

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

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WRITERS EXT:
1004

February 8, 2024
CA3175

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

Poplin Technologies, Inc.
Certified Mail #9589071052701316528643
INCORPORATING SERVICES, LTD.
3500 SOUTH DUPONT HIGHWAY
DOVER, DE 19901

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204 *et seq.*, 210, 226(a), 226.7, 226.8, 246, 1351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2570.3 *et seq.*, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 11070(14) (Failure to Provide Seating), Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

“Aggrieved Employees” refers to all individuals who are or previously were employed by Sudshare CA LLC and/or Poplin Technologies, Inc. in California as Laundry Pros and who were classified as independent contractors during the time period of February 8, 2023 until a date as determined by the Court. Our offices represent (“Plaintiff”) Krystail Cousins, and other Aggrieved Employees in a lawsuit against Sudshare CA LLC and/or Poplin Technologies, Inc. (“Defendant”). Plaintiff was employed by Defendant as a Laundry Pro in California from February of 2023 to October of 2023 and was classified as an independent contractor. However, the job duties of Plaintiff and other Aggrieved Employees did not entitle Defendant to claim any exemption from minimum wages, overtime wages, meal and rest periods and reimbursement of business expenses as to Plaintiff and other Aggrieved Employees, among other things. Plaintiff and Aggrieved Employees should have been classified by Defendant as non-exempt employees entitled to the legally required meal and rest breaks and payment for all time worked under Defendant’s control. As a result, Plaintiff and other Aggrieved Employees worked time for which they were unlawfully not paid the correct compensation. Further, Defendant unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for all of their time worked, including minimum and overtime wages, and for all of their missed meal and rest breaks. Moreover, when Defendant required Plaintiff and Aggrieved Employees to report for work, but “furnished less than half said employee’s usual or scheduled day’s work,” Defendant violated Cal. Code Regs., tit. 8 § 11040, subd. 5(A) by failing to pay Plaintiff and Aggrieved

Employees for at least two (2) hours' worth of work at their regular rate of pay. In addition, when Defendant required Plaintiff and Aggrieved Employees to respond to and engage in additional work, this resulted in a second reporting for work in a single workday, and Defendant failed to pay these employees reporting time pay as required by Cal. Code Regs., tit. 8, § 11040, subd. 5(B). Further, Defendant failed to advise Plaintiff and the other Aggrieved Employees of their right to take separately and hourly paid duty-free ten (10) minute rest periods. *See Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5th 98, 110 (2017). Additionally, pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages. Plaintiff further contend that Defendant failed to provide accurate wage statements to Plaintiff, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Additionally, Plaintiff contend that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiff began and ended each shift and meal period. Said conduct, in addition to the foregoing, as well as the conduct alleged in the incorporated Complaint, violates Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 226(a), 226.7, 226.8, 246, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

A true and correct copy of the Complaint by Plaintiff against Defendant, which (i) identifies the alleged violations, (ii) details the facts and theories which support the alleged violations, (iii) details the specific work performed by Plaintiff, (iii) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiff, and (iv) sets forth the illegal practices used by Defendant, is attached hereto. This information provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency's reference. Plaintiff therefore incorporate the allegations of the attached Complaint into this letter as if fully set forth herein. If the agency needs any further information, please do not hesitate to ask.

This notice is provided to enable Plaintiff to proceed with the Complaint against Defendant as authorized by California Labor Code section 2695, *et seq.* The filing fee of \$75 is being mailed to the Department of Industrial Restations Accounting unit with an identification of the Plaintiff, the Defendant and the notice. The lawsuit consists of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorney General Statue of 2004 on behalf of Plaintiff and all Aggrieved Employees.

Your earliest response to this notice is appreciated. If you have any questions of concerns, please do not hesitate to contact me at the above number and address.

Respectfully,

/s/ *Nicholas J. De Blouw*

Nicholas J. De Blouw, Esq.

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Employees for at least two (2) hours' worth of work at their regular rate of pay. In addition, when Defendant required Plaintiff and Aggrieved Employees to respond to and engage in additional work, this resulted in a second reporting for work in a single workday, and Defendant failed to pay these employees reporting time pay as required by Cal. Code Regs., tit. 8, § 11040, subd. 5(B). Further, Defendant failed to advise Plaintiff and the other Aggrieved Employees of their right to take separately and hourly paid duty-free ten (10) minute rest periods. *See Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5th 98, 110 (2017). Additionally, pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages. Plaintiff further contend that Defendant failed to provide accurate wage statements to Plaintiff, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Additionally, Plaintiff contend that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiff began and ended each shift and meal period. Said conduct, in addition to the foregoing, as well as the conduct alleged in the incorporated Complaint, violates Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 226(a), 226.7, 226.8, 246, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

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Your earliest response to this notice is appreciated. If you have any questions of concerns, please do not hesitate to contact me at the above number and address.

Respectfully,

/s/ *Nicholas J. De Blouw*

Nicholas J. De Blouw, Esq.

1 **BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP**

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6 Attorneys for Plaintiff

7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

8 **IN AND FOR THE COUNTY OF LOS ANGELES**

9
10 KRYSTAIL COUSINS, an individual, on
behalf of herself, and on behalf of all persons
11 similarly situated,

12 Plaintiff,

13 vs.

14 POPLIN TECHNOLOGIES, INC., a
Corporation; SUDSHARE CA, LLC, a Limited
15 Liability Company; and DOES 1 through 50,
inclusive,

16 Defendants.
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Case No. _____

CLASS ACTION COMPLAINT FOR:

1. UNFAIR COMPETITION IN VIOLATION OF CAL. BUS. & PROF, CODE §§ 17200, *et seq.*;
2. FAILURE TO PAY MINIMUM WAGES IN VIOLATION OF CAL. LAB. CODE §§ 1194, 1197 & 1197.1;
3. FAILURE TO PAY OVERTIME WAGES IN VIOLATION OF CAL. LAB. CODE §§ 510, 1194 & 1198, *et seq.*;
4. FAILURE TO PROVIDE REQUIRED MEAL PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;
5. FAILURE TO PROVIDE REQUIRED REST PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;
6. FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS IN VIOLATION OF CAL. LAB. CODE § 226;
7. FAILURE TO REIMBURSE EMPLOYEES FOR REQUIRED EXPENSES IN VIOLATION OF CAL. LAB. CODE § 2802; and,
8. FAILURE TO PROVIDE WAGES WHEN DUE IN VIOLATION OF CAL. LAB. CODE §§ 201, 202 AND 203

DEMAND FOR A JURY TRIAL

1 Plaintiff Krystail Cousins (“PLAINTIFF”), an individual, on behalf of herself and
2 all other similarly situated current and former employees, alleges on information and belief,
3 except her own acts and knowledge, the following:

4 5 **INTRODUCTION**

6 1. Defendant Poplin Technologies, Inc. and Sudshare CA, LLC (“DEFENDANT”)
7 in order to service their customers, hires workers to aid DEFENDANT in providing laundering
8 services, including but not limited to washing, drying, folding and delivering laundry. The cost,
9 as proscribed by law, of the personnel hired to work for DEFENDANT, includes not only the
10 pay and overtime pay of these employees but the cost of the employer's share of tax payments
11 to the federal and state governments for income taxes, social security taxes, medicare insurance,
12 unemployment insurance and payments for workers' compensation insurance ("Business Related
13 Expenses"). To avoid the payment of these legally proscribed Business Related Expenses to the
14 fullest extent possible, DEFENDANT devised a scheme to place the responsibility for the
15 payment of these costs and expenses of DEFENDANT on the shoulders of PLAINTIFF and
16 other Laundry Pros. As employer, DEFENDANT is legally responsible for the payment of all
17 these Business Related Expenses. This lawsuit is brought on behalf of the Laundry Pros and
18 other similar job titles for persons who worked for DEFENDANT in California and were
19 classified as independent contractors, in order to collect the wages due them as employees of
20 DEFENDANT, the cost of the employer's share of payments to the federal and state
21 governments for income taxes, social security taxes, medicare insurance, unemployment
22 insurance and payments for workers' compensation insurance, plus penalties and interest.

23 24 **THE PARTIES**

25 2. DEFENDANT at all relevant times mentioned herein conducted and continues
26 to conduct substantial and regular business in the State of California.

27 3. DEFENDANT operates a business that connects individuals looking for laundry
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1 services on demand.

2 4. PLAINTIFF was employed by DEFENDANT as a Laundry Pro from February
3 of 2023 to October of 2023 and was classified by DEFENDANT as an independent contractor
4 during her entire employment with DEFENDANT.

5 5. California Labor Code Section 226.8 provides that “[i]t is unlawful for any person
6 or employer to engage in . . . [w]illful misclassification of an individual as an independent
7 contractor.” The penalty for willful misclassification of employees is a “civil penalty of not less
8 than five thousand dollars (\$5,000) and not more than fifteen thousand dollars (\$15,000) for
9 each violation, in addition to any other penalties or fines permitted by law.” It is further
10 provided that, in the event that an employer is found to have engaged in “a pattern or practice
11 of these violations,” the penalties increase to “not less than ten thousand dollars (\$10,000) and
12 not more than twenty-five thousand dollars (\$25,000) for each violation, in addition to any other
13 penalties or fines permitted by law.” Cal. Labor Code § 226.8.

14 6. Here, DEFENDANT has willfully misclassified PLAINTIFF, Laundry Pros and
15 other similarly situated persons with similar job titles collectively referred herein as “Laundry
16 Pros” as described in Cal. Labor Code § 226.8 and Labor Code Section 2750.3 *et seq.*, and
17 further, that DEFENDANT has engaged in a “pattern or practice” of such violations as
18 contemplated by the California Labor Code.

