

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

Norman B. Blumenthal (State Bar #068687)

Kyle R. Nordrehaug (State Bar #205975)

Aparajit Bhowmik (State Bar #248066)

Nicholas J. De Blouw (State Bar #280922)

Piya Mukherjee (State Bar #274217)

piya@bamlawca.com

2255 Calle Clara

La Jolla, CA 92037

Telephone: (858)551-1223

Facsimile: (858) 551-1232

Website: www.bamlawca.com

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

KRYSTAIL COUSINS, on behalf of the State
of California, as a private attorney general,

Plaintiff,

vs.

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

Defendants.

Case No. 24STCV26136

REPRESENTATIVE ACTION
COMPLAINT FOR:

1. Civil Penalties Pursuant to Labor Code
§ 2699, *et seq.* for violations of Labor
Code §§ 201, 202, 203, 204, 210, 226(a),
226.7, 226.8, 246, 351, 510, 512,
558(a)(1)(2), 1194, 1197, 1197.1, 1198,
2750.3, 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), and the
applicable Wage Order(s).

1 Plaintiff Krystail Cousins (“PLAINTIFF”), on behalf of the people of the State of
2 California and as an “aggrieved employee” acting as a private attorney general under the Labor
3 Code Private Attorney General Act of 2004, § 2699, *et seq.* (“PAGA”) only, alleges on
4 information and belief, except for her own acts and knowledge which are based on personal
5 knowledge, the following:

6 7 INTRODUCTION

8 1. PLAINTIFF brings this action against defendants Poplin Technologies, Inc. and
9 Sudshare CA, LLC (referred to as “DEFENDANT”) seeking only to recover PAGA civil
10 penalties on behalf of all current and former aggrieved employees that worked for
11 DEFENDANT. PLAINTIFF does **not seek to recover anything other than penalties as**
12 **permitted by California Labor Code § 2699.** To the extent that statutory violations are
13 mentioned for wage violations, PLAINTIFF does not seek underlying general and/or special
14 damages for those violations, but simply the civil penalties permitted by California Labor Code
15 § 2699.

16 2. California has enacted the PAGA which permits PLAINTIFF to bring an action
17 on behalf of herself and on behalf of others for PAGA penalties *only*, which is the precise and
18 sole nature of this action.

19 3. Accordingly, PLAINTIFF seeks to obtain all applicable relief for
20 DEFENDANT’s violations under PAGA and solely for the relief as permitted by PAGA – that
21 is, penalties and any other relief the Court deems proper pursuant to the PAGA. Nothing in this
22 complaint should be construed as attempting to obtain any relief that would not be available in
23 a PAGA-only action.

24 4. PLAINTIFF is not suing in her individual capacity; she is proceeding
25 herein solely under the PAGA, on behalf of the State of California for all aggrieved employees,
26 including herself and other aggrieved employees. Nothing in this complaint should be
27 construed as PLAINTIFF suing in her individual capacity.

5. DEFENDANT, in order to service their customers, hires workers to aid DEFENDANT in providing laundering services, including but not limited to washing, drying, folding and delivering laundry. The cost, as proscribed by law, of the personnel hired to work for DEFENDANT, includes not only the pay and overtime pay of these employees but the cost of the employer's share of tax payments to the federal and state governments for income taxes, social security taxes, medicare insurance, unemployment insurance and payments for workers' compensation insurance ("Business Related Expenses"). To avoid the payment of these legally proscribed Business Related Expenses to the fullest extent possible, DEFENDANT devised a scheme to place the responsibility for the payment of these costs and expenses of DEFENDANT on the shoulders of PLAINTIFF and other Laundry Pros. As employer, DEFENDANT is legally responsible for the payment of all these Business Related Expenses. This lawsuit is brought on behalf of the Laundry Pros and other similar job titles for persons who worked for DEFENDANT in California and were classified as independent contractors.

