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

MARIA RUBALCAVA, as an individual and
on behalf of all other aggrieved employees,

Plaintiff,

vs.

ALSCO UNIFORMS, a Nevada corporation;
and DOES 1 through 100, inclusive,

Defendants.

Case No. 25STCV00345

**REPRESENTATIVE ACTION
COMPLAINT:**

**(1) CIVIL PENALTIES UNDER THE
PRIVATE ATTORNEYS GENERAL
ACT (LABOR CODE § 2698 *et seq.*)**

UNLIMITED CIVIL CASE

1 Plaintiff Maria Rubalcava (“Plaintiff”), on behalf of herself and all other aggrieved
2 employees, hereby brings this Representative Action Complaint against Defendants AlSCO
3 Uniforms, a Nevada corporation; and DOES 1 to 100, inclusive (collectively “Defendants”), and
4 on information and belief alleges as follows:

5 **JURISDICTION**

6 1. Plaintiff, on behalf of herself and all other aggrieved employees, hereby brings
7 this representative action for recovery of civil penalties under California Labor Code §§ 2698 *et*
8 *seq.*

9 2. This Court has jurisdiction over Defendants because, upon information and belief,
10 Defendants are citizens of California, Defendants have sufficient minimum contacts in
11 California, or otherwise intentionally avail themselves to the California market so as to render
12 the exercise of jurisdiction over them by the California courts consistent with the traditional
13 notions of fair play and substantial justice.

14 **VENUE**

15 3. Venue as to each Defendant is proper in this judicial district pursuant to California
16 Code of Civil Procedure §§ 395(a) and 395.5, as at least some of the acts and omissions
17 complained of herein occurred in the County of Los Angeles. Further, at all times relevant herein
18 Plaintiff was employed by Defendants within the County of Los Angeles.

19 **PARTIES**

20 4. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
21 Plaintiff was, and currently is, a California resident, residing in the County of Los Angeles.
22 During the one year immediately preceding Plaintiff’s giving of the required notice under the
23 PAGA, and within the statute of limitations periods applicable to the cause of action pled herein,
24 Plaintiff was employed by Defendants as an hourly non-exempt employee.

25 5. Plaintiff is informed and believes, and based thereon alleges, that during the one
26 year preceding Plaintiff’s giving of the required notice under the PAGA and continuing to the
27 present, Defendants did (and do) business by providing linen and uniform rental services, and
28 employed Plaintiff and other similarly-situated hourly non-exempt employees within the County

1 of Los Angeles and, therefore, were (and are) doing business in the County of Los Angeles and
2 the State of California.

3 6. Plaintiff is informed and believes, and thereon alleges, that at all times mentioned
4 herein, Defendants were licensed to do business in California and the County of Los Angeles, and
5 were the employers of Plaintiff and the Aggrieved Employees (as defined in Paragraph 16).

6 7. Plaintiff does not know the true names or capacities, whether individual, partner,
7 or corporate, of the defendants sued herein as DOES 1 to 100, inclusive, and for that reason, said
8 defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to
9 amend this Representative Action Complaint when such true names and capacities are discovered.
10 Plaintiff is informed, and believes, and thereon alleges, that each of said fictitious defendants,
11 whether individual, partners, or corporate, were responsible in some manner for the acts and
12 omissions alleged herein, and proximately caused Plaintiff and the Aggrieved Employees (as
13 defined in Paragraph 16) to be subject to the unlawful employment practices, wrongs, injuries,
14 and damages complained of herein.

15 8. Plaintiff is informed, and believes, and thereon alleges, that at all times mentioned
16 herein, Defendants were and are the employers of Plaintiff and the Aggrieved Employees (as
17 defined in Paragraph 16).

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

25 10. At all times mentioned herein, Defendants, and each of them, were members of
26 and engaged in a joint venture, partnership, and common enterprise, and acting within the course
27 and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further,
28 Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and the

Aggrieved Employees (as defined in Paragraph 16).

REPRESENTATIVE ACTION ALLEGATIONS

11. Defendants employ Plaintiff in the non-exempt job position of “Sorter” (or similarly titled position), which consists of moving and sorting linens. Plaintiff has been employed by Defendants from approximately 2012 until the present.

