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MARIA VENTURA

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

MARIA VENTURA, on behalf of herself
and all others similarly situated,

Plaintiff,

vs.

BRAUN LINEN SERVICE, INC., a
California corporation; and DOES 1
through 100, inclusive,

Defendants.

CLAUDIA GONZALZEEZ, as an individual
and on behalf of all others similarly
situated,

Plaintiff,

vs.

BRAUN LINEN SERVICE, INC., a
California corporation; and DOES 1
through 100, inclusive,

Defendants.

Case No. 24STCV23275 (Lead Case)
Case No. 25STCV10755

**CONSOLIDATED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT FOR:**

- (1) **MINIMUM WAGE VIOLATIONS
(LABOR CODE §§ 204, 558, 1182.12,
1194, 1194.2, 1197, 1198);**
- (2) **FAILURE TO PAY OVERTIME WAGES
(LABOR CODE §§ 204, 510, 558, 1194,
1198);**
- (3) **MEAL PERIOD VIOLATIONS (LABOR
CODE §§ 226.7, 512, 1198);**
- (4) **REST PERIOD VIOLATIONS (LABOR
CODE §§ 226.7, 516, 1198);**
- (5) **WAITING TIME PENALTIES (LABOR
CODE §§ 201-203);**
- (6) **FAILURE TO PROVIDE ACCURATE,
ITEMIZED WAGE STATEMENTS
(LABOR CODE § 226 *et seq.*);**
- (7) **UNFAIR COMPETITION (BUS. &
PROF. CODE § 17200, *et seq.*); and**
- (8) **CIVIL PENALTIES UNDER THE
LABOR CODE PRIVATE ATTORNEYS
GENERAL ACT OF 2004 (LABOR
CODE § 2698 *et seq.*)**

**DEMAND FOR JURY TRIAL
UNLIMITED CIVIL CASE**

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Attorneys for Plaintiff
CLAUDIA GONZALEZ

1 Plaintiffs Maria Ventura and Claudia Gonzalez (“Plaintiffs”), on behalf of themselves and
2 all others similarly situated, hereby bring this Consolidated Class and Representative Action
3 Complaint against Braun Linen Service, Inc., a California corporation; and Does 1 through 100,
4 inclusive (collectively, “Defendants”), and on information and belief allege as follows:

5 **JURISDICTION**

6 1. Plaintiffs, on behalf of themselves and all others similarly situated, hereby bring
7 this class action for recovery of unpaid wages and penalties under California Business and
8 Professions Code section 17200, *et. seq.*; Labor Code sections 201-204, 226, 226.7, 510, 512,
9 516, 558, 1182.12, 1194, 1197, 1198; 2698 *et seq.*; and Industrial Welfare Commission Wage
10 Order No. 6 (“Wage Order 6”), in addition to seeking declaratory relief and restitution. This class
11 action is brought pursuant to California Code of Civil Procedure section 382. This Court has
12 jurisdiction over Defendants’ violations of the California Labor Code because the amount in
13 controversy exceeds this Court’s jurisdictional minimum.

14 **VENUE**

15 2. Venue is proper in this judicial district pursuant to California Code of Civil
16 Procedure §§ 395(a) and 395.5, as at least some of the acts and omissions complained of herein
17 occurred in Los Angeles County. Defendants own, maintain offices, transact business, have an
18 agent or agents within Los Angeles County, and/or otherwise are found within Los Angeles
19 County, and Defendants are within the jurisdiction of this Court for purposes of service of process.

20 **PARTIES**

21 3. Plaintiffs are individuals over the age of eighteen (18). At all relevant times herein,
22 Plaintiffs were, and currently are, California residents. During the four years immediately
23 preceding the filing of this action and within the statute of limitations periods applicable to each
24 cause of action pled herein, Plaintiffs were employed by Defendants as non-exempt employees.
25 Plaintiffs were, and are, victims of Defendants’ policies and/or practices complained of herein,
26 lost money and/or property, and has been deprived of the rights guaranteed by California Labor
27 Code §§ 201-204, 226, 226.7, 510, 512, 516, 558, 1182.12, 1194, 1197, 1198; 2698 *et seq.*;
28 California Business & Professions Code § 17200, *et seq.* (Unfair Competition), and Wage Order

1 6, which sets employment standards for employees in the laundry, linen supply, dry cleaning and
2 dyeing industry, which includes any business operated for the purpose of washing, ironing,
3 cleaning, etc. of articles or fabrics, including clothing and linens.

