

Exhibit A

Alan Harris (SBN 146079)
Priya Mohan (SBN 228984)
HARRIS & RUBLE
655 North Central Ave., 17th Fl.
Glendale, California 91203
Telephone: (323) 962-3777
Facsimile: (323) 962-3004
aharris@harrisandruble.com
pmohan@harrisandruble.com
Attorneys for Plaintiffs

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION

ISABEL ARTIGA, GABRIEL
RODRIGUEZ, JESSICA SHEEHAN,
MARIO ERNESTO GIL CANAS, JAIME
MENDOZA and LORENZA TORRES,
individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

ABM INDUSTRY GROUPS, LLC, a
Delaware Limited Liability Company, and
DOE ONE through and including DOE
TEN,

Defendants.

Case No. 2:19-cv-06735-GW-RAO
Assigned to Hon. George H. Wu

THIRD AMENDED COMPLAINT
*[PAGA Law Enforcement, Class Action
and Collective Action Complaint]*

1. Reserved.
2. Failure to Provide Adequate Pay
Stubs Labor Code § 226(a)
3. Failure to Pay Minimum Wage, Cal.
Lab. Code § 1194; IWC Wage Order
4. Failure to Pay Minimum Wage, Fair
Labor Standards Act, 29 U.S.C. §
201 *et seq.*
5. Continuing Wages, Cal. Lab. Code §
203
6. Failure to Provide Proper Meal
Breaks, Cal. Lab. Code § 226.7 and
512 and IWC Wage Order
7. Failure to Provide Rest Breaks, Cal.
Lab. Code § 226.7 and 512 and IWC
Wage Order
8. Reserved.
9. Violation of Cal. Bus. & Prof. Code
§ 17200 *et seq.*

10. Civil Penalties, Pursuant to Cal. Lab. Code § 2698 *et seq.*

DEMAND FOR JURY TRIAL

Isabel Artiga, (“Artiga”), Gabriel Rodriguez (“Rodriguez”), Jessica Sheehan (“Sheehan”), Mario Ernesto Gil Canas (“Canas”), Jaime Mendoza (“Mendoza”) and Lorenza Torres (“Torres”) (collectively “Plaintiffs”), on behalf of themselves as individuals and in their representative capacities, and on behalf of the State of California Labor & Workforce Development Agency (“LWDA”) under the Labor Code Private Attorneys General Act of 2004 (“PAGA”), California Labor Code (“Labor Code”) § 2698 *et seq.*, allege as follows:

JURISDICTION AND VENUE

1. This is a PAGA law enforcement action, class action and Fair Labor Standards Act collective action, seeking unpaid wages, damages, penalties and attorneys’ fees and costs, all according to proof, against Defendant ABM Industry Groups, LLC (“ABM”). This action alleges that ABM, *inter alia*, (1) collected unlawful deductions from employees; (2) failed to provide wage statements that supplied all of the information required by Labor Code § 226(a); (3) failed to pay Plaintiffs and Aggrieved Employees minimum and overtime wages; (4) failed to timely pay Plaintiffs all wages due, Labor Code §§ 203, 204; (5) failed to provide proper meal and rest breaks to Plaintiffs Rodriguez, a Supervisor, and Sheehan, a Lead, and other Aggrieved Employees who worked as a Supervisor and/or a Lead; (6) failed to provide a proper sick leave policy for employees, Labor Code §§ 403, 404, 405, 406 and IWC Wage Order, Sec.9(c); (7) failed to provide employment records, Labor Code § 226(b); (8) failed to provide records, Labor Code § 432; (9) failed to provide records, Labor Code § 1198.5; and (10) engaged in unfair, unlawful, and/or fraudulent business practices in violation of California law to the detriment of aggrieved employees and the general public. On August 28, 2018, Plaintiff Artiga provided statutory notice to the California Labor and Workforce Development Agency and to Defendant of the PAGA claims set forth in this complaint. On October 11, 2019,

1 Plaintiffs Rodriguez and Sheehan provided statutory notice to the California Labor and
2 Workforce Development Agency and to Defendant of the PAGA claims set forth in this
3 complaint. On or about May 13, 2020, Plaintiff Canas provided statutory notice to the
4 California Labor and Workforce Development Agency and to Defendant of the PAGA
5 claims set forth in this complaint.

6 2. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, Plaintiffs also
7 bring this case individually and as a class action on behalf of similarly situated individuals
8 who have been employed by ABM as hourly, non-exempt workers in California
9 (collectively referred to as “Aggrieved Employees”) since four years prior to the filing of
10 this action. Plaintiffs Artiga, Sheehan, Rodriguez and Canas also bring this action
11 pursuant to PAGA, which does not require class certification, on a representative basis on
12 behalf of the Labor & Workforce Development Agency of the State of California (the
13 “LWDA”). The alleged violations include failure to make timely payment of earned
14 wages, provide proper meal and rest breaks, pay overtime and minimum wages, and for
15 sick pay and record keeping violations, wage statement violations, continuing wages, and
16 unfair competition, among other claims. Pursuant to 29 U.S.C. § 216(b), Plaintiffs
17 Rodriguez and Sheehan also bring this case individually and as a collective action on
18 behalf of similarly situated individuals who have been employed by Defendants in
19 California.

20 3. Venue as to Defendant is proper in this District because a substantial part of
21 the events or omissions giving rise to the claims occurred in this District. Defendant
22 maintains an office, transacts business, has an agent, or is found in the County of Los
23 Angeles and is within the jurisdiction of this Court for purposes of service of process. The
24 unlawful acts alleged herein had a direct effect on and were committed within the State of
25 California.

26 4. This action was filed in the Superior Court of the State of California for the
27 County of Los Angeles. Thereafter, on August 2, 2019, Defendant removed this action
28 pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. §§ 1332(d), 1453, 1711, and

1 section 301 of the Labor Management Relations Act, 29 U.S.C. § 185(a). On September
2 30, 2020, Plaintiff Canas filed a Complaint alleging a cause of action pursuant to PAGA
3 against Defendant, in the Superior Court of the State of California for the County of Los
4 Angeles. As part of the class action settlement reached in this case, the Parties have
5 agreed to the filing this Third Amended Complaint, which incorporates Canas's claims as
6 well as those of Plaintiffs Mendoza and Torres.

