

Assigned for all purposes to: Compton Courthouse, Judicial Officer: Thomas Long

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Attorney for Plaintiff Kiara Bulnes

SUPERIOR COURT OF THE STATE OF CALIFORNIA

THE COUNTY OF LOS ANGELES – SOUTH CENTRAL DISTRICT

KIARA BULNES,

Plaintiff,

v.

ARDAN STAFFING SOLUTIONS; SERVICE
QUICK, INC.; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: **21CMCV00210**

COMPLAINT FOR DAMAGES

1. Violation of the Private Attorneys General Act, Labor Code §2698 et seq. for Recovery of Unpaid Wages and Overtime;
2. Violation of the Private Attorneys General Act, Labor Code §2698 et seq. for Failure to Provide Accurate Itemized Wage Statements;
3. Violation of the Private Attorneys General Act, Labor Code §2698 et seq. for Failure to Reimburse for Necessary Business Expenditures; and
4. Violation of the Private Attorneys General Act, Labor Code §2698 et seq. for Failure to Pay Wages Due Upon Termination of Employment.

1 Plaintiff KIARA BULNES (“Plaintiff” or “Ms. Bulnes”) complains and alleges as
2 follows:

3 **INTRODUCTION**

4 1. This is an action brought on behalf of Plaintiff and all similarly-situated employees
5 who were subjected to one or more of the violations alleged herein (“Aggrieved Employees”) by
6 Defendants Ardan Staffing Solutions and Quick Service, Inc. (“Defendants”). The term
7 “RELEVANT TIME PERIOD” or “TIME PERIOD” is defined as one (1) year prior to the filing
8 of the complaint. Plaintiff reserves the right to amend this complaint to reflect a different “Time
9 Period” as further discovery is conducted.

10 2. Plaintiff and Aggrieved Employees seek civil penalties from Defendants for
11 violations of numerous Labor Code provisions, including, but not limited to, sections 201, 202,
12 203, 204, 226, 226.7, 227.3, 510, 1174, and 1194 for (1) failure to pay all regular and overtime
13 wages due, (2) failure to provide accurate itemized wage statements, (3) failure to reimburse for
14 necessary business expenditures, and (4) failure to pay all wages due upon termination of
15 employment.

16 3. At all relevant times herein, Defendants have consistently maintained and enforced
17 the following unlawful policies and practices against Plaintiff:

- 18 a. Willfully refusing to pay all hours worked, including both regular and overtime
19 wages;
20 b. Willfully refusing to furnish accurate itemized wage statements;
21 c. Willfully refusing to reimburse for necessary business expenditures; and
22 d. Willfully refusing to pay all wages due upon separation of employment.

23 **JURISDICTION AND VENUE**

24 4. This Court has subject matter jurisdiction over the causes of action alleged in this
25 complaint as a Court of general subject matter jurisdiction and is not otherwise excluded from
26 exercising subject matter jurisdiction over said causes of action.

27 5. The California Superior Court has jurisdiction over the matter because the
28 individual claims are under the seventy-five thousand dollar (\$75,000.00) jurisdictional threshold

1 for federal court and this action seeks recovery of civil penalties. California is where Plaintiff is
2 domiciled and where Defendants have their principal places of business.

3 6. Further, there is no federal question at issue as the issues herein are based solely
4 on California statutes and law, including the California Labor Code, California Code of Civil
5 Procedure, California Rules of Court, and the Business & Professions Code. Thus, the above-
6 entitled court maintains appropriate jurisdiction to that this matter.

7 7. Venue is proper in the County of Los Angeles because Defendants have their
8 principal places of business in this County and the acts or omissions giving rise to the causes of
9 action in this complaint occurred in this County.

10 **THE PARTIES**

11 **Plaintiff**

12 8. Plaintiff was employed by Defendants from in or around October 2020, to on or
13 about March 12, 2021, at Defendant's Rancho Dominguez, California location. Throughout the
14 relevant time period, Plaintiff was employed by Defendants in a non-exempt, hourly position as
15 a customer service call center agent, and was entitled to compensation for all hours worked,
16 including overtime compensation, premium pay, and penalties from Defendants.