4 4. Plaintiffs are informed and believe, and based thereon allege, that during the four
5 years preceding the filing of this lawsuit and continuing to the present, Defendants did (and do)
6 business as a linen supplier, and that they employed Plaintiffs and other similarly situated non-
7 exempt employees within Los Angeles County and the state of California.

8 5. Plaintiffs do not know the true names or capacities, whether individual, partner, or
9 corporate, of the defendants sued herein as DOES 1 through 100, and for that reason, said
10 defendants are sued under such fictitious names, and Plaintiffs will seek leave from this Court to
11 amend this Complaint when such true names and capacities are discovered. Plaintiffs are informed
12 and believe, and thereon allege, that each of said fictitious defendants, whether individual,
13 partners, or corporate, were responsible in some manner for the acts and omissions alleged herein,
14 and proximately caused Plaintiffs and the Classes (as defined in Paragraph 17) to be subject to
15 the unlawful employment practices, wrongs, injuries, and damages complained of herein.

16 6. Plaintiffs are informed and believe, and based thereon allege, that at all times
17 mentioned herein, Defendants were and are the employers of Plaintiffs and all Class members.

18 7. At all times herein mentioned, each of said Defendants participated in the acts
19 herein alleged to have been done by the named Defendants; and furthermore, the Defendants, and
20 each of them, were the agents, servants, and employees of each of the other Defendants, as well
21 as the agents of all Defendants, and at all times herein mentioned were acting within the course
22 and scope of said agency and employment. Defendants, and each of them, approved of, condoned,
23 and/or otherwise ratified each of the acts or omissions alleged herein.

24 8. At all times mentioned herein, Defendants, and each of them, were members of
25 and engaged in a joint venture, partnership, and common enterprise, and acting within the course
26 and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further,
27 Plaintiffs allege that all Defendants were joint employers for all purposes of Plaintiffs and all
28 Class Members (as defined in Paragraph 17).

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10. Plaintiff Gonzalez, a current non-exempt employee, has been employed by Defendants since approximately June 2021. Plaintiff Gonzalez's job title is Laundromat Worker, and her primary duty is folding towels. She was generally scheduled to work Monday through Friday from 3:00 a.m. to 11:30 a.m. Plaintiff Gonzalez works at Defendant's Paramount location.

12. Plaintiffs and other non-exempt employees also were not provided by Defendants with legally compliant meal periods. Defendants utilized a bell system for meal periods which caused employees to take less than a full 30 minutes of off-duty time for meal periods.

Specifically, Defendants would ring a bell at the beginning of the 30-minute meal period, and then Plaintiffs' and other non-exempt employees' meal periods were regularly cut short by approximately two (2) minutes because a warning bell would ring to tell employees to return to work on or about twenty-eight (28) minutes after the bell signifying the beginning of the meal period, and again at the 30-minute mark, by which time employees were required to back at their work stations, ready to work. Thus, employees spent the last 2 minutes of their meal period returning to their work stations rather than off-duty. This resulted not only in meal periods that were less than 30 minutes (and thus non-compliant), but also in the non-payment of wages for those minutes when Plaintiffs and other employees were required to return to their work stations rather than remaining off-duty.

13. Further, when Plaintiffs and other non-exempt employees worked shifts in excess of 10.0 hours, Defendants did not provide a second duty-free 30-minute meal period. On occasions when Plaintiffs did not receive all legally compliant meal periods, Defendants did not pay the meal period premium wages required by Labor Code § 226.7. Upon information and belief, during at least a portion of the relevant time period, Defendants did not maintain any pay code for the payment of meal period premiums when they failed to provide Plaintiffs and other non-exempt employees with legally compliant meal periods.