7 ***PARTIES AND SUBSTANTIVE ALLEGATIONS***

8 5. Plaintiff Artiga is an individual who during the time periods relevant to
9 this Complaint, was and is a resident of the County of Los Angeles, State of California.
10 Plaintiff Rodriguez is an individual who during the time periods relevant to this
11 Complaint, was a resident of the Counties of Riverside and Los Angeles, State of
12 California. Rodriguez worked for Defendant ABM in the County of Los Angeles and the
13 County of Riverside, State of California, working for Defendant as a Supervisor. Plaintiff
14 Sheehan is an individual who during the time periods relevant to this Complaint, was and
15 is a resident of the County of Riverside, State of California, working for Defendant as a
16 Lead. Sheehan was employed by Defendant ABM in the County of Riverside, State of
17 California during the relevant period. Plaintiff Canas is an individual who during the time
18 periods relevant to this Complaint, was and is a resident of the County of Los Angeles,
19 State of California, working for Defendant as a parking valet attendant. Plaintiff Jaime
20 Mendoza is an individual who during the time periods relevant to this Complaint, was and
21 is a resident of the County of Los Angeles, State of California, working for Defendant as a
22 parking valet attendant. Plaintiff Lorenza Torres is an individual who during the time
23 periods relevant to this Complaint, was and is a resident of the County of Los Angeles,
24 State of California, working for Defendant as a cleaner. Plaintiffs bring this action on
25 behalf of themselves, on behalf of all others similarly situated, and pursuant to California
26 Business and Professions Code section 17200 *et seq.*

1 6. Defendant ABM Industry Groups, LLC (“ABM”) is a company that
2 conducts significant amounts of business within Los Angeles County. ABM touts itself as
3 a leading provider of integrated facility solutions. Among the services it provides, ABM
4 offers parking valet and transportation and janitorial contractor services to clients across
5 the United States, including throughout California. ABM is a Delaware Limited Liability
6 Company with its headquarters in Sugar Land, Texas. ABM is authorized to do and does
7 business in California. ABM is a temporary services employer as defined by Cal. Lab.
8 Code § 201.3, which statute provides, in part:

9 (a) For purposes of this section, the following definitions apply:

10 (1) “Temporary services employer” means an employing unit that contracts
11 with clients or customers to supply workers to perform services for the clients
12 or customers and that performs all of the following functions:

13 (A) Negotiates with clients and customers for matters such as the time and
14 place where the services are to be provided, the type of work, the working
15 conditions, and the quality and price of the services.

16 (B) Determines assignments or reassignments of workers, even if workers
17 retain the right to refuse specific assignments.

18 (C) Retains the authority to assign or reassign a worker to another client or
19 customer when the worker is determined unacceptable by a specific client or
20 customer.

21 (D) Assigns or reassigns workers to perform services for clients or customers.

22 (E) Sets the rate of pay of workers, whether or not through negotiation.

23 (F) Pays workers from its own account or accounts.

24 (G) Retains the right to hire and terminate workers.

25 Cal. Lab. Code § 201.3(a)(1)(A)-(G). As a temporary services employer, Defendant
26 contracts with clients or customers to supply workers to perform services. On ABM’s
27 website, ABM describes its provision of janitorial services to its customers as follows:

28 “We’re a single-source commercial janitorial contractor with advanced

1 cleaning technologies. ABM's proven methods can save you time and
2 improve your bottom line. Our own team of well-trained, efficient,
3 environmentally aware professionals become part of your team, respecting
4 your culture. You're free to focus on your core responsibilities."

5 See <https://www.abm.com/services/janitorial/> (last accessed July 6, 2020). ABM
6 describes its provision of parking services to its customers on its website as well:

7 A wide range of off-street and on-street parking facilities across 200 client
8 locations, including some of the largest and most prestigious buildings in the
9 U.S., rely on us for best practices in operation and maintenance. ABM makes
10 sure your guests are happy and safe from arrival to departure, through
11 stringent employee screening, hiring, and training. Across shuttle service,
12 valet, and parking facility management, ABM contributes to building value.

13 See <https://www.abm.com/services/parking-transportation/> (last accessed July 6,
14 2020). ABM meets the definition of a temporary services provider. It negotiates
15 with its customers where ABM employees will perform work and the type of work
16 that will be performed. ABM also negotiates the cost of these services with the
17 customers. Each of the Plaintiffs worked at ABM customer locations under ABM's
18 direction. Each of the Plaintiffs were paid directly by ABM for the work performed
19 on customer sites. ABM retains the ability to assign or reassign its workers.

20 Indeed, Plaintiff Artiga was assigned to various customer sites during her
21 employment with ABM. Similarly, Plaintiff Rodriguez was assigned to at least two
22 different customers while working for ABM. ABM also had the authority to hire
23 and terminate employees, and exercised that authority with respect to each of the
24 Plaintiffs.

25 7. Defendant and/or its affiliates have been repeatedly charged with PAGA
26 violations, commencing soon after the statute became effective. E.g., Augustus v.
27 American Commercial Security Services, Inc. (L.A.Super.Ct., 2006, No. BC347914)
28 (settled for up to \$2,500,000, including civil penalties of \$730,000). Accordingly, it is

1 appropriate to draw an inference that Defendant's conduct as described herein is
2 intentional, resulting in part from a continuing practice of devoting insufficient resources
3 to the payroll accounting and related human resources and compliance functions.

4 8. The true names and/or capacities, whether individual, corporate, associate or
5 otherwise, of defendants Does 1 to 10 inclusive, are unknown to Plaintiffs at this time,
6 who therefore sue said defendants by such fictitious names. When the true names and
7 capacities of said defendants have been ascertained, Plaintiffs will amend this complaint
8 accordingly. Plaintiffs are informed and believe and thereupon alleges that each
9 defendant designated herein as a Doe is responsible, negligently, intentionally,
10 contractually, or in some other actionable manner, for the events and happenings
11 hereinafter referred to, and caused injuries and damages proximately thereby to Plaintiffs
12 as is hereinafter alleged, either through said defendants' own wrongful conduct or through
13 the conduct of their agents, servants, employees, representatives, officers or attorneys, or
14 in some other manner.

15 **GENERAL ALLEGATIONS**

16 9. Beginning on or about January 20, 2012 until in or about July, 2018, Plaintiff
17 Artiga was employed by ABM as a parking attendant in various locations in Los Angeles
18 County. Attached hereto as Exhibit 1 are true and correct copies of some of Artiga's pay
19 stubs. Beginning in or about August, 2018 until August, 2019, Plaintiff Rodriguez was
20 employed by ABM in a janitorial position in Riverside and thereafter Los Angeles
21 County, as a Supervisor. Attached hereto as Exhibit 2 are true and correct copies of some
22 of Rodriguez's pay stubs. Beginning in or about December, 2017 until October, 2019,
23 Plaintiff Sheehan was employed by ABM as a Lead in janitorial position in Riverside
24 County. Attached hereto as Exhibit 3 are true and correct copies of some of Sheehan's
25 pay stubs. Beginning on or about December 27, 2018 until on or about November 15,
26 2019, Plaintiff Canas was employed by ABM as a parking attendant in various locations
27 in Los Angeles, California. Beginning in or about February, 2018 until March, 2020,
28 Plaintiff Jaime Mendoza was employed by ABM as a parking attendant in Los Angeles,

1 California. Beginning in or about May, 2015 until August, 2018, Plaintiff Lorenza Torres
2 was employed by ABM as a cleaner in Los Angeles, California.

3 10. Plaintiffs contend that Defendant failed to provide them and other Aggrieved
4 Employees with adequate pay stubs. In this regard, section 226 of the California Labor
5 Code provides:

6 (a) Every employer shall, semimonthly or at the time of each
7 payment of wages, furnish each of his or her employees, either as a
8 detachable part of the check, draft, or voucher paying the employee's wages,
9 or separately when wages are paid by personal check or cash, an itemized
10 statement in writing showing (1) gross wages earned, (2) total hours worked
11 by the employee, except for any employee whose compensation is solely
12 based on a salary and who is exempt from payment of overtime under
13 subdivision (a) of Section 515 or any applicable order of the Industrial
14 Welfare Commission, (3) the number of piece-rate units earned and any
15 applicable piece rate if the employee is paid on a piece-rate basis, (4) all
16 deductions, provided, that all deductions made on written orders of the
17 employee may be aggregated and shown as one item, (5) net wages earned,
18 (6) the inclusive dates of the period for which the employee is paid, (7) the
19 name of the employee and his or her social security number, (8) the name and
20 address of the legal entity that is the employer, and (9) all applicable hourly
21 rates in effect during the pay period and the corresponding number of hours
22 worked at each hourly rate by the employee and . . . if the employer is a
23 temporary services employer as defined in Section 201.3, the rate of pay and
24 the total hours worked for each temporary services assignment. The
25 deductions made from payments of wages shall be recorded in ink or other
26 indelible form, properly dated, showing the month, day, and year, and a copy
27 of the statement or a record of the deductions shall be kept on file by the
28 employer for at least three years at the place of employment or at a central

1 location within the State of California.