19 7. Upon hire, the position of a Laundry Pro was represented by DEFENDANT to
20 PLAINTIFF and the other Laundry Pros as an independent contractor position capable of paying
21 an hourly rate for time worked for DEFENDANT. PLAINTIFF and other Laundry Pros were
22 paid an hourly rate to perform services on DEFENDANT’s behalf. PLAINTIFF and other
23 Laundry Pros were not compensated overtime wages for any of their time spent working in
24 excess of eight (8) hours in a workday and/or forty (40) hours in a workweek.

25 8. To perform their job duties, the PLAINTIFF and the other Laundry Pros
26 performed work subject to the control of DEFENDANT in that DEFENDANT had the authority
27 to exercise complete control over the work performed and the manner and means in which the
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1 work was performed. DEFENDANT provided the customers and DEFENDANT provided the
2 instructions as to how to perform their services.

3 9. California Labor Code § 3357 defines “employee” as “every person in the service
4 of an employer under any appointment or contact of hire or apprenticeship, express or implied,
5 oral or written, whether lawfully or unlawfully employed.” In addition to the California Labor
6 Code’s presumption that workers are employees, the California Supreme Court has determined
7 the most significant factor to be considered in distinguishing an independent contractor from
8 an employee is whether the *employer or principal has control or the right to control the work*
9 *both as to the work performed and the manner and means in which the work is performed.*

10 DEFENDANT heavily controlled both the work performed and the manner and means in which
11 PLAINTIFF and the other Laundry Pros performed their work in that:

12 (a) PLAINTIFF and other Laundry Pros were not involved in a distinct
13 business, but instead were provided with instructions as to how to perform their work and the
14 manner and means in which the work was to be performed by means of DEFENDANT’s
15 manuals and written instructions;

16 (b) PLAINTIFF and other Laundry Pros were continuously provided with
17 training and supervision, including following DEFENDANT’s company documents and
18 received training from DEFENDANT as to how and in what way to perform services;

19 (c) DEFENDANT set the requirements as to what policies and procedures all
20 of the Laundry Pros were to follow;

21 (d) PLAINTIFF and other Laundry Pros had no opportunity for profit or loss
22 because DEFENDANT only paid these employees based on the number of garments they
23 processed for DEFENDANT and DEFENDANT controlled and assigned the weekly schedules
24 PLAINTIFF and other Laundry Pros were required to work. DEFENDANT also controlled
25 which Laundry Pros would receive a particular laundry assignment;

26 (e) PLAINTIFF and other Laundry Pros performed laundry services which is
27 part of DEFENDANT's principal business and is closely integrated with and essential to the
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1 employer's business of providing laundry services to their customers;

2 (f) PLAINTIFF and other Laundry Pros performed the work themselves and
3 did not hire others to perform their work for them;

4 (g) PLAINTIFF and other Laundry Pros did not have the authority to make
5 employment-related personnel decisions;

6 (h) PLAINTIFF and other Laundry Pros performed their work in a particular
7 order and sequence in accordance with DEFENDANT's company policy; and,

8 (i) DEFENDANT had the "right" to control every critical aspect of
9 DEFENDANT's daily services in that DEFENDANT provided step-by-step instructions to
10 PLAINTIFF and other Laundry Pros as to the entire process of assisting clients. PLAINTIFF
11 and other Laundry Pros provided services ONLY for DEFENDANT's customers, which
12 DEFENDANT controlled via the company's technology.

13 10. As a result, stripped of all the legal fictions and artificial barriers to an honest
14 classification of the relationship between PLAINTIFF and all the other Laundry Pros on the one
15 hand, and DEFENDANT on the other hand, PLAINTIFF and all the other Laundry Pros are and
16 were employees of DEFENDANT and not independent contractors of DEFENDANT and
17 should therefore be properly classified as non-exempt, hourly employees.

18 11. PLAINTIFF brings this Class Action on behalf of herself and a California class,
19 defined as all individuals who worked for Poplin Technologies, Inc. and/or Sudshare CA, LLC
20 in California as a Laundry Pro and who were classified as independent contractors (the
21 "CALIFORNIA CLASS") at any time during the period beginning four (4) years prior to the
22 filing of this Complaint and ending on the date as determined by the Court (the "CALIFORNIA
23 CLASS PERIOD"). The amount in controversy for the aggregate claim of CALIFORNIA
24 CLASS Members is under five million dollars (\$5,000,000.00).

25 12. As a matter of company policy, practice and procedure, DEFENDANT has
26 unlawfully, unfairly and/or deceptively classified every CALIFORNIA CLASS Member as
27 "independent contractors" in order to unlawfully avoid compliance with all applicable federal
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1 and state laws that require payment for all time worked, business expenses, and the employer's
2 share of payroll taxes and mandatory insurance. As a result of the scheme to defraud the federal
3 and state governments and the CALIFORNIA CLASS Members, PLAINTIFF and the
4 CALIFORNIA CLASS Members were underpaid throughout their employment with
5 DEFENDANT. The true names and capacities, whether individual, corporate, associate or
6 otherwise of the Defendants sued here as DOES 1 through 50, inclusive, are presently unknown
7 to PLAINTIFF who therefore sue these Defendants by such fictitious names pursuant to Cal.
8 Civ. Proc. Code § 474. PLAINTIFF is informed and believes, and based thereon, allege that
9 each of the Defendants designated herein is legally responsible in some manner for the unlawful
10 acts referred to herein. PLAINTIFF will seek leave of Court to amend this Complaint to reflect
11 the true names and capacities of the Defendants when they have been ascertained and become
12 known.

13 13. The agents, servants and/or employees of the Defendants and each of them
14 acting on behalf of the Defendants acted within the course and scope of his, her or its authority
15 as the agent, servant and/or employee of the Defendants, and personally participated in the
16 conduct alleged herein on behalf of the Defendants with respect to the conduct alleged herein.
17 Consequently, the acts of each Defendant are legally attributable to the other Defendants and
18 all Defendants are jointly and severally liable to the PLAINTIFF and the other members of the
19 CLASS, for the loss sustained as a proximate result of the conduct of the Defendants' agents,
20 servants and/or employees.

21 THE CONDUCT

22 14. The finite set of tasks required of PLAINTIFF and the other CALIFORNIA
23 CLASS Members as defined by DEFENDANT was executed by them through the performance
24 of non-exempt labor.
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26 15. Although PLAINTIFF and the other CALIFORNIA CLASS Members performed
27 non-exempt labor subject to DEFENDANT's complete control over the manner and means of
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1 performance, DEFENDANT instituted a blanket classification policy, practice and procedure
2 by which all of these CALIFORNIA CLASS Members were classified as "independent
3 contractors" exempt from compensation for overtime worked, meal breaks and rest breaks, and
4 reimbursement for business related expenses. By reason of this uniform misclassification, the
5 CALIFORNIA CLASS Members were also required to pay DEFENDANT 's share of payroll
6 taxes and mandatory insurance premiums. As a result of this uniform misclassification practice,
7 policy and procedure applicable to PLAINTIFF and the other CALIFORNIA CLASS Members
8 who performed this work for DEFENDANT, DEFENDANT committed acts of unfair
9 competition in violation of the California Unfair Competition law, Cal. Bus. & Prof. Code §§
10 17200, *et seq.* (the "UCL"), by engaging in a company-wide policy, practice and procedure
11 which uniformly failed to properly classify PLAINTIFF and the other CALIFORNIA CLASS
12 Members as employees and thereby failed to pay them overtime wages for overtime worked,
13 reimbursement of business related expenses, failed to provide them with meal and rest breaks,
14 and failed to reimburse these employees for the employer's share of payroll taxes and mandatory
15 insurance. The proper classification of these employees is DEFENDANT's burden. As a result
16 of DEFENDANT's intentional disregard of the obligation to meet this burden, DEFENDANT
17 violated the California Labor Code and regulations promulgated thereunder as herein alleged.
18 DEFENDANT did not have in place a policy, practice or procedure that provided meal and/or
19 rest breaks to PLAINTIFF and CALIFORNIA CLASS Members as evidenced by
20 DEFENDANT's business records which contain no record of these breaks.

21 16. DEFENDANT, as a matter of law, has the burden of proving that employees are
22 properly classified and that DEFENDANT otherwise complies with applicable laws.
23 DEFENDANT, as a matter of corporate policy, erroneously and unilaterally classified all the
24 CALIFORNIA CLASS Members as independent contractors.

25 17. PLAINTIFF and all the CALIFORNIA CLASS Members are and were uniformly
26 classified and treated by DEFENDANT as independent contractors at the time of hire and
27 thereafter, DEFENDANT failed to take proper steps to determine whether the PLAINTIFF and
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1 the CLASS Members are properly classified under the applicable Industrial Welfare
2 Commission Wage Order and Cal. Lab. Code § 510 as exempt from applicable labor laws.
3 Since DEFENDANT affirmatively and willfully misclassified PLAINTIFF and CALIFORNIA
4 CLASS Members in compliance with California labor laws, DEFENDANT's practices violated
5 and continue to violate California law. In addition, DEFENDANT acted deceptively by falsely
6 and fraudulently classifying PLAINTIFF and each CALIFORNIA CLASS Member as
7 independent contractors when DEFENDANT knew or should have known that this
8 classification was false and not based on known facts. DEFENDANT also acted deceptively
9 by violating the California labor laws, and as a result of this policy and practice, DEFENDANT
10 also violated the UCL. In doing so, DEFENDANT cheated the competition by paying the
11 CALIFORNIA CLASS less than the amount competitors paid who complied with the law and
12 cheated the CALIFORNIA CLASS by not paying them in accordance with California law.