14. Plaintiffs and other non-exempt employees were also not authorized and permitted to take all required rest periods, as Defendants' rest period policies/practices fail to authorize and permit a net 10-minute rest period for every four hours worked, or major fraction thereof. Similar to meal periods, Plaintiffs' and other non-exempt employees' rest periods were regularly cut short by approximately two (2) minutes because a warning bell would ring to tell employees to return to work on or about eight (8) minutes into their rest periods. In addition, on occasions when Plaintiffs and other non-exempt employees worked shifts in excess of 10.0 hours, Defendants did not provide a third rest period. Further, on those occasions when Plaintiffs were not authorized and permitted to take all legally-compliant rest periods to which they were entitled, Defendants failed to compensate Plaintiffs with the required rest period premium for each workday in which they experienced a rest period violation as mandated by Labor Code § 226.7. Upon information

and belief, during at least a portion of the relevant time period, Defendants did not maintain any pay code for the payment of rest period premiums when they failed to authorize and permit Plaintiffs and other non-exempt employees all legally compliant rest periods.

15. As a result of Defendants' failure to pay all wages (including but not limited to minimum and overtime wages and meal and rest period premiums), Defendants failed to pay all wages to Plaintiff Ventura and other former non-exempt employees at the separation of their employment.

16. As a result of Defendants' failure to pay all minimum and overtime wages, as well as meal and rest period premium wages, Defendants maintained inaccurate payroll records and issued inaccurate wage statements to Plaintiff Gonzalez and other non-exempt employees.

CLASS ACTION ALLEGATIONS

17. Class Definitions: Plaintiffs bring this action on behalf of themselves and the following Classes pursuant to Section 382 of the Code of Civil Procedure:

a. The Minimum Wage Class consists of all of Defendants' current and former non-exempt employees in California who were (i) subject to Defendants' timekeeping and payroll practices, and/or (ii) subject to Defendants' meal period practices, at any time from four years immediately preceding the filing of this action through the present;

b. The Overtime Class consists of all of the Defendants' current and former non-exempt employees in California who were paid an hourly rate less than 30% greater than the state minimum wage, worked more than 8.0 hours in a workday and/or over 40.0 hours in a workweek, and were (i) subject to Defendants' timekeeping and payroll practices, and/or (ii) subject to Defendants' meal period practices, at any time from four years immediately preceding the filing of this action to the present.

c. The Meal Period Class consists of all of Defendants' current and former non-exempt employees in California who worked at least one shift in excess of 5.0 hours, and/or at least one shift in excess of 10.0 hours, at any time from four years immediately preceding the filing of this action through the present.

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1 d. The Rest Period Class consists of all of Defendants' current and former non-
2 exempt employees in California who worked at least one shift of over 3.5 hours, at any
3 time from four years immediately preceding the filing of this action through the present.

4 e. The Waiting Time Class consists of all members of the Minimum Wage Class,
5 Overtime Class, Meal Period Class, and/or Rest Period Class, who are no longer employed
6 by Defendants and whose employment with Defendants ended at any time from three years
7 immediately preceding the filing of this action through the present.

8 f. The Wage Statement Class consists of all members of the: (i) Minimum Wage
9 Class; (ii) Overtime Class; (iii) Meal Period Class; and/or (iv) Rest Period Class during the
10 one year immediately preceding the filing of this action through the present.

11 g. The UCL Class consists of members of (i) Minimum Wage Class; (ii) Overtime
12 Class; (iii) Meal Period Class, and/or (iv) Rest Period Class; during the four years
13 immediately preceding the filing of this action through the present.

14 18. **Numerosity/Ascertainability:** The members of the Classes are so numerous that
15 joinder of all members would be impracticable. The membership of the Classes is unknown to
16 Plaintiff at this time; however, it is estimated that the Classes number greater than 50 individuals
17 in each Class. The identity of such membership is ascertainable via Defendants' records.

18 19. **Common Questions of Law and Fact Predominate/Well Defined Community**
19 **of Interest:** There are common questions of law and fact as to Plaintiff and all other similarly
20 situated employees, which predominate over questions affecting only individual members
21 including, without limitation to:

- 22 i. Whether Defendants' paid the Overtime Class properly for all overtime
23 work performed;
- 24 ii. Whether Defendants paid Minimum Wage Class members at least the
25 applicable minimum wage for each hour worked;
- 26 iii. Whether Defendants provided legally compliant meal periods to members
27 of the Meal Period Class;

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- 1 iv. Whether Defendants authorized and permitted legally compliant rest
2 periods to members of the Rest Period Class;
- 3 v. Whether Defendants paid all wages due to members of the Waiting Time
4 Class at the time of separation of employment;
- 5 vi. Whether Defendants furnished legally compliant wage statements to
6 members of the Wage Statement Class pursuant to Labor Code § 226; and
- 7 vii. Whether Defendants engaged in unlawful, unfair, illegal, and/or deceptive
8 business practices by and through the wage and hour policies and practices
9 described above, and whether as a result Defendants owe the classes
10 restitution.