17 **Defendant(s)**

18 9. Plaintiff is informed and believes, and based thereon alleges, that Defendant Ardan
19 Staffing Solutions owns and operates an employment agency and maintains its headquarters in
20 Bellflower, California, and was the employer of Plaintiff and similarly situated employees during
21 the relevant time period.

22 10. Plaintiff is informed and believes that Defendant Service Quick, Inc. owns and
23 operates an appliance repair company and maintains its headquarters in Rancho Dominguez,
24 California, and was the employer of Plaintiff and similarly situated employees during the relevant
25 time period.

26 11. Plaintiff is ignorant of the true names, capacities, relationships and extent of
27 participation in the conduct herein alleged of Defendants sued herein as DOES 1 through 50,
28 inclusive, but on information and belief, alleges that said Defendants are legally responsible for

1 the violations alleged herein. Plaintiff will amend this complaint to allege the true names and
2 capacities of the DOE Defendants when that information is ascertained.

3 12. Plaintiff is informed and believes, and based thereon alleges, that each Defendant
4 acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint
5 scheme, business plan, or policy in all respects pertinent hereto, and the acts of each Defendant
6 are legally attributable to the other Defendants. Furthermore, Defendant operates as a joint
7 venture and/or single business enterprise, integrated enterprise, and/or are agents of one another,
8 are alter egos, joint employers, and conspire with one another to increase profits by engaging in
9 the conduct described in this complaint.

10 13. Plaintiff is informed and believes, and based thereon alleges, that each Defendant
11 acted in all respects as the agent, servant, partner, joint venture, alter-ego, employee, proxy,
12 managing agent, and/or principal of the co-Defendants, and in performing the actions mentioned
13 below was acting, at least in part, within the course and scope of that authority as such agent,
14 proxy, servant, partner, joint venture, employee, alter-ego, managing agent, and/or principal with
15 the permission and consent of the co-Defendants. Plaintiff also alleges the acts of each Defendant
16 are legally attributable to the other Defendants.

17 **PAGA ADMINISTRATIVE PREREQUISITE**

18 14. By this complaint, Plaintiff also brings this case as a representative action seeking
19 penalties for the State of California in a representative capacity, as provided for by the Private
20 Attorneys General Act (PAGA), Labor Code section 2698 *et seq.*, to the extent permitted by law,
21 as an aggrieved employee who was employed by Defendants and did not receive all regular and
22 overtime wages due, was not provided accurate and itemized wage statements, was not
23 reimbursed for necessary business expenditures, and did not receive all wages owed upon
24 termination of employment.

25 15. Pursuant to Labor Code section 2699.3, subdivision (a), a plaintiff may bring a
26 cause of action under PAGA only after giving the Labor Workforce Development Agency
27 (LWDA) and the employer notice of the Labor Code sections alleged to have been violated, and
28 after receiving notice from the LWDA of its intention not to investigate, or after 65 days have

1 passed without notice from the LWDA.

2 16. On May 28, 2021, prior to the filing of this complaint, Plaintiff gave written notice
3 of the specified provisions alleged to have been violated, including the facts and theories to
4 support the alleged violations, as required by Labor Code section 2699.3. This written notice was
5 given via certified mail to Defendants, and to the LWDA by electronically filing the notice via
6 the Department of Industrial Relations website. Plaintiff was given a LWDA case number of
7 LWDA-CM-833988-21.

8 17. More than 65 days have elapsed since Plaintiff submitted her May 28, 2021, notice
9 to the LWDA and Defendants of the specific alleged Labor Code violations and the LWDA has
10 not provided notice to Plaintiff of its intent to investigate such alleged violations. Also, Plaintiff
11 has received no notice of Defendants' intent to cure any of the alleged violations. Accordingly,
12 Plaintiff has satisfied the administrative prerequisites for filing this action.

