

Electronically FILED by
Superior Court of California,
County of Los Angeles
7/16/2024 10:04 AM
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and other aggrieved employees

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

LANA RAMOS, on behalf of herself and
other aggrieved employees,

Plaintiff,

vs.

VESTIS SERVICES, LLC, a Delaware
limited liability company; and DOES 1
through 50, inclusive,

Defendants.

Case No.: **24STCV17581**

REPRESENTATIVE ACTION COMPLAINT

**(1) VIOLATION OF LABOR CODE § 2698, ET
SEQ.**

DEMAND OVER \$35,000.00

1 Plaintiff Lana Ramos (“Plaintiff”) hereby submits this Representative Action Complaint
2 (“Complaint”) against Defendant Vestis Services, LLC, a Delaware limited liability company
3 (“Defendant” or “Company”) and Does 1 through 50 (hereinafter collectively referred to as
4 “Defendants”), on behalf of herself and all other aggrieved employees of Defendants, for penalties
5 for violations of the California Labor Code, as follows:

6 **INTRODUCTION**

7 1. This representative action is within the Court’s jurisdiction under California Labor
8 Code sections 226 and 2698 *et. seq.*, and the applicable Wage Orders of the California Industrial
9 Welfare Commission (“IWC”).

10 2. This complaint challenges systemic illegal employment practices resulting in
11 violations of the California Labor Code against Defendant’s employees.

12 3. Plaintiff is informed and believes, and based thereon alleges, that Defendants,
13 jointly and severally, have acted intentionally and with deliberate indifference and conscious
14 disregard to the rights of all employees by failing to provide accurate and complete wage
15 statements to these employees.

16 **JURISDICTION AND VENUE**

17 4. The Court has jurisdiction over the violations of the California Labor Code sections
18 226 and 2698 *et seq.*

19 5. Venue is proper in Los Angeles County because Defendant’s principal place of
20 business in California is in Los Angeles County.

21 **PARTIES**

22 6. In or around 2021, Plaintiff was hired by Defendant. Plaintiff stopped working for
23 Defendant in November 2023. Throughout Plaintiff’s employment, she was an hourly, non-exempt
24 employee.

25 7. Plaintiff was and is the victim of the policies, practices, and customs of Defendant
26 complained of in this action in ways that have deprived her of the rights guaranteed by California
27 Labor Code section 226 and 2698 *et seq.*

28 8. Plaintiff is informed and believes, and based thereon alleges, that Defendant Vestis

Services, LLC is a Delaware limited liability company, which maintains operations in the State of California, principally located in the County of Los Angeles.

9. Plaintiff is informed and believes, and based thereon alleges, that at all times herein mentioned Defendant and Does 1 through 50, are and were corporations, business entities, individuals, and partnerships, licensed to do business and actually doing business in the State of California. As such, and based upon all the facts and circumstances incident to Defendants' business, Defendants are subject to California Labor Code sections 226 and 2698 *et seq.*

10. Plaintiff does not know the true names or capacities, whether individual, partner or corporate, of the defendants sued herein as Does 1 through 50, inclusive, and for that reason, said defendants are sued under such fictitious names, and Plaintiff prays for leave to amend this complaint when the true names and capacities are known. Plaintiff is informed and believes and based thereon alleges that each of said fictitious defendants was responsible in some way for the matters alleged herein and proximately caused Plaintiff and Aggrieved Employees to be subject to the illegal employment practices, wrongs and injuries complained of herein.¹

11. At all times herein mentioned, each of said Defendants participated in the doing of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the Defendants, and each of them, were the agents, servants and employees of each of the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned, were acting within the course and scope of said agency and employment.