11 20. **Predominance of Common Questions:** Common questions of law and fact
12 predominate over questions that affect only individual Class members. The common questions of
13 law set forth above are numerous and substantial and stem from Defendants' policies and/or
14 practices applicable to each Class member, such as Defendants' timekeeping, payroll, overtime,
15 meal period, rest period, wage statement, and final wage policies/practices. As such, the common
16 questions predominate over individual questions concerning each individual class member's
17 showing as to his or her eligibility for recovery or as to the amount of his or her damages.

18 21. **Typicality:** Plaintiffs' claims are typical of the claims of the Classes because
19 Plaintiffs were employed by Defendants as non-exempt employees in California during the
20 statute(s) of limitation applicable to each cause of action pled in the Complaint in this action. As
21 alleged herein, Plaintiffs, like the members of the Classes, were deprived of all earned minimum
22 wages and overtime wages, were subject to Defendants' uniform meal and rest period
23 policies/practices, were subject to Defendants' wage statement practices, and Plaintiff Ventura
24 was deprived of all final wages upon her separation of employment.

25 22. **Adequacy of Representation:** Plaintiffs are fully prepared to take all necessary
26 steps to represent fairly and adequately the interests of the members of the Classes. Moreover,
27 Plaintiffs' attorneys are ready, willing, and able to fully and adequately represent the members of
28 the Classes and Plaintiffs. Plaintiffs' attorneys have prosecuted numerous wage-and-hour class

1 actions in state and federal courts in the past and are committed to vigorously prosecuting this
2 action on behalf of the members of the Classes.

3 23. **Superiority:** The California Labor Code is broadly remedial in nature and serves
4 an important public interest in establishing minimum working conditions and standards in
5 California. These laws and labor standards protect the average working employee from
6 exploitation by employers who have the responsibility to follow the laws and who may seek to
7 take advantage of superior economic and bargaining power in setting onerous terms and
8 conditions of employment. The nature of this action and the format of laws available to Plaintiffs
9 and members of the Classes make the class action format a particularly efficient and appropriate
10 procedure to redress the violations alleged herein. If each employee were required to file an
11 individual lawsuit, Defendants would necessarily gain an unfair advantage, as they would be able
12 to exploit and overwhelm the limited resources of each individual plaintiff with their vastly
13 superior financial and legal resources. Moreover, requiring each member of the Classes to pursue
14 an individual remedy would discourage the assertion of lawful claims by employees who would
15 be disinclined to file an action against their former and/or current employer for real and justifiable
16 fear of retaliation and permanent damages to their careers at subsequent employment. Further, the
17 prosecution of separate actions by individual class members would create a substantial risk of
18 inconsistent or varying verdicts or adjudications with respect to the individual class members
19 against Defendants herein; and which would establish potentially incompatible standards of
20 conduct for Defendants. Further, the claims of the individual members of the Classes are not
21 sufficiently large to warrant vigorous individual prosecution considering all of the concomitant
22 costs and expenses attending thereto. As such, the Classes identified in Paragraph 17 are
23 maintainable under Code Civ. Proc. § 382 of the Code of Civil Procedure.

24 **FIRST CAUSE OF ACTION**

25 **MINIMUM WAGE VIOLATIONS**

26 **(BY ALL PLAINTIFFS AGAINST ALL DEFENDANTS)**

27 24. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

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1 25. Wage Order 6, § 4 and Labor Code §§ 1197 and 1182.12 establish employees'
2 right to be paid minimum wages for all hours worked in amounts set by state law. Labor Code §§
3 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal minimum wage
4 as required by Labor Code § 1197 may recover the unpaid balance together with attorneys' fees,
5 costs of suit, liquidated damages in an amount equal to the unpaid wages, and interest.

6 26. At all relevant times, Defendants failed to conform their pay practices to the
7 requirements of the law by failing to pay Plaintiffs and the Minimum Wage Class for all hours
8 actually worked including, but not limited to, all hours they were subject to Defendants' control
9 and/or suffered or permitted to work under the Labor Code and Wage Order 6.