13 18. As a result of their rigorous work schedules, PLAINTIFF and other
14 CALIFORNIA CLASS Members were from time to time unable to take off duty meal breaks
15 and were not fully relieved of duty for meal periods. PLAINTIFF and other CALIFORNIA
16 CLASS Members were required from time to time to perform work as ordered by
17 DEFENDANT for more than five (5) hours during a shift without receiving an off-duty meal
18 break. Further, DEFENDANT failed to provide PLAINTIFF and CALIFORNIA CLASS
19 Members with a second off-duty meal period from time to time in which these employees were
20 required by DEFENDANT to work ten (10) hours of work. PLAINTIFF and the other
21 CALIFORNIA CLASS Members therefore forfeited meal breaks without additional
22 compensation and in accordance with DEFENDANT's strict corporate policy and practice.

23 19. During the CALIFORNIA CLASS PERIOD, PLAINTIFF and other
24 CALIFORNIA CLASS Members were also required from time to time to work in excess of four
25 (4) hours without being provided ten (10) minute rest periods. Further, these employees were
26 denied their first rest periods of at least ten (10) minutes for some shifts worked of at least two
27 (2) to four (4) hours from time to time, a first and second rest period of at least ten (10) minutes
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1 for some shifts worked of between six (6) and eight (8) hours from time to time, and a first,
2 second and third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours
3 or more from time to time. PLAINTIFF and other CALIFORNIA CLASS Members were also
4 not provided with one hour wages in lieu thereof. As a result of their rigorous work schedules,
5 PLAINTIFF and other CALIFORNIA CLASS Members were from time to time denied their
6 proper rest periods by DEFENDANT and DEFENDANT's managers.

7 20. DEFENDANT intentionally and knowingly fails to reimburse and indemnify
8 PLAINTIFF and the other CALIFORNIA CLASS Members for required business expenses
9 incurred by PLAINTIFF and other CALIFORNIA CLASS Members in direct consequence of
10 discharging their duties on behalf of DEFENDANT. Under California Labor Code Section
11 2802, employers are required to indemnify employees for all expenses incurred in the course
12 and scope of their employment. Cal. Lab. Code § 2802 expressly states that "an employer shall
13 indemnify his or her employee for all necessary expenditures or losses incurred by the employee
14 in direct consequence of the discharge of his or her duties, or of his or her obedience to the
15 directions of the employer, even though unlawful, unless the employee, at the time of obeying
16 the directions, believed them to be unlawful."

17 21. In the course of their employment PLAINTIFF and other CALIFORNIA CLASS
18 Members as a business expense, are required by DEFENDANT to use personal cellular phones
19 and their home offices as a result of and in furtherance of their job duties as employees for
20 DEFENDANT but were not reimbursed or indemnified by DEFENDANT for the cost
21 associated with the use of the personal cellular phones and personal vehicles for
22 DEFENDANT's benefit. In order to work as a Laundry Pro for DEFENDANT, PLAINTIFF
23 and other CALIFORNIA CLASS Members are required to communicate with DEFENDANT
24 and as such it is mandatory to have a cell phone that is compatible to remain in constant contact
25 with DEFENDANT and DEFENDANT's customers. As a result, in the course of their
26 employment with DEFENDANT, PLAINTIFF and other members of the CALIFORNIA
27 CLASS incurred unreimbursed business expenses which include, but are not limited to, costs
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1 related to the use of their personal cellular phones and personal vehicle expenses all on behalf
2 of and for the benefit of DEFENDANT.

3 22. From time to time, DEFENDANT also failed to provide PLAINTIFF and the
4 other members of the CALIFORNIA CLASS with complete and accurate wage statements
5 which failed to show, among other things, the correct amount of time worked, including, work
6 performed in excess of eight (8) hours in a workday and/or forty (40) hours in any workweek,
7 and correct amount of net and/or gross wages earned. Cal. Lab. Code § 226 provides that every
8 employer shall furnish each of his or her employees with an accurate itemized wage statement
9 in writing showing, among other things, gross wages earned and all applicable hourly rates in
10 effect during the pay period and the corresponding amount of time worked at each hourly rate.
11 As a result, DEFENDANT provided PLAINTIFF and the other members of the CALIFORNIA
12 CLASS with wage statements which violated Cal. Lab. Code § 226.

13 23. By reason of this conduct applicable to PLAINTIFF and all the CALIFORNIA
14 CLASS Members, DEFENDANT committed acts of unfair competition in violation of the
15 California Unfair Competition law, Cal. Bus. & Prof. Code §§ 17200, *et seq.* (the "UCL"), by
16 engaging in a company-wide policy, practice and procedure which failed to correctly classify
17 PLAINTIFF and the CALIFORNIA CLASS Members as employees. The proper classification
18 of these employees is DEFENDANT's burden. As a result of DEFENDANT's intentional
19 disregard of the obligation to meet this burden, DEFENDANT failed to pay all required
20 overtime compensation for work performed by PLAINTIFF and other CALIFORNIA CLASS
21 Members and violated the California Labor Code and regulations promulgated thereunder as
22 herein alleged. The amount in controversy for PLAINTIFF individually does not exceed the
23 sum or value of \$75,000.

24 **THE CALIFORNIA CLASS**

25 24. PLAINTIFF brings the First Cause of Action for Unfair, Unlawful and Deceptive
26 Business Practices pursuant to Cal. Bus. & Prof. Code §§ 17200, *et seq.* (the "UCL") as a Class
27 Action, pursuant to Cal. Code of Civ. Proc. § 382, on behalf of a California class, defined as all
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1 individuals who worked for Poplin Technologies, Inc. and/or Sudshare CA, LLC in California
2 as a Laundry Pro and who were classified as independent contractors (the "CALIFORNIA
3 CLASS") at any time during the period beginning four (4) years prior to the filing of this
4 Complaint and ending on the date as determined by the Court (the "CALIFORNIA CLASS
5 PERIOD"). The amount in controversy for the aggregate claim of CALIFORNIA CLASS
6 Members is under five million dollars (\$5,000,000.00).

7 25. To the extent equitable tolling operates to toll claims by the CALIFORNIA
8 CLASS against DEFENDANT, the CALIFORNIA CLASS PERIOD should be adjusted
9 accordingly.

10 26. All CALIFORNIA CLASS Members who performed and continue to perform this
11 work for DEFENDANT during the CALIFORNIA CLASS PERIOD are similarly situated in
12 that they are subject to DEFENDANT's policy and practice that required them to perform work
13 without compensation as required by law.

14 27. DEFENDANT, as a matter of corporate, policy, practice and procedure, and in
15 violation of the applicable California Labor Code, Industrial Welfare Commission ("IWC")
16 Wage Order requirements, and the applicable provisions of California law, intentionally,
17 knowingly and willfully engaged in a practice whereby DEFENDANT unfairly, unlawfully and
18 deceptively instituted a practice to ensure that all individuals employed as independent
19 contractors were not properly classified as non-exempt employees from the requirements of
20 California Labor Code § 510.

21 28. During the CALIFORNIA CLASS PERIOD, DEFENDANT violated the rights
22 of the PLAINTIFF and the CALIFORNIA CLASS Members under California law, without
23 limitation, in the following manners:

- 24 (a) Violating the California Unfair Competition laws, Cal. Bus. & Prof. Code
25 §§ 17200, *et seq.* the ("UCL"), in that DEFENDANT, while acting as
26 employer, devised and implemented a scheme whereby PLAINTIFF and
27 the CALIFORNIA CLASS Members are forced to unlawfully, unfairly
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1 and deceptively shoulder the cost of DEFENDANT's wages for all unpaid
2 overtime, business related expenses, and DEFENDANT's share of
3 employment taxes, social security taxes, unemployment insurance and
4 workers' compensation insurance;

5 (b) Violating the California Unfair Competition laws, Cal. Bus. & Prof. Code
6 §§ 17200, *et seq.* the ("UCL"), by unlawfully, unfairly and/or deceptively
7 having in place company policies, practices and procedures that uniformly
8 misclassified PLAINTIFF and the CALIFORNIA CLASS Members as
9 independent contractors;

10 (c) Violating the California Unfair Competition laws, Cal. Bus. & Prof. Code
11 §§ 17200, *et seq.* the ("UCL"), by unlawfully, unfairly and/or deceptively
12 failing to have in place a company policy, practice and procedure that
13 accurately determined the amount of working time spent by PLAINTIFF
14 and the CALIFORNIA CLASS Members performing non-exempt
15 employee labor;

16 (d) Violating the California Unfair Competition laws, Cal. Bus. & Prof. Code
17 §§ 17200, *et seq.* the ("UCL"), by failing to provide PLAINTIFF and the
18 other members of the CALIFORNIA CLASS with all legally required
19 meal and rest breaks; and,

20 (e) Violating the California Unfair Competition laws, Cal. Bus. & Prof. Code
21 §§ 17200, *et seq.* the ("UCL") by violating Cal. Lab. Code § 2802 by
22 failing to reimburse PLAINTIFF and the CALIFORNIA CLASS members
23 with necessary expenses incurred in the discharge of their job duties.