THE PARTIES

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

7. DEFENDANT operates a business that connects individuals looking for laundry services on demand.

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

9. California Labor Code Section 226.8 provides that “[i]t is unlawful for any person or employer to engage in . . . [w]illful misclassification of an individual as an independent contractor.” The penalty for willful misclassification of employees is a “civil penalty of not less than five thousand dollars (\$5,000) and not more than fifteen thousand dollars (\$15,000) for each violation, in addition to any other penalties or fines permitted by law.” It is further

1 provided that, in the event that an employer is found to have engaged in “a pattern or practice
2 of these violations,” the penalties increase to “not less than ten thousand dollars (\$10,000) and
3 not more than twenty-five thousand dollars (\$25,000) for each violation, in addition to any other
4 penalties or fines permitted by law.” Cal. Labor Code § 226.8.

5 10. Here, DEFENDANT has willfully misclassified PLAINTIFF, Laundry Pros and
6 other similarly situated persons with similar job titles collectively referred herein as “Laundry
7 Pros” as described in Cal. Labor Code § 226.8 and Labor Code Section 2750.3, and further, that
8 DEFENDANT has engaged in a “pattern or practice” of such violations as contemplated by the
9 California Labor Code.

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

16 12. To perform their job duties, the PLAINTIFF and the other Laundry Pros
17 performed work subject to the control of DEFENDANT in that DEFENDANT had the authority
18 to exercise complete control over the work performed and the manner and means in which the
19 work was performed. DEFENDANT provided the customers and DEFENDANT provided the
20 instructions as to how to perform their services.

21 13. California Labor Code § 3357 defines “employee” as “every person in the service
22 of an employer under any appointment or contact of hire or apprenticeship, express or implied,
23 oral or written, whether lawfully or unlawfully employed.” In addition to the California Labor
24 Code’s presumption that workers are employees, the California Supreme Court has determined
25 the most significant factor to be considered in distinguishing an independent contractor from
26 an employee is whether the *employer or principal has control or the right to control the work*
27 *both as to the work performed and the manner and means in which the work is performed.*
28

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

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

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

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

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

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

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

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

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

26 (i) DEFENDANT had the "right" to control every critical aspect of
27 DEFENDANT's daily services in that DEFENDANT provided step-by-step instructions to
28

1 PLAINTIFF and other Laundry Pros as to the entire process of assisting clients. PLAINTIFF
2 and other Laundry Pros provided services ONLY for DEFENDANT's customers, which
3 DEFENDANT controlled via the company's technology.

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

9 15. PLAINTIFF, and such persons that may be added from time to time who satisfy
10 the requirements and exhaust the administrative procedures under the Private Attorney General
11 Act, brings this Representative Action on behalf of the State of California with respect to herself
12 and all individuals who worked for Poplin Technologies, Inc. and/or Sudshare CA, LLC in
13 California as a Laundry Pro and who were classified as independent contractors
14 ("AGGRIEVED EMPLOYEES") during the time period of February 8, 2023 until a date as
15 determined by the Court (the "PAGA PERIOD").

16 16. PLAINTIFF, on behalf of herself and all AGGRIEVED EMPLOYEES presently
17 or formerly employed by DEFENDANT during the PAGA PERIOD, brings this representative
18 action pursuant to Labor Code § 2699, *et seq.* seeking fixed civil penalties for DEFENDANT's
19 violation of California Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226.7, 226.8, 246, 351,
20 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2750.3, 2802, California Code of
21 Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations,
22 Title 8, Section 11070(14) (Failure to Provide Seating), and the applicable Wage Order(s).
23 Based upon the foregoing, PLAINTIFF and all AGGRIEVED EMPLOYEES are aggrieved
24 employees within the meaning of Labor Code § 2699, *et seq.*

25 17. As a matter of company policy, practice and procedure, DEFENDANT has
26 unlawfully, unfairly and/or deceptively classified every AGGRIEVED EMPLOYEE as
27 "independent contractors" in order to unlawfully avoid compliance with all applicable federal
28

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 AGGRIEVED EMPLOYEES, PLAINTIFF and the
4 AGGRIEVED EMPLOYEES 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 18. 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 AGGRIEVED
19 EMPLOYEES, for the loss sustained as a proximate result of the conduct of the Defendants'
20 agents, servants and/or employees.

