

Jonathan M. Genish (State Bar No. 259031)
jgenish@blackstonepc.com
Miriam Schimmel (SBN 185089)
mschimmel@blackstonepc.com
Joana Fang (State Bar No. 309623)
jfang@blackstonepc.com
BLACKSTONE LAW, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Telephone: (310) 622-4278

Attorneys for Plaintiff
ANGEL RODRIGUEZ

FILED
Superior Court of California
County of Los Angeles

08/04/2022

Sherri R. Carter, Executive Officer / Clerk of Court

By: K. Martinez Deputy

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

ANGEL RODRIGUEZ, individually, and on
behalf of other members of the general public
similarly situated,

Plaintiff,

vs.

AMERICAN TEXTILE MAINTENANCE, a
California corporation; and DOES 1 through 25,
inclusive,

Defendants.

Case No. 22STCV17855

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR DAMAGES AND
ENFORCEMENT ACTION UNDER THE
PRIVATE ATTORNEYS GENERAL ACT,
CALIFORNIA LABOR CODE §§ 2698 ET
SEQ.**

1. Violation of California Labor Code Sections 510 and 1198 (Unpaid Overtime);
2. Violation of California Labor Code Sections 1194, 1197, and 1197.1 (Unpaid Minimum Wages);
3. Violation of California Labor Code Sections 226.7 and 512 (Unpaid Meal Period Premiums);
4. Violation of California Labor Code Section 226.7 (Unpaid Rest Period Premiums);
5. Violation of California Labor Code Sections 226(a) (Failure to Provide Accurate Wage Statements);
6. Violation of California Labor Code Sections 201, 202, and 203 (Final Wages Not Timely Paid);
7. Violation of California Business and Professions Code Sections 17200 et

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

seq.(Unfair and Unlawful Business Practices); and
8. Violation of Cal. Labor Code § 2699, et seq. (Private Attorneys General Act)

DEMAND FOR JURY TRIAL

1 COMES NOW, Plaintiff ANGEL RODRIGUEZ (“Plaintiff”), individually and on behalf of
2 all members of the general public similarly situated, and on behalf of other aggrieved employees
3 pursuant to the California Labor Code Private Attorneys General Act, and alleges as follows:

4 **JURISDICTION AND VENUE**

5 1. This class and representative action is brought pursuant to California Code of Civil
6 Procedure section 382 and California Labor Code section 2698, et seq.

7 2. The monetary damages, restitution, statutory penalties, and other applicable legal and
8 equitable relief sought by Plaintiff exceed the minimal jurisdiction limits of the Superior Court and
9 will be established according to proof at trial.

10 3. This Court has jurisdiction over this action pursuant to the California Constitution,
11 Article VI, section 10. The statutes under which this action is brought do not specify any other basis
12 for jurisdiction.

13 4. This Court has jurisdiction over all Defendants because, upon information and belief,
14 Defendants are either citizens of California, have sufficient minimum contacts in California, or
15 otherwise intentionally avail themselves of the California market so as to render the exercise of
16 jurisdiction over them by the California courts consistent with traditional notions of fair play and
17 substantial justice. Further, no federal question is at issue because the claims asserted herein are based
18 solely on California law.

19 5. Venue is proper in this Court because, upon information and belief, Defendant
20 maintains offices, has agents, employs individuals, and/or transacts business in the State of California,
21 County of Los Angeles. The majority of the acts, events, and violations alleged herein relating to
22 Plaintiff occurred in the State of California, County of Los Angeles.

23 **THE PARTIES**

24 6. At all times herein mentioned, Plaintiff ANGEL RODRIGUEZ is a resident of Los
25 Angeles County in the State of California.

26 7. At all times herein mentioned, Defendant AMERICAN TEXTILE MAINTENANCE,
27 was and is, upon information and belief, a California corporation that does substantial business in the
28 State of California, and on that basis is a California resident, and at all times hereinafter mentioned,

1 an employer whose employees are engaged throughout this county and the State of California.

2 8. Plaintiff is unaware of the true names or capacities of the Defendants sued herein under
3 the fictitious names DOES 1 through 25 but will seek leave of this Court to amend the complaint and
4 serve such fictitiously named Defendants once their names and capacities become known.

5 9. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts and
6 omissions alleged herein were performed by, or are attributable to, AMERICAN TEXTILE
7 MAINTENANCE, and/or DOES 1 through 25 (collectively “Defendants”), each acting as the agent,
8 employee, alter ego, and/or joint venturer of, or working in concert with, each of the other co-
9 Defendants and within the course and scope of such agency, employment, joint venture, or concerted
10 activity with legal authority to act on the others’ behalf. The acts of any and all Defendants represent
11 and were in accordance with Defendants’ official policy.

12 10. At all relevant times, Defendants were the employers of Plaintiff within the meaning
13 of all applicable state laws and statutes. Defendants directly or indirectly controlled or affected the
14 working conditions, wages, working hours, and conditions of employment of Plaintiff so as to make
15 each of said Defendants employers and employers liable under the statutory provisions set forth herein.

16 11. Defendants had the authority to hire and terminate Plaintiff and the other class
17 members and aggrieved employees, to set work rules and conditions governing Plaintiff and the
18 other class members and aggrieved employees’ employment, and to supervise their daily
19 employment activities.

20 12. Defendants exercised sufficient authority over the terms and conditions of Plaintiff
21 and the other class members and aggrieved employees’ employment for them to be joint employers
22 of Plaintiff and the other class members and aggrieved employees.

23 13. Defendants directly hired and paid wages and benefits to Plaintiff and the other class
24 members and aggrieved employees.

25 14. Defendants continue to employ hourly paid and/or non-exempt employees within the
26 State of California.

27 15. At all relevant times, Defendants, and each of them, ratified each and every act or
28 omission complained of herein. At all relevant times, Defendants, and each of them, aided and abetted

1 the acts and omissions of each and all the other Defendants in proximately causing the damages herein
2 alleged.

