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situated

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

MARIANA DUCA-BURGOS, an
individual; on behalf of herself and all others
similarly situated,

Plaintiffs,

v.

POPLIN TECHNOLOGIES, INC., a
Corporation; SUDSHARE CA, LLC, a
Limited Liability Company; and DOES 1
through 10, inclusive,

Defendants.

Case No. 24STCV12067

**FIRST AMENDED COMPLAINT FOR
CLASS ACTION AND PAGA
PENALTIES:**

- (1) **UNLAWFUL FAILURE TO PAY
MINIMUM WAGES;**
- (2) **UNLAWFUL FAILURE TO
PROVIDE MEAL PERIODS;**
- (3) **UNLAWFUL FAILURE TO
PROVIDE REST PERIODS;**
- (4) **FAILURE TO REIMBURSE
BUSINESS EXPENSES;**
- (5) **FAILURE TO FURNISH TIMELY
AND ACCURATE WAGE
STATEMENTS;**
- (6) **FAILURE TO PAY ALL WAGES
OWED EVERY PAY PERIOD;**
- (7) **FAILURE TO PAY ALL WAGES
UPON SEPARATION; and**
- (8) **VIOLATION OF CALIFORNIA'S
UNFAIR COMPETITION.**
- (9) **PAGA PENALTIES (Labor Code
§ 2698, et seq.)**

DEMAND FOR JURY TRIAL

1 Plaintiff Mariana Duca-Burgos (“Plaintiff”), on behalf of aggrieved employees and others
2 similarly situated, by and through her undersigned attorneys, for this Class and Representative
3 Action Complaint against Defendants Poplin Technologies, Inc., Sudshare CA, LLC, and Does 1
4 through 10 (hereinafter “Defendants”), respectfully alleges the following:

5 **NATURE OF THE ACTION**

6 1. This is a class action for wage and labor violations arising out of, among other
7 things, Defendants’ misclassification of its workers performing laundry services as independent
8 contractors and other labor violations, including but not limited to, failure to pay wages, failure to
9 compensate for rest breaks, failure to provide meal breaks, failure to reimburse business expenses,
10 and other labor code violations and unfair business practices. Plaintiff seeks to represent the
11 following Class:

12 All current or former workers performing laundry services for
13 Defendants, who were California residents and were classified as
14 “independent contractors,” at any time beginning four (4) years prior
15 to the filing of the Complaint through the date notice is mailed to the
16 Class (the “Class period”).
17

18 2. Plaintiff also brings this representative action pursuant to the Private Attorneys
19 General Act of 2004, Labor Code §§ 2698, et seq. (“PAGA”) on behalf of the State of California
20 and current and former aggrieved employees of Defendants for engaging in a pattern and practice
21 of wage and hour violations under the California's Labor Code and applicable wage orders.

22 **JURISDICTION AND VENUE**

23 3. This Court has jurisdiction over the entire action by virtue of the fact that this is a
24 civil action wherein the matter in controversy, exclusive of interest and costs, exceeds the
25 jurisdictional minimum of the Court, and at least one Defendant is diverse from Plaintiff. The
26 acts and omissions complained of in this action took place in the State of California, or at least
27 one Defendants resides in the state of California. Venue is proper because this is a class action,
28 the acts and/or omissions complained of took place, in whole or in part within the venue of this

1 Court, and/or one or more Defendant resides within the venue of this court.

2 **PARTIES**

3 4. Plaintiff Mariana Duca-Burgos, was, at all relevant times, a citizen of the State of
4 California, employed by Defendants as a worker performing laundry services during the liability
5 period as alleged herein.

6 5. Plaintiff is informed and believes, and on that basis alleges, that Defendant Poplin
7 Technologies, Inc. is, and at all relevant times herein was, a corporation organized and existing by
8 virtue of the laws of the State of Delaware with its principal place of business in Minneapolis
9 Minnesota and was authorized to transact, and was in fact transacting, the business in the State of
10 California.

11 6. Plaintiff is informed and believes, and on that basis alleges, that Defendant
12 Sudshare CA, LLC, is, and at all relevant times herein was, a corporation organized and existing
13 by virtue of the laws of the State of Delaware with its principal place of business in Cottonwood
14 Heights, Utah and was authorized to transact, and was in fact transacting, the business in the State
15 of California.

16 7. Plaintiff is currently ignorant of the true names and capacities, whether individual,
17 corporate, associate, or otherwise, of the defendants sued herein under the fictitious names Does 1
18 through 10, inclusive, and therefore sue such defendants by such fictitious names. Plaintiff will
19 seek leave to amend this complaint to allege the true names and capacities of said fictitiously
20 named defendants when their true names and capacities have been ascertained. Plaintiff is
21 informed and believe and thereon alleges that each of the fictitiously named defendants is legally
22 responsible in some manner for the events and occurrences alleged herein, and for the damages
23 suffered by the Class.

