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FILED
 Superior Court of California
 County of Los Angeles
10/14/2022

Sherri R. Carter, Executive Officer / Clerk of Court
 By: R. Sanchez Deputy

7
 8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
 9 **FOR THE COUNTY OF LOS ANGELES**

10 JOHNNY RIVAS, individually, and on behalf of
 11 all others similarly situated,

12 Plaintiff,

13 vs.
 14

15 OCEANSIDE LAUNDRY, LLC, a limited
 liability company; EMERALD LOS ANGELES,
 16 LLC, a limited liability company; and DOES 1
 through 10, inclusive,

17 Defendants.
 18

Case No. 22STCV21710

**FIRST AMENDED REPRESENTATIVE
 ACTION COMPLAINT:**

1. Civil Penalties Under PAGA [Cal. Lab.
 Code § 2699, et seq.].

Action Filed: July 6, 2022
 PAGA Notice: July 2, 2022
 Trial Date: None Set

DEMAND FOR JURY TRIAL

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1 Plaintiff Johnny Rivas (“Plaintiff”), based upon facts that either have evidentiary support
2 or are likely to have evidentiary support after a reasonable opportunity for further investigation
3 and discovery, alleges as follows:

4 **INTRODUCTION & PRELIMINARY STATEMENT**

5 1. Plaintiff brings this action against Defendants Oceanside Laundry, LLC, Emerald Los
6 Angeles, LLC, and Does 1 through 10 (collectively referred to as “Defendants”) for California
7 Labor Code violations stemming from Defendants’ failure to pay minimum wages, failure to pay
8 overtime wages, failure to provide meal periods, failure to authorize and permit rest periods, failure
9 to maintain accurate records of hours worked and meal periods, failure to timely pay all wages to
10 terminated employees, failure to indemnify necessary business expenses, and failure to furnish
11 accurate wage statements.

12 2. For over 50 years, California’s courts and legislature have recognized that this State’s
13 wage-and-hour laws serve a compelling public interest of fostering a stable job market. Wages are
14 not ordinary debts. Because of the economic position of the average worker and his or her family,
15 it is essential to the public welfare that employers obey the wage-and-hour laws so that employees
16 are promptly paid the minimum/overtime wages that the Legislature has required for employees.
17 So fundamental are California’s wage-and-hour laws that the Legislature has criminalized certain
18 types of violations. In extending extra protection to deter violations of these underlying statutes—
19 since Plaintiff is not seeking general and/or special damages, restitution or other damages other
20 than civil penalties—California has enacted the PAGA to permit an individual to bring an action
21 for PAGA penalties only, which is the precise and sole nature of this action.

22 3. All non-exempt California employees of Defendants, beginning July 6, 2021, to the
23 present, are “Aggrieved Employees.”

24 4. Plaintiff bring this action against Defendants seeking only to recover penalties on
25 behalf of all Aggrieved Employees that worked for Defendants, and on behalf of the State of
26 California. Plaintiff does not seek to recover anything other than penalties as permitted by
27 California Labor Code Section 2699 at this time. To the extent that statutory violations are
28 mentioned for wage violations, Plaintiff does not seek underlying general and/or special damages

1 for those violations, but simply penalties as permitted by California Labor Code Section 2699,
2 declaratory relief, and injunctive relief for himself and all aggrieved employees as permitted by
3 the PAGA.

4 5. Defendants own/owned and operate/operated an industry, business, and establishment
5 within the State of California, including Los Angeles County. As such, and based upon all the facts
6 and circumstances incident to Defendants' business in California, Defendants are subject to the
7 California Labor Code, Wage Orders issued by the Industrial Welfare Commission ("IWC"), and
8 the California Business & Professions Code.