21 22 THE CONDUCT

23 19. The finite set of tasks required of PLAINTIFF and the other AGGRIEVED
24 EMPLOYEES as defined by DEFENDANT was executed by them through the performance of
25 non-exempt labor.

26 20. Although PLAINTIFF and the other AGGRIEVED EMPLOYEES performed
27 non-exempt labor subject to DEFENDANT's complete control over the manner and means of
28

1 performance, DEFENDANT instituted a blanket classification policy, practice and procedure
2 by which all of these AGGRIEVED EMPLOYEES were classified as "independent contractors"
3 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 AGGRIEVED EMPLOYEES were also required to pay DEFENDANT 's share of payroll taxes
6 and mandatory insurance premiums. As a result of this uniform misclassification practice,
7 policy and procedure applicable to PLAINTIFF and the other AGGRIEVED EMPLOYEES
8 who performed this work for DEFENDANT, DEFENDANT engaged in a company-wide
9 policy, practice and procedure which uniformly failed to properly classify PLAINTIFF and the
10 other AGGRIEVED EMPLOYEES as employees and thereby failed to pay them overtime
11 wages for overtime worked, reimbursement of business related expenses, failed to provide them
12 with meal and rest breaks, and failed to reimburse these employees for the employer's share of
13 payroll taxes and mandatory insurance. The proper classification of these employees is
14 DEFENDANT's burden. As a result of DEFENDANT's intentional disregard of the obligation
15 to meet this burden, DEFENDANT violated the California Labor Code and regulations
16 promulgated thereunder as herein alleged. DEFENDANT did not have in place a policy,
17 practice or procedure that provided meal and/or rest breaks to PLAINTIFF and AGGRIEVED
18 EMPLOYEES as evidenced by DEFENDANT's business records which contain no record of
19 these breaks.

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

24 22. PLAINTIFF and all the AGGRIEVED EMPLOYEES are and were uniformly
25 classified and treated by DEFENDANT as independent contractors at the time of hire and
26 thereafter, DEFENDANT failed to take proper steps to determine whether the PLAINTIFF and
27 the AGGRIEVED EMPLOYEES are properly classified under the applicable Industrial Welfare
28

1 Commission Wage Order and Cal. Lab. Code § 510 as exempt from applicable labor laws.
2 Since DEFENDANT affirmatively and willfully misclassified PLAINTIFF and AGGRIEVED
3 EMPLOYEES in compliance with California labor laws, DEFENDANT's practices violated
4 and continue to violate California law. In addition, DEFENDANT acted deceptively by falsely
5 and fraudulently classifying PLAINTIFF and each AGGRIEVED EMPLOYEE as independent
6 contractors when DEFENDANT knew or should have known that this classification was false
7 and not based on known facts. DEFENDANT also acted deceptively by violating the California
8 labor laws, and as a result of this policy and practice, DEFENDANT also violated the UCL.
9 In doing so, DEFENDANT cheated the competition by paying the AGGRIEVED EMPLOYEES
10 less than the amount competitors paid who complied with the law and cheated the
11 AGGRIEVED EMPLOYEES by not paying them in accordance with California law.

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

22 24. During the PAGA PERIOD, PLAINTIFF and other AGGRIEVED EMPLOYEES
23 were also required from time to time to work in excess of four (4) hours without being provided
24 ten (10) minute rest periods. Further, these employees were denied their first rest periods of at
25 least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours from time to
26 time, a first and second rest period of at least ten (10) minutes for some shifts worked of
27 between six (6) and eight (8) hours from time to time, and a first, second and third rest period
28

1 of at least ten (10) minutes for some shifts worked of ten (10) hours or more from time to time.
2 PLAINTIFF and other AGGRIEVED EMPLOYEES were also not provided with one hour
3 wages in lieu thereof. As a result of their rigorous work schedules, PLAINTIFF and other
4 AGGRIEVED EMPLOYEES were from time to time denied their proper rest periods by
5 DEFENDANT and DEFENDANT's managers.