24 8. Plaintiff is informed and believes and thereon alleges that all defendants, including
25 the fictitious Doe defendants, were at all relevant times acting as actual agents, conspirators,
26 ostensible agents, alter egos, partners and/or joint venturers and/or employees of all other
27 defendants, and that all acts alleged herein occurred within the course and scope of said agency,
28 employment, partnership, and joint venture, conspiracy or enterprise, and with the express and/or

1 implied permission, knowledge, consent authorization and ratification of their co-defendants;
2 however, each of these allegations are deemed “alternative” theories whenever not doing so
3 would result in a contradiction with other allegations.

4 **FACTS COMMON TO ALL CAUSES OF ACTION**

5 9. Defendants Poplin Technologies, Inc. and/or Sudshare CA, LLC provide laundry
6 services throughout California and employ workers performing laundry services to conduct its
7 business. Plaintiff worked for Defendants from February 9th 2024 through April 3rd 2024.

8 10. Mariana Duca-Burgos, worked for Defendants as a worker performing laundry
9 services on behalf of Defendants, who would pick up dirty clothes, and bedding form clients'
10 homes, take them to their own house or a laundromat, wash them, dry them, fold the and take
11 them back to the client's home.

12 11. Defendants charge \$1.00 per pound of fabric and pay their employees \$0.75.

13 12. Employees work through an application by which they get the orders and
14 payments.

15 13. Defendants pay only for the washing, but they don't pay, for example, for the time
16 it takes the employees to drive and pick up/drop off and they don't pay for millage use of personal
17 vehicle, expenses thereof and/or other business expenses.

18 14. Sometimes Plaintiff and class members would drive to the client's house, but
19 clients would not have the load and they have to go back empty handed and the employees do not
20 get paid for any of this work.

21 15. At all times during the liability period, Defendants employed Plaintiff and Class
22 members as workers performing laundry services in providing Defendants’ services, but
23 misclassified them as independent contractors in violation of, among other statutes, California
24 Labor Code § 226.8.

25 16. Defendants set Plaintiff and class members’ compensation and paid them on a per
26 pound of fabric basis for individual jobs. Plaintiff and class members were required to perform
27 non-productive duties, including but not limited to, inspections, waiting time, customer service
28 and other on-duty time. Defendants failed to properly and lawfully compensate Plaintiff at

1 minimum wages for non-productive time. At all times during the liability period, Defendants had
2 the power to control wages, hours, and/or working conditions of Plaintiff and Class members.

3 17. At all times during the liability period, Defendants employed Plaintiff and the
4 Class, but Plaintiff and the Class were charged for and/or not reimbursed for business expenses in
5 violation of California Labor Code sections 201, 202, 203, 204, 226.7, 512, 2802, 2698 et seq.
6 and subsections, as well as IWC Wage Order No. 4-2001.

7 18. At all times during the liability period, Plaintiff and the Class members were
8 assigned to and required to work for periods lasting in excess of five (5) hours and were not
9 provided or allowed to take a thirty (30) minute, uninterrupted, off-duty meal break and/or in
10 excess of ten (10) hours without a second thirty (30) minute meal break. Plaintiff's pay plan
11 incentivized completing the job in minimal time, without taking duty free meal breaks.

12 19. Defendants failed to separately compensate Plaintiff and class members for rest
13 breaks. Plaintiff and Class members worked shifts lasting over four (4) hours but were not
14 separately compensated for a ten (10) minute, uninterrupted rest break during each such shift or
15 four (4) hour work period. Defendants failed to provide, authorize and/or pay for rest breaks
16 during the Class period. Because of scheduling and the pay schedule, and the lack of any policies,
17 Plaintiff and members of the Class were routinely required to work through rest periods.

18 20. At all times during the liability period, Defendants failed to pay Class members for
19 all hours worked. Defendants failed to properly and lawfully compensate Plaintiff and Class
20 members for non-productive time, including but not limited to, inspections, waiting time,
21 customer service, and other on duty time.

22 21. At all times during the liability period, Defendants failed to reimburse Plaintiff and
23 Class members for the business expenses they incurred performing job duties for Defendants
24 including, but not limited to use of personal vehicle, expenses thereof such as fuel, maintenance,
25 automobile payments, and insurance.

26 22. Defendants have engaged in a pattern and practice of misclassifying their
27 employees as independent contractors. Plaintiffs are informed and believes there are other current
28 and former aggrieved employees who suffered similar violations. Plaintiffs brings this action on

1 behalf of other current and former aggrieved employees.

2 23. Defendants' conduct, as alleged herein, has caused Plaintiff and Class members
3 damages including, but not limited to, loss of wages and compensation. Defendants are liable to
4 Plaintiff and the Class for failing to pay minimum wages, failing to pay all wages owed each pay
5 period, failure to provide timely and accurate wage statements, failure to pay all wages owed
6 upon termination, and unfair competition.