9 6. Despite these requirements, throughout the statutory period Defendants maintained a
10 systematic, company-wide policy and practice of:

- 11 (a) Failing to pay employees for all hours worked, including all minimum
12 wages, and overtime wages in compliance with the California Labor Code
13 and IWC Wage Orders;
- 14 (b) Failing to provide employees with timely and duty-free meal periods in
15 compliance with the California Labor Code and IWC Wage Orders, failing
16 to maintain accurate records of all meal periods taken or missed, and
17 failing to pay an additional hour's pay for each workday a meal period
18 violation occurred;
- 19 (c) Failing to authorize and permit employees to take timely and duty-free rest
20 periods in compliance with the California Labor Code and IWC Wage
21 Orders, and failing to pay an additional hour's pay for each workday a rest
22 period violation occurred;
- 23 (d) Failing to indemnify employees for necessary business expenses incurred;
- 24 (e) Willfully failing to pay employees all minimum wages, overtime wages,
25 meal period premium wages, and rest period premium wages due within
26 the time period specified by California law when employment terminates;
27 and
- 28 (f) Failing to maintain accurate records of the hours that employees worked.

(g) Failing to provide employees with accurate, itemized wage statements containing all the information required by the California Labor Code and IWC Wage Orders.

7. On information and belief, Defendants, and each of them were on actual and constructive notice of the improprieties alleged herein and intentionally refused to rectify their unlawful policies. Defendants' violations, as alleged above, during all relevant times herein were willful and deliberate.

8. At all relevant times, Defendants were and are legally responsible for all of the unlawful conduct, policies, practices, acts and omissions as described in each and all of the foregoing paragraphs as the employer of Plaintiff and the Aggrieved Employees. Further, Defendants are responsible for each of the unlawful acts or omissions complained of herein under the doctrine of "respondeat superior".

THE PARTIES

A. Plaintiff

9. Plaintiff is a California resident that worked for Defendants in the County of Los Angeles, State of California, as a driver from approximately October 2021 to March 2022.

10. Plaintiff reserves the right to seek leave to amend this complaint to add new plaintiffs, if necessary, in order to establish suitable representative(s) pursuant to *La Sala v. American Savings and Loan Association* (1971) 5 Cal.3d 864, 872, and other applicable law.

B. Defendants

11. Plaintiff are informed and believe, and based upon that information and belief allege, that Defendants are:

(h) Limited liability companies with their principal places of business in Los Angeles, California;

(i) A Business entity conducting business in numerous counties throughout the State of California, including in Los Angeles County;

(j) The former employer of Plaintiff, and the current and/or former employer of the putative Aggrieved Employees. Defendants suffered and permitted

1 Plaintiff and the Aggrieved Employees to work, and/or controlled their
2 wages, hours, or working conditions; and

3 (k) At all times mentioned herein, Defendants are and were the joint employers
4 of Plaintiff and the Aggrieved Employees.

5 12. Plaintiff does not currently know the true names or capacities of the persons or entities sued
6 herein as Does 1-10, inclusive, and therefore sues said Defendants by such fictitious names. Each
7 of the Doe Defendants was in some manner legally responsible for the damages suffered by
8 Plaintiff and the Aggrieved Employees as alleged herein. Plaintiff will amend this complaint to
9 set forth the true names and capacities of these Defendants when they have been ascertained,
10 together with appropriate charging allegations, as may be necessary.

11 13. At all times mentioned herein, the Defendants named as Does 1-10, inclusive, and each of
12 them, were residents of, doing business in, availed themselves of the jurisdiction of, and/or injured
13 a significant number of the Plaintiff and the Aggrieved Employees in the State of California.

14 14. Plaintiff is informed and believes and thereon alleges that at all relevant times each
15 Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff and the
16 Aggrieved Employees, and exercised control over their wages, hours, and working conditions.
17 Plaintiff is informed and believes and thereon alleges that, at all relevant times, each Defendant
18 was the principal, agent, partner, joint venturer, officer, director, controlling shareholder,
19 subsidiary, affiliate, parent corporation, successor in interest and/or predecessor in interest of some
20 or all of the other Defendants, and was engaged with some or all of the other Defendants in a joint
21 enterprise for profit, and bore such other relationships to some or all of the other Defendants so as
22 to be liable for their conduct with respect to the matters alleged below. Plaintiff is informed and
23 believes and thereon alleges that each Defendants acted pursuant to and within the scope of the
24 relationships alleged above, that each Defendant knew or should have known about, and
25 authorized, ratified, adopted, approved, controlled, aided and abetted the conduct of all other
26 Defendants.