13 **FACTUAL ALLEGATIONS**

14 18. Plaintiff and Aggrieved Employees are, and at all times during the relevant time
15 period were, non-exempt employees within the meaning of the California Labor Code, and
16 California Wage Order Four (4) of the Industrial Welfare Commission. Defendants are, and at
17 all times during the relevant time period, were "employers" within the meaning of state law and
18 California Wage Order Four (4) of the Industrial Welfare Commission.

19 19. Defendant Ardan Staffing Solutions owns and operates an employment agency in
20 Bellflower, California. Defendant Service Quick, Inc. owns and operates an appliance repair
21 company in Rancho Dominguez, California. Plaintiff and Aggrieved Employees were employees
22 of the businesses and Plaintiff worked primarily as a Customer Service Call Center Agent at an
23 hourly rate of fifteen dollars (\$15.00) from in or around October 2020, to on or about March 12,
24 2021.

25 20. During the relevant time period, Defendants were required to pay Plaintiff and
26 Aggrieved Employees overtime compensation for any and all hours in excess of eight (8) hours
27 in one (1) day or forty (40) hours in one (1) week.

28 21. Defendants utilized a practice or policy of routinely rounding the hours worked by

Ms. Bulnes and Aggrieved Employees which resulting in Ms. Bulnes and Aggrieved Employees being undercompensated to the benefit of Defendants. Defendants' failure to pay the applicable minimum wage and overtime rates to Ms. Bulnes and Aggrieved Employees is violative of the Labor Code and actionable under PAGA.

22. During the relevant time period, Defendants were required to provide Plaintiff and Aggrieved Employees with complete and accurate wage statements.

23. By implementing a rounding policy as discussed above, Defendants failed to include all compensation for regular and overtime hours worked on Ms. Bulnes' and Aggrieved Employee's paystubs. Thus, Defendants failed to keep accurate payroll records and failed to provide Ms. Bulnes and Aggrieved Employees with complete and accurate wage statements. Defendants' conduct is not compliant with Labor Code sections 226 and 1174 and is therefore actionable under PAGA.

24. During the relevant time period, Defendants were required to reimburse Plaintiff and Aggrieved Employees for any and all necessary business expenditures.

25. Defendants instructed Ms. Bulnes and Aggrieved Employees that they were to perform their work duties from home. In order to do so, Ms. Bulnes and Aggrieved Employees were required to purchase a computer, purchase a headset, purchase a Wi-Fi connection, and to set up a makeshift office inside their home. Defendants failed or refused to reimburse Ms. Bulnes and Aggrieved Employees for the costs of performing their work duties from their homes. Defendants' failure to reimburse Ms. Bulnes and Aggrieved Employees is a violation of Labor Code section 2802 and is actionable under PAGA.

26. At the time of Plaintiff and Aggrieved Employees separation from employment, Defendants were required to compensate Plaintiff and Aggrieved Employees for all wages owed.

27. Defendants failed to compensate Plaintiff and Aggrieved Employees for all wages owed at the time their employment ended as Defendants undercompensated Plaintiff and Aggrieved Employees by routinely rounding their hours worked in favor of Defendants resulting in a monetary gain for Defendants at the expense of Plaintiff and Aggrieved Employees. Additionally, Ms. Bulnes was terminated on March 12, 2021, but Defendants failed to issue Ms.

1 Bulnes her final paycheck until March 19, 2021. Defendants therefore withheld the wages due to
2 Ms. Bulnes for seven (7) days in violation of Labor Code section 201.

3 28. Plaintiff and Aggrieved Employees are owed unpaid wages, reimbursement for
4 necessary business expenditures, as well as applicable penalties.

5 **FIRST CAUSE OF ACTION**

6 **VIOLATION OF PAGA FOR FAILURE TO PAY MINIMUM WAGE AND OVERTIME**
7 **WAGES**

8 **(Lab. Code, §§ 204 and 1194)**

9 **(Plaintiff Against All Defendants)**

10 29. Plaintiff realleges and incorporates by reference all preceding paragraphs above,
11 as if fully set forth herein.