7 24. Plaintiff is a member of and seeks to be the representative for the Class of similarly
8 situated employees and aggrieved employees who all have been exposed to, have suffered, and/or
9 were permitted to work under, Defendants' unlawful employment practices as alleged herein.

10 **CLASS DEFINITIONS AND CLASS ALLEGATIONS**

11 25. Plaintiff brings this action on behalf of himself, and on behalf of all others
12 similarly situated, and as a member of the Class defined as follows:

13 All current or former workers performing laundry services for
14 Defendants, who were California residents and were classified as
15 "independent contractors," at any time beginning four (4) years prior
16 to the filing of the Complaint through the date notice is mailed to the
17 Class (the "Class period").

18 26. Plaintiff reserves the right to amend or otherwise alter the Class definition
19 presented to the Court at the appropriate time, or to propose or eliminate sub-classes, in response
20 to facts learned through discovery, legal arguments advanced by Defendants or otherwise.

21 27. This action has been brought and may be properly maintained as a class action
22 pursuant to the provisions of California's class action statute, and other applicable law.

23 28. **Numerosity of the Class:** Members of the Class are so numerous that their
24 individual joinder is impracticable. The precise number of Class members and their addresses are
25 known to Plaintiff or will be known to Plaintiff through discovery. Class members may be
26 notified of the pendency of this action by mail, electronic mail, the Internet, or published notice.

27 29. **Existence of Predominance of Common Questions of Fact and Law:** Common
28 questions of law and fact exist as to all members of the Class. These questions predominate over

1 any questions affecting only individual Class members. These common legal and factual
2 questions include:

- 3 a. Whether Plaintiff and each member of the Class were misclassified as independent
4 contractors;
- 5 b. Whether Plaintiff and each member of the Class were not paid minimum wage for
6 each hour worked or part thereof during which they were required to perform acts at
7 the direction and for the benefit of Defendant;
- 8 c. Whether Defendants failed to pay Plaintiff and the members of the Class who worked
9 as workers performing laundry services in California for the total hours worked
10 during the Class period;
- 11 d. Whether Defendants failed to provide timely, off-duty thirty (30) minute meal periods
12 to Plaintiff and members of the Class who worked as workers performing laundry
13 services in California during the Class period;
- 14 e. Whether Defendants failed to provide for and/or properly compensate Plaintiff and
15 the members of the Class for rest breaks as required by California law;
- 16 f. Whether Defendants maintained accurate time records of off-duty thirty (30) minute
17 meal breaks taken by Plaintiff and members of the Class during the Class period;
- 18 g. Whether Defendants violated Labor Code § 226(a) by issuing inaccurate itemized
19 wage statements to Plaintiff and members of the Class;
- 20 h. Whether Defendants violated Labor Code § 2802 by failing to reimburse Plaintiff and
21 Class members for business expenses they incurred.
- 22 i. Whether Defendants engaged in an unfair business practice in violation of Business &
23 Professions Code §17200, et seq., based on the labor practices and Labor Code
24 violations alleged herein.
- 25 j. Whether Plaintiff and the rest of the Class are entitled to recover damages, penalties,
26 injunctive relief or other equitable relief on the grounds that Defendants have used
27 uniform policies and procedures that have, from time to time, violated California
28 labor laws and regulations and caused Plaintiff and the rest of the Class to suffer the

1 same or similar injuries.

2 k. The nature and extent of class-wide injury and the measure of damages for the injury.

3 30. **Typicality**: Plaintiff's claims are typical of the claims of the members of the class
4 they represent because Plaintiff, as a workers performing laundry services of Defendants, was
5 exposed and subjected to the same unlawful business practices as other workers performing
6 laundry services employed by Defendants during the liability period.

7 31. **Adequacy**: Plaintiff is an adequate representative of the Class she seeks to
8 represent because her interests do not conflict with the interests of the members of the class
9 Plaintiff seeks to represent. Plaintiff has retained counsel competent and experienced in complex
10 class action litigation and Plaintiff intends to prosecute this action vigorously. The interests of
11 members of each Class will be fairly and adequately protected by Plaintiff and his counsel.

12 32. **Superiority and Substantial Benefit**: The class action is superior to other
13 available means for the fair and efficient adjudication of Plaintiff and the Class members' claims.
14 The damages suffered by each individual Class member may be limited. Damages of such
15 magnitude are small given the burden and expense of individual prosecution of the complex and
16 extensive litigation necessitated by Defendants' conduct. Further, it would be virtually
17 impossible for the Class members to redress the wrongs done to them on an individual basis. Even
18 if members of the Class themselves could afford such individual litigation, the court system could
19 not. Individualized litigation increases the delay and expense to all parties and the court system,
20 due to the complex legal and factual issues of the case. By contrast, the class action device
21 presents far fewer management difficulties, and provides the benefits of single adjudication,
22 economy of scale, and comprehensive supervision by a single court.

