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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO CIVIL DIVISION

OCT 28 2022

BY: ASHLEE BAYLESS CHAPA, DEPUTY

Attorneys for Plaintiff OMAR BEDOLLA
on behalf of himself and current and former aggrieved employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

OMAR BEDOLLA, on behalf of himself and
other aggrieved employees,

Plaintiff,

vs.

CROTHALL LAUNDRY; and DOES 1 to 100,
inclusive,

Defendants.

Case No.: **CIV SB 2224881**

PAGA ACTION

**PLAINTIFF OMAR BEDOLLA'S
COMPLAINT FOR:**

- CIVIL PENALTIES PURSUANT
TO THE PRIVATE ATTORNEYS
GENERAL ACT OF 2004
("PAGA"), LABOR CODE
SECTION 2698, et seq.**

COME NOW Plaintiff OMAR BEDOLLA ("Plaintiff"), who alleges and complains
against Defendants CROTHALL LAUNDRY and DOES 1 to 100, inclusive (collectively
"Defendants") as follows:

I. INTRODUCTION

1. This is a Private Attorneys' General Act of 2004, Lab. Code § 2698, et seq.
("PAGA"). representative action brought by Plaintiff on behalf of the State of California, himself
and other current and former aggrieved employees of Defendants who worked as hourly, non-
exempt employees, in California during the relevant time period seeking civil penalties associated
with Defendants' violation of the Labor Code based on Defendant's failure to pay wages for all

1 hours worked at the employees' minimum wage rate, failure to provide all legally required and
2 legally compliant meal and rest periods, failure to timely pay earned wages during employment,
3 failure to provide complete and accurate wage statements, failure to timely pay all unpaid wages
4 following separation of employment, and failure to maintain temperatures providing reasonable
5 comfort. Plaintiff seeks on a representative basis, following notice to the Labor and Workforce
6 Development Agency, civil penalties, reasonable attorney's fees pursuant to Labor Code section
7 2699(g)(1) and costs brought on behalf of Plaintiff, the State of California, and others aggrieved.

8 **II. JURISDICTION AND VENUE**

9 2. This Court has jurisdiction over the claims of Plaintiff and all other current and
10 former aggrieved California-based hourly non-exempt employees because Plaintiff's lawsuit seeks
11 civil penalties on behalf of herself, all other current and former aggrieved California-based hourly
12 non-exempt employees, and the State of California in excess of twenty-five thousand dollars
13 (\$25,000); Defendants employed Plaintiff and all other current and former aggrieved California-
14 based hourly non-exempt employees; and the injuries to Plaintiff and all other current and former
15 aggrieved California-based hourly non-exempt employees occurred in locations throughout
16 California, including but not limited to San Bernardino County at 5410 E Francis St, Ontario, CA
17 91761.

18 3. In response to the COVID-19 pandemic, the Judicial Council of California enacted
19 Emergency Rule 9 to the California Rules of Court, which provided that, notwithstanding any
20 other law, the statutes of limitations and repose for civil causes of action that exceed 180 days are
21 tolled from April 6, 2020, until October 1, 2020.

22 **III. PARTIES**

23 4. Plaintiff brings this action as a representative of the Labor and Workforce
24 Development Agency on behalf of himself and other current and former employees subject to
25 violations of the Labor Code. The named Plaintiff and the persons on whose behalf this action is
26 filed include current, former and/or future employees of Defendants who worked, work, or will
27 work for Defendants as non-exempt hourly employees in California. At all times mentioned
28 herein, the currently named Plaintiff is and was domiciled and a resident and citizen of California

1 and was employed by Defendants in an hourly position at Defendants' location in San Bernardino
2 from approximately November 2020, until on or about July 6, 2021.

3 5. Plaintiff is informed and believes and thereon alleges that Defendant CROTHALL
4 LAUNDRY is authorized to do business within the State of California and is doing business in the
5 State of California and/or that Defendants DOES 1-50 are, and at all times relevant hereto were
6 persons acting on behalf of Defendant CROTHALL LAUNDRY in the establishment of, or
7 ratification of, the aforementioned illegal wage and hour practices or policies. Defendant
8 CROTHALL LAUNDRY operates in San Bernardino County and employed Plaintiff and
9 aggrieved employees in San Bernardino County, including but not limited to, at 5410 E Francis St,
10 Ontario, CA 91761.

11 6. Plaintiff is informed and believes and thereon alleges that Defendants DOES 1
12 through 50 are corporations, or are other business entities or organizations of a nature unknown to
13 Plaintiff that employed Plaintiff and aggrieved California non-exempt employees, permitted
14 Plaintiff and aggrieved employees to work, and exercised control over the wages, hours and
15 working conditions of employment of Plaintiff and aggrieved employees.