3 16. Plaintiff is informed and believes, and thereon alleges, that each of said Defendants is
4 in some manner intentionally, negligently, or otherwise responsible for the acts, omissions,
5 occurrences, and transactions alleged herein.

6 **CLASS ACTION ALLEGATIONS**

7 17. Plaintiff brings this lawsuit as a class action on behalf of himself and all others similarly
8 situated, as members of a proposed class pursuant to California Code of Civil Procedure section
9 382. The class satisfies the numerosity, commonality, typicality, adequacy, predominance, and
10 superiority requirements under California Code of Civil Procedure section 382.

11 18. The proposed class is defined as follows:

12 All current and former hourly-paid and/or non-exempt employees who worked for
13 Defendants in the State of California at any time during the period from four years prior
14 to the date of the filing of this Complaint until final judgment.

15 19. Plaintiff reserves the right to establish additional subclasses as appropriate.

16 20. There is a well-defined community of interest in the litigation and the Class is easily
17 ascertainable.

18 21. The Class is so numerous that the individual joinder of all its members is impracticable.
19 While the exact number and identities of class members are unknown to Plaintiff at this time, the exact
20 numbers of class members and their identities can be ascertained through appropriate discovery from
21 records maintained by Defendants and their agents.

22 22. Common questions of fact and law exist as to all class members, which predominate
23 over any questions affecting only individual members of the Class. The common legal and factual
24 questions which do not vary from class member to class member and which may be determined
25 without reference to the individual circumstances of any class member include, but are not limited to,
26 the following:

- 27 i. Whether Defendants had a policy and practice of failing to pay overtime wages to
28 Plaintiff and the other class members for all overtime hours worked;

- 1 ii. Whether Defendants had a policy and practice of failing to pay minimum wages to
2 Plaintiff and the other class members for all hours worked;
- 3 iii. Whether Defendants had a policy and practice of failing to provide meal periods to
4 Plaintiff and the other class members;
- 5 iv. Whether Defendants had a policy and practice of failing to provide rest periods to
6 Plaintiff and the other class members;
- 7 v. Whether Defendants failed to pay their hourly-paid and/or non-exempt employees in
8 the State of California for all hours worked, and for all missed, short, late, and/or
9 interrupted meal periods and rest breaks;
- 10 vi. Whether Defendants' failure to pay wages, without abatement or reduction, in
11 accordance with the California Labor Code, was willful;
- 12 vii. Whether Defendants failed to pay all wages due to Plaintiff and the other class members
13 within the required time upon their discharge or resignation;
- 14 viii. Whether Defendants failed to comply with wage reporting as required by the California
15 Labor Code; including, *inter alia*, section 226;
- 16 ix. Whether Defendants' conduct was willful or reckless;
- 17 x. Whether Defendants engaged in unfair business practices in violation of California
18 Business & Professions Code section 17200, et seq.;
- 19 xi. The appropriate amount of damages, restitution, and/or monetary penalties resulting
20 from Defendants' violation of California law; and
- 21 xii. Whether Plaintiff and the other class members are entitled to compensatory damages
22 pursuant to the California Labor Code.

23 23. Plaintiff's claims are typical of the claims of the Class, and Plaintiff's interests are
24 coincident with and not antagonistic to those of the other class members they seek to
25 represent. Plaintiff will fairly and adequately protect the interests of the members of
26 the Class. Plaintiff has retained attorneys experienced in the prosecution of class actions and Plaintiff
27 intend to prosecute this action vigorously.

28 24. A class action is superior to other available methods for the fair and efficient

1 adjudication of this controversy, since individual litigation of the claims of all class members is
2 impracticable. Even if every class member could afford individual litigation, the court system could
3 not. It would be unduly burdensome on the courts in which individual litigation of numerous cases
4 would proceed. Individualized litigation would also present the potential for varying, inconsistent or
5 contradictory judgments and would magnify the delay and expense to all parties and to the court
6 system resulting from multiple trials of the same complex factual issues. By contrast, the conduct of
7 this action as a class action, with respect to some or all of the issues presented in this Complaint,
8 presents fewer management difficulties, conserves the resources of the parties and of the court system,
9 and protects the rights of each class member.

10 25. Certification of this lawsuit as a class action will advance public policy
11 objectives. Employers of this great state violate employment and labor laws every day. Current
12 employees are often afraid to assert their rights out of fear of direct or indirect retaliation. However,
13 class actions provide the class members who are not named in the complaint anonymity that allows
14 for the vindication of their rights.

15 **PAGA ALLEGATIONS**

16 26. At all times set forth herein, PAGA was applicable to Plaintiff's employment by
17 Defendants.

18 27. At all times set forth herein, PAGA provides that any provision of law under the
19 California Labor Code that provides for a civil penalty, including unpaid wages and premium wages,
20 to be assessed and collected by the California Labor & Workforce Development Agency ("LWDA")
21 for violations of the California Labor Code may, as an alternative, be recovered through a civil action
22 brought by an aggrieved employee on behalf of himself and other current or former employees
23 pursuant to procedures outlined in California Labor Code section 2699.3.

24 28. Pursuant to PAGA, a civil action may be brought by an "aggrieved employee," who is
25 any person that was employed by the alleged violator and against whom one or more of the alleged
26 violations was committed.

27 29. Plaintiff was employed by Defendants and the alleged violations were committed
28 against him during his time of employment and he is, therefore, an aggrieved employee. Plaintiff and

1 the other employees are “aggrieved employees” as defined by California Labor Code section 2699(c)
2 in that they are current or former employees of Defendants and one of more of the alleged violations
3 were committed against them.

4 30. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved employee,
5 including Plaintiff, may pursue a civil action arising under PAGA after the following requirements
6 have been met:

7 (a) The aggrieved employee shall give written notice by certified mail (hereinafter
8 “Employee’s Notice”) to the LWDA and the employer of the specific provisions of the
9 Labor Code alleged to have been violated, including the facts and theories to support
10 the alleged violations.