23 33. The Class should also be certified because:

24 a. The prosecution of separate actions by individual members of the Class would
25 create a risk of inconsistent or varying adjudications with respect to individual Class members
26 which would establish incompatible standards of conduct for Defendants;

27 b. The prosecution of separate actions by individual members of the Class would
28 create a risk of adjudication with respect to them, which would, as a practical matter, be

dispositive of the interests of the other Class members not parties to the adjudications, or substantially impair or impede their ability to protect their interests; and

c. Defendants have acted or refused to act on grounds generally applicable to the Class, and/or the general public, thereby making appropriate final and injunctive relief with respect to the Classes as a whole.

**FIRST CAUSE OF ACTION
UNLAWFUL FAILURE TO PAY MINIMUM WAGES
(Violation of Labor Code §§ 510, 1194, 1194.2, 1197; Wage Order No. 9-2001, §4)
(Against All Defendants)**

34. Plaintiff re-alleges and incorporates all preceding paragraphs as if fully set forth herein.

35. Labor Code § 510 provides in relevant part: “[e]ight hours of labor constitutes a day’s work. Any work in excess of eight hours in one work day and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.”

36. Labor Code §1197 provides: “The minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful.”

37. Labor Code § 1194, subdivision (a) provides: “Notwithstanding any agreement to work for a lesser wage, an employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney’s fees, and costs of suit.”

38. Labor Code § 1194.2 provides in relevant part: “In any action under Section 1193.6 or Section 1194 to recover wages because of the payment of a wage less than the

1 minimum wage fixed by an order of the commission, an employee shall be entitled to recover
2 liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.”

3 39. Pursuant to IWC Wage Order No. 9-2001, at all times material hereto, “hours
4 worked” includes “the time during which an employee is subject to the control of an employer,
5 and includes all the time the employee is suffered or permitted to work, where or not required to
6 do so.”

7 40. Plaintiff and Class members were required to work non-productive time, for which
8 they were not compensated, in violation of California’s minimum wage laws. This includes, but
9 is not limited to, time for inspections, waiting time, customer service, and other on duty time.
10 Plaintiff’s pound rate pay failed to compensate Plaintiff and Class members at the applicable
11 minimum wage for all the hours worked, driving and non-driving.

12 41. At all times relevant during the liability period, under the provisions of Wage
13 Order No. 9-2001, Plaintiff and each Class member should have received not less than the
14 minimum wage in a sum according to proof for the time worked, but not compensated.

15 42. For all hours that Plaintiff and the Class members worked, they are entitled to not
16 less than the California minimum wage and, pursuant to Labor Code § 1194.2(a) liquidated
17 damages in an amount equal to the unpaid minimum wages and interest thereon. Pursuant to
18 Labor Code § 1194, Plaintiff and the Class members are also entitled to their attorneys’ fees,
19 costs and interest according to proof.

20 43. At all times relevant during the liability period, Defendants willfully failed and
21 refused, and continues to willfully fail and refuse, to pay Plaintiff and Class members the
22 amounts owed.

23 44. Defendants’ unlawful conduct alleged herein occurred in the course of
24 employment of Plaintiff and all other similarly situated workers performing laundry services on
25 behalf of Defendants, and Defendants have done so continuously throughout the filing of this
26 complaint.

27 45. As a direct and proximate result of Defendants’ violation of Labor Code §§ 510
28 and 1197, Plaintiff and other Class members have suffered irreparable harm and money damages

1 entitling them to damages, injunctive relief or restitution. Plaintiff, on behalf of themselves and
2 on behalf of the Class, seeks damages and all other relief allowable including all wages due
3 while working as Defendants' workers performing laundry services, attorneys' fees, liquidated
4 damages, prejudgment interest, and as to those employees no longer employed by Defendants,
5 waiting time penalties pursuant to Labor Code § 200 *et seq.*

6 46. Plaintiff and the Class members are entitled to back pay, pre-judgment interest,
7 liquidated damages, statutory penalties, attorneys' fees and costs, and for Plaintiff and the Class
8 of members no longer employed, waiting time penalties pursuant to Labor Code § 1194.

9 **SECOND CAUSE OF ACTION**
10 **UNLAWFUL FAILURE TO PROVIDE MEAL PERIODS**
11 **(Violation of Labor Code §§ 512 and 226.7; IWC Wage Order No. 9-2001, § 11)**
12 **(Against All Defendants)**

13 47. Plaintiff re-alleges and incorporates all preceding paragraphs as if fully set forth
14 herein.

15 48. California Labor Code § 226.7(a) provides, "No employer shall require any
16 employee to work during any meal or rest period mandated by an applicable order of the
17 Industrial Welfare Commission."

18 49. IWC Order No. 9-2001(11)(A) provides, in relevant part: "No employer shall
19 employ any person for a work period of more than five (5) hours without a meal period of not
20 less than 30 minutes, except that when a work period of not more than six (6) hours will
21 complete the day's work the meal period may be waived by mutual consent of the employer and
22 the employee."