24 29. As a result of DEFENDANT's policies, practices and procedures, there are
25 numerous questions of law and fact common to all CALIFORNIA CLASS Members who
26 worked for during the CALIFORNIA CLASS PERIOD. These questions include, but are not
27 limited, to the following:

- 1 (a) Whether PLAINTIFF and other CALIFORNIA CLASS Members were
2 misclassified as independent contractors by DEFENDANT;
- 3 (b) Whether the PLAINTIFF and the CALIFORNIA CLASS Members all
4 afforded all the protections of the California Labor Code that apply when
5 properly classified as non-exempt employees;
- 6 (c) Whether DEFENDANT's policies, practices and pattern of conduct
7 described in this Complaint was and is unlawful;
- 8 (d) Whether DEFENDANT unlawfully failed to pay their share of state and
9 federal employment taxes as required by state and federal tax laws;
- 10 (e) Whether DEFENDANT's policy, practice and procedure of classifying the
11 CALIFORNIA CLASS Members as independent contractors exempt from
12 hourly wages laws for all time worked and failing to pay the
13 CALIFORNIA CLASS Members all amounts due violates applicable
14 provisions of California State law;
- 15 (f) Whether DEFENDANT unlawfully failed to keep and furnish the
16 CALIFORNIA CLASS Members with accurate records of all time
17 worked, including overtime worked;
- 18 (g) Whether DEFENDANT has engaged in unfair competition by the
19 above-listed conduct; and,
- 20 (h) Whether DEFENDANT's conduct was willful.

21 30. This Class Action meets the statutory prerequisites for the maintenance of a Class
22 Action as set forth in Cal. Code of Civ. Proc. § 382, in that:

23 (a) The persons who comprise the CALIFORNIA CLASS are so numerous
24 that the joinder of all such persons is impracticable and the disposition of their claims as a class
25 will benefit the parties and the Court;

26 (b) Nearly all factual, legal, statutory, declaratory and injunctive relief issues
27 that are raised in this Complaint are common to the CALIFORNIA CLASS and will apply to
28

1 every CALIFORNIA CLASS Member;

2 (c) The claims of the representative PLAINTIFF are typical of the claims of
3 each member of the CALIFORNIA CLASS. PLAINTIFF, like all the CALIFORNIA CLASS
4 Members, were classified as an independent contractor upon hiring based on the defined
5 corporate policies and practices and labors under DEFENDANT's systematic procedure that
6 failed to properly classify the PLAINTIFF and the CALIFORNIA CLASS Members.
7 PLAINTIFF sustained economic injury as a result of DEFENDANT's employment practices.
8 PLAINTIFF and the CALIFORNIA CLASS Members were and are similarly or identically
9 harmed by the same unlawful, unfair, deceptive and persuasive pattern of misconduct engaged
10 in by DEFENDANT by deceptively telling all the CALIFORNIA CLASS Members that they
11 were not entitled to overtime wages, the employer's share of payment of payroll taxes and
12 mandatory insurance, and reimbursement for business expenses based on the defined corporate
13 policies and practices, and unfairly failed to pay these employees who were improperly
14 classified as independent contractors; and,

15 (d) The representative PLAINTIFF will fairly and adequately represent and
16 protect the interest of the CALIFORNIA CLASS, and have retained counsel who is competent
17 and experienced in Class Action litigation. There are no material conflicts between the claims
18 of the representative PLAINTIFF and the CALIFORNIA CLASS Members that would make
19 class certification inappropriate. Counsel for the CALIFORNIA CLASS will vigorously assert
20 the claims of all employees in the CALIFORNIA CLASS.

21 31. In addition to meeting the statutory prerequisites to a Class Action, this Action
22 is properly maintained as a Class Action pursuant to Cal. Code of Civ. Proc. § 382, in that:

23 (a) Without class certification and determination of declaratory, injunctive,
24 statutory and other legal questions within the class format, prosecution of separate actions by
25 individual members of the CALIFORNIA CLASS will create the risk of:

26 (i) Inconsistent or varying adjudications with respect to individual
27 members of the CALIFORNIA CLASS which would establish incompatible standards of
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1 conduct for the parties opposing the CALIFORNIA CLASS; and/or,

2 (ii) Adjudication with respect to individual members of the
3 CALIFORNIA CLASS which would as a practical matter be dispositive of the interests of the
4 other members not party to the adjudication or substantially impair or impeded their ability to
5 protect their interests.

6 (b) The parties opposing the CALIFORNIA CLASS have acted on grounds
7 generally applicable to the CALIFORNIA CLASS making appropriate class-wide relief with
8 respect to the CALIFORNIA CLASS as a whole in that DEFENDANT uniformly classified and
9 treated the CALIFORNIA CLASS Members as independent contractors and, thereafter,
10 uniformly failed to take proper steps to determine whether the CALIFORNIA CLASS Members
11 were properly classified as independent contractors, and thereby denied these employees wages
12 and payments for business expenses and the employer's share of payroll taxes and mandatory
13 insurance as required by law.

14 (i) With respect to the First Cause of Action, the final relief on behalf
15 of the CALIFORNIA CLASS sought does not relate exclusively to restitution because through
16 this claim the PLAINTIFF seek declaratory relief holding that DEFENDANT's policies and
17 practices constitute unfair competition, along with incidental equitable relief as may be
18 necessary to remedy the conduct declared to constitute unfair competition.

19 (c) Common questions of law and fact exist as to members of the
20 CALIFORNIA CLASS with respect to the practices and violations of California and federal law
21 as listed above, and predominate over any question affecting only individual members, and a
22 Class Action is superior to other available methods for the fair and efficient adjudication of the
23 controversy, including consideration of:

24 (i) The interest of the CALIFORNIA CLASS Members in individually
25 controlling the prosecution or defense of separate actions;

26 (ii) The extent and nature of any litigation concerning the controversy
27 already commenced by or against members of the CALIFORNIA CLASS;

1 (iii) In the context of wage litigation because as a practical matter a
2 substantial number of individual CALIFORNIA CLASS members will avoid asserting their
3 legal rights out of fear of retaliation by DEFENDANT, which may adversely affect an
4 individual's job with DEFENDANT or with a subsequent employer, the Class Action is the only
5 means to assert their claims through a representative;

6 (iv) The desirability or undesirability of concentration the litigation of
7 the claims in the particular forum;

8 (v) The difficulties likely to be encountered in the management of a
9 Class Action; and,

10 (vi) The basis of DEFENDANT's policies and practices applied to all
11 the CALIFORNIA CLASS Members.

12 32. The Court should permit this Action to be maintained as a Class Action pursuant
13 to Cal. Code of Civ. Proc. § 382 because:

14 (a) The questions of law and fact common to the CALIFORNIA CLASS
15 predominate over any question affecting only individual members;

16 (b) A Class Action is superior to any other available method for the fair and
17 efficient adjudication of the claims of the members of the CALIFORNIA CLASS;

18 (c) The CALIFORNIA CLASS Members are so numerous that it is impractical
19 to bring all CALIFORNIA CLASS Members before the Court;

20 (d) PLAINTIFF, and the CALIFORNIA CLASS Members, will not be able
21 to obtain effective and economic legal redress unless the action is maintained as a Class Action;

22 (e) There is a community of interest in obtaining appropriate legal and
23 equitable relief for the acts of unfair competition, statutory violations and other improprieties,
24 and in obtaining adequate compensation for the damages and injuries which DEFENDANT's
25 actions have inflicted upon the CALIFORNIA CLASS;

26 (f) There is a community of interest in ensuring that the combined assets and
27 available insurance of DEFENDANT are sufficient to adequately compensate the
28 CALIFORNIA CLASS Members for any injuries sustained;

1 (g) DEFENDANT has acted or has refused to act on grounds generally
2 applicable to the CALIFORNIA CLASS, thereby making final class-wide relief appropriate
3 with respect to the CLASS as a whole;

4 (h) The members of the CALIFORNIA CLASS are readily ascertainable from
5 the business records of DEFENDANT. The CALIFORNIA CLASS consists of all
6 DEFENDANT's Laundry Pros in California classified as independent contractors during the
7 CALIFORNIA CLASS PERIOD and subjected to DEFENDANT's policies, practices and
8 procedures as herein alleged; and,

9 (i) Class treatment provides manageable judicial treatment calculated to bring
10 an efficient and rapid conclusion to all litigation of all wage and hour related claims arising out
11 of DEFENDANT's conduct as to the CALIFORNIA CLASS Members.

12 33. DEFENDANT maintains records from which the Court can ascertain and identify
13 by name and job title, each of DEFENDANT's employees who have been intentionally
14 subjected to DEFENDANT's corporate policies, practices and procedures as herein alleged.
15 PLAINTIFF will seek leave to amend the complaint to include any additional job titles of
16 similarly situated employees when they have been identified.

17
18 **THE CALIFORNIA LABOR SUB-CLASS**

19 34. PLAINTIFF further brings the Second, Third, Fourth, Fifth, Sixth, Seventh and
20 Eighth Causes of Action on behalf of a California sub-class, defined as all members of the
21 CALIFORNIA CLASS who are or previously worked for Poplin Technologies, Inc. and/or
22 Sudshare CA, LLC in California as a Laundry Pro and who were classified as independent
23 contractors (the "CALIFORNIA LABOR SUB-CLASS") at any time during the period three
24 (3) years prior to the filing of the Complaint and ending on the date as determined by the Court
25 (the "CALIFORNIA LABOR SUB-CLASS PERIOD") pursuant to Cal. Code of Civ. Proc. §
26 382. The amount in controversy for the aggregate claim of CALIFORNIA LABOR SUB-
27 CLASS Members is under five million dollars (\$5,000,000.00).

28 35. DEFENDANT, as a matter of corporate policy, practice and procedure, and in

1 violation of the applicable California Labor Code (“Labor Code”), and Industrial Welfare
2 Commission (“IWC”) Wage Order requirements intentionally, knowingly, and wilfully, on the
3 basis of job title alone and without regard to the actual overall requirements of the job,
4 systematically classified PLAINTIFF and the other members of the CALIFORNIA LABOR
5 SUB-CLASS as independent contractors in order to avoid the payment of overtime wages, and
6 in order to avoid the obligations under the applicable California Labor Code provisions. To the
7 extent equitable tolling operates to toll claims by the CALIFORNIA LABOR SUB-CLASS
8 against DEFENDANT, the CALIFORNIA LABOR SUB-CLASS PERIOD should be adjusted
9 accordingly.