11 (b) The LWDA shall provide notice (hereinafter “LWDA Notice”) to the employer and the
12 aggrieved employee by certified mail that it does not intend to investigate the alleged
13 violation within sixty (60) calendar days of the postmark date of the Employee’s
14 Notice. Upon receipt of the LWDA Notice, or if the LWDA Notice is not provided
15 within sixty five (65) calendar days of the postmark date of the Employee’s Notice, the
16 aggrieved employee may commence a civil action pursuant to California Labor Code
17 section 2699 to recover civil penalties in addition to any other penalties to which the
18 employee may be entitled.

19 31. Plaintiff has exhausted his administrative remedies pursuant to Labor Code § 2699.3.
20 On May 31, 2022, Plaintiff provided notice by electronic submission to the LWDA and by certified
21 mail to the Defendants, notified Defendants and the LWDA of the specific provisions of the Labor
22 Code and IWC Wage Orders that Defendants have violated, including the facts and theories to support
23 the violations, and of Plaintiff’s intent to bring a claim for civil penalties under PAGA. Plaintiff also
24 paid the filing fee required under Labor Code § 2699.3. As of the filing of this Complaint, more than
25 65 days have elapsed since the mailing of Plaintiff’s May 31, 2022 notice, and the Labor and
26 Workforce Development Agency has not indicated that it intends to investigate the violations
27 discussed in the notice. Accordingly, Plaintiff may commence a civil action to recover penalties for
28 himself and other Aggrieved Employees pursuant to Labor Code § 2699.3.

1 IWC Wage Order, Plaintiff, the other class members, and the aggrieved employees were entitled to
2 receive a meal period or payment of one (1) additional hour of pay at their regular rate of compensation
3 when they were not provided with an uninterrupted meal period of no less than thirty (30) minutes for
4 a work period of more than five hours per day and that Plaintiff, the other class members, and the
5 aggrieved employees were entitled to receive a second meal period or payment of one (1) additional
6 hour of pay at their regular rate of compensation when they were not provided with an uninterrupted
7 second meal period of no less than thirty (30) minutes for a work period of more than ten (10) hours
8 per day. However, Plaintiff, the other class members, and the aggrieved employees did not receive
9 all meal periods or payment of one (1) additional hour of pay at their regular rate of compensation
10 when a meal period was missed, shortened, taken late, and/or interrupted.

11 39. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
12 should have known that pursuant to California Labor Code section 226.7 and the applicable IWC
13 Wage Order, Plaintiff, the other class members, and the aggrieved employees were entitled to receive
14 all rest periods or payment of one (1) additional hour of pay at their regular rate of compensation when
15 they were not provided with an uninterrupted rest period of no less than ten (10) minutes for every
16 four hours, or major fraction thereof, worked. However, Plaintiff, the other class members, and the
17 aggrieved employees did not receive all rest periods or payment of one (1) additional hour of pay at
18 their regular rate of compensation when a rest period was missed, shortened, taken late, and/or
19 interrupted.

20 40. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
21 or should have known that they were required to provide Plaintiff, the other class members, and the
22 aggrieved employees with complete and accurate itemized wage statements pursuant to California
23 Labor Code section 226, but failed to do so.

24 41. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
25 should have known that Plaintiff, the other class members, and the aggrieved employees were entitled
26 to receive all wages upon termination of employment, including, without limitation, overtime wages,
27 minimum wages, meal period premium wages, and rest period premium wages, and that they did not
28 receive payment of all wages upon termination of employment in violation of California Labor Code

1 sections 201 and 202.

2 **FIRST CAUSE OF ACTION**

3 **VIOLATION OF LABOR CODE SECTIONS 510 AND 1198**

4 **(Against AMERICAN TEXTILE MAINTENANCE and DOES 1-25)**

5 42. Plaintiff incorporates herein by specific reference, as though fully set forth, the
6 allegations in all preceding paragraphs.

7 43. California Labor Code section 1198 and the applicable Industrial Welfare Commission
8 (“IWC”) Wage Order provide that it is unlawful to employ persons without compensating them at a
9 rate of pay either time-and-one-half or two-times that person’s regular rate of pay, depending on the
10 number of hours worked by the person on a daily or weekly basis.

11 44. Specifically, the applicable IWC Wage Order provides that Defendants were required
12 to pay Plaintiff and the other class members at the rate of time-and-one-half for all hours worked in
13 excess of eight (8) hours in a day or more than forty (40) hours in a workweek.

14 45. The applicable IWC Wage Order further provides that Defendants were required to pay
15 Plaintiff and the other class members overtime compensation at a rate of two (2) times their regular
16 rate of pay.

17 46. California Labor Code section 510 codifies the right to overtime compensation at one-
18 and-one half times the regular hourly rate for hours worked in excess of eight (8) hours in a day or
19 forty (40) hours in a week or for the first eight (8) hours worked on the seventh day of work, and to
20 overtime compensation at twice the regular hourly rate for hours worked in excess of twelve (12) hours
21 in a day or in excess of eight (8) hours in a day on the seventh day of work.

22 47. During the relevant time period, Plaintiff and the other class members regularly worked
23 in excess of eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty
24 (40) hours in a week. However, Defendants did not record Plaintiff and the other class members’
25 actual hours worked and intentionally and willfully failed to pay all overtime wages owed to Plaintiff
26 and the other class members. Defendants’ failure to pay overtime wages included, *inter alia*,
27 Defendants’ failure to pay Plaintiff and the other class members for time spent performing work duties
28 off the clock such as unloading trucks filled with clothes and placing them in containers to wash.

1 48. Defendants' failure to pay Plaintiff and the other class members as outlined above
2 violates California Labor Code sections 510 and 1198, and is therefore unlawful.

3 49. Pursuant to California Labor Code section 1194, Plaintiff and the other class members
4 are entitled to recover their unpaid overtime compensation, as well as interest, costs, and attorneys'
5 fees.