23 50. Section 512(a) of the California Labor Code provides, in relevant part, that: "An
24 employer may not employ an employee for a work period of more than five hours per day
25 without providing the employee with a meal period of not less than 30 minutes, except that if the
26 total work period per day of the employee is no more than six hours, the meal period may be
27 waived by mutual consent of both the employer and employee. An employer may not employ an
28 employee for a work period of more than 10 hours per day without providing the employee with
a second meal period of not less than 30 minutes, except that if the total hours worked is no more

1 than 12 hours, the second meal period may be waived by mutual consent of the employer and the
2 employee only if the first meal period was not waived.”

3 51. As alleged herein, Defendants failed to authorize and/or permit uninterrupted meal
4 breaks during the Class period. Defendants had a common pay plan and general policy which
5 incentivized the quickest performance of a job, and thus prevented off-duty meal breaks.
6 Plaintiff and members of the Class were required to work without an uninterrupted meal break,
7 and/or take meals while on-duty, at the direction of Defendants and/or with Defendants’
8 knowledge and acquiescence.

9 52. By its actions in requiring its employees to work through meal periods and/or its
10 failure to relieve their workers performing laundry services of their duties for their off-duty meal
11 periods, Defendants have violated California Labor Code § 226.7 and § 11 of IWC Wage Order
12 No. 9-2001, and is liable to Plaintiff and the Class.

13 53. As a result of the unlawful acts of Defendants, Plaintiff and the Class have been
14 deprived of timely off-duty meal periods, and are entitled to recovery under Labor Code §
15 226.7(b) and § 11 of IWC Wage Order No. 9-2001, in the amount of one additional hour of pay
16 at the employee’s regular rate of compensation for each work period during each day in which
17 Defendants failed to provide its workers performing laundry services with timely statutory off-
18 duty meal periods.

19 **THIRD CAUSE OF ACTION**
20 **UNLAWFUL FAILURE TO PROVIDE REST PERIODS**
(Violation of Labor Code §§ 226.7, 512, and 1194; IWC Wage Order No. 9-2001, § 12)
21 **(Against All Defendants)**

22 54. Plaintiff re-alleges and incorporates all preceding paragraphs as if fully set forth
23 herein.

24 55. California Labor Code § 226.7(a) provides, “No employer shall require any
25 employee to work during any meal or rest period mandated by an applicable order of the
26 Industrial Welfare Commission.”

27 56. IWC Order No.9-2001(12)(A) provides, in relevant part: “Every employer shall
28 authorize and permit all employees to take rest periods, which insofar as practicable shall be in

1 the middle of each work period. The authorized rest period time shall be based on the total hours
2 worked daily at the rate of ten (10) minutes net rest time per four hours or major fraction thereof.
3 However, a rest period need not be authorized for employees whose total daily work times is less
4 than three and one-half hours. Authorized rest period time shall be counted as hours worked for
5 which there shall be no deduction from wages.”

6 57. IWC Order No. 9-2001 (12)(B) further provides, “If an employer fails to provide
7 an employee with a rest period in accordance with the applicable provisions of this order, the
8 employer shall pay the employee one (1) hour of pay at the employee’s regular rate of
9 compensation for each workday that the rest period is not provided.”

10 58. As alleged herein, Defendants failed to separately compensate Plaintiff and Class
11 members for rest breaks, in violation of California law.

12 59. Defendants failed to provide or authorize rest breaks during the Class period.
13 Plaintiff and members of the Class were required to work through rest periods at the direction of
14 Defendants and/or with Defendants’ knowledge and acquiescence.

15 60. By their actions, Defendants violated § 12 of IWC Wage Order No. 9-2001 and
16 California Labor Code § 226.7, and are liable to Plaintiff and the Class.

17 61. Defendants’ unlawful conduct alleged herein occurred in the course of
18 employment of Plaintiff and all others similarly situated and such conduct has continued through
19 the filing of this complaint.

20 62. As a direct and proximate result of Defendants’ unlawful action, Plaintiff and the
21 Class have been deprived of timely rest periods and/or were not paid for rest periods taken
22 during the Class period, and are entitled to recovery under Labor Code § 226.7(b) in the amount
23 of one additional hour of pay at the employee’s regular rate of compensation for each work
24 period during each day in which Defendants failed to provide employees with timely and/or paid
25 rest periods.

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**FOURTH CAUSE OF ACTION
FAILURE TO REIMBURSE BUSINESS EXPENSES
(Violation of Labor Code § 2802)
(Against All Defendants)**

63. Plaintiff re-alleges and incorporates all preceding paragraphs as if set forth fully herein.

64. California Labor Code § 2802 provides “An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful.”

65. During the applicable statutory period, Plaintiff and the Class members incurred necessary expenditures and losses in direct consequence of the discharge of their employment duties and their obedience to the directions of Defendants. These business expenses which Plaintiff and class members incurred, which were not reimbursed include, but are not limited to, use of personal vehicle, expenses thereof such as fuel, maintenance, and insurance. Defendants did not reimburse these expenditures or losses to Plaintiff and the Class members.