2

3 (e) An employee suffering injury as a result of a knowing and
4 intentional failure by an employer to comply with subdivision (a) is entitled
5 to recover the greater of all actual damages or fifty dollars (\$50) for the initial
6 pay period in which a violation occurs and one hundred dollars (\$100) per
7 employee for each violation in a subsequent pay period, not exceeding an
8 aggregate penalty of four thousand dollars (\$4,000), and is entitled to an
9 award of costs and reasonable attorney's fees.

10 Cal. Lab. Code § 226.

11 11. On information and belief, Plaintiffs contend that Defendant failed to
12 provide Plaintiffs and Aggrieved Employees with the data required by section 226 of the
13 California Labor Code. Exhibits 1 through 3 are true and correct copies of certain of
14 Plaintiffs' wage statements. On occasion, for example with respect to Plaintiff Rodriguez,
15 during the period April 1, 2019 to April 15, 2019, Defendant would make retroactive
16 adjustments resulting in wage statements that failed to state all applicable hourly rates and
17 were therefore confusing. See Exhibit 2. ABM's failure to provide the correct
18 information on wage statements has caused confusion by making it impossible for
19 Plaintiffs to determine whether or not they have been paid correctly. Further, although
20 ABM is a temporary service provider, Exhibits 1, 2, and 3 show that ABM's wage
21 statements fail to provide the rate of pay and total hours worked for each temporary
22 services assignment. For example, Exhibit 2 consists of certain wage statements provided
23 to Plaintiff Rodriguez. During the pay period beginning July 1, 2019 through July 15,
24 2019, Rodriguez performed janitorial work for ABM's client Claremont McKenna
25 College in Los Angeles County. During the pay period beginning June 16, 2019 through
26 June 30, 2019, Rodriguez performed work for ABM's client Amazon's facility located in
27 Moreno Valley, California. The wage statements provided to Rodriguez (Exhibit 2)
28 provide no information regarding the temporary services assignment for which Rodriguez

1 was being paid. Likewise, the wage statements attached as Exhibits 1 and 3 show that
2 ABM did not provide any information regarding temporary services assignments to
3 Plaintiffs Artiga and Sheehan. As a result, for example, it was not possible from the wage
4 statement alone to determine whether the worker was paid an hourly rate which
5 comported with the requirements of various municipal ordinances. In addition to
6 subjecting ABM to the damages specified in section 226(e), ABM's failure to provide
7 such information to Plaintiffs and aggrieved employees subjects it to civil penalties. See
8 Cal. Lab. Code §§ 226.3, 2698 *et seq.*

9 12. At all times relevant herein, sections 226 (b), (c), and (f) of the California
10 Labor Code further provided in part:

11 (b) An employer that is required by this code or any regulation adopted pursuant to
12 this code to keep the information required by subdivision (a) shall afford current
13 and former employees the right to inspect or copy records pertaining to their
14 employment, upon reasonable request to the employer.

15 . . .

16 (c) An employer who receives a written or oral request to inspect or copy records
17 pursuant to subdivision (b) pertaining to a current or former employee shall
18 comply with the request as soon as practicable, but no later than 21 calendar days
19 from the date of the request.

20 . . .

21 (f) A failure by an employer to permit a current or former employee to inspect or
22 copy records within the time set forth in subdivision (c) entitles the current or
23 former employee or the Labor Commissioner to recover a seven-hundred-fifty
24 dollar (\$750) penalty from the employer.

25 13. At all times relevant herein, section 432 of the California Labor Code
26 provided that: "If an employee or applicant signs any instrument relating to the obtaining
27 or holding of employment, he shall be given a copy of the instrument upon request." Cal.
28 Lab. Code § 432.

1 14. At all times relevant herein, section 1198.5 of the California Labor Code
2 provided in part:

3 (a) Every current and former employee, or his or her representative, has the right to
4 inspect and receive a copy of the personnel records that the employer maintains
5 relating to the employee's performance or to any grievance concerning the
6 employee.

7 (b) (1) The employer shall make the contents of those personnel records available
8 for inspection to the current or former employee, or his or her representative, at
9 reasonable intervals and at reasonable times, but not later than 30 calendar days
10 from the date the employer receives a written request . . .

11 15. On November 12, 2019 Plaintiff Canas requested his employment records
12 from Defendant pursuant to sections 226(c), 432 and 1198.5. However, Defendant failed
13 to provide complete records within the time period required by statute.

14 16. On information and belief, Plaintiffs contend that Defendant failed to provide
15 Plaintiffs and Aggrieved Employees with payment of the required minimum wage. For
16 instance, Plaintiffs Canas, Mendoza, Rodriguez and Sheehan were required to attend new-
17 hire training sessions during the class period for which they have never received any
18 compensation. Canas, Mendoza, Rodriguez and Sheehan, as well as other Aggrieved
19 Employees were required to attend new-hire training sessions, without pay. At these
20 unpaid sessions, held for the benefit of ABM, the new employees were required, *inter*
21 *alia*, to review the rules set forth in the Employee Handbook, review employer policies
22 dealing with all manner of matters that the employers had to communicate to the new
23 employees, payroll procedures, safety procedures and more. Canas, Mendoza, Rodriguez,
24 Sheehan and Aggrieved Employees performed this work without any compensation at all
25 by Defendant.

26 17. At all relevant times mentioned herein, section 204 of the California Labor
27 Code provided, in relevant part:

28 All wages, other than those mentioned in Section 201, 202, 204.1, or 204.2,

1 earned by any person in any employment are due and payable twice during
2 each calendar month, on days designated in advance by the employer as the
3 regular paydays. Labor performed between the 1st and 15th days, inclusive,
4 of any calendar month shall be paid for between the 16th and the 26th day of
5 the month during which the labor was performed, and labor performed
6 between the 16th and the last day, inclusive, of any calendar month, shall be
7 paid for between the 1st and 10th day of the following month.

8 Cal. Lab. Code § 204.

9 18. Similarly, at all times relevant hereto, the provisions of the Fair Labor
10 Standards Act (“FLSA”), 29 U.S.C. § 201 *et seq.* require the payment of at least
11 minimum wage and overtime for hours worked over forty in a workweek. See 29 U.S.C.
12 §§ 206 and 207.

13 19. Plaintiffs Rodriguez, Sheehan and Aggrieved Employees were prevented
14 from taking proper meal and/or rest breaks as required by law, when assigned as a
15 Supervisor or Lead being required to keep in constant communication with other
16 coworkers via a phone or radio device. In addition, from time to time Rodriguez, Sheehan
17 and other Aggrieved Employees were subjected to tardy, truncated or altogether missed
18 meal breaks, and not provided a second meal break when working in excess of ten hours
19 in a shift.