6 **SECOND CAUSE OF ACTION**

7 **VIOLATION OF LABOR CODE SECTIONS 1194, 1197, AND 1197.1**

8 **(Against AMERICAN TEXTILE MAINTENANCE and DOES 1-25)**

9 50. Plaintiff incorporates herein by specific reference, as though fully set forth, the
10 allegations in all preceding paragraphs.

11 51. At all relevant times, California Labor Code sections 1194, 1197 and 1197.1 provide
12 that the minimum wage for employees fixed by the Industrial Welfare Commission is the minimum
13 wage to be paid to employees, and the payment of a wage less than the minimum so fixed is unlawful.
14 Plaintiff and the other class members were not paid the appropriate minimum wage for all of the hours
15 they worked. Plaintiff and the other class members were not paid the minimum wage for work
16 performed beyond their scheduled shifts, and the wages paid to them were not sufficient to compensate
17 them for all hours they worked at a minimum wage rate on a cumulative basis. Defendants failed to
18 pay Plaintiff and the other class members for time spent working "off-the-clock" performing duties
19 including, but not limited to, unloading trucks filled with clothes and placing them in containers to
20 wash. Accordingly, Defendants regularly failed to pay at least minimum wages to Plaintiff and the
21 other class members for all hours he worked in violation of California Labor Code sections 1194,
22 1197, and 1197.1.

23 52. Defendants' failure to pay Plaintiff and the other class members the minimum wage as
24 required violates California Labor Code sections 1194, 1197 and 1197.1. Pursuant to those sections,
25 Plaintiff and the other class members are entitled to recover the unpaid balance of their minimum wage
26 compensation, as well as interest, costs, and attorney's fees.

27 53. Pursuant to California Labor Code section 1194.2, Plaintiff and the other class
28 members are entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid

1 and interest thereon.

2 **THIRD CAUSE OF ACTION**

3 **VIOLATION OF LABOR CODE SECTIONS 226.7 AND 512**

4 **(Against AMERICAN TEXTILE MAINTENANCE and DOES 1-25)**

5 54. Plaintiff incorporates herein by specific reference, as though fully set forth, the
6 allegations in all preceding paragraphs.

7 55. At all relevant times herein set forth, the applicable IWC Wage Order(s) and California
8 Labor Code sections 226.7 and 512(a) were applicable to Plaintiff and the other class members'
9 employment by Defendants.

10 56. At all relevant times herein set forth, California Labor Code section 226.7 provides that
11 no employer shall require an employee to work during any meal period mandated by an applicable
12 IWC Order.

13 57. At all relevant times herein set forth, California Labor Code section 512(a) provides
14 that an employer may not require, cause, or permit an employee to work for a period of more than five
15 (5) hours per day without providing the employee with a meal period of not less than thirty (30)
16 minutes, except that if the total work period per day of the employee is not more than six (6) hours,
17 the meal period may be waived by mutual consent of both the employer and the employee.

18 58. During the relevant time period, Plaintiff and the other class members who were
19 scheduled to work for a period of time no longer than six (6) hours, and who did not waive their
20 legally-mandated meal periods by mutual consent, were required to work for periods longer than five
21 (5) hours without an uninterrupted meal period of not less than thirty (30) minutes.

22 59. During the relevant time period, Plaintiff and the other class members
23 who were scheduled to work for a period of time in excess of six (6) hours, were required to work for
24 periods longer than five (5) hours without an uninterrupted meal period of not less than thirty (30)
25 minutes.

26 60. During the relevant time period, Plaintiff and the other class members,
27 who were scheduled to work for a period of time in excess of ten (10) hours but no longer than twelve
28 (12) hours, and who did not waive their legally-mandated meal periods by mutual consent, were

1 required to work in excess of ten (10) hours without receiving a second uninterrupted meal period of
2 not less than thirty (30) minutes.

3 61. During the relevant time period, Plaintiff and the other class members,
4 who were scheduled to work for a period of time in excess of twelve (12) hours, were required to work
5 for periods longer than ten (10) hours without a second uninterrupted meal period of not less than
6 thirty (30) minutes.

7 62. During the relevant time period, Defendants willfully required Plaintiff and the other
8 class members to work during meal periods and failed to compensate Plaintiff and the other class
9 members for work performed during meal periods. As a result, Plaintiff worked through meal periods,
10 took late meal periods, took interrupted meal periods, or took short meal periods, if at all.

11 63. During the relevant time period, Defendants failed to pay Plaintiff and the other class
12 members all meal period premiums due pursuant to California Labor Code section 226.7 and
13 512. Defendants' conduct violates applicable IWC Wage Order(s), and California Labor Code
14 sections 226.7 and 512(a).

15 64. Pursuant to the applicable IWC Wage Order and California Labor Code section
16 226.7(b), Plaintiff and the other class members are entitled to recover from Defendants one additional
17 hour of pay at their regular rate of compensation for each work day that a meal period was not
18 provided.

19 **FOURTH CAUSE OF ACTION**

20 **VIOLATION OF LABOR CODE SECTION 226.7**

21 **(Against AMERICAN TEXTILE MAINTENANCE and DOES 1-25)**

22 65. Plaintiff incorporates herein by specific reference, as though fully set forth, the
23 allegations in all preceding paragraphs.

24 66. At all relevant times herein set forth, the applicable IWC Wage Order and California
25 Labor Code section 226.7 were applicable to Plaintiff and the other class members' employment by
26 Defendants.

27 67. At all relevant times, California Labor Code section 226.7 provides that no employer
28 shall require an employee to work during any rest period mandated by an applicable order of the

1 California IWC.

2 68. At all relevant times, the applicable IWC Wage Order provides that “[e]very employer
3 shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in
4 the middle of each work period” and that the “rest period time shall be based on the total hours worked
5 daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof” unless
6 the total daily work time is less than three and one-half (3½) hours.