10 27. California Labor Code § 1198 makes unlawful the employment of an employee
11 under conditions that the IWC prohibits. California Labor Code §§ 1194(a) and 1194.2(a) provide
12 that an employer who has failed to pay its employees the legal minimum wage is liable to pay
13 those employees the balance of the unpaid wages as well as liquidated damages in an amount
14 equal to the wages due and interest thereon.

15 28. As a direct and proximate result of Defendants' unlawful conduct as alleged
16 herein, Plaintiffs and the Minimum Wage Class have sustained economic damages, including but
17 not limited to, unpaid wages and lost interest in an amount to be established at trial, and they are
18 entitled to recover economic and statutory damages and penalties and other appropriate relief as
19 a result of Defendants' violations of the California Labor Code and Wage Order 6.

20 29. Defendants' practice and uniform administration of corporate policy regarding
21 illegal employee compensation is unlawful and creates an entitlement to recovery by Plaintiffs
22 and the Minimum Wage Class in a civil action for the unpaid amount of minimum wages,
23 liquidated damages, interest, statutory penalties, and attorneys' fees and costs of suit, per Labor
24 Code §§ 204, 218.6, 558, 1194, 1194.2, 1197, 1198, and Code of Civil Procedure § 1021.5.

25 **SECOND CAUSE OF ACTION**

26 **FAILURE TO PAY OVERTIME WAGES**

27 **(BY ALL PLAINTIFFS AGAINST ALL DEFENDANTS)**

28 30. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

31. This cause of action is brought pursuant to Labor Code §§ 204, 510, 558, 1194, and 1198, which provide that non-exempt employees are entitled to overtime wages for all overtime hours worked and provide a private right of action for the failure to pay all overtime compensation for overtime work performed.

32. At all times relevant herein, Defendants were required to properly compensate Plaintiffs and members of the Overtime Class for all overtime hours worked pursuant to California Labor Code § 1194 and Wage Order 6. Wage Order 6, § 3 requires an employer to pay an employee “one and one-half (1½) times [the] employee’s regular rate of pay” for work in excess of 8 hours per workday and/or in excess of 40 hours in any workweek, and for the first 8 hours on the seventh consecutive workday in a workweek. Wage Order 6, § 3 also requires an employer to pay an employee double the employee’s regular rate of pay for work in excess of 12 hours in a workday and/or in excess of 8 hours on the seventh consecutive day of work in the workweek.

33. As alleged herein, Defendants have caused Plaintiffs and Overtime Class members to work overtime and/or double-time hours but have not compensated them at one and one-half times (or two times) their regular rate of pay for such hours.

34. The foregoing policies and practices are unlawful and create entitlement to recovery by Plaintiffs and the Overtime Class in a civil action for the unpaid amount of overtime premiums owing, including interest thereon, statutory penalties, and attorneys' fees and costs of suit according to California Labor Code §§ 204, 218.6, 510, 558, 1194, and 1198, and Code of Civil Procedure § 1021.5.

THIRD CAUSE OF ACTION

MEAL PERIOD VIOLATIONS

(BY ALL PLAINTIFFS AGAINST ALL DEFENDANTS)

35. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

36. Plaintiffs are informed and believe, and based thereon allege, that Defendants failed in their affirmative obligation to provide all their hourly non-exempt employees, including Plaintiffs and members of the Meal Period Class, with all required meal periods in accordance with the mandates of the California Labor Code and Wage Order 6, and have failed to pay meal

period premiums at Plaintiffs' and Meal Period Class members' regular rate of compensation as required under Labor Code § 226.7, for the reasons set forth in this Complaint.

37. As a result, Defendants owe premium compensation for meal period violations, including interest thereon, statutory penalties, and costs of suit, pursuant to Wage Order 6, Labor Code §§ 226.7 and 512, Civil Code § 3287, and Art. XV, § 1 of the California Constitution.

FOURTH CAUSE OF ACTION

REST PERIOD VIOLATIONS

(BY ALL PLAINTIFFS AGAINST ALL DEFENDANTS)

38. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

39. Labor Code §§ 226.7 and 516, and Wage Order 6, § 12 establish the right of employees to be authorized and permitted a rest period of at least ten (10) minutes for each four (4) hour period worked, or major fraction thereof. As alleged herein, Defendants have failed to authorize and permit Plaintiffs and Rest Period Class members to take their legally entitled rest periods. Defendants also failed to compensate Plaintiffs and Rest Period Class members with a rest period premium for each rest period to which they were entitled while working.