16 7. Plaintiff is informed and believes and thereon alleges that Defendants DOES 51
17 through 100 are individuals unknown to Plaintiff. Each of the individual defendants is sued
18 individually and in his or her capacity as an agent, shareholder, owner, representative, manager,
19 supervisor, independent contractor and/or employee of each defendant who violated or caused to
20 be violated the minimum wage and overtime provisions of the Labor Code and/or any provision of
21 the Industrial Welfare Commission's wage orders regulating hours and days of work.

22 8. Plaintiff is unaware of the true names of Defendants DOES 1 through 100. Plaintiff
23 sues said defendants by said fictitious names, and will amend this complaint when the true names
24 and capacities are ascertained or when such facts pertaining to liability are ascertained, or as
25 permitted by law or by the Court. Plaintiff is informed and believes that each of the fictitiously
26 named defendants is in some manner responsible for the events and allegations set forth in this
27 complaint.

28 9. Plaintiff makes the allegations in this complaint without any admission that, as to

1 any particular allegation, Plaintiff bears the burden of pleading, proving, or persuading and
2 Plaintiff reserves all of Plaintiff's right to plead in the alternative.

3 **FIRST CAUSE OF ACTION**

4 **CIVIL PENALTIES AND WAGES PURSUANT TO THE PRIVATE ATTORNEYS**

5 **GENERAL ACT OF 2004, LABOR CODE SECTION 2698, et seq.**

6 **(Against all Defendants)**

7 10. Plaintiff incorporates all paragraphs above as though fully set forth herein.

8 11. During the period beginning one-year period preceding the sending of the initial
9 notice to the LWDA to the present, Defendants violated Labor Code sections 201, 202, 203, 204,
10 226, 226.7, 512, 1194, 1197, 1198, and Section 15 of the applicable Wage Orders.

11 12. Specifically, Defendants have committed the following violations of California
12 Labor Code:

13 13. **Failure to pay wages for all hours worked at the legal minimum wage:**
14 Defendants employed many of their employees, including Plaintiff, as hourly non-exempt
15 employees. In California, an employer is required to pay hourly employees for all "hours worked,"
16 which includes all time that an employee is under control of the employer and all time the
17 employee is suffered and permitted to work. This includes the time an employee spends, either
18 directly or indirectly, performing services which inure to the benefit of the employer.

19 14. Labor Code sections 1194 and 1197 require an employer to compensate employees
20 for all "hours worked" at least at a minimum wage rate of pay as established by the IWC and the
21 Wage Orders.

22 15. In this case, Plaintiff and other current and former aggrieved California-based
23 hourly non-exempt employees worked more minutes per shift than Defendants credited them with
24 having worked. Specifically, Defendants failed to pay Plaintiff and other current and former
25 aggrieved California-based hourly non-exempt employees all wages at the applicable minimum
26 wage for all hours worked due to Defendants' policies, practices, and/or procedures including, but
27 not limited to:

28 (a) Requiring Plaintiff and other current and former aggrieved California-based hourly

1 non-exempt employees to wash their hands while off-the-clock during meal periods prior to
2 clocking back into work from their meal periods.

3 16. Plaintiff and other current and former aggrieved California-based hourly non-
4 exempt employees were not paid for this time resulting in Defendants' failure to pay minimum
5 wage for all hours Plaintiff and other current and former aggrieved California-based hourly non-
6 exempt employees worked.

7 17. Therefore, Defendants suffered, permitted, and required Plaintiff and other current
8 and former aggrieved California-based hourly non-exempt employees to be subject to Defendants'
9 control without paying wages for that time. This resulted in Plaintiff and other current and former
10 aggrieved California-based hourly non-exempt employees working time for which they were not
11 compensated any wages, in violation of Labor Code sections 1194 and 1197 and the applicable
12 Wage Order.

13 18. **Failure to pay wages to hourly non-exempt employees for workdays that**
14 **Defendants failed to provide legally required and compliant meal periods:** Plaintiff and other
15 current and former aggrieved California-based hourly non-exempt employees regularly worked
16 shifts of more than five (5) hours in length and shifts of more than ten (10) hours in length.