27 **ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

28 15. Plaintiff is a California resident who worked for Defendants in the County of Los Angeles,

1 State of California, as a driver from approximately October 2021 to March 2022. During the
2 statutory period, Defendants classified Plaintiff as non-exempt from California's overtime
3 requirements, and paid Plaintiff an hourly wage.

4 16. Throughout the statutory period, Defendants failed to pay Plaintiff for all hours worked
5 (including minimum wages and overtime wages), failed to provide Plaintiff with uninterrupted
6 meal periods, failed to authorize and permit Plaintiff to take uninterrupted rest periods, failed to
7 indemnify Plaintiff for necessary business expenses, failed to timely pay all final wages to Plaintiff
8 when Defendants terminated Plaintiff's employment, and failed to furnish accurate wage
9 statements to Plaintiff. As discussed below, Plaintiff's experience working for Defendants was
10 typical and illustrative.

11 17. Throughout the statutory period, Defendants maintained a policy and practice of not paying
12 Plaintiff and the Aggrieved Employees for all hours worked, including all overtime wages. Plaintiff
13 and the Aggrieved Employees received non-discretionary bonuses, gift cards, incentive pay, and
14 other remuneration. However, Defendants failed to incorporate all remuneration when calculating
15 the overtime rate of pay and sick pay rate of pay. Also throughout the statutory period, Plaintiff
16 and the Aggrieved Employees occasionally worked off the clock, and uncompensated. For
17 example, Plaintiff and the Aggrieved Employees were required to arrive to work early in order to
18 prepare for the day's work, off the clock and uncompensated. Further, at the end of the shift,
19 Plaintiff and the Aggrieved Employees sometimes continued to work after clocking out of work,
20 which included vehicle checks, reporting mileage, completing logs, and discussions with
21 supervisors. Plaintiff and the Aggrieved Employees were also sometimes required to use their own
22 personal cellular telephones both on the clock and off the clock, sometimes uncompensated.
23 Plaintiff and the Aggrieved Employees would also use their cellular telephones for work purposes
24 during breaks, leading to interrupted breaks, some of which uncompensated. Further, Plaintiff and
25 the Aggrieved Employees were required to read books relating to training and orientation while
26 off the clock, and uncompensated. Also throughout the statutory period, Plaintiff and the
27 Aggrieved Employees were sometimes required to arrive at work, only to be asked to return home
28 for various reasons without being paid reporting time pay, leading to underpayment of wages. Also

1 throughout the statutory period, Plaintiff and the Aggrieved Employees worked an alternative
2 workweek schedule, but Defendants failed to comply with all requirements for an alternative
3 workweek schedule, leading to underpayment of wages, including overtime and double-time
4 compensation. In maintaining a practice of not paying all wages owed, Defendants failed to
5 maintain accurate records of the hours Plaintiff and the Aggrieved Employees worked.

6 18. Throughout the statutory period, Defendants have wrongfully failed to provide Plaintiff and
7 the Aggrieved Employees with legally compliant meal periods. Defendants sometimes, but not
8 always, required Plaintiff and the Aggrieved Employees to work in excess of five consecutive
9 hours a day without providing 30-minute, continuous and uninterrupted, duty-free meal period for
10 every five hours of work, or without compensating Plaintiff and the Aggrieved Employees for meal
11 periods that were not provided by the end of the fifth hour of work or tenth hour of work.
12 Defendants also did not adequately inform Plaintiff and the Aggrieved Employees of their right to
13 take a meal period by the end of the fifth hour of work, or, for shifts greater than 10 hours, by the
14 end of the tenth hour of work. Defendants also failed to accurately record meal periods.
15 Accordingly, Defendants' policy and practice was to not provide meal periods to Plaintiff and the
16 Aggrieved Employees in compliance with California law.