10 36. DEFENDANT maintains records from which the Court can ascertain and identify
11 by job title each of DEFENDANT’s employees who as CALIFORNIA LABOR SUB-CLASS
12 Members have been systematically, intentionally and uniformly misclassified as independent
13 contractors as a matter of DEFENDANT’s corporate policy, practices and procedures.
14 PLAINTIFF will seek leave to amend the complaint to include these additional job titles when
15 they have been identified.

16 37. The CALIFORNIA LABOR SUB-CLASS is so numerous that joinder of all
17 CALIFORNIA LABOR SUB-CLASS Members is impracticable.

18 38. DEFENDANT, as a matter of corporate policy, practice and procedure,
19 erroneously classified all Laundry Pros as independent contractors making these employees
20 exempt from California labor laws. All Laundry Pros, including PLAINTIFF, performed the
21 same finite set of tasks and were paid by DEFENDANT according to uniform and systematic
22 company procedures, which, as alleged herein above, failed to correctly pay minimum and
23 overtime compensation. This business practice was applied to each and every member of the
24 CALIFORNIA LABOR SUB-CLASS, and therefore, the propriety of this conduct can be
25 adjudicated on a class-wide basis.

26 39. DEFENDANT violated the rights of the CALIFORNIA LABOR SUB-CLASS
27 under California law by:

28 (a) Violating Cal. Lab. Code § 510 by misclassifying and thereby failing to

1 pay PLAINTIFF and the members of the CALIFORNIA LABOR SUB-
2 CLASS the correct overtime pay for a workday longer than eight (8) hours
3 and/or a workweek longer than forty (40) hours, for which DEFENDANT
4 is liable pursuant to Cal. Lab. Code § 1194;

5 (b) Violating Cal. Lab. Code § 226 by failing to provide PLAINTIFF and the
6 members of the CALIFORNIA LABOR SUB-CLASS who were
7 improperly classified as independent contractors with an accurate itemized
8 statement in writing showing the gross wages earned, the net wages
9 earned, all applicable hourly rates in effect during the pay period and the
10 corresponding amount of time worked at each hourly rate by the
11 employee;

12 (c) Violating Cal. Lab. Code § 2802 by failing to reimburse PLAINTIFF and
13 the CALIFORNIA CLASS members with necessary expenses incurred in
14 the discharge of their job duties;

15 (d) Violating Cal. Lab. Code §§ 226.7 and 512, by failing to provide
16 PLAINTIFF and the other members of the CALIFORNIA CLASS with all
17 legally required off-duty, uninterrupted thirty (30) minute meal breaks and
18 the legally required rest breaks; and,

19 (e) Violating Cal. Lab. Code §§ 201, 202 and/or 203, which provides that
20 when an employee is discharged or quits from employment, the employer
21 must pay the employee all wages due without abatement, by failing to
22 tender full payment and/or restitution of wages owed or in the manner
23 required by California law to the members of the CALIFORNIA LABOR
24 SUB-CLASS who have terminated their employment.

25 40. This Class Action meets the statutory prerequisites for the maintenance of a Class
26 Action as set forth in Cal. Code of Civ. Proc. § 382, in that:

27 (a) The persons who comprise the CALIFORNIA LABOR SUB-CLASS are
28

1 so numerous that the joinder of all CALIFORNIA LABOR SUB-CLASS
2 Members is impracticable and the disposition of their claims as a class will
3 benefit the parties and the Court;

4 (b) Nearly all factual, legal, statutory, declaratory and injunctive relief issues
5 that are raised in this Complaint are common to the CALIFORNIA
6 LABOR SUB-CLASS and will apply to every member of the
7 CALIFORNIA LABOR SUB-CLASS;

8 (c) The claims of the representative PLAINTIFF are typical of the claims of
9 each member of the CALIFORNIA LABOR SUB-CLASS. PLAINTIFF,
10 like all other members of the CALIFORNIA LABOR SUB-CLASS, were
11 improperly classified as independent contractors and was thus overtime
12 pay and meal and rest breaks, among other things, as a result of
13 DEFENDANT's systematic classification practices. PLAINTIFF and all
14 other members of the CALIFORNIA LABOR SUB-CLASS sustained
15 economic injuries arising from DEFENDANT's violations of the laws of
16 California; and,

17 (d) The representative PLAINTIFF will fairly and adequately represent and
18 protect the interest of the CALIFORNIA LABOR SUB-CLASS, and have
19 retained counsel who are competent and experienced in Class Action
20 litigation. There are no material conflicts between the claims of the
21 representative PLAINTIFF and the members of the CALIFORNIA
22 LABOR SUB-CLASS that would make class certification inappropriate.
23 Counsel for the CALIFORNIA LABOR SUB-CLASS will vigorously
24 assert the claims of all CALIFORNIA LABOR SUB-CLASS Members.

25 41. In addition to meeting the statutory prerequisites to a Class Action, this action is
26 properly maintained as a Class Action pursuant to Cal. Code of Civ. Proc. § 382, in that:

27 (a) Without class certification and determination of declaratory, injunctive,
28

1 statutory and other legal questions within the class format, prosecution of
2 separate actions by individual members of the CALIFORNIA LABOR
3 SUB-CLASS will create the risk of:

- 4 1) Inconsistent or varying adjudications with respect to individual
5 members of the CALIFORNIA LABOR SUB-CLASS which
6 would establish incompatible standards of conduct for the parties
7 opposing the CALIFORNIA LABOR SUB-CLASS; or,
8 2) Adjudication with respect to individual members of the
9 CALIFORNIA LABOR SUB-CLASS which would as a practical
10 matter be dispositive of interests of the other members not party to
11 the adjudication or substantially impair or impede their ability to
12 protect their interests.

13 (b) The parties opposing the CALIFORNIA LABOR SUB-CLASS have acted
14 or refused to act on grounds generally applicable to the CALIFORNIA
15 LABOR SUB-CLASS, making appropriate class-wide relief with respect
16 to the CALIFORNIA LABOR SUB-CLASS as a whole in that the
17 DEFENDANT uniformly classified and treated the members of the
18 CALIFORNIA LABOR SUB-CLASS as independent contractors and,
19 thereafter, uniformly failed to take proper steps to determine whether the
20 CALIFORNIA LABOR SUB-CLASS Members were properly classified
21 as independent contractors, and thereby denied these employees the
22 protections afforded to them under the California Labor Code;

23 (c) Common questions of law and fact predominate as to the members of the
24 CALIFORNIA LABOR SUB-CLASS, with respect to the practices and
25 violations of California law as listed above, and predominate over any
26 question affecting only individual CALIFORNIA LABOR SUB-CLASS
27 Members, and a Class Action is superior to other available methods for the
28

1 fair and efficient adjudication of the controversy, including consideration
2 of:

- 3 1) The interests of the members of the CALIFORNIA LABOR SUB-
4 CLASS in individually controlling the prosecution or defense of
5 separate actions in that the substantial expense of individual actions
6 will be avoided to recover the relatively small amount of economic
7 losses sustained by the individual CALIFORNIA LABOR SUB-
8 CLASS Members when compared to the substantial expense and
9 burden of individual prosecution of this litigation;
- 10 2) Class certification will obviate the need for unduly duplicative
11 litigation that would create the risk of:
 - 12 A. Inconsistent or varying adjudications with respect to
13 individual members of the CALIFORNIA LABOR SUB-
14 CLASS, which would establish incompatible standards of
15 conduct for the DEFENDANT; and/or,
 - 16 B. Adjudications with respect to individual members of the
17 CALIFORNIA LABOR SUB-CLASS would as a practical
18 matter be dispositive of the interests of the other members
19 not parties to the adjudication or substantially impair or
20 impede their ability to protect their interests;
- 21 3) In the context of wage litigation because a substantial number of
22 individual CALIFORNIA LABOR SUB-CLASS Members will
23 avoid asserting their legal rights out of fear of retaliation by
24 DEFENDANT, which may adversely affect an individual's job
25 with DEFENDANT or with a subsequent employer, the Class
26 Action is the only means to assert their claims through a
27 representative; and,

1 4) A class action is superior to other available methods for the fair and
2 efficient adjudication of this litigation because class treatment will
3 obviate the need for unduly and unnecessary duplicative litigation
4 that is likely to result in the absence of certification of this action
5 pursuant to Cal. Code of Civ. Proc. § 382.