20 20. At all times relevant hereto, section 226.7 of the California Labor Code
21 provided:

22 (a) No employer shall require any employee to work during any meal or rest
23 period mandated by an applicable order of the Industrial Welfare
24 Commission.

25 (b) If an employer fails to provide an employee a meal period or rest period
26 in accordance with an applicable order of the Industrial Welfare Commission,
27 the employer shall pay the employee one additional hour of pay at the
28 employee's regular rate of compensation for each work day that the meal or

1 rest period is not provided.

2 Cal. Lab. Code § 226.7.

3 21. Here, Plaintiffs Rodriguez and Sheehan and Aggrieved Employees were
4 not provided proper thirty-minute meal breaks when working less than ten-hour
5 workdays. Plaintiffs Rodriguez and Sheehan and other Aggrieved Employees were not
6 provided a second meal break when working more than ten hours in a workday.

7 22. ABM violated sections 226.7 and 512 of the California Labor Code and the
8 relevant IWC Wage Order by failing to provide proper meal or rest periods. Accordingly,
9 Plaintiffs and Class Members are entitled to an additional hour of pay for each workday
10 Plaintiffs were not properly provided proper meal or rest periods. See Cal. Lab. Code §
11 226.7(b).

12 23. Compensation for missed meal periods or rest breaks constitutes wages
13 within the meaning of section 200 *et seq.* of the California Labor Code.

14 24. To date, Defendant has failed to compensate Plaintiffs and Aggrieved
15 Employees for all of their earned wages in accordance with the California Labor Code,
16 relevant IWC Wage Order, and/or the FLSA.

17 25. Plaintiffs Artiga, Canas and Mendoza also contend that Defendant failed to
18 put certain monies in segregated, interest bearing accounts and accordingly unlawfully
19 deducted uniform deposits from their paychecks and the paychecks of other Aggrieved
20 Employees, all in violation of California Labor Code section 221 and otherwise as
21 hereinafter described. In addition to subjecting ABM to damages, ABM's unlawful
22 deductions subject it to civil penalties. See Cal. Lab. Code § 225.5.

23 26. Defendant is liable to Plaintiffs and former employees for continuing wages
24 pursuant to sections 201 through 203 of the Labor Code. Section 201 of the Labor Code
25 states that, "[i]f an employer discharges an employee, the wages earned and unpaid at the
26 time of discharge are due and payable immediately." Cal. Lab. Code § 201(a). Similarly,
27 section 202 of the Labor Code provides that, "[i]f an employee. . . quits his or her
28 employment, his or her wages shall become due and payable not later than 72 hours

1 thereafter, unless the employee has given 72 hours previous notice of his or her intention
2 to quit, in which case the employee is entitled to his or her wages at the time of quitting.”
3 Id. § 202(a). According to section 203 of the Labor Code, “[i]f an employer willfully fails
4 to pay, without abatement or reduction, in accordance with Sections 201[or] 202. . . any
5 wages of an employee who is discharged or who quits, the wages of the employee shall
6 continue as a penalty from the due date thereof at the same rate until paid or until an
7 action therefor is commenced; but the wages shall not continue for more than 30 days.”
8 Id. § 203(a). In addition to subjecting Defendant to damages or penalties, Defendant’s
9 failure to timely pay all outstanding wages upon the termination of employment subjects it
10 to civil penalties. See Cal. Lab. Code § 2698 *et seq.* Defendant did not pay all wages due
11 and owing to Plaintiffs within the statutorily required time period.

12 27. Further, Defendant’s sick pay policy violates sections 233 and 234 of the
13 Labor Code. Section 233 of the California Labor Code states:

14 a) Any employer who provides sick leave for employees shall permit an
15 employee to use in any calendar year the employee’s accrued and available
16 sick leave entitlement, in an amount not less than the sick leave that would be
17 accrued during six months at the employee’s then current rate of entitlement,
18 for the reasons specified in subdivision (a) of Section 246.5. This section
19 does not extend the maximum period of leave to which an employee is
20 entitled under Section 12945.2 of the Government Code or under the federal
21 Family and Medical Leave Act of 1993 (29 U.S.C. Sec. 2601 *et seq.*),
22 regardless of whether the employee receives sick leave compensation during
23 that leave.

24 . . .

25 (c) An employer shall not deny an employee the right to use sick leave or
26 discharge, threaten to discharge, demote, suspend, or in any manner
27 discriminate against an employee for using, or attempting to exercise the
28 right to use, sick leave to attend to an illness or the preventive care of a

1 family member, or for any other reason specified in subdivision (a) of
2 Section 246.5.

3 (d) Any employee aggrieved by a violation of this section shall be entitled to
4 reinstatement and actual damages or one day's pay, whichever is greater, and
5 to appropriate equitable relief.

6 Cal. Lab. Code § 233. Section 234 of the Labor Code states:

7 An employer absence control policy that counts sick leave taken pursuant to
8 Section 233 as an absence that may lead to or result in discipline, discharge,
9 demotion, or suspension is a per se violation of Section 233. An employee
10 working under this policy is entitled to appropriate legal and equitable relief
11 pursuant to Section 233.

12 Cal. Lab. Code § 234. Defendant's sick leave policy, which *inter alia* does not include
13 leave for care of grandchildren or grandparents, as referenced in Code section 245.5, is in
14 violation of sections 233 and 234 of the Labor Code, a violation which gives rise to
15 PAGA civil penalties.

16 28. Plaintiffs and Aggrieved Employees were injured by such actions and are
17 therefore entitled to seek the amounts as set forth in Labor Code section 226 subsections
18 (e)–(f), and penalties pursuant to Cal. Lab. Code § 558. Present section 558.1 of the
19 California Labor Code in part provides:

20 (a) Any employer or other person acting on behalf of an employer, who
21 violates, or causes to be violated, any provision regulating minimum wages
22 or hours and days of work in any order of the Industrial Welfare
23 Commission, or violates, or causes to be violated, Sections 203, 226, 226.7,
24 1193.6, 1194, or 2802, may be held liable as the employer for such violation.
25 (b) For purposes of this section, the term “other person acting on behalf of an
26 employer” is limited to a natural person who is an owner, director, officer, or
27 managing agent of the employer, and the term “managing agent” has the
28 same meaning as in subdivision (b) of Section 3294 of the Civil Code.

1 29. Reserved.

2 30. At all times relevant hereto, sections 510, 1194, and 1198 of the California
3 Labor Code required (1) the payment of at least the minimum wage, (2) the
4 payment of wages equal to one-and-one-half times an employee's regular rate of pay for
5 all hours worked in excess of eight per day or forty per week, and (3) the payment of
6 wages equal to double the employee's regular rate of pay for all hours worked in excess
7 of twelve per day and for all hours worked in excess of eight on the seventh day of work
8 in any one workweek. At all relevant times mentioned herein, California Labor Code
9 section 1194 provided, in relevant part:

10 Notwithstanding any agreement to work for a lesser wage, any employee
11 receiving less than the legal minimum wage or the legal overtime
12 compensation applicable to the employee is entitled to recover in a civil
13 action the unpaid balance of the full amount of this minimum wage or
14 overtime compensation, including interest thereon, reasonable attorney's fees,
15 and costs of suit.