7 69. Pursuant to the applicable IWC Wage Order and California Labor Code section
8 226.7(b), Plaintiff and the other class members were entitled to recover from Defendants one (1)
9 additional hour of pay at their regular hourly rate of compensation for each workday that the rest period
10 was not provided.

11 70. During the relevant time period, Defendants required Plaintiff and the other class
12 members to work three and one-half (3 ½) or more hours without authorizing or permitting a ten (10)
13 minute rest period per each four (4) hour period, or major fraction thereof, worked.

14 71. During the relevant time period, Defendants willfully required Plaintiff and the other
15 class members to work during rest periods. Defendants failed to relieve Plaintiff and the other class
16 members of all duties such that they could take compliant rest breaks. As a result, Plaintiff worked
17 through rest periods, took late rest periods, took interrupted rest periods, or took short rest periods, if
18 at all.

19 72. Defendants also had no policy and/or practice to pay a premium when rest periods were
20 missed, short, late, and/or interrupted and thus failed to pay Plaintiff and the other class members the
21 full rest period premium due in violation of California Labor Code section 226.7.

22 73. Defendants’ conduct violates the applicable IWC Wage Orders and California Labor
23 Code section 226.7.

24 74. Pursuant to the applicable IWC Wage Orders and California Labor Code section
25 226.7(c), Plaintiff and the other class members are entitled to recover from Defendants one additional
26 hour of pay at their regular rate of compensation for each work day that a rest period was not
27 provided.

28 ///

1 **FIFTH CAUSE OF ACTION**

2 **VIOLATION OF LABOR CODE SECTION 226(a)**

3 **(Against AMERICAN TEXTILE MAINTENANCE and DOES 1-25)**

4 75. Plaintiff incorporates herein by specific reference, as though fully set forth, the
5 allegations in all preceding paragraphs.

6 76. At all material times set forth herein, California Labor Code section 226(a) provides
7 that every employer shall furnish each of his or her employees an accurate itemized wage statement
8 in writing, including, but not limited to, the name and address of the legal entity that is the employer,
9 total hours worked, and all applicable hourly rates.

10 77. Defendants have intentionally and willfully failed to provide Plaintiff and the other
11 class members with complete and accurate wage statements. The deficiencies include, among other
12 things, the failure to state all hours worked and the failure to state all hourly rates.

13 78. As a result of Defendants' violation of California Labor Code section 226(a), Plaintiff
14 and the other class members have suffered injury and damage to their statutorily protected rights.

15 79. Specifically, Plaintiff and the other class members have been injured by Defendants'
16 intentional violation of California Labor Code section 226(a) because they were denied both their legal
17 right to receive, and their protected interest in receiving, accurate, itemized wage statements under
18 California Labor Code section 226(a). In addition, because Defendants failed to provide the accurate
19 number of total hours worked on wage statements, Plaintiff and the other class members been
20 prevented by Defendants from determining if all hours worked were paid and the extent of the
21 underpayment. Plaintiff has had to file this lawsuit, and will further have to conduct discovery,
22 reconstruct time records, and perform computations in order to analyze whether in fact Plaintiff and
23 the other class members were paid correctly and the extent of the underpayment, thereby causing
24 Plaintiff to incur expenses and lost time. Plaintiff would not have had to engage in these efforts and
25 incur these costs had Defendants provided the accurate number of total hours worked. This has also
26 delayed Plaintiff's ability to demand and recover the underpayment of wages from Defendants.

27 80. Plaintiff and the other class members are entitled to recover from Defendants the
28 greater of their actual damages caused by Defendants' failure to comply with California Labor Code

1 section 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000).

2 **SIXTH CAUSE OF ACTION**

3 **VIOLATION OF LABOR CODE SECTIONS 201, 202, AND 203**

4 **(Against AMERICAN TEXTILE MAINTENANCE and DOES 1-25)**

5 81. Plaintiff incorporates herein by specific reference, as though fully set forth, the
6 allegations in all preceding paragraphs.

7 82. Pursuant to California Labor Code sections 201, 202, and 203, Defendants are required
8 to pay all earned and unpaid wages to an employee who is discharged. California Labor Code section
9 201 mandates that if an employer discharges an employee, the employee's wages accrued and unpaid
10 at the time of discharge are due and payable immediately. California Labor Code section 202
11 mandates that if an employee quits, his or her wages shall become due and payable not later than
12 seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours notice of his
13 or her intention to quit, in which case the employee is entitled to his or her wages at the time of
14 quitting.

15 83. California Labor Code section 203 provides that if an employer willfully fails to pay,
16 in accordance with California Labor Code sections 201 and 202, any wages of an employee who is
17 discharged or who quits, the wages of the employee shall continue as a penalty from the due date
18 thereof at the same rate until paid or until an action therefore is commenced; but the wages shall not
19 continue for more than thirty (30) days.

20 84. At the time that Plaintiff and the other class members' employment with Defendants
21 ended, Defendants knowingly and willfully failed to pay Plaintiff and the other class members all
22 wages owed to them pursuant to California Labor Code sections 201 and 202, including, without
23 limitation, overtime wages, minimum wages, meal period premium wages, and rest period premium
24 wages.

25 85. As a result, Plaintiff and the other class members are entitled to all available
26 statutory penalties, including the waiting time penalties provided in California Labor Code section
27 203, together with interest thereon, as well as other available remedies.

28 ///

1 **SEVENTH CAUSE OF ACTION**

2 **UNFAIR AND UNLAWFUL BUSINESS PRACTICES IN**
3 **VIOLATION OF CAL. BUS. & PROF. CODE §§ 17200 ET. SEQ.**
4 **(Against AMERICAN TEXTILE MAINTENANCE and DOES 1-25)**

5 86. Plaintiff incorporates herein by specific reference, as though fully set forth, the
6 allegations in all preceding paragraphs.