17 19. Throughout the statutory period, Defendants have wrongfully failed to authorize and permit
18 Plaintiff and the Aggrieved Employees to take timely and duty-free rest periods. Defendants
19 sometimes, but not always, required Plaintiff and the Aggrieved Employees to work in excess of
20 four consecutive hours a day without Defendants authorizing and permitting them to take a 10-
21 minute, continuous and uninterrupted, rest period for every four hours of work (or major fraction
22 of four hours), or without compensating Plaintiff and the Aggrieved Employees for rest periods
23 that were not authorized or permitted. Defendants also did not adequately inform Plaintiff and the
24 Aggrieved Employees their right to take a rest period. Moreover, Defendants did not have adequate
25 policies or practices permitting or authorizing rest periods for Plaintiff and the Aggrieved
26 Employees, nor did Defendants have adequate policies or practices regarding the timing of rest
27 periods. Defendants also did not have adequate policies or practices to verify whether Plaintiff
28 and the Aggrieved Employees were taking their required rest periods. Further, Defendants did not

1 maintain accurate records of employee work periods, and therefore Defendants cannot demonstrate
2 that Plaintiff and the Aggrieved Employees took rest periods during the middle of each work
3 period. Plaintiff and the Aggrieved Employees were also not permitted to leave the premises during
4 rest breaks. Accordingly, Defendants' policy and practice was to not authorize and permit Plaintiff
5 and the Aggrieved Employees to take rest periods in compliance with California law.

6 20. Throughout the statutory period, Defendants wrongfully required Plaintiff and the
7 Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for
8 Defendants without reimbursement, including the use of personal cellular telephones for work
9 purposes, without reimbursement. Also, Plaintiff and the Aggrieved Employees were required to
10 maintain their own uniforms without reimbursement.

11 21. Throughout the statutory period, Defendants willfully failed and refused to timely pay
12 Plaintiff and the Aggrieved Employees at the conclusion of their employment all wages for all
13 minimum wages, overtime wages, meal period premium wages, and rest period premium wages.

14 22. Throughout the statutory period, Defendants failed to furnish Plaintiff and the Aggrieved
15 Employees with accurate, itemized wage statements showing all applicable hourly rates, and all
16 gross and net wages earned (including correct hours worked, correct wages earned for hours
17 worked, correct overtime hours worked, correct wages for meal periods that were not provided in
18 accordance with California law, correct wages for rest periods that were not authorized and
19 permitted to take in accordance with California law, and Defendant's address). Further, the wage
20 statements do not show Defendant's address as required by California law. As a result of these
21 violations of California Labor Code § 226(a), the Plaintiff and the Aggrieved Employees suffered
22 injury because, among other things:

- 23 (l) the violations led them to believe that they were not entitled to be paid
24 minimum wages, overtime wages, meal period premium wages, and rest
25 period premium wages to which they were entitled, even though they were
26 entitled;

- 1 (m) the violations led them to believe that they had been paid the minimum,
2 overtime, meal period premium, and rest period premium wages, even
3 though they had not been;
- 4 (n) the violations led them to believe they were not entitled to be paid
5 minimum, overtime, meal period premium, and rest period premium wages
6 at the correct California rate even though they were;
- 7 (o) the violations led them to believe they had been paid minimum, overtime,
8 meal period premium, and rest period premium wages at the correct
9 California rate even though they had not been;
- 10 (p) the violations hindered them from determining the amounts of minimum,
11 overtime, meal period premium, and rest period premium owed to them;
- 12 (q) in connection with their employment before and during this action, and in
13 connection with prosecuting this action, the violations caused them to have
14 to perform mathematical computations to determine the amounts of wages
15 owed to them, computations they would not have to make if the wage
16 statements contained the required accurate information;
- 17 (r) by understating the wages truly due them, the violations caused them to
18 lose entitlement and/or accrual of the full amount of Social Security,
19 disability, unemployment, and other governmental benefits;
- 20 (s) the wage statements inaccurately understated the wages, hours, and wages
21 rates to which Plaintiff and the Aggrieved Employees were entitled, and
22 Plaintiff and the Aggrieved Employees were paid less than the wages and
23 wage rates to which they were entitled.