16 Cal. Lab. Code § 1194(a).

17 31. At all relevant times mentioned herein, section 1198 of the California
18 Labor Code provided:

19 The maximum hours of work and the standard conditions of labor fixed by
20 the commission shall be the maximum hours of work and the standard
21 conditions of labor for employees. The employment of any employee for
22 longer hours than those fixed by the order or under conditions of labor
23 prohibited by the order is unlawful.

24 Cal. Lab. Code § 1198. Section 1198 refers to "conditions of labor prohibited by the order
25 [of the IWC]" and therefore incorporates by reference IWC Wage Order Number 16. To
26 date, Plaintiffs Canas, Mendoza, Torres, Rodriguez and Sheehan have not been paid for all
27 of the hours they worked for Defendant. By failing to pay Plaintiffs Canas, Mendoza,
28 Torres, Rodriguez and Sheehan for all of their hours of work, Defendant violated section

1 1198 by employing them “under conditions of labor prohibited by the order.” Cal. Lab.
2 Code § 1198.

3 32. At all relevant times mentioned herein, section 510 of the California Labor
4 Code provided, in relevant part:

5 Eight hours of labor constitutes a day’s work. Any work in excess of eight
6 hours in one workday and any work in excess of 40 hours in any one
7 workweek and the first eight hours worked on the seventh day of work in any
8 one workweek shall be compensated at the rate of no less than one-and-one-
9 half times the regular rate of pay for an employee. Any work in excess of 12
10 hours in one day shall be compensated at the rate of no less than twice the
11 regular rate of pay for an employee. In addition, any work in excess of eight
12 hours on any seventh day of a workweek shall be compensated at the rate of
13 no less than twice the regular rate of pay of an employee. Nothing in this
14 section requires an employer to combine more than one rate of overtime
15 compensation in order to calculate the amount to be paid to an employee for
16 any hour of overtime work. The requirements of this section do not apply to
17 the payment of overtime compensation to an employee working pursuant to
18 any of the following: (1) An alternative workweek schedule adopted
19 pursuant to Section 511. (2) An alternative workweek schedule adopted
20 pursuant to a collective bargaining agreement pursuant to Section 514.

21 Cal. Lab. Code § 510(a).

22 33. At all relevant times mentioned herein, section 1194 of the California Labor
23 Code provided, in relevant part:

24 Notwithstanding any agreement to work for a lesser wage, any employee
25 receiving less than the legal minimum wage or the legal overtime
26 compensation applicable to the employee is entitled to recover in a civil
27 action the unpaid balance of the full amount of this minimum wage or
28 overtime compensation, including interest thereon, reasonable attorney’s

1 fees, and costs of suit.

2 Id. § 1194(a).

3 34. With regard to the employment of Plaintiffs as described above, the
4 provisions of subparagraphs (1) and (2) of section 510 of the California Labor Code were
5 inapplicable in that no alternative workweek schedule had been adopted.

6 35. Reserved.

7 36. Plaintiffs are informed and believe, and based thereon allege, that
8 Defendant's labor practices and all other aspects of its operations, as well as the job duties
9 of Aggrieved Employees, are stringently controlled and monitored pursuant to uniform
10 standards established by Defendant that apply throughout the company and certainly
11 throughout California. Plaintiffs are informed and believe, and based thereon allege, that
12 Defendant requires compliance with detailed standards for completing assigned tasks and
13 running its operations. As a result, Plaintiffs and Defendant's Aggrieved Employees in
14 California have been subject to uniform policies with respect to the violations alleged
15 herein and cause Aggrieved Employees to be similarly situated regardless of location and
16 position.

17 37. Plaintiffs are further informed and believe that Defendant uniformly applies
18 policies and procedures to all Aggrieved Employees with respect to the maintenance of
19 employment records. As a direct and proximate result of the unlawful actions of
20 Defendant, as alleged herein above and below, Plaintiffs and Class Members have
21 suffered and continue to suffer damages.

22 38. Section 2699 of the California Labor Code, the Labor Code Private Attorneys
23 General Act of 2004, provides in subpart (a) and subparts (f) through (g):

24 (a) Notwithstanding any other provision of law, any provision of this code
25 that provides for a civil penalty to be assessed and collected by the Labor and
26 Workforce Development Agency or any of its departments, divisions, boards,
27 agencies or employees, for a violation of this code, may, as an alternative, be
28 recovered through a civil action brought by an aggrieved employee on behalf

1 of himself or herself and other current or former employees.

2

3 (f) For all provisions of this code except those for which a civil penalty is
4 specifically provided, there is established a civil penalty for a violation of
5 these provisions, as follows . . . (2) If, at the time of the alleged violation, the
6 person employs one or more employees, the civil penalty is one hundred
7 dollars (\$100) for each aggrieved employee per pay period for the initial
8 violation and two hundred dollars (\$200) for each aggrieved employee per
9 pay period for each subsequent violation.

10

11 (g) Except as provided in paragraph (2), an aggrieved employee may recover
12 the civil penalty described in subdivision (f) in a civil action pursuant to the
13 procedures specified in Section 2699.3 filed on behalf of himself or herself
14 and other current or former employees against whom one or more of the
15 alleged violations was committed. Any employee who prevails in any action
16 shall be entitled to an award of reasonable attorney's fees and costs. Nothing
17 in this part shall operate to limit an employee's right to pursue or recover
18 other remedies available under state or federal law, either separately or
19 concurrently with an action taken under this part.

20 Cal. Lab. Code § 2699.

21 39. At all times relevant herein, section 226.3 of the California Labor Code
22 provided, in relevant part:

23 Any employer who violates subdivision (a) of Section 226 shall be subject to
24 a civil penalty in the amount of two hundred fifty dollars (\$ 250) per
25 employee per violation in an initial citation and one thousand dollars (\$
26 1,000) per employee for each violation in a subsequent citation, for which
27 the employer fails to provide the employee a wage deduction statement or
28 fails to keep the records required in subdivision (a) of Section 226. The civil

1 penalties provided for in this section are in addition to any other penalty
2 provided by law.

3 Cal. Lab. Code § 226.3.

4 40. At all times relevant herein, section 210 of the California Labor Code
5 provided, in relevant part:

6 (a) In addition to, and entirely independent and apart from, any other penalty
7 provided in this article, every person who fails to pay the wages of each
8 employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 205, 205.5,
9 and 1197.5, shall be subject to a civil penalty as follows:

10 (1) For any initial violation, one hundred dollars (\$100) for each failure to
11 pay each employee.

12 (2) For each subsequent violation, or any willful or intentional violation,
13 two hundred dollars (\$200) for each failure to pay each employee, plus 25
14 percent of the amount unlawfully withheld.

15 Cal. Lab. Code § 210.

16 41. At all times relevant herein, section 558 of the California Labor Code
17 provided, in relevant part:

18 (a) Any employer or other person acting on behalf of an employer who
19 violates, or causes to be violated, a section of this chapter or any provision
20 regulating hours and days of work in any order of the Industrial Welfare
21 Commission shall be subject to a civil penalty as follows:

22 (1) For any initial violation, fifty dollars (\$50) for each underpaid
23 employee for each pay period for which the employee was underpaid in
24 addition to an amount sufficient to recover underpaid wages.

25 (2) For each subsequent violation, one hundred dollars (\$100) for each
26 underpaid employee for each pay period for which the employee was
27 underpaid in addition to an amount sufficient to recover underpaid wages.
28

1 (3) Wages recovered pursuant to this section shall be paid to the affected
2 employee.

3

4 (c) The civil penalties provided for in this section are in addition to any
5 other civil or criminal penalty provided by law.

6 Cal. Lab. Code § 558.

7 42. At all times relevant herein, section 1197.1 of the California Labor Code
8 provided, in relevant part:

9 (a) Any employer or other person acting either individually or as an officer,
10 agent, or employee of another person, who pays or causes to be paid to any
11 employee a wage less than the minimum fixed by an order of the commission
12 shall be subject to a civil penalty as follows:

13 (1) For any initial violation that is intentionally committed, one hundred
14 dollars (\$100) for each underpaid employee for each pay period for which the
15 employee is underpaid.

16 (2) For each subsequent violation for the same specific offense, two
17 hundred fifty dollars (\$250) for each underpaid employee for each pay period
18 for which the employee is underpaid regardless of whether the initial
19 violation is intentionally committed.

20 Cal. Lab. Code § 1197.1.

21 43. The Wage Order also provides for civil penalties with respect to
22 violations of the Wage Order.

23 44. **Unfair Competition.** Through the violations described in this Complaint,
24 Defendant has gained a decided advantage over competitors that abide by California's
25 laws relating to wage statements, timely payment of final wages, and minimum wage and
26 overtime laws. Defendant's unlawful practices constitute unfair competition. Section
27 17200 *et seq.* of the California Business and Professions Code prohibits such unfair
28 competition.

CLASS-ACTION ALLEGATIONS

45. Plaintiffs brings the second through seventh, and ninth causes of action below on a class-wide basis pursuant to Rule 23 of the Federal Rules of Civil Procedure. Rule 23 provides:

(a) Prerequisites. One or more members of a class may sue or be sued as representative parties on behalf of all members only if: (1) the class is so numerous that joinder of all members is impracticable; (2) there are questions of law or fact common to the class; (3) the claims or defenses of the representative parties are typical of the claims or defenses of the class; and (4) the representative parties will fairly and adequately protect the interests of the class.

(b) Types of Class Actions. A class action may be maintained if Rule 23(a) is satisfied and if: . . . (3) the court finds that the questions of law or fact common to class members predominate over any questions affecting only individual members, and that a class action is superior to other available methods for fairly and efficiently adjudicating the controversy.

Fed. R. Civ. P. 23. Pursuant to subdivisions (a) and (b)(3) of Rule 23, Plaintiffs seek to represent all individuals who, at any time since four years prior to the filing of this action to date, were or have been employed by Defendant in the State of California as a non-exempt, hourly worker. (Such persons are referred to hereafter as “Class Members,” and such period is referred to hereafter as the “Class Period”). The “Class Member” definition specifically excludes the approximately 100 ABM “Event Tech” employees who are the subject of the Romero-Abrego v. ABM Industries, Inc., litigation pending in the San Mateo Superior Court, Case No. 20-CIV-04089 (filed Sept. 22, 2020).

47. Defendant, as to Plaintiffs Rodriguez, Sheehan, Canas, Mendoza and to each member of the Orientation Subclass, failed to pay at least minimum wage and/or overtime for all hours worked pursuant to the relevant minimum wage and overtime requirements. Accordingly, Plaintiffs Rodriguez, Sheehan, Canas, Mendoza and each Subclass Member

1 is entitled to payment of his or her unpaid minimum wage, liquidated damages thereon,
2 unpaid overtime, and interest.

3 48. Defendant, as to Plaintiffs and each Wage Statement Subclass Member, also
4 failed to accurately provide the data required by section 226(a) of the California Labor
5 Code and, accordingly, Defendant's failure to provide such data entitles each Plaintiff and
6 each Wage Statement Subclass Member to either actual damages or statutory liquidated
7 damages, whichever is greater. As a Temporary Services Employer within the meaning of
8 Labor Code section 201.3, Defendant is required to show on employee wage statements,
9 "the rate of pay and the total hours worked for each temporary services assignment." Cal.
10 Lab. Code § 226(a)(9). The failure to provide Plaintiffs and each Wage Statement
11 Subclass Member with the required data, caused Plaintiffs and each Subclass Member
12 injury by depriving them of information to which they were legally entitled. Despite the
13 requirements of the statute, it is not possible for the employee "from the wage statement
14 alone" to ascertain "(i) The amount of the gross wages or net wages paid to the employee
15 during the pay period or any of the other information required to be provided on the
16 itemized wage statement pursuant to items (2) to (4), inclusive, (6), and (9) of subdivision
17 (a)." Cal. Lab. Code §226(e)(2)(B).

18 49. Defendant's failure to provide proper meal periods or rest breaks as required
19 by sections 226.7 and 512 of the California Labor Code and the applicable Wage Order
20 entitles Plaintiffs Rodriguez, Sheehan and Class Members to payment of an additional
21 hour of pay at the employee's regular rate of compensation for each work day that a
22 proper meal period was not provided, as well as liquidated statutory damages.

23 50. Defendant failed to provide a compliant sick leave policy pursuant to the
24 California Labor Code, the policy, inter alia, excluding grandparents and grandchildren
25 from the status of family members.

26 51. Defendant's failure to make payments within the time provided by sections
27 201, 201.3, or 202 of the California Labor Code has been and is "willful" within the
28 meaning of section 203 of the California Labor Code and, accordingly, Plaintiffs and each

1 Former Employee Subclass Member who quit or was discharged and was not paid in
2 accordance with the law is entitled to the continuing wages for which provision is made
3 by section 203 of the California Labor Code.

4 52. The Members of the Class and Subclasses are sufficiently numerous in that
5 joinder of all such Members would be impracticable, however not so large as to make the
6 class unmanageable. Further, the disposition of the claims of the Class and Subclasses in
7 a class action will provide substantial benefits to both the parties and the Court.

8 53. Despite the size of the proposed Class, the Class Members are readily
9 ascertainable through an examination of the records that Defendant is required by law to
10 keep. Likewise, the dollar amount owed to each Class Member is readily ascertainable by
11 an examination of those same records.

12 54. The provisions of the California Labor Code upon which Plaintiffs base their
13 claims are broadly remedial in nature. These laws and labor standards serve an important
14 public interest in establishing minimum working conditions and standards in California.
15 These laws and labor standards protect the average working employee from exploitation
16 by employers who may seek to take advantage of superior economic and bargaining
17 power in setting onerous terms and conditions on employment.

18 55. The nature of this action and the laws available to Plaintiffs and Class
19 Members make the class-action format a particularly efficient and appropriate procedure
20 to redress the wrongs alleged herein. Further, this case involves a large corporate
21 defendant and a large number of individual employees with many relatively small claims.
22 If each employee were required to file an individual lawsuit, ABM would necessarily gain
23 an unconscionable advantage because it would be able to exploit and overwhelm the
24 limited resources of each individual plaintiff with its vastly superior legal and financial
25 resources.