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

16 26. In the course of their employment PLAINTIFF and other AGGRIEVED
17 EMPLOYEES as a business expense, are required by DEFENDANT to use personal cellular
18 phones and their home offices as a result of and in furtherance of their job duties as employees
19 for DEFENDANT but were not reimbursed or indemnified by DEFENDANT for the cost
20 associated with the use of the personal cellular phones and personal vehicles for
21 DEFENDANT's benefit. In order to work as a Laundry Pro for DEFENDANT, PLAINTIFF
22 and other AGGRIEVED EMPLOYEES are required to communicate with DEFENDANT and
23 as such it is mandatory to have a cell phone that is compatible to remain in constant contact with
24 DEFENDANT and DEFENDANT's customers. As a result, in the course of their employment
25 with DEFENDANT, PLAINTIFF and other AGGRIEVED EMPLOYEES incurred
26 unreimbursed business expenses which include, but are not limited to, costs related to the use
27 of their personal cellular phones and personal vehicle expenses all on behalf of and for the
28

benefit of DEFENDANT.

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

28. By reason of this conduct applicable to PLAINTIFF and all the AGGRIEVED EMPLOYEES, DEFENDANT engaged in a company-wide policy, practice and procedure which failed to correctly classify PLAINTIFF and the AGGRIEVED EMPLOYEES as employees. The proper classification of these employees is DEFENDANT's burden. As a result of DEFENDANT's intentional disregard of the obligation to meet this burden, DEFENDANT failed to pay all required overtime compensation for work performed by PLAINTIFF and other AGGRIEVED EMPLOYEES and violated the California Labor Code and regulations promulgated thereunder as herein alleged.

29. All of the conduct and violations alleged herein occurred during the PAGA PERIOD. To the extent that any of the conduct and violations alleged herein did not affect PLAINTIFF during the PAGA PERIOD, PLAINTIFF seeks penalties for those violations that affected the AGGRIEVED EMPLOYEES pursuant to *Carrington v. Starbucks Corp.* 2018 AJDAR 12157 (Certified for Publication 12/19/18).

JURISDICTION AND VENUE

30. This Court has jurisdiction over this Action pursuant to California Code of

1 Civil Procedure, Section 410.10.

2 31. Venue is proper in this Court pursuant to California Code of Civil Procedure,
3 Sections 395 and 395.5, because PLAINTIFF worked in this County for DEFENDANT and
4 DEFENDANT (i) currently maintains and at all relevant times maintained offices and
5 facilities in this County and/or conducts substantial business in this County, and (ii)
6 committed the wrongful conduct herein alleged in this County against PLAINTIFF and other
7 AGGRIEVED EMPLOYEES.

8
9 **FIRST CAUSE OF ACTION**

10 **For Violation of the Private Attorneys General Act**

11 **[Cal. Lab. Code §§ 2698]**

12 **(By PLAINTIFF and Against All Defendants)**

13 32. PLAINTIFF realleges and incorporates by this reference, as though fully set
14 forth herein, the prior paragraphs of this Complaint.

15 33. PAGA is a mechanism by which the State of California itself can enforce state
16 labor laws through the employee suing under the PAGA who do so as the proxy or agent of
17 the state's labor law enforcement agencies. An action to recover civil penalties under
18 PAGA is fundamentally a law enforcement action designed to protect the public and not to
19 benefit private parties. The purpose of the PAGA is not to recover damages or restitution,
20 but to create a means of "deputizing" citizens as private attorneys general to enforce the
21 Labor Code. In enacting PAGA, the California Legislature specified that "it was ... in the
22 public interest to allow aggrieved employees, acting as private attorneys general to recover
23 civil penalties for Labor Code violations ..." Stats. 2003, ch. 906, § 1. Accordingly, PAGA
24 claims cannot be subject to arbitration.