12 30. Pursuant to Labor Code section 204, “[a]ll wages ... earned by any person in any
13 employment are due and payable twice during each calendar month, in days designated in advance
14 by the employer as the regular paydays.”

15 31. Ms. Bulnes and Aggrieved Employees were not compensated for all wages earned
16 because Defendants rounded the hours they worked to the benefit of Defendants. Defendants’
17 failure to provide compensation for all hours worked has caused Plaintiff and Aggrieved
18 Employees to suffer, and continue to suffer, injury which will be ascertained according to proof
19 at trial.

20 32. Pursuant to Labor Code section 1194, subdivision (a), “any employee receiving
21 less than the legal minimum wage or the legal overtime compensation applicable to the employee
22 is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage
23 or overtime compensation, including interest thereon, reasonable attorney’s fees, and costs of suit.”

24 33. Accordingly, Plaintiff and Aggrieved Employees seek recovery of civil penalties
25 pursuant to Labor Code section 558, subdivision (a).

26 34. Plaintiff is informed and believes that Defendants have violated, and continue to
27 violate, provisions of the Labor Code and applicable Wage Order related to the payment of
28 minimum and overtime wages.

1 35. More than sixty-five (65) days have elapsed since Plaintiff provided notice to the
2 LWDA and the LWDA has indicated no intention to investigate. Further, Defendants have
3 provided no cure notice, and have not taken any steps of corrective action to remedy the
4 allegations set forth above.

5 36. Accordingly, Plaintiff, as a personal representative of the general public, will and
6 does seek to recover any and all penalties for each and every violation shown to exist or to have
7 occurred during the Relevant Time Period, in an amount according to proof, as to those penalties
8 that are otherwise only available to public agency enforcement actions. Funds recovered will be
9 distributed in accordance with the PAGA, with at least 75% of the penalties recovered being
10 reimbursed to the LWDA.

11 37. Additionally, Plaintiff and Aggrieved Employees are entitled to attorney fees and
12 costs pursuant to Labor Code sections 2699, subdivision (g)(1), 218.5, and 1194, and prejudgment
13 interest.

14 **SECOND CAUSE OF ACTION**

15 **VIOLATION OF PAGA FOR FAILURE TO PROVIDE ACCURATE ITEMIZED**
16 **WAGE STATEMENTS AND MAINTAIN ACCURATE PAYROLL RECORDS**

17 **(Lab. Code, §§ 226 and 1174)**

18 **(Plaintiff Against All Defendants)**

19 38. Plaintiff and Aggrieved Employees reallege and incorporate by reference all
20 preceding paragraphs as if fully set forth herein.

21 39. Labor Code section 226, subdivision (a), requires that “at the time of each payment
22 of wages,” employers furnish employees with “an accurate itemized statement” that includes,
23 inter alia, gross wages earned, total hours worked, and net wages earned.

24 40. Defendants knowingly and intentionally failed to provide Plaintiff and Aggrieved
25 Employees statements in compliance with Labor Code section 226, because Defendants rounded
26 the hours worked by Plaintiff and Aggrieved Employees causing their wage statements to reflect
27 an inaccurate number of hours worked. Since wages are calculated based on the number of hours
28 worked, the inaccurate number of hours cause the gross wages and net wages to be inaccurate as

1 well.

2 41. Labor Code section 1174 requires employers to keep accurate payroll records that
3 include “the hours worked daily by and the wages paid to” employees. By implementing a
4 rounding policy as discussed above, Defendants failed to keep accurate payroll records as required
5 by law.

6 42. Pursuant to Labor Code section 226, subsection (e)(2)(B), “[a]n employee is
7 deemed to suffer injury ... if the employer fails to provide accurate and complete information as
8 required.” Labor Code section 226, subdivision (e)(1), provides that employees suffering injury
9 as a result of the employers failure to comply with section 226, subsection (a), are “entitled to
10 recover the greater of all actual damages or fifty dollars (\$50.00) for the initial pay period in
11 which a violation occurs and one hundred dollars (\$100.00) per employee for each violation in a
12 subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000.00),
13 and is entitled to an award of costs and reasonable attorney’s fees.” Because Defendants furnished
14 inaccurate wage statements, Plaintiff and Aggrieved Employees have suffered, and continue to
15 suffer, injury which will be ascertained according to proof at trial. Additionally, Plaintiff and
16 Aggrieved Employees are entitled to attorney fees and costs pursuant to Labor Code sections
17 2699, subdivision (g)(1), and section 226, subdivision (e)(1), and prejudgment interest.