26 56. Requiring each Class Member to pursue an individual remedy would also
27 discourage the assertion of lawful claims by employees who would be disinclined to file
28 an action against their former and/or current employer for real and justifiable fear of

1 retaliation and permanent damage to their careers with respect to subsequent employment.

2 57. Moreover, the prosecution of separate actions by individual Class Members
3 would create a substantial risk of inconsistent or varying adjudications with respect to
4 individual Class Members against the Defendant.

5 58. There is a well-defined community of interest in the questions of law and fact
6 involved affecting the parties to be represented. The questions of law and fact common to
7 the Class predominate over questions that may impact individual Class Members. These
8 common questions include but are not limited to, the following:

9 (a) Whether Defendant's practice of deducting uniform deposits from the paychecks
10 of employees and failing to hold those funds in a segregated, interest bearing account with
11 accrued interest paid to terminated employees is unlawful;

12 (b) Whether Defendant failed to pay minimum wage under California Labor Code §
13 1194(a);

14 (c) Reserved.

15 (d) Whether Defendant implemented and engaged in a systematic practice under
16 which it improperly calculated employees' overtime wages;

17 (e) Whether Defendant failed to provide employees with adequate paystubs in
18 accordance with California Labor Code § 226(a);

19 (e) Whether Defendant failed to timely provide quitting or terminated employees
20 their final wages;

21 (f) Whether Defendant failed to provide Lead and Supervisors who were required to
22 have radios operating at all times with proper meal periods and rest breaks;

23 (g) Whether Defendant's conduct constituted an illegal, unfair, or deceptive
24 business practice;

25 (h) Whether Plaintiffs and Class Members are entitled to statutory damages,
26 restitution, and/or penalties.

27 59. Proof of a common business practice or factual pattern that Plaintiffs
28 experienced is representative of that experienced by the Class and will establish the right

1 of each Class Member to recover on the causes of action alleged.

2 60. Such a pattern, practice, and uniform administration of illegal corporate
3 policies with respect to employee compensation, as described herein, creates an
4 entitlement in common for Plaintiffs and Class Members to recover in a civil action the
5 unpaid balance of the full amount of the compensation owing, including interest thereon,
6 reasonable attorney's fees, and costs of suit according to the mandate of the California
7 Labor Code section 218.5.

8 61. Furthermore, Plaintiffs and Class Members are entitled in common to
9 restitution and disgorgement of funds withheld improperly by Defendant ABM.
10 Accordingly, Plaintiffs on behalf of Class Members will seek the creation of a common
11 fund made up of the aforementioned damages.

12 62. Plaintiffs assert claims that are typical of those of the Class Members because
13 they were employed by ABM in California, they were subjected to ABM's uniform
14 policies and procedures, and they were similarly injured as a result of ABM's actions.

15 63. Plaintiffs will fairly and adequately represent and protect the interests of the
16 Class Members in that they have no disabling conflicts of interest that would be
17 antagonistic to other Class Members. Moreover, Plaintiffs seek relief that is not
18 antagonistic or adverse to the Class Members in that the infringement of their rights and
19 the damages that they suffered are typical of all other Class Members. Additionally,
20 Plaintiffs have retained counsel who are competent and experienced in class-action
21 litigation.

22 64. Plaintiffs and Class Members have all similarly suffered irreparable harm and
23 damages as a result of Defendant's unlawful and wrongful conduct. This action will
24 provide substantial benefits to both the Class and the public because, absent this action,
25 Defendant's unlawful conduct will continue un-remedied and uncorrected.

26 **FLSA COLLECTIVE-ACTION ALLEGATIONS**

27 65. In this collective action, Plaintiffs Rodriguez, Sheehan, Canas, and Mendoza
28 seek to represent all individuals employed by Defendant who, at any time during the three

1 years preceding the filing of this Complaint, up to the time of the filing of a motion for
2 certification of a collective action, who participated in an ABM new-hire training
3 session[s] in California (the “Collective Action Members”). Attached hereto as **Exhibit 4**
4 are true and correct copies of the FLSA consent forms for Plaintiffs Artiga, Rodriguez,
5 Sheehan, Canas, Torres, and Mendoza.

6 66. Plaintiffs Rodriguez, Sheehan, Canas and Mendoza are similarly situated
7 with the Collective Action Members in that: (a) Plaintiffs Rodriguez, Sheehan, Canas,
8 Mendoza and the Collective Action Members were employed by Defendant; (b) Plaintiffs
9 Rodriguez, Sheehan, Canas, Mendoza, and the Collective Action Members were not paid
10 their minimum wages for all hours worked; (c) Defendant knowingly and willfully
11 violated provisions of the FLSA by not paying Plaintiffs Rodriguez, Sheehan, Canas, and
12 Mendoza and the Collective Action Members their wages; (d) As a result of the practice
13 of Defendant of withholding compensation for all hours worked, Plaintiffs Rodriguez,
14 Sheehan, Canas and Mendoza, and the Collective Action Members have been similarly
15 damaged in that they have not received timely payment in full of their earned wages.

16 67. This action is maintainable as an “opt-in” collective action pursuant to 29
17 U.S.C. § 216(b) as to claims for liquidated damages, costs and attorneys’ fees under the
18 FLSA. All individuals employed by Defendants who, at any time since three years prior
19 to the filing of this Complaint participated in an ABM New-Hire Training Session in
20 California should be given notice and be allowed to give their consent in writing, i.e., “opt
21 in,” to the collective action pursuant to 29 U.S.C. § 216(b).

22 68. Reserved.

23 69. The Wage Order provides, in part:

24 (C) A reasonable deposit may be required as security for the return of the
25 items furnished by the employer under provisions of subsections (A) and (B)
26 of this section upon issuance of a receipt to the employee for such deposit.
27 Such deposits shall be made pursuant to Section 400 and following of the
28 Labor Code or an employer with the prior written authorization of the

1 employee may deduct from the employee's last check the cost of an item
2 furnished pursuant to (A) and (B) above in the event said item is not returned.
3 No deduction shall be made at any time for normal wear and tear. All items
4 furnished by the employer shall be returned by the employee upon
5 completion of the job.

6 Wage Order, ¶9(C). Defendant ABM's practice of taking uniform deductions from
7 Plaintiffs and members of the Class's paychecks violates California Labor Code § 403,
8 404, and 405. Plaintiffs are informed and believe and based thereon allege that Defendant
9 ABM commingled the earned but unpaid wages of Plaintiffs and the Class with other
10 funds of ABM in violation of Labor Code § 405. ABM failed and refused to pay interest
11 to workers on the return of such deposits.

12 70. Reserved.

13 ***SECOND CLAIM FOR RELIEF***

14 *Failure to Provide Adequate Pay Stubs*

15 *In Violation of California Labor Code § 226*

16 *(Claim by Plaintiffs and the Wage Statement Subclass and against Defendant ABM)*

17 71. Plaintiffs repeat and re-allege the preceding paragraphs as if fully set forth
18 herein.

19 72. The California Labor Code requires employers to furnish each employee with
20 an itemized statement on a semi-monthly basis or with each paycheck showing the gross
21 wages earned, net wages earned, and all applicable deductions. See Cal. Lab. Code
22 § 226(a).