24 Thus, Plaintiff and the Aggrieved Employees are owed the amounts provided for in California
25 Labor Code § 226(e), including actual damages.

26 **FIRST CAUSE OF ACTION**

27 **(Against all Defendants for Failure to Pay Minimum Wages for All Hours Worked)**

28 23. Plaintiff incorporates by reference and re-allege as if fully stated herein paragraphs 1

1 through 22 in this First Amended Complaint.

2 24. At all times herein mentioned, Defendants were subject to the Labor Code of the State of
3 California and the applicable Industrial Welfare Commission Orders.

4 25. California Labor Code § 2699(a) specifically provides for a private right of action to
5 recover penalties for violations of the Labor Code: “Notwithstanding any other provision of law,
6 any provision of this code that provides for a civil penalty to be assessed and collected by the Labor
7 and Workforce Development Agency or any of its departments, divisions, commissions, boards,
8 agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a
9 civil action brought by an aggrieved employee on behalf of himself or herself and other current or
10 former employees pursuant to the procedures specified in Section 2699.3.”

11 26. Plaintiff has exhausted his administrative remedies pursuant to California Labor Code §
12 2699.3. On July 2, 2022, Plaintiff gave written notice by online filing to the Labor and Workforce
13 Development Agency and by certified mail to Defendants of the specific provisions of the Labor
14 Code that Defendants have violated against Plaintiff and current and former Aggrieved Employees,
15 including the facts and theories to support the violations. At the time of this filing, 65 days has
16 elapsed since Plaintiff provided notice, but the Labor and Workforce Development Agency has not
17 indicated that it intends to investigate Defendants’ Labor Code violations discussed in the notice.
18 Accordingly, Plaintiff may commence a civil action to recover penalties under Labor Code § 2699
19 pursuant to § 2699.3 for the violations of the Labor Code described in this Complaint. These
20 penalties include, but are not limited to, penalties under California Labor Code §§ 210, 226.3, 558,
21 1197.1, and 2699(f)(2).

22 27. In addition, Plaintiff seeks penalties for Defendants’ violation of California Labor Code §
23 1174(d). Pursuant to California Labor Code § 1174.5, any person, including any entity, employing
24 labor who willfully fails to maintain accurate and complete records required by California Labor
25 Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable IWC Order §
26 7(A)(3), every employer shall keep time records showing when the employee begins and ends each
27 work period. Meal periods, and total hours worked daily shall also be recorded. Additionally,
28 pursuant to the applicable IWC Order § 7(A)(5), every employer shall keep total hours worked in

1 the payroll period and applicable rates of pay.

2 28. During the time period of employment for Plaintiff and the Aggrieved Employees,
3 Defendants failed to maintain records pursuant to the Labor Code and IWC Orders by failing to
4 maintain accurate records showing meal periods, and accurate records showing when employees
5 begin and end each work period. Defendants' failure to provide and maintain records required by
6 the Labor Code IWC Wage Orders deprived Plaintiff and the Aggrieved Employees the ability to
7 know, understand and question the accuracy and frequency of meal periods, and the accuracy of
8 their hours worked stated in Defendants' records. Therefore, Plaintiff and the Aggrieved
9 Employees had no way to dispute the resulting failure to pay wages, all of which resulted in an
10 unjustified economic enrichment to Defendants. As a direct result, Plaintiff and the Aggrieved
11 Employees have suffered and continue to suffer, substantial losses related to the use and enjoyment
12 of such wages, lost interest on such wages and expenses and attorney's fees in seeking to compel
13 Defendants to fully perform its obligation under state law, all to their respective damage in amounts
14 according to proof at trial. Because of Defendants' knowing failure to comply with the Labor Code
15 and applicable IWC Wage Orders, Plaintiff and the Aggrieved Employees have also suffered an
16 injury in that they were prevented from knowing, understanding, and disputing the wage payments
17 paid to them.