12. During Plaintiff’s employment with Defendants, Defendants have utilized a timekeeping system which has resulted in Plaintiff and other aggrieved employees not being compensated for all hours actually worked, whether by rounding, time-shaving, or otherwise. Specifically, during Plaintiff’s employment, Plaintiff has clocked in and out of her shifts through an electronic timeclock which records Plaintiff’s and other aggrieved employees’ hours worked to the minute; however, Defendants unlawfully rounded and/or shaved down Plaintiff’s and other aggrieved employees’ time entries, resulting in a failure to compensate Plaintiff and other aggrieved employees for all hours actually worked. Defendants’ rounding and/or shaving of time entries has not been even-handed and has resulted in Plaintiff and other aggrieved employees being deprived of all earned wages, including minimum wages for all hours worked, and overtime wages on those occasions when they worked over eight hours in a workday and/or forty hours in a workweek.

13. Defendants have also not provided Plaintiff and other aggrieved employees with all legally compliant meal periods. Specifically, Plaintiff’s and other aggrieved employees’ meal periods are regularly cut short (i.e., less than thirty (30) full minutes) by several minutes because a warning bell rings to tell employees to be at their work stations exactly 30 minutes after the start of their meal periods. Furthermore, Plaintiff and other aggrieved employees are never provided with meal periods that are a full 30 minutes of “net rest” in an area away from the work station that is appropriate for rest, which employers are required by the Wage Order to maintain for their employees to use during their meal and rest periods. Because of the distance between the breakrooms, the time clocks, and the areas where Plaintiff and other aggrieved employees perform their work duties, Plaintiff and other aggrieved employees have to shorten their meal periods several minutes in order to return to their work stations exactly 30 minutes after the start of their

1 meal periods. Additionally, when Plaintiff and other aggrieved employees work shifts in excess
2 of 10.0 hours, Defendants do not provide a second duty-free 30-minute meal period. On those
3 occasions when Plaintiff and other aggrieved employees were not provided with all legally-
4 required meal periods to which they were entitled, Defendants did not compensate Plaintiff and
5 other aggrieved employees with the required meal period premium for each workday in which
6 they experienced a meal period violation as mandated by Labor Code § 226.7. Upon information
7 and belief, during at least a portion of the relevant time period, Defendants maintained no payroll
8 code for paying meal period premiums under Labor Code § 226.7.

9 14. Throughout Plaintiff's employment with Defendants, Plaintiff and other aggrieved
10 employees have not been authorized and permitted to take all required rest periods due to
11 Defendants' rest period policies/practices. Similar to meal periods, Plaintiff's and other aggrieved
12 employees' rest periods are regularly cut short because a warning bell rings to tell employees to
13 be at their work stations exactly 10 minutes after the start of their rest periods, resulting in their
14 rest periods being cut short by several minutes. Further, because of the distance between the
15 breakroom and work areas, Plaintiff and other aggrieved employees often must end their rest
16 breaks several minutes before the required 10 minutes in order to return to work and avoid
17 disciplinary action. Thus, Plaintiff and other aggrieved employees are unable to ever take 10
18 minutes of "net rest" in an area appropriate for rest away from the workstation. On the occasions
19 when Plaintiff and other aggrieved employees were not provided with all legally-compliant rest
20 periods to which they were entitled, Defendants failed to compensate Plaintiff and other aggrieved
21 employees with the required rest period premium for each workday in which they experienced a
22 rest period violation as mandated by Labor Code § 226.7. Upon information and belief, during at
23 least a portion of the relevant time period, Defendants maintained no payroll code or other
24 mechanism for the payment of rest period premiums as required by Labor Code § 226.7 in the
25 event a legally compliant rest period was not provided to their non-exempt employees.

26 15. As a result of Defendants' failure to compensate Plaintiff and other aggrieved
27 employees for all minimum wages, overtime wages, and all meal and rest period premium wages,
28 Defendants maintained inaccurate payroll records and failed to issue accurate, compliant,

1 itemized wage statements. Furthermore, for a portion of the relevant time period, Defendants
2 failed to furnish to Plaintiff and other aggrieved employees with itemized wage statements, nor
3 made the wage statements accessible to Plaintiff and other aggrieved employees, in violation of
4 Labor Code § 226.

5 16. Based on the foregoing, Plaintiff seeks to represent herself and other aggrieved
6 employees, as defined by Labor Code § 2699(c), who have been aggrieved by the Labor Code
7 violations discussed herein.

8 **FIRST CAUSE OF ACTION**

9 **PRIVATE ATTORNEYS GENERAL ACT**

10 **(AGAINST ALL DEFENDANTS)**

11 17. Plaintiff re-alleges and incorporates by reference all prior paragraphs as though
12 fully set forth herein.

13 18. Defendants have committed several Labor Code violations against Plaintiff and
14 other aggrieved employees. Plaintiff, an “aggrieved employee” within the meaning of Labor
15 Code § 2698 *et seq.*, acting on behalf of herself and other aggrieved employees, brings this
16 representative action against Defendants to recover the civil penalties due to Plaintiff, other
17 aggrieved employees, and the State of California according to proof, including, but not limited
18 to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200.00 for
19 each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for
20 each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for
21 each initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per
22 employee per pay period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent
23 violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each
24 initial violation; and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per
25 employee per pay period; and/or (5) \$100.00 for each initial violation and \$200.00 for each
26 subsequent violation per employee per pay period for those violations of the Labor Code for
27 which no civil penalty is specifically provided, based on the following Labor Code violations:

28 a. Failing to pay minimum wages for all hours worked to Plaintiff and other

aggrieved employees in violation of Labor Code §§ 1182.12, 1194, 1194.2, and 1197;

b. Failing to pay Plaintiff and other aggrieved employees all earned overtime compensation in violation of Labor Code §§ 204, 510, 1194, and 1198;

c. Failing to provide all legally required meal periods, or to pay premium pay in lieu thereof, to Plaintiff and other aggrieved employees at the regular rate of pay in violation of Labor Code §§ 226.7, 512, 558, and 1198;

d. Failing to authorize and permit all legally required rest periods, or to pay premium pay in lieu thereof, to Plaintiff and other aggrieved employees at the regular rate of pay in violation of Labor Code §§ 226.7, 516, 558, and 1198;

e. Failing to furnish Plaintiff and other aggrieved employees with complete, accurate, itemized wage statements in violation of Labor Code § 226;

f. Failing to pay Plaintiff and other aggrieved employees all earned wages at least twice during each calendar month in violation of Labor Code § 204; and

g. Failing to maintain accurate records on behalf of Plaintiff and other aggrieved employees in violation of Labor Code §§ 1174 and 1198.

19. On or about October 30, 2024, Plaintiff notified Defendant AlSCO Uniforms via certified mail, and the California Labor and Workforce Development Agency (“LWDA”) via its website, 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 18 (a)-(g). Now that sixty-five days have passed from Plaintiff notifying Defendants of these violations, Plaintiff has exhausted her administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations.

20. Plaintiff was compelled to retain the services of counsel to file this court action to protect her interests and the interests of other aggrieved employees, and to assess and collect the civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys’ fees and costs, which she is entitled to receive under California Labor Code § 2699.

1 **PRAYER**

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

4 1. Upon the First Cause of Action, for civil penalties due to Plaintiff, other aggrieved
5 employees, and the State of California according to proof pursuant to Labor Code §§ 558 and
6 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure
7 to pay each employee and \$200 for each subsequent violation or willful or intentional violation
8 pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount
9 unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent violation
10 pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial violation
11 and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per
12 pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation
13 pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for each initial
14 violation and \$200 for each subsequent violation per employee per pay period for those violations
15 of the Labor Code for which no civil penalty is specifically provided, based on the Labor Code
16 violations identified in Paragraph 18 (a)-(g);

17 2. On all causes of action, for attorneys' fees and costs as provided by Labor Code §
18 2699(g) and Code of Civil Procedure § 1021.5; and

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

20
21 Dated: January 6, 2025

Respectfully submitted,
HAINES LAW GROUP, APC

22
23 By:



24 Paul K. Haines
25 Sean M. Blakely
26 Attorneys for Plaintiff
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