & Kingsley, APC
Plaintiff Name : Wendy Ceron Ventura
Employer: Medical Linen Service, Inc.
Filing Fee : \$75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

From: noreply@salesforce.com on behalf of LWDA DO NOT REPLY
<lwdadonotreply@dir.ca.gov>
Sent: Thursday, June 10, 2021 1:35 PM
To: Service Email
Subject: State of California - Department of Industrial Relations Customer Receipt / Purchase Confirmation

Thank you for your payment.

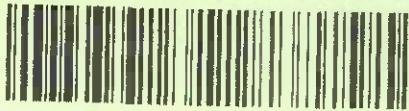
Order Information
Merchant: State of California - Department of Industrial Relations

Case Number: LWDA-CM-834631-21
Order Number: ORD-000113041
Total:\$75.00
Card Type: 
Date: 6/10/2021

Billing Information
Name: Eric Kingsley
Email: service@kingsleykingsley.com
Billing Address:
16133 Ventura Blvd., Ste 1200
Encino, California
91436

EXHIBIT "3"

USPS TRACKING#



First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

9590 9402 6114 0209 6135 08

United States
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box•

KINGSLEY & KINGSLEY
A PROFESSIONAL CORPORATION
CITY NATIONAL BANK BUILDING
16133 VENTURA BOULEVARD, SUITE 1200
ENCINO, CALIFORNIA 91436

06/14



SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Medical Linen Service, Inc.
290 S. Maple Ave.
South San Francisco, CA 94080



9590 9402 6114 0209 6135 08

2. Article Number (Transfer from service label)

7019 2970 0001 4016 5103

COMPLETE THIS SECTION ON DELIVERY

A. Signature

Kathy Lobos

☐ Agent

☐ Addressee

B. Received by (Printed Name)

Kathy Lobos

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☐ No

3. Service Type

☐ Adult Signature

☐ Adult Signature Restricted Delivery

☒ Certified Mail®

☐ Certified Mail Restricted Delivery

☐ Collect on Delivery

☐ Collect on Delivery Restricted Delivery

☐ Insured Mail

Insured Mail Restricted Delivery
(over \$500)

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

☒ Return Receipt for Merchandise

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt