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 individually, and on behalf of other
 aggrieved employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

ELISA ORTEGO, individually, and on behalf
 of other aggrieved employees

Plaintiff,

vs.

MAGIC LAUNDRY SERVICES INC., a
 corporation; and DOES 1 through 50, inclusive,

Defendants.

CASE NO.: **22STCV01605**

**COMPLAINT FOR VIOLATION OF
 THE CALIFORNIA LABOR CODE
 PRIVATE ATTORNEYS GENERAL
 ACT OF 2004**

[California Labor Code § 2698, *et seq.*]

1 **INTRODUCTION**

2 PLAINTIFF ELISA ORTEGO (“PLAINTIFF”), individually and on behalf of all other
3 aggrieved employees, demanding a jury trial, hereby alleges as follows:

4 **INTRODUCTION**

5 1. PLAINTIFF brings this action on behalf of herself and all other aggrieved
6 employees of Defendant MAGIC LAUNDRY SERVICES, INC., a corporation and DOES 1 through
7 50, inclusive (collectively “DEFENDANTS”), to recover penalties arising from unpaid wages
8 earned and due, including but not limited to unpaid and illegally calculated overtime compensation,
9 illegal meal and rest period policies, failure to pay all wages due to discharged or quitting
10 employees, failure to maintain required records, failure to provide accurate itemized wage
11 statements, failure to timely pay wages during employment, failure to indemnify employees for
12 necessary expenditures and/or losses incurred in discharging their duties.

13 **JURISDICTION AND VENUE**

14 2. The Superior Court of the State of California has jurisdiction in this matter because
15 PLAINTIFF is a resident of the State of California, and DEFENDANTS are qualified to do business
16 in California and regularly conduct business in California. Further, no federal question is at issue
17 because the claims are based solely on California law.

18 3. Venue is proper in this judicial district and the County of Los Angeles, California
19 because PLAINTIFF, and other aggrieved employees, performed work for DEFENDANTS in the
20 County of Los Angeles, DEFENDANTS maintain offices and facilities and transact business in the
21 County of Los Angeles, and because DEFENDANTS’ illegal payroll policies and practices which
22 are the subject of this action were applied, at least in part, to PLAINTIFF, and other aggrieved
23 employees, in the County of Los Angeles.

24 **PARTIES**

25 4. PLAINTIFF is a resident of the State of California and a former employee of
26 DEFENDANTS. At all times material to this complaint, PLAINTIFF was employed by
27 DEFENDANTS as a non-exempt employee in the State of California.

28 5. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT

1 MAGIC LAUNDRY SERVICES, INC., a limited partnership is, and at all times relevant hereto
2 was, a California entity organized and existing under the laws of the State of California.
3 PLAINTIFF is further informed and believes, and thereon alleges, that MAGIC LAUNDRY
4 SERVICES, INC. is authorized to conduct business in the State of California, and does conduct
5 business in the State of California. Specifically, MAGIC LAUNDRY SERVICES, INC. maintains
6 offices and facilities and conducts business in, and engages in illegal payroll practices or policies
7 in, the County of Los Angeles, State of California.

8 6. The true names and capacities of DOES 1 through 50, inclusive, are unknown to
9 PLAINTIFF at this time, and PLAINTIFF therefore sues such DOE Defendants under fictitious
10 names. PLAINTIFF is informed and believes, and thereon alleges, that each Defendant designated
11 as a DOE is in some manner highly responsible for the occurrences alleged herein, and that
12 PLAINTIFF and other aggrieved employees' injuries and damages, as alleged herein, were
13 proximately caused by the conduct of such DOE Defendants. PLAINTIFF will seek leave of the
14 court to amend this Complaint to allege their true names and capacities of such DOE Defendants
15 when ascertained.

16 7. At all relevant times herein, PLAINTIFF and other aggrieved employees were
17 employed by DEFENDANTS under employment agreements that were partly written, partly oral,
18 and partly implied. In perpetrating the acts and omissions alleged herein, DEFENDANTS, and each
19 of them, acted pursuant to, and in furtherance of, their policies and practices of not paying
20 PLAINTIFF and other aggrieved employees all wages earned and due, through methods and
21 schemes which include, but are not limited to, failing to pay overtime premiums; failing to provide
22 rest and meal periods; failing to properly maintain records; failing to provide accurate itemized
23 statements for each pay period; failing to properly compensate PLAINTIFF and other aggrieved
24 employees for necessary expenditures; and requiring, permitting or suffering the employees to work
25 off the clock, in violation of the California Labor Code and the applicable Welfare Commission
26 ("IWC") Orders.

27 8. PLAINTIFF is informed and believes, and thereon alleges, that each and every one
28 of the acts and omissions alleged herein were performed by, and/or attributable to, all

1 DEFENDANTS, each acting as agents and/or employees, and/or under the direction and control of,
2 each of the other DEFENDANTS, and that said acts and failures to act were within the course and
3 scope of said agency, employment and/or direction and control.

4 9. Pursuant to California Labor Code § 558.1, DEFENDANTS and any person acting
5 on behalf of any of the DEFENDANTS, are liable for violating, or causing to violate, any provision
6 regulating minimum wages or hours and days of work in any order of the Industrial Welfare
7 Commission, or Labor Code §§ 203, 226, 226.7, 1193.6, 1194, or 2802.

8 10. As a direct and proximate result of the unlawful actions of DEFENDANTS,
9 PLAINTIFF and other aggrieved employees have suffered, and continue to suffer, damages,
10 including unpaid wages and loss of earnings in amounts as yet unascertained, but subject to proof
11 at trial, and within the jurisdiction of this Court.

12 **PAGA REPRESENTATIVE ACTION ALLEGATIONS**

13 11. Pursuant to the California Private Attorneys General Act of 2004 (“PAGA”), Labor
14 Code §§ 2698-2699.5, PLAINTIFF brings this action on behalf of herself and all current and former
15 non-exempt aggrieved employees of DEFENDANTS in the State of California at any time within
16 the period beginning one (1) year and sixty five (65) days prior to the filing of this action, and
17 ending at the time this action settles or proceeds to final judgment (“PENALTY PERIOD”).

18 12. Pursuant to California Labor Code §§ 2699.3, PLAINTIFF gave written notice on
19 October 5, 2021 by online filing to the California Labor and Workforce Development Agency
20 (“LWDA”) and by certified mail to DEFENDANTS of the specific provisions of the California
21 Labor Code and IWC Wage Orders alleged to have been violated, including the facts and theories
22 to support the alleged violations. More than sixty-five (65) days have passed and the LWDA has
23 not provided notice to PLAINTIFF that it intends to investigate the alleged violations.

24 13. Therefore, PLAINTIFF has complied with all of the requirements set forth in
25 California Labor Code § 2699.3 to commence a representative action under PAGA.

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1 **FACTUAL ALLEGATIONS**

2 **Failure to Provide Required Meal Periods**

3 **[Cal. Labor Code §§ 226.7, 510, 512, 1194, 1197; IWC Wage Order No. 5-2001, § 11]**

4 14. During the PENALTY PERIOD, as part of DEFENDANTS' illegal payroll policies
5 and practices to deprive their non-exempt employees all wages earned and due, DEFENDANTS
6 required, permitted or otherwise suffered PLAINTIFF and other aggrieved employees to take less
7 than the 30-minute meal period, or to work through them, and have failed to otherwise provide the
8 required meal periods to PLAINTIFF and other aggrieved employees pursuant to California Labor
9 Code § 226.7, 512 and IWC Order No. 5-2001, § 11.

10 15. DEFENDANTS further violated California Labor Code §§ 226.7, 512 IWC Wage
11 Order No. 5-2001, § 11 by failing to compensate PLAINTIFF and other aggrieved employees who
12 were not provided with a meal period, in accordance with the applicable wage order, one additional
13 hour of compensation at each employee's regular rate of pay for each workday that a meal period
14 was not provided.

15 16. DEFENDANTS further violated California Labor Code §§ 226.7, 510, 1194, 1197,
16 and IWC Wage Order No. 5-2001 by failing to compensate PLAINTIFF and other aggrieved
17 employees for all hours worked during their meal periods.

18 **Failure to Provide Required Rest Periods**

19 **[Cal. Labor Code §§ 226.7; IWC Wage Order No. 5-2001, § 12]**

20 17. At all times relevant herein, as part of DEFENDANTS' illegal payroll policies and
21 practices to deprive their non-exempt employees all wages earned and due, DEFENDANTS failed
22 to provide rest periods to PLAINTIFF and other aggrieved employees as required under California
23 Labor Code §§ 226.7, and IWC Wage Order No. 5-2001, § 12.

24 18. DEFENDANTS further violated California Labor Code § 226.7 and IWC Wage
25 Order No. 5-2001, § 12 by failing to pay PLAINTIFF and other aggrieved employees who were
26 not provided with a rest period, in accordance with the applicable wage order, one additional hour
27 of compensation at each employee's regular rate of pay for each workday that a rest period was
28 not provided.

1 **Failure to Pay Overtime Wages**

2 **[Cal. Labor Code §§ 510, 1194, 1198; IWC Wage Order No. 5-2001, § 3]**

3 **(Against all DEFENDANTS)**

4 19. Pursuant to California Labor Code §§ 510, 1194, and IWC Wage Order No. 5-2001,
5 § 3, DEFENDANTS are required to compensate PLAINTIFF and other aggrieved employees for
6 all overtime, which is calculated at one and one-half (1 ½) times the regular rate of pay for all
7 hours worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the
8 first eight (8) hours on the seventh consecutive workday, with double time for all hours worked in
9 excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours
10 on the seventh consecutive day of work in any workweek.

11 20. PLAINTIFF and other aggrieved employees are current and former non-exempt
12 employees entitled to the protections of California Labor Code §§ 510, 1194, and IWC Wage
13 Order No. 5-2001. During the PENALTY PERIOD, DEFENDANTS failed to compensate
14 PLAINTIFF and other aggrieved employees for all overtime hours worked as required under the
15 foregoing provisions of the California Labor Code and IWC Wage Order by, among other things:
16 failing to pay overtime at one and one-half (1 ½) or double the regular rate of pay as provided by
17 California Labor Code §§ 510, 1194, and IWC Wage Order No. 5-2001, § 3; requiring, permitting
18 or suffering PLAINTIFF and other aggrieved employees to work off the clock; requiring,
19 permitting or suffering PLAINTIFF and other aggrieved employees to work through meal and rest
20 breaks; illegally and inaccurately recording time in which PLAINTIFF and other aggrieved
21 employees worked; failing to properly maintain PLAINTIFF's and other aggrieved employees'
22 records; failing to provide accurate itemized wage statements to PLAINTIFF for each pay period;
23 and other methods to be discovered.

24 21. In violation of California law, DEFENDANTS have knowingly and willfully
25 refused to perform their obligations to compensate PLAINTIFF and other aggrieved employees
26 for all wages earned and all hours worked. As a proximate result, PLAINTIFF and other aggrieved
27 employees have suffered, and continue to suffer, substantial losses related to the use and
28 enjoyment of such wages, lost interest on such wages, and expenses and attorneys' fees in seeking

1 to compel DEFENDANTS to fully perform their obligations under state law, all to their respective
2 damages in amounts according to proof at time of trial, and within the jurisdiction of this Court.
3 DEFENDANTS' conduct described herein violates California Labor Code §§ 510, 1194, 1198 and
4 IWC Wage Order No. 5-2001, § 3.

5 **Failure to Pay Minimum Wages**

6 **[Cal Labor Code §§ 1194, 1197; IWC Wage Order No. 5-2001, § 4]**

7 **(Against all DEFENDANTS)**

8 22. Pursuant to California Labor Code §§ 1194, 1197, and IWC Wage Order No. 5-
9 2001, § 4, payment to an employee of less than the applicable minimum wage for all hours worked
10 in a payroll period is unlawful.

11 23. During the PENALTY PERIOD, DEFENDANTS failed to pay PLAINTIFF and
12 other aggrieved employees minimum wages for all hours worked by, among other things:
13 requiring, permitting or suffering PLAINTIFF and other aggrieved employees to work off the
14 clock; requiring, permitting or suffering PLAINTIFF and other aggrieved employees to work
15 through meal and rest breaks; illegally and inaccurately recording time in which PLAINTIFF and
16 other aggrieved employees worked; failing to properly maintain PLAINTIFF's and other
17 aggrieved employees' records; failing to provide accurate itemized wage statements to
18 PLAINTIFF and other aggrieved employees for each pay period; and other methods to be
19 discovered.

20 **Failure to Pay All Wages Due to Discharged and Quitting Employees**

21 **[Cal. Labor Code §§ 201, 202, 203]**

22 **(Against all DEFENDANTS)**

23 24. Pursuant to California Labor Code § 201, 202, and 203, DEFENDANTS are
24 required to pay all earned and unpaid wages to an employee who is discharged. California Labor
25 Code § 201 mandates that if an employer discharges an employee, the employee's wages accrued
26 and unpaid at the time of discharge are due and payable immediately.

27 25. Furthermore, pursuant to California Labor Code § 202, DEFENDANTS are required
28 to pay all accrued wages due to an employee no later than 72 hours after the employee quits his or

1 her employment, unless the employee provided 72 hours previous notice of his or her intention to
2 quit, in which case the employee is entitled to his or her wages at the time of quitting.

3 26. California Labor Code § 203 provides that if an employer willfully fails to pay, in
4 accordance with California Labor Code §§ 201 and 202, any wages of an employee who is
5 discharged or who quits, the employer is liable for waiting time penalties in the form of continued
6 compensation to the employee at the same rate for up to 30 workdays.

7 27. During the PENALTY PERIOD, DEFENDANTS have willfully failed to pay
8 accrued wages and other compensation to PLAINTIFF and other aggrieved employees in
9 accordance with California Labor Code §§ 201 and 202.

10 28. As a result, PLAINTIFF and other aggrieved employees are entitled to all available
11 statutory penalties, including the waiting time penalties provided in California Labor Code § 203,
12 together with interest thereon, as well as other available remedies.

13 **Failure to Maintain Required Records**

14 **[Cal. Labor Code §§ 226; IWC Wage Order No. 5-2001, § 7]**

15 **(Against all DEFENDANTS)**

16 29. During the PENALTY PERIOD, as part of DEFENDANTS' illegal payroll policies
17 and practices to deprive PLAINTIFF and other aggrieved employees of all wages earned and due,
18 DEFENDANTS knowingly and intentionally failed to maintain records as required under
19 California Labor Code §§ 226, 1174, and IWC Wage Order No. 5-2001, § 7, including but not
20 limited to the following records: total daily hours worked by each employee; applicable rates of
21 pay; all deductions; meal periods; time records showing when each employee begins and ends
22 each work period; and accurate itemized statements.

23 **Failure to Furnish Accurate Itemized Wage Statements**

24 **[Cal. Labor Code §§ 226, 1174; IWC Wage Order No. 5-2001, § 7]**

25 **(Against all DEFENDANTS)**

26 30. During the PENALTY PERIOD, DEFENDANTS routinely failed to provide
27 PLAINTIFF and other aggrieved employees with timely, accurate, and itemized wage statements
28 in writing showing each employee's gross wages earned, total hours worked, the number of piece-

1 rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, all
2 deductions made, net wages earned, the inclusive dates of the period for which the employee is
3 paid, the name of the employee and only the last four digits of his or her social security number or
4 employee identification number, the name and address of the legal entity or entities employing
5 PLAINTIFF and other aggrieved employees, and all applicable hourly rates in effect during each
6 pay period and the corresponding number of hours worked at each hourly rate the name and
7 address of the legal entity or entities employing PLAINTIFF and other aggrieved employees, and
8 all applicable hourly rates in effect during each pay period and the corresponding number of hours
9 worked at each hourly rate, in violation of California Labor Code § 226 and IWC Wage Order No.
10 5-2001, § 7.

11 31. During the PENALTY PERIOD, DEFENDANTS knowingly and intentionally
12 failed to provide PLAINTIFF and other aggrieved employees with timely, accurate, and itemized
13 wage statements in accordance with California Labor Code § 226(a).

14 32. During the PENALTY PERIOD, PLAINTIFF and other aggrieved employees
15 suffered injury as a result of DEFENDANTS' failure to provide timely and accurate itemized wage
16 statements as PLAINTIFF and other aggrieved employees could not promptly and easily
17 determine from the wage statement alone one or more of the following: the gross wages earned,
18 the total hours worked, all deductions made, the net wages earned, the name and address of the
19 legal entity or entities employing PLAINTIFF and other aggrieved employees, and/or all
20 applicable hourly rates in effect during each pay period and the corresponding number of hours
21 worked at each hourly rate.

22 **Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge**
23 **of Duties**

24 **[Cal. Labor Code § 2802]**

25 **(Against all DEFENDANTS)**

26 33. California Labor Code § 2802(a) requires an employer to indemnify an employee
27 for all necessary expenditures or losses incurred by the employee in direct consequence of the
28 discharge of his or her duties, or of his or her obedience to the directions of the employer.

34. During the PENALTY PERIOD, DEFENDANTS knowingly and willfully failed to indemnify PLAINTIFF and other aggrieved employees for all business expenses and/or losses incurred in direct consequence of the discharge of their duties while working under the direction of DEFENDANTS, including but not limited to expenses for uniforms, cell phone (including internet and data) usage, travel, and other employment-related expenses, in violation of California Labor Code § 2802.

FIRST CAUSE OF ACTION

Representative Action for Civil Penalties

[Cal. Labor Code §§ 2698–2699.5]

(Against All DEFENDANTS)

35. PLAINTIFF hereby incorporates by specific reference as though fully set forth the allegations in paragraphs 1 through 34.

36. PLAINTIFF is an “aggrieved employee” within the meaning of California Labor Code § 2699(c), and a proper representative to bring a civil action on behalf of herself and other current and former non-exempt employees of DEFENDANTS pursuant to the procedures specified in California Labor Code § 2699.3, because PLAINTIFF was employed by DEFENDANTS and one or more of the alleged Labor Code violations was committed against PLAINTIFF during the PENALTY PERIOD.

37. PLAINTIFF seeks to recover civil penalties through a representative action permitted by PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46 Cal. 4th 969. As such, class certification is not required.

38. Pursuant to the California Labor Code §§ 2698-2699.5, PLAINTIFF seeks to recover civil penalties from DEFENDANTS in a representative action for the violations set forth above, including but not limited to, violations of Labor Code §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 1174(d), 1194, 1197, 1198, and 2802.