17 19. California law requires an employer to authorize or permit an employee an
18 uninterrupted meal period of no less than thirty (30) minutes in which the employee is relieved of
19 all duties and the employer relinquishes control over the employee's activities prior to the
20 employee's sixth hour of work. Labor Code sections 226.7, 512; Wage Order 6 at §11; *Brinker*
21 *Rest. Corp. v. Super Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004. An employer may not employ an
22 employee for a work period of more than ten (10) hours per day without providing the employee
23 with a second such meal period of not less than thirty (30) minutes prior to the start of the eleventh
24 hour of work. *Id.* If the employee is not relieved of all duty during a meal period, the meal period
25 shall be considered an "on duty" meal period and counted as time worked. A paid "on duty" meal
26 period is only permitted when: (1) the nature of the work prevents an employee from being
27 relieved of all duty; and (2) the parties have a written agreement agreeing to on-duty meal periods.

28 20. If an employer fails to provide an employee a meal period in accordance with the

1 law, the employer must pay the employee one (1) hour of pay at the employee's regular rate of pay
2 for each workday that a legally required and compliant meal period was not provided. Labor Code
3 section 226.7; Wage Order 6 at §11.

4 21. In this case, Defendants failed to authorize or permit legally required and compliant
5 meal periods to Plaintiff and other current and former aggrieved California-based hourly non-
6 exempt employees due to Defendants' policies, practices, and/or procedures, including but not
7 limited to:

8 (a) Requiring Plaintiff and other current and former aggrieved California-based hourly
9 non-exempt employees to wash their hands while off-the-clock during meal periods prior to
10 clocking back into work from their meal periods, resulting in meal periods that were less than
11 thirty (30) minutes.

12 22. Additionally, Plaintiff alleges that Defendants maintained a policy, practice, and/or
13 procedure of failing to compensate Plaintiff and other current and former aggrieved California-
14 based hourly non-exempt employees one (1) hour of pay at their regular rate of pay for each
15 workday that Plaintiff and other current and former aggrieved California-based hourly non-exempt
16 employees did not receive legally required and compliant meal periods, in violation of Labor Code
17 section 226.7.

18 23. Defendants' foregoing policies, practices, and/or procedures resulted in Plaintiff
19 and other current and former aggrieved California-based hourly non-exempt employees not
20 receiving wages to compensate them for workdays during which Defendants did not provide them
21 with meal periods in compliance with California law.

22 24. **Failure to pay wages to hourly non-exempt employees for workdays that**
23 **Defendants failed to provide legally required and compliant rest periods:** Plaintiff and other
24 current and former aggrieved California-based hourly non-exempt employees regularly worked
25 shifts of more than three-and-a-half (3.5) hours.

26 25. California law requires every employer to authorize and permit an employee a rest
27 period of ten (10) net minutes for every four (4) hours worked or major fraction thereof. Labor
28 Code section 226.7; Wage Order 6 at §12. Under California law, "[e]mployees are entitled to 10

1 minutes' rest for shifts from three and one-half to six hours in length, 20 minutes for shifts of more
2 than six hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so
3 on." *Brinker Restaurant Corp. v. Sup. Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004, 1029; Labor Code
4 section 226.7; Wage Order 6 at §12. Rest periods, insofar as practicable, shall be in the middle of
5 each work period. Wage Order 6 at §12. Additionally, the rest period requirement "obligates
6 employers to permit – and authorizes employees to take – off-duty rest periods." *Augustus v. ABM*
7 *Security Services, Inc.*, (2016) 5 Cal.5th 257, 269. That is, during rest periods employers must
8 relieve employees of all duties and relinquish control over how employees spend their time. *Id.*

9 26. If the employer fails to authorize or permit a required rest period, the employer
10 must pay the employee one (1) hour of pay at the employee's regular rate of pay for each workday
11 the employer did not authorize or permit a legally required rest period. Labor Code section 226.7;
12 Wage Order 6 at § 12.

13 27. In this case, Defendants failed to authorize or permit all legally required and
14 compliant rest periods to Plaintiff and other current and former aggrieved California-based hourly
15 non-exempt employees due to Defendants' policies, practices, and/or procedures including, but not
16 limited to:

17 (a) Requiring Plaintiff and other current and former aggrieved California-based hourly
18 non-exempt employees to wash their hands during their rest periods prior to returning to work
19 from their rest periods, resulting in rest periods that were less than a net ten (10) minutes.

20 28. Additionally, Plaintiff alleges that Defendants maintained a policy, practice, and/or
21 procedure of failing to compensate Plaintiff and other current and former aggrieved California-
22 based hourly non-exempt employees with one (1) hour of pay at their regular rate of pay for each
23 workday they did not receive legally required and compliant rest periods, , in violation of Labor
24 Code section 226.7.