7 87. Each and every one of Defendants' acts and omissions in violation of the California
8 Labor Code and/or the applicable IWC Wage Order as alleged herein, including but not limited to
9 Defendant's failure and refusal to pay overtime compensation, Defendant's failure and refusal to pay
10 minimum wages, Defendants' failure and refusal to provide required meal periods, Defendants' failure
11 and refusal to provide required rest periods, Defendants' failure and refusal to furnish accurate
12 itemized wage statements, and Defendants' failure to timely pay wages upon termination constitutes
13 an unfair and unlawful business practice under California Business and Professions Code § 17200 et
14 seq.

15 88. Defendants' violations of California wage and hour laws constitute an unfair and
16 unlawful business practice because Defendants' aforementioned acts and omissions were done
17 repeatedly over a significant period of time, and in a systematic manner, to the detriment of Plaintiff
18 and the other class members.

19 89. Defendants have avoided payment of overtime wages, minimum wages, meal period
20 premiums, rest period premiums, and other benefits as required by the California Labor Code, the
21 California Code of Regulations, and the applicable IWC Wage Order. Further, Defendants have failed
22 to record, report, and pay the correct sums of assessment to the state authorities under the California
23 Labor Code and other applicable regulations.

24 90. As a result of Defendants' unfair and unlawful business practices, Defendants have
25 reaped unfair and illegal profits during Plaintiff and the other class members' tenure at the expense of
26 Plaintiff, the other class members, and members of the public. Defendants should be made to disgorge
27 its ill-gotten gains and to restore them to Plaintiff and the other class members.

28 91. Defendants' unfair and unlawful business practices entitle Plaintiff and the other class

1 members to seek preliminary and permanent injunctive relief, including but not limited to orders that
2 Defendants account for, disgorge, and restore to Plaintiff and the other class members the wages and
3 other compensation unlawfully withheld from them. Plaintiff and the other class members are entitled
4 to restitution of all monies to be disgorged from Defendants in an amount according to proof at the
5 time of trial.

6 **EIGHTH CAUSE OF ACTION**

7 **Violation of California Labor Code §§ 2699, Et Seq.**

8 **(Against AMERICAN TEXTILE MAINTENANCE and DOES 1-25)**

9 92. Plaintiff incorporates herein by specific reference, as though fully set forth, the
10 allegations in all preceding paragraphs.

11 93. Plaintiff brings this action as a representative action on behalf of himself, other
12 Aggrieved Employees, and the State of California in their capacity as a private attorney general
13 pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, et seq.

14 94. PAGA expressly provides for a private right of action to recover civil penalties for
15 violations of the Labor Code as follows: “Notwithstanding any other provision of law, any provision
16 of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce
17 Development Agency or any of its departments, divisions, commissions, boards, agencies, or
18 employees, for a violation of this code, may, as an alternative, be recovered through a civil action
19 brought by an aggrieved employee on behalf of himself or herself and other current or former
20 employees pursuant to the procedures specified in Section 2699.3.” Cal. Lab. Code § 2699(a).

21 95. Whenever the LWDA, or any of its departments, divisions, commissions, boards,
22 agencies, or employees has discretion to assess a civil penalty, a court in a civil action is authorized to
23 exercise the same discretion, subject to the same limitations and conditions, to assess a civil penalty.

24 96. Plaintiff and the other hourly-paid, non-exempt employees are “Aggrieved Employees”
25 as defined by California Labor Code section 2699(c) in that they are all current or former employees
26 of Defendants, and one or more of the alleged violations were committed against them.

27 97. As set forth in detail above and below, during all times relevant to this Action,
28 Defendants have routinely subjected Plaintiff and the Aggrieved Employees to violations of California

1 Labor Codes by:

- 2 (a) Violation of California Labor Code sections 1194, 1197, and 1197.1 for failure to pay
3 minimum wages, as set forth more fully below;
- 4 (b) Violation of California Labor Code sections 510 and 1198 for failure to pay overtime
5 wages, as set forth more fully below;
- 6 (c) Violation of California Labor Code sections 226.7 and 512(a) for failure to provide
7 legally required meal periods, as set forth more fully below;
- 8 (d) Violation of California Labor Code section 226.7 for failure to provide legally required
9 rest periods, as set forth more fully below;
- 10 (e) Violation of California Labor Code section 204 for failure to timely pay wages to
11 Plaintiff and aggrieved employees during employment, as set forth more fully before;
- 12 (f) Violation of California Labor Code sections 201, 202, and 203 for failure to pay all
13 wages at time of discharge from employment, as set forth more fully below;
- 14 (g) Violation of California Labor Code section 226(a) for failure to provide accurate wage
15 statements to Plaintiff and aggrieved employees, as set forth more fully below; and
- 16 (h) Violation of California Labor Code section 1174(d) for failure to keep complete and
17 accurate payroll records relating to Plaintiff and aggrieved employees, as set forth more
18 fully below.

19 98. Pursuant to PAGA, and in particular Labor Code sections 2699(a), 2699.3, and 2699.5,
20 Plaintiff, acting in the public interest as a private attorney general, seek assessment and collection of
21 civil penalties for Plaintiff, all Aggrieved Employees, and the State of California against Defendants
22 for violations of Labor Code sections set forth herein, including penalties under California Labor Code
23 sections 2699, 558, 210, 1197.1, , 226, 226.3, 1174.5, and 1197.1, penalties under the applicable IWC
24 Wage Order, and any and all additional penalties and remedies as provided by the California Labor
25 Code and/or other statutes.

26 99. Pursuant to California Labor Code section 2699(i), civil penalties recovered by
27 Aggrieved Employees shall be distributed as follows: seventy-five percent (75%) to the LWDA for
28 the enforcement of labor laws and education of employers and employees about their rights and

1 minutes.

2 112. During the relevant time period, Plaintiff and the aggrieved employees,
3 who were scheduled to work for a period of time in excess of ten (10) hours but no longer than twelve
4 (12) hours, and who did not waive their legally-mandated meal periods by mutual consent, were
5 required to work in excess of ten (10) hours without receiving a second uninterrupted meal period of
6 not less than thirty (30) minutes.

7 113. During the relevant time period, Plaintiff and the aggrieved employees,
8 who were scheduled to work for a period of time in excess of twelve (12) hours, were required to work
9 for periods longer than ten (10) hours without a second uninterrupted meal period of not less than
10 thirty (30) minutes.

11 114. During the relevant time period, Defendants willfully required Plaintiff and the
12 aggrieved employees to work during meal periods and failed to compensate Plaintiff and aggrieved
13 employees for work performed during meal periods. By way of example, Defendants failed to relieve
14 Plaintiff of all duties such that Plaintiff could take compliant meal periods. As a result, Plaintiff
15 worked through mandated meal periods.

16 115. Defendants failed to pay Plaintiff and the aggrieved employees the full meal period
17 premium due in violation of California Labor Code sections 226.7 and 512 on each occasion when a
18 timely, uninterrupted meal period of at least thirty (30) minutes was not provided. Defendants failed
19 to incorporate all nondiscretionary payments for work performed by Plaintiff and the aggrieved
20 employees in the regular rate of compensation.

21 116. Defendants' conduct violates applicable IWC Wage Order(s), and California Labor
22 Code sections 226.7 and 512(a).

23 **Failure to Provide Rest Periods**

24 117. At all relevant times, California Labor Code section 226.7 has provided that no
25 employer shall require an employee to work during any rest period mandated by an applicable order
26 of the California IWC.

27 118. At all relevant times, the applicable IWC Wage Order provides that "[e]very employer
28 shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in

1 the middle of each work period” and that the “rest period time shall be based on the total hours worked
2 daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof” unless
3 the total daily work time is less than three and one-half (3½) hours.

4 119. Pursuant to the applicable IWC Wage Order and California Labor Code section
5 226.7(b), Plaintiff and the aggrieved employees are entitled to recover from Defendants one (1)
6 additional hour of pay at the employee’s regular hourly rate of compensation for each work day that
7 the rest period was not provided.

8 120. During the relevant time period, Defendants required Plaintiff and the aggrieved
9 employees to work four (4) or more hours without authorizing or permitting a ten (10) minute rest
10 period per each four (4) hour period, or major fraction thereof worked. During the relevant time
11 period, Defendants willfully required Plaintiff and the aggrieved employees to work during rest
12 periods. By way of example, Defendants failed to relieve Plaintiff of all duties such that Plaintiff
13 could take compliant rest periods. As a result, Plaintiff worked through mandated rest periods.

14 121. Defendants failed to pay Plaintiff and aggrieved employees the full rest period premium
15 due in violation of California Labor Code sections 226.7 and 512 on each occasion when a timely,
16 uninterrupted rest period of at least ten (10) minutes was not provided. Defendants failed to
17 incorporate all nondiscretionary payments for work performed by Plaintiff and the aggrieved
18 employees in the regular rate of compensation.

19 122. Defendants’ conduct violates the applicable IWC Wage Orders and California Labor
20 Code section 226.7.

21 **Failure to Timely Pay Wages During Employment**

22 123. At all relevant times herein set forth, California Labor Code section 204 has provided
23 that all wages earned by any person in any employment between the 1st and 15th days, inclusive, of
24 any calendar month, other than those wages due upon termination of an employee, are due and payable
25 between the 16th and the 26th day of the month during which the labor was performed.

26 124. At all times herein set forth, California Labor Code section 204 has provided that all
27 wages earned by any person in any employment between the 16th and the last day, inclusive, of any
28 calendar month, other than those wages due upon termination of an employee, are due and payable

1 between the 1st and the 10th day of the following month.

2 125. At all times herein set forth, California Labor Code section 204 has provided that all
3 wages earned for labor in excess of the normal work period shall be paid no later than the payday for
4 the next regular payroll period.

5 126. During the relevant time period, Defendants intentionally and willfully failed to pay
6 Plaintiff and the aggrieved employees all wages due to them, within any time period permissible under
7 California Labor Code section 204, including wages for overtime compensation, minimum wage
8 compensation, meal period premiums, and rest period premiums.

9 **Failure to Timely Pay Wages Upon Termination**

10 127. Pursuant to California Labor Code sections 201, 202, and 203, Defendants are required
11 to pay all earned and unpaid wages to an employee who is discharged. California Labor Code section
12 201 mandates that if an employer discharges an employee, the employee's wages accrued and unpaid
13 at the time of discharge are due and payable immediately. California Labor Code section 202
14 mandates that if an employee quits, his or her wages shall become due and payable not later than
15 seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours notice of
16 his or her intention to quit, in which case the employee is entitled to his or her wages at the time of
17 quitting.

18 128. California Labor Code section 203 provides that if an employer willfully fails to pay,
19 in accordance with California Labor Code sections 201 and 202, any wages of an employee who is
20 discharged or who quits, the wages of the employee shall continue as a penalty from the due date
21 thereof at the same rate until paid or until an action therefore is commenced; but the wages shall not
22 continue for more than thirty (30) days.

23 129. At the time that Plaintiff and the aggrieved employees' employment with Defendants
24 ended, Defendants knowingly and willfully failed to pay Plaintiff and the aggrieved employees all
25 wages owed to them pursuant to California Labor Code sections 201 and 202, including, without
26 limitation, overtime wages, minimum wages, meal period premium wages, and rest period premium
27 wages.

28 ///

1 **Failure to Provide Compliant Wage Statements**

2 130. At all relevant times set forth herein, California Labor Code section 226(a) provides
3 that every employer shall furnish each of its employees an accurate itemized statement in writing
4 showing (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate
5 units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all
6 deductions, provided that all deductions made on written orders of the employee may be aggregated
7 and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the
8 employee is paid, (7) the name of the employee and his or her social security number, (8) the name
9 and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during
10 the pay period and the corresponding number of hours worked at each hourly rate by the employee.
11 The deductions made from payments of wages shall be recorded in ink or other indelible form,
12 properly dated, showing the month, day, and year, and a copy of the statement or a record of the
13 deductions shall be kept on file by the employer for at least three years at the place of employment or
14 at a central location within the State of California.