39. Pursuant to California Labor Code § 2699(a), PLAINTIFF seeks civil penalties for DEFENDANTS' violations of California Labor Code provisions for which a civil penalty is specifically provided, including but not limited to the following:

- 1 a. Pursuant to Labor Code § 210, for violations of Labor Code § 204,
2 DEFENDANTS are subject to a civil penalty in the amount of one hundred
3 dollars (\$100) for the initial violation for each failure to pay each employee and
4 two hundred dollars (\$200) per employee for violations in subsequent pay
5 periods.
- 6 b. Pursuant to Labor Code § 226.3, for violations of Labor Code § 226(a),
7 DEFENDANTS are subject to a civil penalty in the amount of two hundred and
8 fifty dollars (\$250) per aggrieved employee for the initial pay period where a
9 violation occurs and one thousand dollars (\$1,000) per aggrieved employee for
10 violations in subsequent pay periods.
- 11 c. Pursuant to Labor Code § 558(a), “any employer or other person acting on behalf
12 of an employer who violates, or causes to be violated, a section of this chapter
13 or any provision regulating hours and days of work in any order of the Industrial
14 Welfare Commission,” including Labor Code §§ 510 and 512, shall be subject
15 to a civil penalty, in addition to any other penalty provided by law, of fifty
16 dollars (\$50) for initial violations for each underpaid employee for each pay
17 period for which the employee was underpaid and one hundred dollars (\$100)
18 for each subsequent violation for each underpaid employee for each pay period
19 for which the employee was underpaid.
- 20 d. Pursuant to Labor Code § 1174.5, for violations of Labor Code § 1174(d),
21 DEFENDANTS are subject to a civil penalty of five hundred dollars (\$500).
- 22 e. Pursuant to Labor Code § 1197.1, an employer who pays or causes to be paid to
23 any employee a wage less than the minimum fixed by an order of the
24 commission, shall be subject to a civil penalty as follows: for any initial violation
25 that is intentionally committed, one hundred dollars (\$100) for each underpaid
26 employee for each pay period for which the employee is underpaid; and for each
27 subsequent violation of the same offense, two hundred fifty dollars (\$250) for
28 each underpaid employee for each pay period for which the employee is

1 underpaid regardless of whether the initial violation was intentionally
2 committed.

3 40. Labor Code § 2699(f) provides that for all Labor Code violations for which a civil
4 penalty is not specifically provided, the following civil penalties are established: one hundred
5 dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred
6 dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.
7 PLAINTIFF seeks such civil penalties under Labor Code § 2699(f) for DEFENDANTS' violations
8 of Labor Code provisions for which a civil penalty is not specifically provided, including but not
9 limited to, Labor Code §§ 201, 202, 203, 226.7, 1194, 1197, 1198, and 2802.

10 41. PLAINTIFF additionally seeks reasonable attorney's fees and costs pursuant to
11 Labor Code § 2699(g)(1).

12 **PRAYER FOR RELIEF**

13 **WHEREFORE**, PLAINTIFF, individually and on behalf of all aggrieved employees, prays
14 for relief against DEFENDANTS as follows:

15 1. For civil penalties according to proof, including but not limited to all penalties
16 authorized by the Labor Code §§ 210, 226.3, 558, 1174.5, 1197.1, and 2699(a) and (f);

17 2. For interest at the legal rate pursuant to Labor Code §§ 218.6, 1194, 2802,
18 California Civil Code §§ 3287, 3288, and/or any other applicable provision providing for pre-
19 judgment interest;

20 3. For reasonable attorney's fees and costs pursuant to Labor Code § 2699(g) and/or
21 any other applicable provisions providing for attorney's fees and costs; and

22 4. For such further relief that the Court may deem just and proper.

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1 DATED: January 13, 2022

Respectfully submitted,

2 **MATERN LAW GROUP, PC**

3
4 By: _____


Matthew J. Matern
Tagore O. Subramaniam
Max N. Sloves
Attorneys for Plaintiff
ELISA ORTEGO, individually, and on
behalf of other aggrieved employees

DEMAND FOR JURY TRIAL

PLAINTIFF hereby demands a jury trial with respect to all issues triable of right by jury.

DATED: January 13, 2022

Respectfully submitted,

MATERN LAW GROUP, PC

By:



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ELISA ORTEGO, individually, and on
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