6 42. This Court should permit this action to be maintained as a Class Action pursuant
7 to Cal. Code of Civ. Proc. § 382 because:

- 8 (a) The questions of law and fact common to the CALIFORNIA LABOR
9 SUB-CLASS predominate over any question affecting only individual
10 CALIFORNIA LABOR SUB-CLASS Members;
- 11 (b) A Class Action is superior to any other available method for the fair and
12 efficient adjudication of the claims of the members of the CALIFORNIA
13 LABOR SUB-CLASS because in the context of employment litigation a
14 substantial number of individual CALIFORNIA LABOR SUB-CLASS
15 Members will avoid asserting their rights individually out of fear of
16 retaliation or adverse impact on their employment;
- 17 (c) The members of the CALIFORNIA LABOR SUB-CLASS are so
18 numerous that it is impractical to bring all members of the CALIFORNIA
19 LABOR SUB-CLASS before the Court;
- 20 (d) PLAINTIFF, and the other CALIFORNIA LABOR SUB-CLASS
21 Members, will not be able to obtain effective and economic legal redress
22 unless the action is maintained as a Class Action;
- 23 (e) There is a community of interest in obtaining appropriate legal and
24 equitable relief for the acts of unfair competition, statutory violations and
25 other improprieties, and in obtaining adequate compensation for the
26 damages and injuries which DEFENDANT's actions have inflicted upon
27 the CALIFORNIA LABOR SUB-CLASS;
- 28

- 1 (f) There is a community of interest in ensuring that the combined assets of
2 DEFENDANT are sufficient to adequately compensate the members of the
3 CALIFORNIA LABOR SUB-CLASS for the injuries sustained;
- 4 (g) DEFENDANT has acted or refused to act on grounds generally applicable
5 to the CALIFORNIA LABOR SUB-CLASS, thereby making final class-
6 wide relief appropriate with respect to the CALIFORNIA LABOR SUB-
7 CLASS as a whole;
- 8 (h) The members of the CALIFORNIA LABOR SUB-CLASS are readily
9 ascertainable from the business records of DEFENDANT. The
10 CALIFORNIA LABOR SUB-CLASS consists of all CALIFORNIA
11 CLASS Members who are or previously were employed by DEFENDANT
12 in California as Laundry Pros and classified as independent contractors
13 during the CALIFORNIA LABOR SUB-CLASS PERIOD; and,
- 14 (i) Class treatment provides manageable judicial treatment calculated to bring
15 a efficient and rapid conclusion to all litigation of all wage and hour
16 related claims arising out of the conduct of DEFENDANT.

17
18 **JURISDICTION AND VENUE**

19 43. This Court has jurisdiction over this Action pursuant to California Code of Civil
20 Procedure, Section 410.10 and California Business & Professions Code, Section 17203. This
21 Action is brought as a Class Action on behalf PLAINTIFF and on behalf of similarly situated
22 employees of DEFENDANT pursuant to Cal. Code of Civ. Proc. Section 382.

23 44. Venue is proper in this Court pursuant to Cal. Code of Civ. Proc. Sections 395 and
24 395.5, because PLAINTIFF resides in this County and DEFENDANT (i) currently maintains
25 and at all relevant times maintained its principal offices and facilities in this County and/or
26 conducts substantial business in this County, and (ii) committed the wrongful conduct herein
27 alleged in this County against members of the CALIFORNIA CLASS and CALIFORNIA
28

1 LABOR SUB-CLASS.

2
3 **FIRST CAUSE OF ACTION**

4 **For Unlawful, Unfair and Deceptive Business Practices**

5 **[Cal. Bus. & Prof. Code §§ 17200, *et seq.*]**

6 **(By PLAINTIFF and the CLASS and Against All Defendants)**

7 45. PLAINTIFF and the CALIFORNIA CLASS Members reallege and incorporate
8 by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

9 46. DEFENDANT is a "person" as that term is defined under Cal. Bus. & Prof. Code
10 § 17021.

11 47. Section 17200 of the California Business & Professions Code defines unfair
12 competition as any unlawful, unfair or fraudulent business act or practice. Section 17200
13 applies to violations of labor laws in the employment context. Section 17203 authorizes
14 injunctive, declaratory and/or other equitable relief with respect to unfair competition as
15 follows:

16 Any person who engages, has engaged, or proposes to engage in unfair
17 competition may be enjoined in any court of competent jurisdiction. The court
18 may take such orders or judgments, including the appointment of a receiver, as
19 may be necessary to prevent the use or employment by any person of any practice
which constitutes unfair competition, as defined in this chapter, or as may be
necessary to restore to any person in interest any money or property, real or
personal, which may have been acquired by means of such unfair competition.

20 California Business & Professions Code § 17203.

21 48. By the conduct alleged herein, DEFENDANT has engaged and continues to
22 engage in a business practice which violates California law, including but not limited to the
23 applicable Industrial Wage Orders, the California Labor Code including Sections 204, 210, 221,
24 226.7, 226.8, 510, 512, 1194, 1197, 1197.1, 1198, 2750.3, & 2802, and California Code of
25 Regulations § 11090, for which this Court should issue declaratory, injunctive, and other
26 equitable relief, pursuant to Cal. Bus. & Prof § 17203, as may be necessary to prevent and
27 remedy the conduct held to constitute unfair competition, including restitution of wages
28

1 wrongfully withheld, business expenses wrongfully withheld and for the payment of the
2 employer's share of income taxes, social security taxes, unemployment insurance and workers'
3 compensation insurance.

4 49. By the conduct alleged herein DEFENDANT has obtained valuable property,
5 money, and services from PLAINTIFF, and the other members of the CALIFORNIA CLASS,
6 and has deprived them of valuable rights and benefits guaranteed by law, all to their detriment
7 and to the benefit of DEFENDANT so as to allow DEFENDANT to unfairly compete.
8 Declaratory and injunctive relief is necessary to prevent and remedy this unfair competition, and
9 pecuniary compensation alone would not afford adequate and complete relief.

10 50. All the acts described herein as violations of, among other things, the California
11 Labor Code, California Code of Regulations and the Industrial Welfare Commission Wage
12 Orders, were unlawful, were in violation of public policy, were immoral, unethical, oppressive,
13 and unscrupulous, and were likely to deceive employees, and thereby constitute deceptive,
14 unfair and unlawful business practices in violation of Cal. Bus. and Prof. Code §§ 17200, *et seq.*

15 51. By the conduct alleged herein, DEFENDANT's practices were deceptive and
16 fraudulent in that DEFENDANT's policy and practice was to represent to the CALIFORNIA
17 CLASS Members that they were not entitled to overtime wages, payment for payroll taxes or
18 mandatory insurance and other benefits as required by California law, when in fact these
19 representations were false and likely to deceive and for which this Court should issue
20 injunctive and equitable relief, pursuant to Cal. Bus. & Prof. Code § 17203, including restitution
21 of wages wrongfully withheld.

22 52. By the conduct alleged herein, DEFENDANT's practices were also unlawful,
23 unfair and deceptive in that DEFENDANT's employment practices caused PLAINTIFF and the
24 other members of the CALIFORNIA CLASS to be underpaid during their employment with
25 DEFENDANT.

26 53. PLAINTIFF and the other members of the CALIFORNIA CLASS are entitled to,
27 and do, seek such relief as may be necessary to restore to them the money and property which
28

1 DEFENDANT has acquired, or of which PLAINTIFF and the other members of the
2 CALIFORNIA CLASS have been deprived, by means of the above described unlawful and
3 unfair business practices, including earned but unpaid wages for all overtime worked.

4 54. PLAINTIFF and the other members of the CALIFORNIA CLASS are further
5 entitled to, and do, seek a declaration that the described business practices were unlawful, unfair
6 and deceptive, and that injunctive relief should be issued restraining DEFENDANT from
7 engaging in any unlawful and unfair business practices in the future.

8 55. By the conduct alleged herein, DEFENDANT's practices were also unlawful,
9 unfair and deceptive in that DEFENDANT's policies, practices and procedures failed to provide
10 all legally required meal and rest breaks to PLAINTIFF and the other members of the
11 CALIFORNIA CLASS as required by Cal. Lab. Code §§ 226.7 and 512.

12 56. Therefore, PLAINTIFF demands on behalf of herself and on behalf of each
13 CALIFORNIA CLASS member, overtime wages, payment for the employer's share of payroll
14 taxes and mandatory insurance, and one (1) hour of pay for each workday in which an off-duty
15 meal period was not timely provided for each five (5) hours of work, and/or one (1) hour of pay
16 for each workday in which a second off-duty meal period was not timely provided for each ten
17 (10) hours of work.

18 57. PLAINTIFF further demands on behalf of herself and each member of the
19 CALIFORNIA LABOR SUB-CLASS, one (1) hour of pay for each workday in which an off
20 duty paid rest period was not timely provided as required by law.

21 58. By and through the unlawful and unfair business practices described herein,
22 DEFENDANT has obtained valuable property, money and services from PLAINTIFF and the
23 other members of the CALIFORNIA CLASS, including earned wages for all overtime worked
24 and has deprived them of valuable rights and benefits guaranteed by law and contract, all to the
25 detriment of these employees and to the benefit of DEFENDANT so as to allow DEFENDANT
26 to unfairly compete against competitors who comply with the law.

27 59. All the acts described herein as violations of, among other things, the Industrial
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1 Welfare Commission Wage Orders, the California Code of Regulations, and the California
2 Labor Code, are unlawful and in violation of public policy, are immoral, unethical, oppressive
3 and unscrupulous, are deceptive, and thereby constitute unlawful, unfair and deceptive business
4 practices in violation of Cal. Bus. & Prof. Code §§ 17200 *et seq.*

5 60. PLAINTIFF and the other members of the CALIFORNIA CLASS are entitled to,
6 and do, seek such relief as may be necessary to restore to them the money and property which
7 DEFENDANT has acquired, or of which PLAINTIFF and the other members of the
8 CALIFORNIA CLASS have been deprived, by means of the above described unlawful and
9 unfair business practices.

10 61. PLAINTIFF and the other members of the CALIFORNIA CLASS are further
11 entitled to, and do, seek a declaration that the described business practices are unlawful, unfair
12 and deceptive, and that injunctive relief should be issued restraining DEFENDANT from
13 engaging in any unlawful and unfair business practices in the future.

14 62. PLAINTIFF and the other members of the CALIFORNIA CLASS have no plain,
15 speedy and/or adequate remedy at law that will end the unlawful and unfair business practices
16 of DEFENDANT. Further, the practices herein alleged presently continue to occur unabated.
17 As a result of the unlawful and unfair business practices described herein, PLAINTIFF and the
18 other members of the CALIFORNIA CLASS have suffered and will continue to suffer
19 irreparable legal and economic harm unless DEFENDANT is restrained from continuing to
20 engage in these unlawful and unfair business practices.