15 131. Defendants have intentionally and willfully failed to provide employees with complete
16 and accurate wage statements. The deficiencies include, among other things, the failure to state all
17 correct rates of pay, all hours worked, all meal period premium wages earned, and all rest period
18 premium wages earned.

19 **Failure to Keep Requisite Payroll Records**

20 132. At all relevant times set forth herein, California Labor Code section 1174(d) has
21 required an employer to keep, at a central location in the state or at the plants or establishments at
22 which employees are employed, payroll records showing the hours worked daily by and the wages
23 paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees
24 employed at the respective plants or establishments. These records shall be kept in accordance with
25 rules established for this purpose by the commission, but in any case shall be kept on file for not less
26 than two years.

27 133. Defendants have intentionally and willfully failed to keep accurate and complete
28 payroll records showing the hours worked daily and the wages paid, to Plaintiff and the aggrieved

1 employees.

2 134. As a result of Defendants' violation of California Labor Code section 1174(d), Plaintiff
3 and the aggrieved employees have suffered injury and damage to their statutorily-protected rights.

4 135. More specifically, Plaintiff and the aggrieved employees have been injured by
5 Defendants' intentional and willful violation of California Labor Code section 1174(d) because they
6 were denied both their legal right and protected interest, in having available, accurate and complete
7 payroll records pursuant to California Labor Code section 1174(d).

8 **DEMAND FOR JURY TRIAL**

9 Plaintiff hereby demands a jury trial with respect to all issues triable of right by jury.

10 **PRAYER FOR RELIEF**

11 Plaintiff, on behalf of all others similarly situated, prays for relief and judgment against
12 Defendants, jointly and severally, as follows:

13 **Class Certification**

- 14 1. That this action be certified as a class action;
15 2. That Plaintiff be appointed as the representative of the Class;
16 3. That counsel for Plaintiff be appointed as Class Counsel; and
17 4. That Defendants provide to Class Counsel immediately the names and most current/last
18 known contact information (address, e-mail and telephone numbers) of all class members.

19 **As to the First Cause of Action**

20 5. That the Court declare, adjudge and decree that Defendants violated California Labor
21 Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime
22 wages due to Plaintiff and the other class members;

23 6. For general unpaid wages at overtime wage rates and such general and special damages
24 as may be appropriate;

25 7. For pre-judgment interest on any unpaid overtime compensation commencing from the
26 date such amounts were due;

27 8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California
28 Labor Code section 1194;

1 Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest periods to
2 Plaintiff and the other class members;

3 25. That the Court make an award to Plaintiff and the other class members of one (1) hour
4 of pay at each employee's regular rate of compensation for each workday that a rest period was not
5 provided;

6 26. For all actual, consequential, and incidental losses and damages, according to proof;

7 27. For premium wages pursuant to California Labor Code section 226.7(c);

8 28. For pre-judgment interest on any unpaid wages from the date such amounts were due;

9 29. For such other and further relief as the Court may deem just and proper.

10 **As to the Fifth Cause of Action**

11 30. That the Court declare, adjudge and decree that Defendants violated the record keeping
12 provisions of California Labor Code section 226(a) and applicable IWC Wage Orders as to Plaintiff
13 and the other class members, and willfully failed to provide accurate itemized wage statements thereto;

14 31. For actual, consequential and incidental losses and damages, according to proof;

15 32. For statutory penalties pursuant to California Labor Code section 226(e);

16 33. For injunctive relief to ensure compliance with this section, pursuant to California
17 Labor Code section 226(g);

18 34. For such other and further relief as the Court may deem just and proper.

19 **As to the Sixth Cause of Action**

20 35. That the Court declare, adjudge and decree that Defendants violated California Labor
21 Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the time of
22 termination of the employment of Plaintiff and the other class members no longer employed by
23 Defendants;

24 36. For all actual, consequential, and incidental losses and damages, according to proof;

25 37. For statutory wage penalties pursuant to California Labor Code section 203 for Plaintiff
26 and the other class members who have left Defendants' employ;

27 38. For pre-judgment interest on any unpaid compensation from the date such amounts
28 were due;

1 39. For such other and further relief as the Court may deem just and proper.

2 **As to the Seventh Cause of Action**

3 40. That the Court declare, adjudge and decree that Defendants violated the following
4 California Labor Code sections as to Plaintiff and the other class members: 510 and 1198 (by failing
5 to pay overtime wages); 1194, 1197, and 1197.1 (by failing to pay minimum wages); 226.7 and 512(a)
6 (by failing to provide meal and rest periods or compensation in lieu thereof); 226(a) (by failing to
7 provide accurate wage statements); and 201, 202, and 203 (by failing to pay all wages owed upon
8 termination);

9 41. For restitution of unpaid wages to Plaintiff and all the other class members and all pre-
10 judgment interest from the day such amounts were due and payable;

11 42. For the appointment of a receiver to receive, manage and distribute any and all funds
12 disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a
13 result of violation of California Business and Professions Code sections 17200, et seq.;

14 43. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California
15 Code of Civil Procedure section 1021.5; and

16 44. For injunctive relief to ensure compliance with this section, pursuant to California
17 Business and Professions Code sections 17200, et seq.

18 **As to the Eighth Cause of Action**

19 45. For civil penalties pursuant to California Labor Code sections 2699(a), (f), and (g), plus
20 costs and attorneys' fees for violation of California Labor Code sections 201, 202, 203, 204, 226(a),
21 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198; and

22 46. For such other and further relief as the Court may deem proper.

23
24 DATED: August 4, 2022

BLACKSTONE LAW, APC

25
26 By: _____


Jonathan M. Genish, Esq.
Attorneys for Plaintiff ANGEL RODRIGUEZ