25 34. PLAINTIFF, and such persons that may be added from time to time who
26 satisfy the requirements and exhaust the administrative procedures under the Private
27 Attorney General Act, brings this Representative Action on behalf of the State of California
28

1 with respect to herself and all individuals who worked for Poplin Technologies, Inc. and/or
2 Sudshare CA, LLC in California as a Laundry Pro and who were classified as independent
3 contractors ("AGGRIEVED EMPLOYEES") during the time period of February 8, 2023
4 until a date as determined by the Court (the "PAGA PERIOD").

5 35. On February 8, 2024, PLAINTIFF gave written notice by electronic mail to the
6 Labor and Workforce Development Agency (the "Agency") and by certified mail to the
7 employer of the specific provisions of this code alleged to have been violated as required by
8 Labor Code § 2699.3. See **Exhibit #1**, attached hereto and incorporated by this reference
9 herein (*PAGA Notice only without draft complaint*). The statutory waiting period for
10 PLAINTIFF to add these allegations to the Complaint has expired. As a result, pursuant to
11 Section 2699.3, PLAINTIFF may now commence a representative civil action under PAGA
12 pursuant to Section 2699 as the proxy of the State of California with respect to all
13 AGGRIEVED EMPLOYEES as herein defined.

14 36. The policies, acts and practices heretofore described were and are an unlawful
15 business act or practice because DEFENDANT (a) failed to provide PLAINTIFF and the
16 AGGRIEVED EMPLOYEES accurate itemized wage statements, (b) failed to properly
17 record and provide legally required meal and rest periods, (c) failed to pay minimum wages,
18 (d) failed to pay overtime wages, (e) failed to reimburse employees for required expenses,
19 and (f) failed to provide wages when due, all in violation of the applicable Labor Code
20 sections listed in Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226.7, 226.8, 246, 351,
21 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2750.3, 2802, California Code of
22 Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations,
23 Title 8, Section 11070(14) (Failure to Provide Seating), and the applicable Wage Order(s),
24 and thereby gives rise to civil penalties as a result of such conduct.¹ PLAINTIFF hereby
25 seeks recovery of only civil penalties as prescribed by the Labor Code Private Attorney

26
27 ¹Plaintiff specifically excludes and/or does not allege any claims under California Labor
28 Code §558(a)(3).

1 General Act of 2004 as the representative of the State of California for the illegal conduct
2 perpetrated on PLAINTIFF and the AGGRIEVED EMPLOYEES.

3 **PRAYER FOR RELIEF**

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

6 1. On behalf of the State of California and with respect to all AGGRIEVED
7 EMPLOYEES:

8 A) Recovery of civil penalties as prescribed by the Labor Code Private
9 Attorneys General Act of 2004; and,

10 B) An award of attorneys' fees and cost of suit, as allowable under the
11 law, including, but not limited to, pursuant to Labor Code §2699.

12 Dated: October 8, 2024 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW
13 LLP

14
15 By: /s/ Nicholas De Blouw
16 Norman B. Blumenthal
17 Kyle R. Nordrehaug
18 Nicholas J. De Blouw

19 *Attorneys for Plaintiff*
20
21
22
23
24
25
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT 1

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

2255 CALLE CLARA
LA JOLLA, CALIFORNIA 92037

Web Site: www.bamlawca.com

San Diego | San Francisco | Sacramento | Los Angeles | Riverside | Santa Clara | Orange | Chicago

Phone: (858) 551-1223

Fax: (858) 551-1232

WRITERS E-MAIL:

Nick@bamlawca.com

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, 351, 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.

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

2255 CALLE CLARA

LA JOLLA, CALIFORNIA 92037

Web Site: www.bamlawca.com

San Diego | San Francisco | Sacramento | Los Angeles | Riverside | Santa Clara | Orange | Chicago

Phone: (858) 551-1223

Fax: (858) 551-1232

WRITERS E-MAIL:

Nick@bamlawca.com

WRITERS EXT:

1004

February 8, 2024

CA3175

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

Sudshare CA, LLC

Certified Mail #9589071052701316528650

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.