66. Defendants has failed to fully reimburse Plaintiff and the members of the Class for necessary business-related expenses and losses.

67. Plaintiff and the Class members are entitled to recover their unreimbursed expenditures and losses pursuant to Labor Code § 2802.

**FIFTH CAUSE OF ACTION
FAILURE TO FURNISH TIMELY AND ACCURATE WAGE STATEMENTS
(Violation of Labor Code §§ 226 and 226.3)
(Against All Defendants)**

68. Plaintiff re-alleges and incorporates all preceding paragraphs as if fully set forth herein.

69. California Labor Code § 226(a) provides: “Every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately when

1 wages are paid by personal check or cash, an accurate itemized statement in writing showing (1)
2 gross wages earned, (2) total hours worked by the employee..., (3) the number of pound-rate
3 units earned and any applicable pound rate if the employee is paid on a pound-rate basis, (4) all
4 deductions, provided that all deductions made on written orders of the employee may be
5 aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for
6 which the employee is paid, (7) the name of the employee and his or her social security number,
7 except that by January 1, 2008, only the last four digits of his or her social security number or an
8 employee identification number other than a social security number may be shown on the
9 itemized statement, (8) the name and address of the legal entity that is the employer, and (9) all
10 applicable hourly rates in effect during the pay period and the corresponding number of hours
11 worked at each hourly rate by the employee.”

12 70. Labor Code § 226(e) provides that an employee is entitled to recover \$50 for the
13 initial pay period in which a violation of § 226 occurs and \$100 for each subsequent pay period,
14 as well as an award of costs and reasonable attorneys’ fees, for all pay periods in which the
15 employer knowingly and intentionally failed to provide accurate itemized statements to the
16 employee causing the employee to suffer injury.

17 71. Plaintiff is informed, believes and thereon alleges that at all times relevant.
18 Defendants knowingly and intentionally failed to furnish and continues to knowingly and
19 intentionally fail to furnish Plaintiff and each Class member with timely and accurate itemized
20 statements showing the gross wages earned by each of them, as required by Labor Code § 226
21 (a), in that the payments owed to Plaintiff and the members of the Class for unpaid minimum
22 wages, and missed meal and rest periods, were not included in gross wages earned by Plaintiff
23 and the Class.

24 72. Defendants’ failure to provide Plaintiff and members of the Class with accurate
25 itemized wage statements during the Class period has caused Plaintiff and members of the Class
26 to incur economic damages in that they were not aware that they were owed and not paid
27 compensation for missed rest periods and on-duty meal periods, for hours worked without pay.
28 In addition, Defendants provided inaccurate information regarding hours worked, which masked

1 their underpayment of wages to Plaintiff and the Class.

2 73. As a result of Defendants' issuance of inaccurate itemized wage statements to
3 Plaintiff and members of the Class in violation of Labor Code § 226(a), Plaintiff and the
4 members of the Class are each entitled to recover penalties pursuant to § 226(e) of the Labor
5 Code.

6 **SIXTH CAUSE OF ACTION**
7 **FAILURE TO PAY ALL WAGES OWED EVERY PAY PERIOD**
8 **(Violation of Labor Code § 204)**
9 **(Against All Defendants)**

10 74. Plaintiff re-alleges and incorporates all preceding paragraphs as if fully set forth
11 herein.

12 75. California Labor Code § 204 establishes the fundamental right of all employees in
13 the State of California to be paid wages in a timely fashion for their work.

14 76. At all times relevant during the liability period, Defendants failed to pay Plaintiff
15 and the Class the full amount of all owed wages when due as required by California Labor Code
16 § 204.

17 77. Defendants failed to pay Plaintiff and other similarly situated employees all wages
18 earned each pay period. Plaintiff are informed, believe, and thereon allege, that at all times
19 relevant during the liability period, Defendants maintained a policy or practice of not paying
20 Plaintiff and other similarly situated employees: (i) minimum wages for all hours worked; (ii)
21 overtime wages for all overtime hours worked; and (iii) premium wages for all missed meal and
22 rest periods.

23 78. As a result of Defendants' unlawful conduct, Plaintiff and members of each Class
24 have suffered damages in an amount, subject to proof, to the extent they were not paid all wages
25 each pay period. The precise amount of unpaid wages is not presently known to Plaintiff but can
26 be determined directly from Defendants' records or indirectly based on information from
27 Defendants' records.

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**SEVENTH CAUSE OF ACTION
FAILURE TO PAY ALL WAGES UPON SEPARATION
(Against all Defendants)**

79. Plaintiff re-alleges and incorporates herein by this reference each of the allegations set forth in the preceding paragraphs.

80. At all times relevant to this Complaint, Plaintiff and members of the Class were employees of Defendant, covered by California Labor Code sections 201 and 202.