18 43. Plaintiff is informed and believes that Defendants have violated, and continue to
19 violate, provisions of the Labor Code related to the proper provision of accurate and itemized
20 wage statements.

21 44. More than sixty-five (65) days have elapsed since Plaintiff provided notice to the
22 LWDA and the LWDA has indicated no intention to investigate. Further, Defendants have
23 provided no cure notice, and have not taken any steps of corrective action to remedy the
24 allegations set forth above. Accordingly, Plaintiff, as a representative of the people of the State
25 of California, seeks penalties for all violations during the relevant time period, in an amount
26 according to proof, that would otherwise only be collected through public agency enforcement
27 actions, including those capable of being collected by the Labor Commissioner, the LWDA,
28 and/or the DLSE. All penalties collected will be distributed in accordance with the PAGA.

THIRD CAUSE OF ACTION
VIOLATION OF PAGA FOR FAILURE TO REIMBURSE FOR NECESSARY
BUSINESS EXPENDITURES
(Lab. Code, § 2802)
(Plaintiff Against All Defendants)

45. Plaintiff and Aggrieved Employees reallege and incorporate by reference all preceding paragraphs as if fully set forth herein.

46. Labor Code section 2802, subdivision (a) provides that “[a]n employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer.”

47. On or around October 18, 2020, while working for Defendants, Ms. Bulnes and Aggrieved Employees began work in a customer service call center. After a short in-office training period, Ms. Bulnes and Aggrieved Employees were instructed to work from home. In order to perform their work duties from home, Ms. Bulnes and Aggrieved Employees were required to purchase a computer, a headset, and a Wi-Fi connection. Additionally, Ms. Bulnes and Aggrieved Employees were required to turn their homes into makeshift offices for purposes of completing their work duties. Ms. Bulnes and Aggrieved Employees were never reimbursed for any of the costs required to enable them to perform their required work duties from home.

48. Because they were necessary for the discharge of Plaintiff and Aggrieved Employees work duties and purchased in obedience to directions from Defendants, Defendants are required to indemnify Plaintiff and Aggrieved Employees for the cost of the computers, headsets, and Wi-Fi connections, as well as the cost of converting their homes into office spaces.

49. Due to Defendants’ failure to reimburse Plaintiff and Aggrieved Employees for necessary business expenditures, Plaintiff and Aggrieved Employees have suffered, and continue to suffer, injury which will be ascertained according to proof at trial.

50. Plaintiff is informed and believes that Defendants have violated, and continue to violate, provisions of the Labor Code related to the proper reimbursement of necessary business

1 expenditures.

2 51. Plaintiff individually, and on behalf of the Aggrieved Employees, requests
3 reimbursement for necessary business expenditures, as well as attorney fees and costs, any
4 assessment of civil penalties, and prejudgment interest in a sum provided by law pursuant to
5 Labor Code section 2802, subdivisions (b), (c), and (d).

6 52. More than sixty-five (65) days have elapsed since Plaintiff provided notice to the
7 LWDA and the LWDA has indicated no intention to investigate. Further, Defendants have
8 provided no cure notice, and have not taken any steps of corrective action to remedy the
9 allegations set forth above. Accordingly, Plaintiff, as a representative of the people of the State
10 of California, seeks penalties for all violations during the relevant time period, in an amount
11 according to proof, that would otherwise only be collected through public agency enforcement
12 actions, including those capable of being collected by the Labor Commissioner, the LWDA,
13 and/or the DLSE. All penalties collected will be distributed in accordance with the PAGA.

14 53. Additionally, Plaintiffs and Aggrieved Employees are entitled to attorneys' fees
15 and costs pursuant Labor Code section 2699, subdivision (g)(1), and prejudgment interest.

16 **FOURTH CAUSE OF ACTION**

17 **VIOLATION OF PAGA FOR FAILURE TO PAY ALL WAGES DUE UPON**

18 **TERMINATION OF EMPLOYMENT**

19 **(Lab. Code, §§ 201, 203)**

20 **(Plaintiff Against All Defendants)**

21 54. Plaintiff and Aggrieved Employees reallege and incorporate by reference all
22 preceding paragraphs as if fully set forth herein.

23 55. Labor Code section 201, subdivision (a), states that "[i]f an employer discharges
24 an employee, the wages earned and unpaid at the time of discharge are due and payable
25 immediately."

26 56. Ms. Bulnes was terminated on Friday, March 12, 2021. However, Defendants
27 failed or refused to issue Ms. Bulnes her final paycheck until seven (7) days later on Friday,
28 March 19, 2021.

1 57. At the time that Plaintiff and any of the Aggrieved Employees' employment ended,
2 they were entitled to timely compensation of regular and overtime wages for all hours worked
3 and reimbursement for necessary business expenditures. However, Defendants failed or refused
4 to compensate Plaintiff and Aggrieved Employees for all hours worked and necessary business
5 expenditures. As a result of Defendants' failure to do so, Plaintiff and Aggrieved Employees
6 have suffered, and continue to suffer, injury which will be ascertained according to proof at trial.

7 58. Labor Code section 203, subdivision (a), states that "[i]f an employer willfully
8 fails to pay ... any wages of an employee who is discharged or who quits, the wages of the
9 employee shall continue as a penalty from the due date thereof at the same rate until paid."

10 59. At the time of her termination, Defendants informed Ms. Bulnes that she would
11 have to wait one (1) week to receive her final paycheck. Thus, Defendants willfully withheld the
12 wages due to Ms. Bulnes for seven (7) days and she is therefore entitled to waiting time penalties.

13 60. Plaintiff is informed and believes that Defendants have violated, and continue to
14 violate, provisions of the Labor Code related to the requirement to pay all wages due upon
15 termination of employment.

16 61. Plaintiff individually, and on behalf of the Aggrieved Employees, requests
17 compensation for all wages owed, as well as the assessment of any civil penalties in a sum
18 provided by law pursuant to Labor Code sections 201, subdivision (a), and 203, subdivisions (a)
19 and (b).

20 62. More than sixty-five (65) days have elapsed since Plaintiff provided notice to the
21 LWDA and the LWDA has indicated no intention to investigate. Further, Defendants have
22 provided no cure notice, and have not taken any steps of corrective action to remedy the
23 allegations set forth above. Accordingly, Plaintiff, as a representative of the people of the State
24 of California, seeks penalties for all violations during the relevant time period, in an amount
25 according to proof, that would otherwise only be collected through public agency enforcement
26 actions, including those capable of being collected by the Labor Commissioner, the LWDA,
27 and/or the DLSE. All penalties collected will be distributed in accordance with the PAGA.

28 63. Additionally, Plaintiff and Aggrieved Employees are entitled to attorneys' fees

1 and costs pursuant to Labor Code section 2699, subdivision (g)(1), and prejudgment interest.

2 **PRAYER FOR RELIEF**

3 **WHEREFORE**, Plaintiff and Aggrieved Employees pray for judgment as follows:

4 1. For civil penalties for each violation for Plaintiff and each Aggrieved Employee
5 as provided by law, including, but not limited to, those civil penalties provided by statute,
6 provided by PAGA;

7 2. For costs of suit and expenses incurred herein pursuant to Labor Code section 2699,
8 subdivision (g), and any other statutory basis or pursuant to the California Rules of Court;

9 3. For reasonable attorney fees pursuant to Labor Code section 2699, subdivision (g),
10 and any other statutory basis; and

11 4. For all such other and further relief as the Court may deem just and proper.