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1 implementing a policy and practice that denied accurate compensation to PLAINTIFF and the
2 other members of the CALIFORNIA LABOR SUB-CLASS in regards to minimum wage pay.

3 70. In committing these violations of the California Labor Code, DEFENDANT
4 inaccurately calculates the correct time worked and consequently underpays the actual time
5 worked by PLAINTIFF and other members of the CALIFORNIA LABOR SUB-CLASS.
6 DEFENDANT acted in an illegal attempt to avoid the payment of all earned wages, and other
7 benefits in violation of the California Labor Code, the Industrial Welfare Commission
8 requirements and other applicable laws and regulations.

9 71. As a direct result of DEFENDANT's unlawful wage practices as alleged herein,
10 PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS do not receive
11 the correct minimum wage compensation for their time worked for DEFENDANT.

12 72. During the CALIFORNIA LABOR SUB-CLASS PERIOD, DEFENDANT
13 required, permitted or suffered PLAINTIFF and CALIFORNIA LABOR SUB-CLASS
14 Members to work without paying them for all the time they were under DEFENDANT's
15 control. PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS were
16 paid less for time worked that they were entitled to, constituting a failure to pay all earned
17 wages.

18 73. By virtue of DEFENDANT's unlawful failure to accurately pay all earned
19 compensation to PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-
20 CLASS for the true time they worked, PLAINTIFF and the other members of the
21 CALIFORNIA LABOR SUB-CLASS have suffered and will continue to suffer an economic
22 injury in amounts which are presently unknown to them and which will be ascertained according
23 to proof at trial.

24 74. DEFENDANT knew or should have known that PLAINTIFF and the other
25 members of the CALIFORNIA LABOR SUB-CLASS are under compensated for their time
26 worked. DEFENDANT elected, either through intentional malfeasance or gross nonfeasance,
27 to not pay PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members for their labor
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1 as a matter of company policy, practice and procedure, and DEFENDANT perpetrated this
2 scheme by refusing to pay PLAINTIFF and the other members of the CALIFORNIA LABOR
3 SUB-CLASS the correct minimum wages for their time worked.

4 75. In performing the acts and practices herein alleged in violation of California labor
5 laws, and refusing to compensate the members of the CALIFORNIA LABOR SUB-CLASS for
6 all time worked and provide them with the requisite compensation, DEFENDANT acted and
7 continues to act intentionally, oppressively, and maliciously toward PLAINTIFF and the other
8 members of the CALIFORNIA LABOR SUB-CLASS with a conscious of and utter disregard
9 for their legal rights, or the consequences to them, and with the despicable intent of depriving
10 them of their property and legal rights, and otherwise causing them injury in order to increase
11 company profits at the expense of these employees.

12 76. PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS
13 therefore request recovery of all unpaid wages, according to proof, interest, statutory costs, as
14 well as the assessment of any statutory penalties against DEFENDANT, in a sum as provided
15 by the California Labor Code and/or other applicable statutes. To the extent minimum wage
16 compensation is determined to be owed to the CALIFORNIA LABOR SUB-CLASS Members
17 who have terminated their employment, DEFENDANT's conduct also violates Labor Code §§
18 201 and/or 202, and therefore these individuals are also be entitled to waiting time penalties
19 under Cal. Lab. Code § 203, which penalties are sought herein on behalf of these
20 CALIFORNIA LABOR SUB-CLASS Members. DEFENDANT's conduct as alleged herein
21 was willful, intentional and not in good faith. Further, PLAINTIFF and other CALIFORNIA
22 LABOR SUB-CLASS Members are entitled to seek and recover statutory costs.

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1 CLASS Members who have terminated their employment, these employees would also be
2 entitled to waiting time penalties under Cal. Lab. Code § 203, which penalties are sought herein.
3 Further, PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS Members are entitled to
4 seek and recover statutory costs.

5 82. In performing the acts and practices herein alleged in violation of California labor
6 laws, and refusing to compensate the members of the CALIFORNIA LABOR SUB-CLASS for
7 all overtime worked and provide them with the requisite overtime compensation, DEFENDANT
8 acted and continues to act intentionally, oppressively, and maliciously toward PLAINTIFF and
9 the other members of the CALIFORNIA LABOR SUB-CLASS with a conscious of and utter
10 disregard for their legal rights, or the consequences to them, and with the despicable intent of
11 depriving them of their property and legal rights, and otherwise causing them injury in order to
12 increase corporate profits at the expense of these employees.

13 14 **FOURTH CAUSE OF ACTION**

15 **For Failure to Provide Required Meal Periods**

16 **[Cal. Lab. Code §§ 226.7 & 512]**

17 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All Defendants)**

18 83. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-CLASS,
19 reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs
20 of this Complaint.

21 84. During the CALIFORNIA CLASS PERIOD, DEFENDANT from time to time
22 failed to provide all the legally required off-duty meal breaks to PLAINTIFF and the other
23 CALIFORNIA LABOR SUB-CLASS Members as required by the applicable Wage Order and
24 Labor Code. The nature of the work performed by PLAINTIFF and CALIFORNIA LABOR
25 SUB-CLASS MEMBERS did not prevent these employees from being relieved of all of their
26 duties for the legally required off-duty meal periods. As a result of their rigorous work
27 schedules, PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members were from
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1 time to time not fully relieved of duty by DEFENDANT for their meal periods. Additionally,
2 DEFENDANT's failure to provide PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS
3 Members with legally required meal breaks prior to their fifth (5th) hour of work is evidenced
4 by DEFENDANT's business records. Further, DEFENDANT failed to provide PLAINTIFF
5 and CALIFORNIA CLASS Members with a second off-duty meal period in some workdays in
6 which these employees were required by DEFENDANT to work ten (10) hours of work. As a
7 result, PLAINTIFF and other members of the CALIFORNIA LABOR SUB-CLASS therefore
8 forfeited meal breaks without additional compensation and in accordance with DEFENDANT's
9 strict corporate policy and practice.

10 85. DEFENDANT further violates California Labor Code §§ 226.7 and the applicable
11 IWC Wage Order by failing to compensate PLAINTIFF and CALIFORNIA LABOR SUB-
12 CLASS Members who were not provided a meal period, in accordance with the applicable
13 Wage Order, one additional hour of compensation at each employee's regular rate of pay for
14 each workday that a meal period was not provided.

15 86. As a proximate result of the aforementioned violations, PLAINTIFF and
16 CALIFORNIA LABOR SUB-CLASS Members have been damaged in an amount according
17 to proof at trial, and seek all wages earned and due, interest, penalties, expenses and costs of
18 suit.

19
20 **FIFTH CAUSE OF ACTION**

21 **For Failure to Provide Required Rest Periods**

22 **[Cal. Lab. Code §§ 226.7 & 512]**

23 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All**
24 **Defendants)**

25 87. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-CLASS,
26 reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs
27 of this Complaint.
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88. PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members were from time to time required to work in excess of four (4) hours without being provided ten (10) minute rest periods. Further, these employees were denied their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours, a first and second rest period of at least ten (10) minutes for some shifts worked of between six (6) and eight (8) hours, and a first, second and third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more from time to time. PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members were also not provided with one hour wages in lieu thereof. As a result of their rigorous work schedules, PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members were periodically denied their proper rest periods by DEFENDANT and DEFENDANT's managers.

89. DEFENDANT further violated California Labor Code §§ 226.7 and the applicable IWC Wage Order by failing to compensate PLAINTIFF and CALIFORNIA LABOR SUB-CLASS Members who were not provided a rest period, in accordance with the applicable Wage Order, one additional hour of compensation at each employee's regular rate of pay for each workday that rest period was not provided.

90. As a proximate result of the aforementioned violations, PLAINTIFF and CALIFORNIA LABOR SUB-CLASS Members have been damaged in an amount according to proof at trial, and seek all wages earned and due, interest, penalties, expenses and costs of suit.

SIXTH CAUSE OF ACTION

For Failure to Provide Accurate Itemized Statements

[Cal. Lab. Code § 226]

**(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS
and Against All Defendants)**

91. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs

1 of this Complaint.

2 92. Cal. Labor Code § 226 provides that an employer must furnish employees with
3 an “accurate itemized statement in writing showing:

4 (1) gross wages earned,

5 (2) total hours worked by the employee, except for any employee whose compensation
6 is solely based on a salary and who is exempt from payment of overtime under
7 subdivision (a) of Section 515 or any applicable order of the Industrial Welfare
8 Commission,

9 (3) the number of piecerate units earned and any applicable piece rate if the employee
10 is paid on a piece-rate basis,

11 (4) all deductions, provided that all deductions made on written orders of the employee
12 may be aggregated and shown as one item,

13 (5) net wages earned,

14 (6) the inclusive dates of the period for which the employee is paid,

15 (7) the name of the employee and his or her social security number, except that by
16 January 1, 2008, only the last four digits of his or her social security number or an
17 employee identification number other than a social security number may be shown on
18 the itemized statement,

19 (8) the name and address of the legal entity that is the employer, and

20 (9) all applicable hourly rates in effect during the pay period and the corresponding
21 number of hours worked at each hourly rate by the employee.”

22 93. From time to time, DEFENDANT also failed to provide PLAINTIFF and the
23 other members of the CALIFORNIA LABOR SUB-CLASS with complete and accurate wage
24 statements which failed to show, among other things, the correct amount of time worked,
25 including, work performed in excess of eight (8) hours in a workday and/or forty (40) hours in
26 any workweek, and correct amount of net and/or gross wages earned. Cal. Lab. Code § 226
27 provides that every employer shall furnish each of his or her employees with an accurate
28

1 itemized wage statement in writing showing, among other things, gross wages earned and all
2 applicable hourly rates in effect during the pay period and the corresponding amount of time
3 worked at each hourly rate. As a result, DEFENDANT provided PLAINTIFF and the other
4 members of the CALIFORNIA LABOR SUB-CLASS with wage statements which violated
5 Cal. Lab. Code § 226.