18 29. Based on the conduct described in this First Amended Complaint, Plaintiff is entitled to
19 an award of civil penalties on behalf of himself, the State of California, and similarly Aggrieved
20 Employees of Defendants. The exact amount of the applicable penalties, in all, is in an amount to
21 be shown according to proof at trial. These penalties are in addition to all other remedies permitted
22 by law.

23 30. In addition, Plaintiff seeks an award of reasonable attorney's fees and costs pursuant to
24 California Labor Code § 2699(g)(1), which states, "Any employee who prevails in any action shall
25 be entitled to an award of reasonable attorney's fees and costs."

26 ///

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1 **PRAYER FOR RELIEF**

2 Plaintiff, on behalf of himself, the State of California, and similarly Aggrieved Employees
3 of Defendants, prays for relief and judgment against Defendants, jointly and severally, as follows:

4 **As to the First Cause of Action**

5 1. That the Court declare, adjudge and decree that Defendants violated the California Labor
6 Code by failing to pay wages for all hours worked (including minimum and overtime wages),
7 failing to provide meal periods, failing to maintain accurate records of meal periods, failing to
8 authorize and permit rest periods, failing to maintain accurate records of all hours worked and meal
9 periods, failing to reimburse business expenses, failing to pay final wages at termination, and
10 failing to furnish accurate wage statements;

11 2. For all civil penalties pursuant to California Labor Code § 2699, et seq., and all other
12 applicable Labor Code provisions;

13 3. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor
14 Code § 2699;

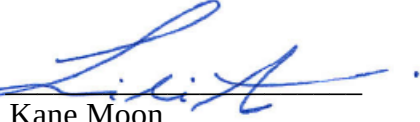
15 4. For such other and further relief as the Court may deem equitable and appropriate.

16 Respectfully submitted,

17
18 Dated: October 10, 2022

Respectfully submitted,

19 MOON & YANG, APC

20
21 By: 
22 Kane Moon
23 Lilit Ter-Astvatsatryan
24 Attorneys for Plaintiff
25
26
27
28

DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury as to all causes of action triable by jury.

Dated: October 10, 2022

MOON & YANG, APC

By: 

Kane Moon

Lilit Ter-Astvatsatryan

Attorneys for Plaintiff

1 **PROOF OF SERVICE**

2 **STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

3 I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not
4 a party to the within suit; my business address is 1055 W. 7th Street, Suite 1880, Los Angeles, CA 90017.

5 On the date indicated below, I served the document described as: **FIRST AMENDED**
6 **REPRESENTATIVE ACTION COMPLAINT** on the interested parties in this action by sending []
7 the original [or] [✓] a true copy thereof [✓] to interested parties as follows [or] [] as stated on the
8 attached service list:

9 Alison Lynch
10 James Carter
11 Kelli M. Dreger
12 **Jackson Lewis P.C.**
13 200 Spectrum Center Dr. Suite 500
14 Irvine, CA 92618
15 Alison.Lynch@jacksonlewis.com
16 James.Carter@jacksonlewis.com
17 Kelli.Dreger@jacksonlewis.com

18 *Attorneys for Defendants Oceanside Laundry, LLC and Emerald Los Angeles, LLC*

19 [✓] **BY U.S. MAIL:** I deposited such envelope in the mail at Los Angeles, California. The
20 envelope was mailed with postage thereon fully prepaid. I am “readily familiar” with the
21 firm’s practice of collection and processing correspondence for mailing. Under that practice
22 it would be deposited with U.S. postal service on that same day with postage thereon fully
23 prepaid at Los Angeles, California in the ordinary course of business. I am aware that on
24 motion of the party served, service is presumed invalid if postal cancellation date or postage
25 meter date is more than one day after date of deposit for mailing in affidavit.

26 I declare under penalty of perjury under the laws of the State of California that the foregoing is
27 true and correct. Executed this **October 10, 2022** at Los Angeles, California.

28
Ivette Hernandez
Type or Print Name


Signature