12
13
14 Dated: August 9, 2021

MAHONEY LAW GROUP, APC

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17 Kevin Mahoney, Esq.
18 Laura Theriault, Esq.
19 Attorneys for Plaintiff KIARA BULNES
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EXHIBIT A



Laura Theriault, Esq.
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May 28, 2021

Via Certified Electronic Mail

LABOR AND WORKFORCE DEVELOPMENT AGENCY
PAGAFilings@dir.ca.gov

VIA CERTIFIED MAIL #7019 2280 0002 0214 3463

Return Receipt Requested

Ardan Staffing Solutions, Inc.
9884 Alondra Boulevard
Bellflower, CA 90706

VIA CERTIFIED MAIL #7019 2280 0002 0214 3470

Return Receipt Requested

Ardan Staffing Solutions, Inc. – Agent for Service of Process
Attn: Tom R. Kroesche
2603 Main Street, Suite 200
Irvine, CA 92614

VIA CERTIFIED MAIL #7019 2280 0002 0214 3487

Return Receipt Requested

Vensure HR, Inc.
2600 W. Geronimo Pl., #100
Chandler, AZ 85224

VIA CERTIFIED MAIL #7019 2280 0002 0214 3494

Return Receipt Requested

Vensure HR, Inc. – Agent for Service of Process
Attn: Cogency Global Inc.
1325 J Street, Suite 1550
Sacramento, CA 95814

VIA CERTIFIED MAIL # 7019 2280 0002 0214 3524

Return Receipt Requested

Service Quick, Inc.
18724 S. Broadwick St.
Rancho Dominguez, CA 90220

VIA CERTIFIED MAIL #7019 2280 0002 0214 3531

Return Receipt Requested

Service Quick, Inc. – Agent for Service of Process
Attn: William K. Jin
18655 Bishop Ave.
Carson, CA 90746

Re: *Kiara Bulnes v. Ardan Staffing Solutions, Inc., Vensure HR, Inc., and Service Quick, Inc.*

**NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO LABOR CODE
SECTION § 2698 et seq.**

To: California Labor and Workforce Development Agency, Ardan Staffing Solutions, Inc., Vensure HR, Inc., and Service Quick, Inc.

From: Kiara Bulnes on behalf of herself and aggrieved employees who were subject to the employers' policies as set forth below.

Factual Statement

Please note that this firm, Mahoney Law Group, APC, represents the interests of Kiara Bulnes ("Ms. Bulnes" or "Plaintiff"), who intends to file a complaint alleging violations of the Labor Code and seeking civil penalties under the Private Attorneys General Act of 2004, Labor Code section 2698 et seq. ("PAGA") on behalf of herself and all other aggrieved employees.

Theories of Labor Code Violations and Remedies

Ardan Staffing Solutions, Inc., a California corporation, operates an employment agency that provides staffing services to businesses, including Service Quick, Inc., an appliance repair service. Ms. Bulnes was employed by Ardan Staffing Solutions, Inc., Vensure HR, Inc., and Service Quick, Inc. (hereinafter "Employers") to work in a customer service call center. Ms. Bulnes alleges Employers violated sections 201, 226, 1174, 1194, and 2802 of the Labor Code by failing to compensate Ms. Bulnes and aggrieved employees for all hours worked, including minimum and overtime rates, failing to provide Ms. Bulnes and aggrieved employees with accurate wage statements, failing to maintain accurate payroll records, failing to reimburse Ms. Bulnes and aggrieved employees for necessary business expenditures, and by failing to pay Ms. Bulnes and aggrieved employees all wages due upon termination of employment. Ms. Bulnes and the similarly aggrieved employees are identifiable current, and/or former non-exempt employees who worked for Employers in California during the liability period of one year prior to the filing of a complaint alleging a PAGA cause of action.

A. Employer failed to pay Ms. Bulnes and other aggrieved employees for all hours worked, including minimum and overtime wages

Pursuant to Labor Code section 1194, subdivision (a), "any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit."