40. The foregoing violations create an entitlement to recovery by Plaintiffs and Rest Period Class members in a civil action for the unpaid amount of rest period premiums owing, including interest thereon, statutory penalties, civil penalties, and costs of suit according to Labor Code §§ 226.7, 516, 558; Code of Civil Procedure § 1021.5; Civil Code § 3287; and Art. XV, § 1 of the California Constitution.

FIFTH CAUSE OF ACTION

WAITING TIME PENALTIES

(BY PLAINTIFF VENTURA AGAINST ALL DEFENDANTS)

41. Plaintiff Ventura re-alleges and incorporates by reference all previous paragraphs.

42. This cause of action is brought pursuant to Labor Code §§ 201-203, which require an employer to pay all wages immediately at the time of separation of employment in the event the employer discharges the employee, or the employee provides at least 72 hours of notice of their intent to quit. In the event the employee provides less than 72 hours of notice of their intent

1 to quit, said employee's wages become due and payable not later than 72 hours upon said
2 employee's last date of employment.

3 43. Plaintiff Ventura is informed and believes, and based thereon alleges, that
4 Defendants failed to timely pay Plaintiff Ventura and members of the Waiting Time Class all final
5 wages due to them at their separation from employment, including (but not limited to) unpaid
6 overtime wages, and unpaid meal and rest period premium wages.

7 44. Further, Plaintiff Ventura is informed and believes, and based thereon alleges, that
8 as a matter of uniform policy and practice, Defendants continue to fail to pay Plaintiff Ventura
9 and members of the Waiting Time Class all earned wages at the end of employment in a timely
10 manner pursuant to the requirements of Labor Code §§ 201-203.

11 45. Defendants' failure to pay all final wages was willful within the meaning of Labor
12 Code § 203. Defendants' willful failure to timely pay Plaintiff Ventura and Waiting Time Class
13 members their earned wages upon separation from employment results in a continued payment of
14 daily wages up to thirty days from when the wages were due. Plaintiff Ventura and Waiting Time
15 Class members are entitled to compensation per Labor Code § 203, plus reasonable attorneys'
16 fees and costs.

17 **SIXTH CAUSE OF ACTION**

18 **FAILURE TO PROVIDE ACCURATE, ITEMIZED WAGE STATEMENTS**

19 **(BY PLAINTIFF GONZALEZ AGAINST ALL DEFENDANTS)**

20 46. Plaintiff Gonzalez is informed and believes, and based thereon alleges, that
21 Defendants knowingly and intentionally, as a matter of uniform policy and practice, failed to
22 furnish Plaintiff Gonzalez and members of the Wage Statement Class with complete and accurate
23 wage statements with respect to their prevailing rate of pay, hours worked at each rate of pay,
24 total gross wages earned, and total net wages earned in violation of Labor Code § 226 *et seq.*

25 47. Plaintiff Gonzalez is informed and believes, and based thereon alleges, that
26 Defendants knowingly and intentionally, as a matter of uniform policy and practice, failed to
27 furnish Plaintiff Gonzalez and Wage Statement Class members with compliant wage statements.

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48. Defendants' failures in furnishing Plaintiff Gonzalez and members of the Wage Statement Class with complete and accurate itemized wage statements resulted in actual injury, as said failures led to, among other things, the non-payment of all earned overtime and/or minimum wages as well as meal and rest period premium wages, and deprived them of the information necessary to identify the discrepancies in Defendants' reported data.

49. Defendants' failures create an entitlement to recovery by Plaintiff Gonzalez and members of the Wage Statement Class in a civil action for all damages and/or penalties pursuant to Labor Code § 226 *et seq.*, including statutory penalties, civil penalties, reasonable attorneys' fees, and costs of suit according to California Labor Code § 226 *et seq.*

SEVENTH CAUSE OF ACTION

UNFAIR COMPETITION

(BY ALL PLAINTIFFS AGAINST ALL DEFENDANTS)

50. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

51. Defendants have engaged, and continue to engage, in unfair and/or unlawful business practices in violation of Business & Professions Code § 17200, *et seq.*, by failing to pay Plaintiffs and the Classes all earned minimum wages and overtime wages due, failing to provide meal periods or pay meal period premium wages, failing to authorize and permit rest periods or pay rest period premium wages, failing to issue accurate itemized wage statements, and failing to pay all earned wages at separation of employment.