6 94. DEFENDANT knowingly and intentionally failed to comply with Labor Code §
7 226, causing damages to PLAINTIFF, and the other members of the CALIFORNIA LABOR
8 SUB-CLASS. These damages include, but are not limited to, costs expended calculating the
9 true amount of time worked and the amount of employment taxes which were not properly paid
10 to state and federal tax authorities. These damages are difficult to estimate. Therefore,
11 PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-CLASS elect to
12 recover liquidated damages of \$50.00 for the initial pay period in which the violation occurred,
13 and \$100.00 for each violation in subsequent pay period pursuant to Labor Code § 226, in an
14 amount according to proof at the time of trial (but in no event more than \$4,000.00 for
15 PLAINTIFF and each respective member of the CALIFORNIA LABOR SUB-CLASS herein).

16
17 **SEVENTH CAUSE OF ACTION**

18 **For Failure to Reimburse Employees for Required Expenses**

19 **[Cal. Lab. Code § 2802]**

20 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All**
21 **Defendants)**

22 95. PLAINTIFF and the other CALIFORNIA LABOR SUB-CLASS members
23 reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs
24 of this Complaint.

25 96. Cal. Lab. Code § 2802 provides, in relevant part, that:

26 An employer shall indemnify his or her employee for all necessary expenditures
27 or losses incurred by the employee in direct consequence of the discharge of his
28 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,

1 believed them to be unlawful.

2 97. At all relevant times herein, DEFENDANT violated Cal. Lab. Code § 2802, by
3 failing to indemnify and reimburse PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS
4 members for required expenses incurred in the discharge of their job duties for DEFENDANT's
5 benefit. Specifically, DEFENDANT failed to reimburse PLAINTIFF and the CALIFORNIA
6 LABOR SUB-CLASS members for expenses which included, but were not limited to, the cost
7 associated with the use of their personal cellular phones and personal vehicles for
8 DEFENDANT's benefit. In order to work as a Laundry Pro for DEFENDANT, PLAINTIFF
9 and other CALIFORNIA CLASS Members were required to use DEFENDANT's mobile
10 application and as such it is mandatory to have a cell phone that is compatible with
11 DEFENDANT's mobile application. As a result, in the course of their employment with
12 DEFENDANT, PLAINTIFF and other members of the CALIFORNIA LABOR SUB-CLASS
13 incurred unreimbursed business expenses which included, but were not limited to, the costs
14 related to the use of their personal cellular phones and personal vehicles all on behalf of and for
15 the benefit of DEFENDANT. These expenses are necessary to complete their principal job
16 duties. DEFENDANT is estopped by DEFENDANT's conduct to assert any waiver of this
17 expectation. Although these expenses are necessary expenses incurred by PLAINTIFF and the
18 CALIFORNIA LABOR SUB-CLASS members, DEFENDANT failed to indemnify and
19 reimburse PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS members for these
20 expenses as an employer is required to do under the laws and regulations of California.

21 98. PLAINTIFF therefore demands reimbursement for expenditures or losses incurred
22 by PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS members in the discharge of their
23 job duties for DEFENDANT, or their obedience to the directions of DEFENDANT, with
24 interest at the statutory rate and costs under Cal. Lab. Code § 2802.

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1 **EIGHTH CAUSE OF ACTION**

2 **For Failure to Pay Wages When Due**

3 **[Cal. Lab. Code §§ 201, 202, 203]**

4 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All**
5 **Defendants)**

6 99. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-CLASS,
7 reallege and incorporate by reference, as though fully set forth herein, the prior paragraphs of
8 this Complaint.

9 100. Cal. Lab. Code § 200 provides that:

10 As used in this article:

11 (a) "Wages" includes all amounts for labor performed by employees of every
12 description, whether the amount is fixed or ascertained by the standard of time,
13 task, piece, Commission basis, or other method of calculation.

14 (b) "Labor" includes labor, work, or service whether rendered or performed under
15 contract, subcontract, partnership, station plan, or other agreement if the labor to
16 be paid for is performed personally by the person demanding payment.

17 101. Cal. Lab. Code § 201 provides, in relevant part, that "If an employer discharges
18 an employee, the wages earned and unpaid at the time of discharge are due and payable
19 immediately."

20 102. Cal. Lab. Code § 202 provides, in relevant part, that:

21 If an employee not having a written contract for a definite period quits his or her
22 employment, his or her wages shall become due and payable not later than 72
23 hours thereafter, unless the employee has given 72 hours previous notice of his
24 or her intention to quit, in which case the employee is entitled to his or her wages
25 at the time of quitting. Notwithstanding any other provision of law, an employee
26 who quits without providing a 72-hour notice shall be entitled to receive payment
27 by mail if he or she so requests and designates a mailing address. The date of the
28 mailing shall constitute the date of payment for purposes of the requirement to
provide payment within 72 hours of the notice of quitting.

103. There was no definite term in PLAINTIFF's or any CALIFORNIA LABOR SUB-
CLASS Members' employment contract.

104. Cal. Lab. Code § 203 provides:

If an employer willfully fails to pay, without abatement or reduction, in
accordance with Sections 201, 201.5, 202, and 205.5, any wages of an employee
who is discharged or who quits, the wages of the employee shall continue as a
penalty from the due date thereof at the same rate until paid or until an action

therefor is commenced; but the wages shall not continue for more than 30 days.

105. The employment of PLAINTIFF and many CALIFORNIA LABOR SUB-CLASS Members terminated and DEFENDANT has not tendered payment of overtime wages, to these employees who actually worked overtime, as required by law.

106. Therefore, as provided by Cal Lab. Code § 203, on behalf of herself and the members of the CALIFORNIA LABOR SUB-CLASS whose employment has ended, PLAINTIFF demands up to thirty days of pay as penalty for not paying all wages due at time of termination for all employees who terminated employment during the CALIFORNIA LABOR SUB-CLASS PERIOD, and demands an accounting and payment of all wages due, plus interest and statutory costs as allowed by law.

PRAYER FOR RELIEF

WHEREFORE, PLAINTIFF prays for judgment against each Defendant, jointly and severally, as follows:

1. On behalf of the CALIFORNIA CLASS:

- A) That the Court certify the First Cause of Action asserted by the CALIFORNIA CLASS as a class action pursuant to Cal. Code of Civ. Proc. § 382;
- B) An order temporarily, preliminarily and permanently enjoining and restraining DEFENDANT from engaging in similar unlawful conduct as set forth herein;
- C) An order requiring DEFENDANT to pay minimum and overtime wages and all sums unlawfully withheld from compensation due to PLAINTIFF and the other members of the CALIFORNIA CLASS; and,
- D) Restitutionary disgorgement of DEFENDANT's ill-gotten gains into a fluid fund for restitution of the sums incidental to DEFENDANT's violations due to PLAINTIFF and to the other members of the CALIFORNIA CLASS.

2. On behalf of the CALIFORNIA LABOR SUB-CLASS:

- A) That the Court certify the Second, Third, Fourth, Fifth, Sixth, Seventh and Eighth Causes of Action asserted by the CALIFORNIA LABOR SUB-CLASS as a class

1 action pursuant to Cal. Code of Civ. Proc. § 382;

2 B) Compensatory damages, according to proof at trial, including compensation due
3 PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS,
4 during the applicable CALIFORNIA LABOR SUB-CLASS PERIOD plus
5 interest thereon at the statutory rate; and,

6 C) The greater of all actual damages or fifty dollars (\$50) for the initial pay period
7 in which a violation occurs and one hundred dollars (\$100) per each member of
8 the CALIFORNIA LABOR SUB-CLASS for each violation in a subsequent pay
9 period, not exceeding an aggregate penalty of four thousand dollars (\$4,000), and
10 an award of costs for violation of Cal. Lab. Code § 226;

11 D) Meal and rest period compensation pursuant to Cal. Lab. Code §§ 226.7, 512 and
12 the applicable IWC Wage Order;

13 E) The amount of the expenses PLAINTIFF and each member of the CALIFORNIA
14 LABOR SUBCLASS incurred in the course of their job duties, plus interest, and
15 costs of suit;

16 F) For liquidated damages pursuant to California Labor Code Sections 1194.2 and
17 1197; and,

18 G) The wages of all terminated employees from the CALIFORNIA LABOR SUB-
19 CLASS as a penalty from the due date thereof at the same rate until paid or until
20 an action therefore is commenced, in accordance with Cal. Lab. Code § 203

21 3. On all claims:

22 A) An award of interest, including prejudgment interest at the legal rate;

23 B) Such other and further relief as the Court deems just and equitable; and,

24 C) An award of penalties, attorneys' fees and cost of suit, as allowable under the
25 law, including, but not limited to, pursuant to Labor Code §226, §1194 and/or
26 §2802.

1
2 Dated: January 30, 2024

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

3
4 By: /s/ Nicholas De Blouw
Norman B. Blumenthal
5 Kyle R. Nordrehaug
Nicholas J. De Blouw

6 *Attorneys for Plaintiff*
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DEMAND FOR JURY TRIAL

PLAINTIFF demands a jury trial on issues triable to a jury.

Dated: January 30, 2024 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

By: /s/ Nicholas De Blouw
Norman B. Blumenthal
Kyle R. Nordrehaug
Nicholas J. De Blouw

Attorneys for Plaintiff