Employers utilized a practice or policy of routinely rounding the hours worked by Ms. Bulnes and aggrieved employees which resulted in Ms. Bulnes and aggrieved employees being undercompensated to the benefit of Employers. Employer's failure to pay the applicable minimum wage and overtime rates to Ms. Bulnes and aggrieved employees is violative of the Labor Code and is actionable under PAGA.

B. Employers failed to furnish Ms. Bulnes and other aggrieved employees with accurate wage statements

Labor Code section 226, subdivision (a), requires employers to furnish employees with accurate itemized statements showing the total hours worked and the gross wages earned. Labor Code section 1174 further requires employers to keep accurate payroll records that include “the hours worked daily by and the wages paid to” employees.

By implementing a rounding policy as discussed above, Employers failed to include all compensation for regular and overtime hours worked on Ms. Bulnes and aggrieved employees’ paystubs. Thus, Employers failed to keep accurate payroll records and failed to provide Ms. Bulnes and aggrieved employees with complete and accurate wage statements. Employers’ conduct is not compliant with Labor Code sections 226 and 1174 and is therefore actionable under PAGA.

C. Employers failed to reimburse Ms. Bulnes and other aggrieved employees for necessary business expenditures

In or around October 18, 2020, while working for Employers, Ms. Bulnes began work in a customer service call center. After a short in-office training period, Ms. Bulnes and aggrieved employees were instructed to work from home. In order to perform their work duties from home, Ms. Bulnes and aggrieved employees were required to purchase a computer, a headset, and a Wi-Fi connection. However, Employers failed or refused to reimburse Ms. Bulnes and aggrieved employees for the costs thereof. Furthermore, Ms. Bulnes and the aggrieved employees were also required to turn their homes into makeshift offices and were not reimbursed for the costs of turning their homes into offices for purposes of completing their required mandatory job duties on behalf of the Employers.

Pursuant to Labor Code section 2802, “[a]n employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer.” Employers were therefore required to indemnify Ms. Bulnes and aggrieved employees for the cost of the computers, headsets, and Wi-Fi connections, as well as the cost of converting their homes into office spaces, as they were necessary for the discharge of the employees’ duties and purchased in obedience to the employers.

Employer’s failure to reimburse Ms. Bulnes and aggrieved employees for all necessary business expenditures is a violation of Labor Code section 2802 and is actionable under PAGA.

D. Employers failed to pay Ms. Bulnes and other aggrieved employees all wages due upon termination of employment

Pursuant to Labor Code section 201, subdivision (a), “[i]f an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.”

Ms. Bulnes was terminated on Friday, March 12, 2021. However, Employers failed or refused to issue Ms. Bulnes her final paycheck until Friday, March 19, 2021. Thus, Employers violated section 201 of the Labor Code by failing to pay Ms. Bulnes her earned unpaid wages in full immediately at the time of her discharge.

Labor Code section 203, subdivision (a), states that "[i]f 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."

At the time of her termination, Employers told Ms. Bulnes that she would have to wait one week to receive her final paycheck. Thus, Employers willfully withheld the wages due to Ms. Bulnes for seven (7) days and she is therefore entitled to waiting time penalties.

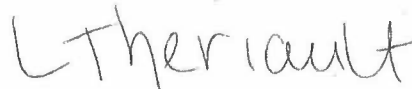
E. Reservation of Rights

The facts and claims contained herein are based on the information available at the time of this writing. Therefore, if through discovery and/or expert review, Ms. Bulnes becomes aware of additional compensation owed or losses incurred by Ms. Bulnes or by any other aggrieved employee of the Employer, Ms. Bulnes expressly reserves the right to revise these facts and/or add any new claims by amending the claim letter or by adding applicable causes of action to the complaint which will relate back to the date of this letter.

If the Labor and Workforce Development Agency intends to investigate the allegations set forth herein, please provide notice via certified mail to:

Mahoney Law Group, APC
Laura Theriault
249 E. Ocean Blvd., Suite 814
Long Beach, CA 90802
Tel: (562) 590-5550
Email: ltheriault@mahoney-law.net

Sincerely,



Laura Theriault, Esq.

MAHONEY LAW GROUP, APC