52. Defendants' utilization of these unfair and/or unlawful business practices has deprived Plaintiffs and members of the Classes of compensation to which they are legally entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage over Defendants' competitors who have been and/or are currently employing workers and attempting to do so in honest compliance with applicable wage and hour laws.

53. Because Plaintiffs are victims of Defendants' unfair and/or unlawful conduct alleged herein, Plaintiffs for themselves, and on behalf of the members of the Classes, seeks full restitution of monies as necessary and according to proof, to restore all monies withheld, acquired, and/or converted by Defendants pursuant to Business & Professions Code §§ 17203 and 17208.

54. The acts complained of herein occurred within the four years immediately preceding the filing of this action.

55. Plaintiffs were compelled to retain the services of counsel to file this court action to protect their interests and those of the Classes, to obtain restitution and injunctive relief on behalf of Defendants' current non-exempt employees, and to enforce important rights affecting the public interest. Plaintiffs have thereby incurred the financial burden of attorneys' fees and costs, which they are entitled to recover under Code of Civil Procedure § 1021.5.

EIGHTH CAUSE OF ACTION

LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004

(BY ALL PLAINTIFFS AGAINST ALL DEFENDANTS)

56. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

57. Defendants have committed several Labor Code violations against Plaintiffs and other aggrieved employees. Plaintiffs, "aggrieved employees" within the meaning of Labor Code § 2698 *et seq.*, acting on behalf of themselves and other aggrieved employees, bring this representative cause of action against Defendants to recover the civil penalties due to Plaintiffs, other aggrieved employees, and the State of California according to proof, pursuant to Labor Code § 558 and § 2699 (a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200.00 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; (3) \$50.00 for each initial violation and \$100.00 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; and/or (4) \$100.00 for each initial violation and \$200.00 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, based on the following Labor Code violations:

(a) Defendants violated Labor Code §§ 1194, 1194.2, and 1197 by failing to pay Plaintiffs and other aggrieved employees the statutory minimum wage for all hours worked;

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- (b) Defendants violated Labor Code §§ 204, 510, 558, 1194, and 1198 by failing to pay Plaintiffs and other aggrieved employees all overtime compensation earned;
- (c) Defendants violated Labor Code §§ 226.7, 512, and 558 by failing to provide all legally required meal periods and failing to pay meal period premium wages to Plaintiffs and other aggrieved employees;
- (d) Defendants violated Labor Code §§ 226.7, 516, and 558 by failing to authorize and permit all legally required rest periods and failing to pay rest period premiums to Plaintiffs and other aggrieved employees;
- (e) Defendants violated Labor Code § 226 by failing to furnish Plaintiffs and other aggrieved employees with accurate and compliant itemized wage statements;
- (f) Defendants violated Labor Code § 204 by failing to pay Plaintiffs and other aggrieved employees all earned wages at least twice during each calendar month;
- (g) Defendants violated Labor Code § 1174 by failing to maintain accurate records on behalf of Plaintiffs and other aggrieved employees; and
- (h) Defendants violated Labor Code §§ 201-203 by failing to timely pay all final wages due to Plaintiff Ventura and other aggrieved employees.

58. On April 9, 2025, Plaintiff Gonzalez notified Defendants via certified mail, and the California Labor and Workforce Development Agency (“LWDA”) via e-mail, of Defendants’ violations of the California Labor Code and Plaintiff’s intent to bring a claim for civil penalties under California Labor Code § 2698 *et seq.* with respect to violations of the California Labor Code identified in Paragraph 57 (a)-(g). Now that sixty-five days have passed from Plaintiff Gonzalez notifying Defendants of these violations, Plaintiff Gonzalez has exhausted her administrative requirements for bringing a claim under the Labor Code Private Attorneys General Act with respect to these violations. A true and correct copy of Plaintiff Gonzalez’s letter to the LWDA is attached hereto as Exhibit A.