12. Plaintiff is informed and believes, and based thereon alleges, that at all times material hereto, each of the Defendants named herein was the agent, employee, alter ego and/or joint venturer of, or working in concert with each of the other co-Defendants and was acting within the course and scope of such agency, employment, joint venture, or concerted activity. To the extent said acts, conduct, and omissions were perpetrated by certain Defendants, each of the remaining Defendants confirmed and ratified said acts, conduct, and omissions of the acting

¹ As used in this complaint, the term "Aggrieved Employees" refers to all current and former non-exempt employees of Defendant in the State of California who were paid overtime wages at any time from May 10, 2023, through the present.

1 Defendants.

2 13. At all times herein mentioned, Defendants, and each of them, were members of,
3 and engaged in, a joint venture, partnership and common enterprise, and acting within the course
4 and scope of, and in pursuance of, said joint venture, partnership and common enterprise.

5 14. At all times herein mentioned, the acts and omissions of various Defendants, and
6 each of them, concurred and contributed to the various acts and omissions of each and all of the
7 other Defendants in proximately causing the injuries and damages as herein alleged. At all times
8 herein mentioned, Defendants, and each of them, ratified each and every act or omission
9 complained of herein. At all times herein mentioned, Defendants, and each of them, aided and
10 abetted the acts and omissions of each and all of the other Defendants in proximately causing the
11 damages as herein alleged.

12 **FIRST CAUSE OF ACTION**

13 **VIOLATION OF LABOR CODE § 2698 *ET. SEQ.***

14 **(BY PLAINTIFF, ON BEHALF OF THE STATE AND ALL AGGRIEVED**
15 **EMPLOYEES, AGAINST ALL DEFENDANTS)**

16 15. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as
17 though fully set forth herein.

18 16. Plaintiff brings this cause of action as a proxy for the State of California, and in this
19 capacity, seeks penalties on behalf of all Aggrieved Employees from May 10, 2023, through the
20 present, for Defendant’s policy and practice of failing to provide accurate and complete wage
21 statements to employees, in violation of Labor Code section 226.

22 17. Labor Code section 226(a)(9) requires that employers provide accurate itemized
23 statements showing “all applicable hourly rates in effect during the pay period and the
24 corresponding number of hours worked at each hourly rate by the employee.” Plaintiff and
25 Aggrieved Employees were paid hourly. As such, the wage statements provided to these
26 employees should have accurately reflected all applicable hourly rates in effect during the pay
27 period, the corresponding number of hours worked at each hourly rate, the total hours worked and
28 the gross/net wages earned. However, the wage statements Defendants provided to Plaintiff and

Aggrieved Employees failed to include such information when overtime wages were paid. Instead, the wage statements fail to list accurate overtime figures. Specifically, when the listed overtime rate is multiplied by the listed overtime hours, the amount does not equal the listed overtime pay. Accordingly, Defendant failed in its affirmative obligation to provide accurate itemized wage statements to Plaintiff and other Aggrieved Employees.

18. On or about May 10, 2024, Plaintiff submitted notice online to the California Labor & Workforce Development Agency (“LWDA”) of Defendant’s violations of Labor Code section 226, pursuant to Labor Code section 2698, et seq., the Private Attorney General Act (“PAGA”). More than sixty-five days (65) has elapsed since Plaintiff sent written notice.

19. To date, the LWDA has not responded to Plaintiff’s written notice. As such, pursuant to Labor Code section 2699(a), Plaintiff seeks recovery of any and all applicable civil penalties for Defendant’s violation of Labor Code section 226 for the time period described above, on behalf of herself and other Aggrieved Employees.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment for herself and all others on whose behalf this suit is brought against Defendants, jointly and severally, as follows:

1. Upon the First Cause of Action, for civil penalties according to proof pursuant to Labor Code section 2698 et seq., and for costs and attorneys’ fees;
2. For attorneys’ fees and costs as provided by California Labor Code section 2699, and Code of Civil Procedure section 1021.5; and
3. For such other and further relief the Court may deem just and proper.

DATED: July 16, 2024

THE KICK LAW FIRM, APC

By: 

Nicholas Rosenthal
Greg Taylor
Attorneys for Plaintiff and the Aggrieved
Employees