81. Pursuant to California Labor Code sections 201 and 202, Plaintiff and members of the Class were entitled upon termination to timely payment of all wages earned and unpaid prior to termination. Discharged employees were entitled to payment of all wages earned and unpaid prior to discharge immediately upon termination. Employees who resigned were entitled to payment of all wages earned and unpaid prior to resignation within seventy-two (72) hours after giving notice of resignation or, if they gave seventy-two (72) hours previous notice, they were entitled to payment of all wages earned and unpaid prior to resignation at the time of resignation.

82. Defendants failed to pay Plaintiff and members of the Class who separated from Defendants during the Class Period all wages earned and unpaid prior to separation of employment, in accordance with either California Labor Code section 201 or 202. Plaintiff is informed and believes and thereon allege that at all relevant times within the limitations period applicable to this cause of action Defendants maintained a policy or practice of not paying hourly employees all earned wages timely upon separation of employment.

83. Defendant's failure to pay Plaintiffs and members of the Class who separated from Defendants during the Class Period all wages earned prior to separation of employment timely in accordance with California Labor Code sections 201 and 202 was willful. Defendants had the ability to pay all wages earned by hourly workers prior to separation of employment in accordance with California Labor Code sections 201 and 202, but intentionally adopted policies or practices incompatible with the requirements of California Labor Code sections 201 and 202. Defendant's practices include failing to pay at least minimum wage for all time worked, overtime wages for overtime hours worked, and meal and rest period premium wages at the regular rate. When Defendants failed to pay Plaintiff and members of the Class all earned wages timely upon

1 separation of employment, Defendants knew what it was doing and intended to do what it did.

2 84. Pursuant to either California Labor Code section 201 or 202, Plaintiff and
3 members of the Class who separated from Defendants during the Class Period are entitled to all
4 wages earned prior to separation of employment that Defendants did not pay them.

5 85. Pursuant to California Labor Code section 203, Plaintiff and members of the Class
6 who separated from Defendants during the Class Period are entitled to continuation of their
7 wages, from the day their earned and unpaid wages were due upon separation until paid, up to a
8 maximum of thirty (30) days.

9 86. As a result of Defendants' conduct, Plaintiff and members of the Class who
10 separated from Defendants during the Class Period have suffered damages in an amount, subject
11 to proof, to the extent they were not paid for all wages earned prior to separation.

12 87. As a result of Defendant's conduct, Plaintiff and members of the Class who
13 separated from Defendants during the Class Period have suffered damages in an amount, subject
14 to proof, to the extent they were not paid all continuation wages owed under California Labor
15 Code section 203.

16 88. Plaintiff and members of the Class who separated from Defendants during the
17 Class Period are entitled to recover the full amount of their unpaid wages, continuation wages
18 under section 203, and interest thereon.

19 **EIGHTH CAUSE OF ACTION**
20 **VIOLATION OF CALIFORNIA'S UNFAIR COMPETITION ACT**
21 **(Violation of California's Unfair Competition Law, Bus. & Prof. Code §§ 17200 *et***
22 ***seq.***
23 **(Against All Defendants)**

24 89. Plaintiff re-alleges and incorporates all preceding paragraphs as if fully set forth
25 herein.

26 90. Section 17200 of the California Business and Professions Code (the "UCL")
27 prohibits any unlawful, unfair, or fraudulent business practices.

28 91. Through its action alleged herein, Defendants has engaged in unfair competition
within the meaning of the UCL. Defendants' conduct, as alleged herein, constitutes unlawful,

1 unfair, and/or fraudulent business practices under the UCL.

2 92. Defendants' unlawful conduct under the UCL includes, but is not limited to,
3 violating the statutes alleged herein. Defendants' unfair conduct under the UCL includes, but is
4 not limited to, failure to pay Class members wages and compensation they earned through labor
5 provided, and failing to otherwise compensate Class members, as alleged herein. Defendants'
6 fraudulent conduct includes, but is not limited to, issuing wage statements containing false and/or
7 misleading information about the time the Class members worked and the amount of wages or
8 compensation due.

9 93. Plaintiff has standing to assert this claim because he has suffered injury in fact and
10 has lost money as a result of Defendants' conduct.

11 94. Plaintiff and the Class seek restitutionary disgorgement from Defendants, and an
12 injunction prohibiting them from engaging in the unlawful, unfair, and/or fraudulent conduct
13 alleged herein.

14 **NINTH CAUSE OF ACTION**
15 **REPRESENTATIVE CLAIM UNDER THE CALIFORNIA LABOR CODE**
16 **PRIVATE ATTORNEY GENERAL ACT**
(Violation of California's Labor Code §§ 2698 et seq.)
(Against All Defendants)

17 95. Plaintiff re-alleges, and incorporates by reference, the preceding paragraphs of this
18 Complaint, as though fully set forth herein.