59. On June 10, 2025, Plaintiff Ventura notified Defendants and the LWDA of Defendants’ violations of the California Labor Code and Plaintiff’s intent to bring a claim for civil penalties under California Labor Code § 2698 *et seq.* with respect to violations of the

1 California Labor Code identified in Paragraph 57 (h). Now that sixty-five days have passed from
2 Plaintiff Ventura notifying Defendants of these violations, Plaintiff Ventura has exhausted her
3 administrative requirements for bringing a claim under the Labor Code Private Attorneys General
4 Act with respect to these violations. A true and correct copy of Plaintiff Ventura's June 10, 2025
5 letter to the LWDA is attached hereto as Exhibit B.

6 60. Plaintiffs were compelled to retain the services of counsel to file this court action
7 to protect their interests and the interests of other aggrieved employees, and to assess and collect
8 the civil penalties owed by Defendants. Plaintiffs have thereby incurred attorneys' fees and costs,
9 which they are entitled to receive under California Labor Code § 2699.

10 **PRAYER**

11 WHEREFORE, Plaintiffs pray for judgment for themselves and for all others on whose
12 behalf this suit is brought against Defendants, as follows:

- 13 1. For an order certifying the proposed Classes;
- 14 2. For an order appointing Plaintiffs as representative of the Classes;
- 15 3. For an order appointing counsel for Plaintiffs as counsel for the Classes;
- 16 4. Upon the First Cause of Action, for payment of minimum wages, liquidated
17 damages, and penalties according to proof pursuant to Labor Code §§ 1182.12, 1194, 1194.2,
18 1197, and 1198;
- 19 5. Upon the Second Cause of Action, for compensatory, consequential, general, and
20 special damages according to proof pursuant to Labor Code §§ 204, 510, 558, 1194, and 1198;
- 21 6. Upon the Third Cause of Action, for compensatory, consequential, general, and
22 special damages according to proof pursuant to Labor Code §§ 226.7, 512, and 1198;
- 23 7. Upon the Fourth Cause of Action, for compensatory, consequential, general, and
24 special damages according to proof pursuant to Labor Code §§ 226.7, 516, and 1198;
- 25 8. Upon the Fifth Cause of Action, for statutory waiting time penalties pursuant to
26 Labor Code §§ 201-203;
- 27 9. Upon the Sixth Cause of Action for statutory wage statement penalties pursuant to
28 Labor Code § 226 *et seq.*;

10. Upon the Seventh Cause of Action, for restitution to Plaintiffs and the Class members of all money and/or property unlawfully acquired by Defendants by means of any acts or practices declared by this Court to be in violation of Business and Professions Code § 17200, *et seq.*;

11. Upon the Eighth Cause of Action for civil penalties due to Plaintiffs, other aggrieved employees, and the State of California according to proof pursuant to Labor Code §§ 558 and 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200.00 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; (3) \$50.00 for each initial violation and \$100.00 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; and/or (4) \$100.00 for each initial violation and \$200.00 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, based on the Labor Code violations cited in Paragraph 57 (a)-(h) above.

12. Prejudgment interest on all due and unpaid wages and other damages pursuant to California Labor Code §§ 218.6, 1194(a), Civil Code § 3287; and Art. XV, § 1 of the California Constitution;

13. On all causes of action, for attorneys' fees and costs as provided by Labor Code §§ 226, 1194 *et seq.*, 2699(k), Code of Civil Procedure § 1021.5, and all other applicable statutes; and

14. For such other and further relief the Court may deem just and proper.

Date: September 16, 2025

Respectfully submitted,
MARQUEE LAW GROUP, APC

By: /s/ Tuvia Korobkin
Tuvia Korobkin
Attorneys for Plaintiff MARIA VENTURA

1 Date: September 16, 2025

Respectfully submitted,
LIDMAN LAW, APC

3 By: /s/ Scott M. Lidman
4 Scott M. Lidman
5 Attorneys for Plaintiff CLAUDIA GONZALEZ

6
7 **DEMAND FOR JURY TRIAL**

8 Plaintiffs hereby demand a jury trial with respect to all issues triable by jury.

9
10 Dated: September 16, 2025

Respectfully submitted,
MARQUEE LAW GROUP, APC

11 By: /s/ Tuvia Korobkin
12 Tuvia Korobkin
13 Attorneys for Plaintiff MARIA VENTURA

14 Date: September 16, 2025

Respectfully submitted,
LIDMAN LAW, APC

15
16 By: /s/ Scott M. Lidman
17 Scott M. Lidman
18 Attorneys for Plaintiff CLAUDIA GONZALEZ