25 29. Defendants' foregoing policies, practices, and/or procedures resulted in Plaintiff
26 and other current and former aggrieved California-based hourly non-exempt employees not
27 receiving wages to compensate them for workdays in which Defendants did not provide them with
28 rest periods in compliance with California law.

1 30. **Failure to timely pay earned wages during employment:** In California, wages
2 must be paid at least twice during each calendar month on days designated in advance by the
3 employer as regular paydays, subject to some exceptions. Labor Code section 204(a). Wages
4 earned between the 1st and 15th days, inclusive, of any calendar month must be paid between the
5 16th and the 26th day of that month and wages earned between the 16th and the last day,
6 inclusive, of any calendar month must be paid between the 1st and 10th day of the following
7 month. *Id.* Other payroll periods such as those that are weekly, biweekly, or semimonthly, must be
8 paid within seven (7) calendar days following the close of the payroll period in which wages were
9 earned. Labor Code section 204(d).

10 31. As a derivative of Plaintiff's claims above, Plaintiff alleges that Defendants failed
11 to timely pay Plaintiff's and other current and former aggrieved California-based hourly non-
12 exempt employees' earned wages (including minimum wages, meal period premium wages and/or
13 rest period premium wages), in violation of Labor Code section 204. Defendants' aforementioned
14 policies, practices, and/or procedures resulted in their failure to pay Plaintiff's and other current
15 and former aggrieved California-based hourly non-exempt employees' their earned wages within
16 the applicable time frames outlined in Labor Code section 204.

17 32. **Failure to provide complete and accurate wage statements:** Labor Code section
18 226, subdivision (a). Labor Code section 226(a) provides, *inter alia*, that, upon paying an
19 employee his or her wages, the employer must "furnish each of his or her employees ... an
20 itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the
21 employee, except for any employee whose compensation is solely based on a salary and who is
22 exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of
23 the Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable
24 piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided, that all
25 deductions made on written orders of the employee may be aggregated and shown as one item, (5)
26 net wages earned, (6) the inclusive dates of the pay period for which the employee is paid, (7) the
27 name of the employee and his or her social security number, (8) the name and address of the legal
28 entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and

1 the corresponding number of hours worked at each hourly rate by the employee.”

2 33. As a derivative of Plaintiff’s allegations above, Defendants’ failure to pay Plaintiff
3 and other current and former aggrieved California-based hourly non-exempt employees all wages
4 earned (including minimum wages, meal period premium wages, and/or rest period premium
5 wages) rendered Plaintiff’s and other current and former aggrieved California-based hourly non-
6 exempt employees’ wage statements inaccurate, in violation of Labor Code section 226.

7 34. **Failure to pay employees all wages due at time of termination/resignation:** An
8 employer is required to pay all unpaid wages timely after an employee’s employment ends. The
9 wages are due immediately upon termination (Labor Code section 201) or within seventy-two (72)
10 hours of resignation (Labor Code section 202).

11 35. As a derivative of Plaintiff’s allegations above, because Defendants failed to pay
12 Plaintiff and other current and former aggrieved California-based hourly non-exempt employees
13 all their earned wages (including minimum wages, meal period premium wages, and/or rest period
14 premium wages), Defendants failed to pay those employees timely after each employee’s
15 termination and/or resignation, in violation of Labor Code sections 201, 202, and 203.

16 36. **Failure to maintain temperature providing reasonable comfort:** Labor Code
17 section 1198 requires an employer to comply with the standard conditions of labor for California
18 employees as set forth by the IWC. Section 15 of Wage Order 6, states:

19 (A) The temperature maintained in each work area shall provide reasonable
20 comfort consistent with industry-wide standards for the nature of the process and
the work performed.

21 (B) If excessive heat or humidity is created by the work process, the employer shall
22 take all feasible means to reduce such excessive heat or humidity to a degree
providing reasonable comfort. Where the nature of the employment requires a
23 temperature of less than 60° F., a heated room shall be provided to which
employees may retire for warmth, and such room shall be maintained at not less
24 than 68°.

25 (C) A temperature of not less than 68° shall be maintained in the toilet rooms,
resting rooms, and change rooms during hours of use.

26 (D) Federal and State energy guidelines shall prevail over any conflicting provision
27 of this section.

28 37. California law requires an employer to endeavor to provide a safe and healthy

1 workplace. (California Code of Regulations, title 8, section 3203). Further, Labor Code section
2 6720 required the California Division of Occupational Safety and Health ("Cal/OSHA") to
3 propose an indoor heat illness standard by January 1, 2019. (Labor Code section 6720).
4 Cal/OSHA's draft standard applies its proposed regulations to "all indoor work areas where the
5 temperature equals or exceeds 82 degrees Fahrenheit when employees are present."