19 96. Plaintiff brings this cause of action in her representative capacity on behalf of the
20 State of California and on behalf of the following employees of Defendants:

21 All current or former employees of Defendants who at any time
22 from April 10, 2023 to the present (the "PAGA Period") worked for
23 Defendants in California performing laundry services or were in
24 similar position, and suffered one or more Labor Code violations
25 enumerated in sections 2698 et seq. of the Labor Code ("Aggrieved
26 Employees").

27 97. The claims alleged herein are appropriately suited for a Labor Code Private
28 Attorneys General Act of 2004 ("PAGA") action because:

1 a. Pursuant to California Labor Code § 2699(a), any provision of the *Labor Code*
2 “that provides for a civil penalty to be assessed and collected by the Labor and Workforce
3 Development Agency or any of its departments, divisions, commissions, boards, agencies, or
4 employees, for a violation of this code, may, as an alternative, be recovered through a civil action
5 brought by an aggrieved employee on behalf of other current or former employees pursuant to the
6 procedures specified in section 2699.3.”

7 b. This action involves allegations of violations of provisions of the California Labor
8 Code that provides or do not provide for a civil penalty to be assessed and collected by the
9 LWDA or any departments, divisions, commissions, boards, agencies, or employees.

10 c. California Labor Code that provides or do not provide for a civil penalty to be
11 assessed and collected by the LWDA or any departments, divisions, commissions, boards,
12 agencies, or employees.

13 d. Plaintiff is an “aggrieved employee” because she was employed by the alleged
14 violators and had one or more of the alleged violations committed against her.

15 e. Plaintiff satisfied the procedural requirements of section 2699.3 by serving, via
16 certified mail, the LWDA and Defendants with notice for wage and hour violations and penalties,
17 including the facts and theories to support each violation. More than 65 days have passed since
18 Plaintiff served via certified mail to LWDA and her former employer. Therefore, Plaintiff
19 satisfied all the administrative requirements to pursue civil penalties against Defendants pursuant
20 to Labor Code section 2698, *et seq.*

21 98. Plaintiff filed this cause of action pursuant to Labor Code section 2699(a) and (f),
22 on behalf of all current and former aggrieved employees of Defendants to recover civil penalties.

23 99. Defendants, including the Doe defendants, were Plaintiff’s employers or persons
24 acting on behalf of Plaintiff’s employer, within the meaning of California Labor Code § 558, who
25 violated or caused to be violated, a section of Part 2, Chapter 1 of the California Labor Code or
26 any provision regulating hours and days of work in any order of the Industrial Welfare
27 Commission and, as such, are subject to penalties for each underpaid employee, as set forth in
28 Labor Code § 558, at all relevant times.

100. Plaintiff, on behalf of aggrieved employees of Defendants, seeks to recover all applicable civil penalties pursuant to PAGA.

PRAAYER

WHEREFORE, Plaintiff, on behalf of himself and all others similarly situated and also on behalf of the general public, pray for judgment against Defendants as follows:

- A. An order that this action may proceed and be maintained as a class action;
- B. An order that this action may proceed and be maintained as a representative action;
- C. For all unpaid minimum wages and liquidated damages due to Plaintiff and each Class member on their minimum wage claim;
- D. For one hour of wages due to Plaintiff and each Class member for each work period of more than four (4) hours when they were not separately compensated for and/or did not receive an uninterrupted ten (10) minute rest period;
- E. For one hour of wages due to Plaintiff and each Class member for each work period of more than five (5) hours when they did not receive an uninterrupted thirty (30) minute meal period and/or each work period of more than ten (10) hours per day without providing the employee with a second meal period of not less than 30 minutes.
- F. For continuation wages under Labor Code § 203;
- G. For statutory penalties under Labor Code § 226(e);
- H. An order requiring Defendants to comply with Labor Code § 226(a) with respect to all currently employed members of the Class;
- I. For reimbursement of business expenses under Labor Code § 2802;
- J. For restitutionary disgorgement pursuant to the UCL;
- K. An order enjoining Defendants from further unfair and unlawful business practices in violation of Business & Professions Code §§ 17200 *et seq.*;
- L. For unpaid wages;
- M. For penalties and other relief pursuant to Labor Code § 2698 *et seq.* for Plaintiff and all other Aggrieved Employees;

- 1 N. Prejudgment interest at the maximum legal rate;
2 O. Reasonable attorneys' fees;
3 P. Accounting of Defendants' records for the liability period;
4 Q. General, special and consequential damages, to the extent allowed by law;
5 R. Costs of suit; and
6 S. Such other relief as the Court may deem just and proper.
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9 DATED: June 20, 2024

HAFFNER LAW PC

10
11 By:



12 Joshua H. Haffner
13 Alfredo Torrijos
14 Vahan Mikayelyan
15 Attorneys for Plaintiff and others
16 Similarly situated
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DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury for herself and the Class members on all claims so triable.

DATED: June 20, 2024

HAFFNER LAW PC

By: 

Joshua H. Haffner
Alfredo Torrijos
Vahan Mikayelyan
Attorneys for Plaintiff and others
Similarly situated