6 38. At times during the one (1) year prior to the filing of the PAGA Claim Notice with
7 LWDA, Plaintiff and other current and former hourly non-exempt employees employed by
8 Defendants who worked at or were placed to work at Defendants' warehouse in California were
9 subjected to excessive heat and/or humidity resulting in temperatures equaling or exceeding 82
10 degrees Fahrenheit. Additionally, at times during the one (1) year prior to the filing of notice with
11 LWDA, Defendants failed to provide Plaintiff and other current and former hourly non-exempt
12 employees employed by Employers who worked at or were placed to work at Defendants'
13 warehouse in California with reasonable comfort by maintaining the indoor temperature within the
14 range of industry standards by, *inter alia*, providing adequate air conditioning or ventilation, in
15 violation of Labor Code section 1198 and section 15 of Wage Order 6. Plaintiff contends that it
16 was extremely hot inside Defendants' warehouses and would reach unreasonably high
17 temperatures where he and other current and former aggrieved California-based hourly non-
18 exempt employees performed work.

19 39. Labor Code sections 2699, subdivisions (a) and (g) authorize an aggrieved
20 employee, on behalf of himself or herself and other current or former employees, to bring a civil
21 action to recover civil penalties against all Defendants pursuant to the procedures specified in
22 Labor Code section 2699.3.

23 40. Plaintiff has complied with the procedures for bringing suit specified in Labor
24 Code section 2699.3. On February 1, 2022, Plaintiff filed notice with LWDA and provided notice
25 to Defendants by certified mail which provided notice of the specific provisions of the Labor Code
26 alleged to have been violated, including the facts and theories to support the violations alleged.

27 41. Pursuant to Labor Code section 2699.3, the LWDA must give written notice by
28 certified mail to the parties that it intends to investigate the alleged violations of the Labor Code

1 within 60 days of the date of the complainant's written notice. The LWDA failed to provide the
2 parties notice within 60 days of the date of Plaintiff's letter that the LWDA intends to investigate
3 Plaintiff's claims.

4 42. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff is entitled to recover civil
5 penalties for Defendants' violations of Labor Code sections 201, 202, 203, 204 226, 226.7, 512,
6 1194, 1197, and 1198, during the Civil Penalty Period in the following amounts:

7 a. For violations of Labor Code sections 201, 202, 203, 204, 226.7, 512, and
8 1198; one hundred dollars (\$100) for each aggrieved employee per pay period for the initial
9 violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each
10 subsequent violation [penalty amounts established by Labor Code section 2699(f)(2)].

11 b. For violations of Labor Code section 226, two hundred fifty dollars (\$250)
12 for each employee for each pay period for the initial violation, and for each subsequent violation,
13 one thousand dollars (\$1000) for each underpaid employee for each pay period [penalty amounts
14 established by Labor Code section 226.3].

15 c. For violations of Labor Code section 1194 and 1197, one hundred dollars
16 (\$100) for each underpaid employee for each pay period for the initial violation, and for each
17 subsequent violation, two hundred fifty dollars (\$250) for each underpaid employee for each pay
18 period [penalty amounts established by Labor Code section 1197.1] and any unpaid wages.

19 43. Pursuant to Labor Code section 2699(g), Plaintiff is entitled to an award of
20 reasonable attorney's fees and costs in connection with his claims for civil penalties

21 **PRAYER FOR RELIEF**

22 **WHEREFORE, PLAINTIFF, ON HIS BEHALF AND ON OTHER AGGRIEVED PRAYS**
23 **AS FOLLOWS:**

24 **ON THE FIRST CAUSE OF ACTION:**

25 1. That the Defendants be found to have violated the provisions of the Labor Code
26 and the IWC Wages Orders as to the Plaintiff and aggrieved employees;

27 2. For any and all legally applicable penalties during the relevant statute of limitations
28 subject to any permissible tolling, including but not limited to that recoverable under California

1 Labor Code, including but not limited to sections 2699(f).

2 3. For attorneys' fees and costs of suit, including but not limited to that recoverable
3 under California Labor Code section 2699(g); and,

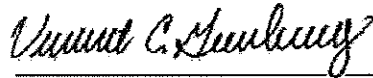
4 4. For such and other further relief, in law and/or equity, as the Court deems just or
5 appropriate

6
7 Dated: October 27, 2022

Respectfully submitted,

LAVI & EBRAHIMIAN, LLP

8
9 By:



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OMAR BEDOLLA

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