23 73. Defendant failed to timely provide Plaintiffs and Wage Statement Subclass
24 Members with wage statements conforming to the requirements of section 226(a) of the
25 California Labor Code. Despite the requirements of the statute, Defendant did not provide
26 accurate information to Plaintiffs and/or Wage Statement Subclass Members regarding the
27 wage rates, inclusive dates of the pay period and hours worked. It is not possible for
28 Plaintiffs and/or Wage Statement Subclass Members "from the wage statement alone" to

ascertain information required to be provided on the itemized wage statements pursuant to section 226(a). ABM's failure to provide the correct information on these wage statements has caused confusion by making it impossible for Plaintiffs and Wage Statement Subclass Members to determine whether or not they have been paid correctly. In addition, although ABM was a temporary services employer during the time period relevant to this complaint, ABM failed to comply with the requirements of Cal. Lab. Code § 226(a)(9) and provide "the rate of pay and the total hours worked for each temporary services assignment." Cal. Lab. Code § 226(a)(9).

74. Plaintiffs and Wage Statement Subclass Members were injured by Defendant's failure to maintain and provide adequate payroll records, and they are therefore entitled to seek the amounts set forth in Labor Code section 226(e), including reasonable attorney's fees and costs of suit.

THIRD CLAIM FOR RELIEF

Failure to Pay Minimum Wage, Cal. Lab. Code § 1194 (Claim by Plaintiffs Rodriguez, Sheehan, Canas and Mendoza and the Training Subclass against Defendant ABM)

75. Plaintiffs repeat and re-allege the preceding paragraphs as if fully set forth herein.

76. Within the four years before the filing of this action, Defendant employed Plaintiffs Rodriguez, Sheehan, Canas, Mendoza and members of the Training Subclass.

77. Section 1197 of the Labor Code states:

The minimum wage for employees fixed by the commission or by any applicable state or local law, is the minimum wage to be paid to employees, and the payment of a lower wage than the minimum so fixed is unlawful.

This section does not change the applicability of local minimum wage laws to any entity.

Labor Code § 1197.

78. Defendant, by failing to pay Plaintiffs Rodriguez, Sheehan, Canas, Mendoza and Subclass Members, at least the minimum wage and/or overtime compensation for all

1 of their hours worked, as required by and in violation of sections 510, 1194 and 1197 of
2 the California Labor Code.

3 79. Reserved.

4 80. Reserved.

5 81. Plaintiffs and Subclass members are accordingly entitled to the payment of
6 any back wages, liquidated damages, and the payment of liquidated damages, penalties
7 and civil penalties to each employee whose rights were violated for each day that the
8 violation occurred or continued and reasonable attorney's fees and costs.

9 ***FOURTH CLAIM FOR RELIEF***

10 *Failure to Pay Minimum Wage,*

11 *Fair Labor Standards Act, 29 U.S.C. § 216(b))*

12 *(On Behalf of Plaintiffs Rodriguez, Sheehan, Canas, Mendoza and Collective Action*
13 *Members*

14 *Against Defendant)*

15 82. Plaintiffs replead, reallege, and incorporate by reference each and every
16 allegation set forth in the Complaint.

17 83. Defendant intentionally and improperly failed to pay Plaintiffs Rodriguez,
18 Sheehan, Canas, Mendoza and Collective Action Members minimum wage compensation
19 to which they are entitled. The FLSA, 29 U.S.C. § 207 provides, in relevant part:

20 [N]o employer shall employ any of his employees who in any workweek is
21 engaged in commerce or in the production of goods for commerce, or is
22 employed in an enterprise engaged in commerce or in the production of
23 goods for commerce, for a workweek longer than forty hours unless such
24 employee receives compensation for his employment in excess of the hours
25 above specified at a rate not less than one and one-half times the regular rate
26 at which he is employed.

27 29 U.S.C. § 207(a)(1).
28

84. During their employment with Defendant, Plaintiffs Rodriguez, Sheehan, Canas, Mendoza and Collective Action Members were not paid for all of their time worked.

85. Accordingly, Plaintiffs and Collective Action Members request payment of minimum wage according to proof, liquidated damages, attorney's fees, and costs pursuant to 29 U.S.C. § 216(b).

FIFTH CLAIM FOR RELIEF

Continuing Wages, California Labor Code § 203

(Claim by Plaintiffs and the Former Employee Subclass and against Defendant ABM)

86. Plaintiffs repeat and re-allege the preceding paragraphs as if fully set forth herein.

87. Section 203 of the Labor Code states that, “[i]f an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201. . . [or] 202, . . . any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days.” Cal. Lab. Code § 203(a). By failing to pay minimum and overtime wages and vacation wages as alleged above, as well as by unlawfully deducting deposits from the paychecks of Class Members and failing to pay wages for missed meal breaks and/or rest periods, Defendant has willfully failed to pay all wages due and owing to those Class Members who are no longer employed by Defendant.

88. Plaintiffs and Former Employee Subclass Members are therefore entitled to seek the amounts set forth in Labor Code section 203(e).

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1 **SIXTH CLAIM FOR RELIEF**

2 *Failure to Provide Meal Periods, California Labor Code sections 226.7 and 512 and IWC*
3 *Wage Order*

4 *(Claim by Plaintiffs Rodriguez and Sheehan and the Class and against Defendant ABM)*

5 89. Plaintiffs Rodriguez and Sheehan replead, reallege, and incorporate by
6 reference each and every allegation set forth in the Complaint.

7 90. At all times herein relevant, sections 226.7 and 512 of the California Labor
8 Code provided that employees must receive meal periods of not less than thirty minutes if an
9 employee works for a period of more than five hours and a second thirty-minute meal period
10 if an employee works for a period more than ten hours in a workday. Plaintiffs Rodriguez
11 and Sheehan, as a Supervisor and Lead, respectively, and the Meal Break Class of
12 Supervisors and Leads consistently worked more than 4 hour shifts. However, they were
13 required to keep their radios or walkie talkies on their persons, turned on and audible at all
14 times, including during their meal breaks.

15 91. Because Defendant failed to properly provide the proper meal
16 periods, it is liable to Plaintiffs Rodriguez and Sheehan and the Class for one hour of
17 additional pay at the regular rate of compensation for each workday that the proper meal
18 periods were not provided, pursuant to Labor Code section 226.7. Plaintiffs Rodriguez
19 and Sheehan also request relief as described below.

20 **SEVENTH CAUSE OF ACTION**

21 *Failure to Provide A Proper Rest Break Policy in Violation of California Labor*
22 *Code § 226.7 and Wage Order.*

23 *(Claim by Plaintiff Rodriguez and Sheehan and the Class and against Defendant ABM)*

24 92. Plaintiffs Rodriguez and Sheehan reallege and incorporate herein by reference
25 the allegations contained in this Complaint as though fully set forth herein.

26 93. Labor Code Section 226.7 and the relevant Wage Orders require an employer
27 to pay an additional hour of compensation for each rest period the employer fails to provide
28

1 a compliant rest period. Employees are entitled to a rest period of ten minutes for every four
2 hours worked or major fraction thereof.

3 94. Plaintiff Rodriguez and Sheehan, as a Supervisor and Lead, respectively, and
4 the Rest Break Class of Supervisors and Leads consistently worked more than 4 hour shifts.
5 However, they were required to keep their radios or walkie-talkies on their persons, turned
6 on and audible at all times, including during their rest breaks.

7 95. Pursuant to Labor Code section 226.7 and Wage Order 4, 9, or 11, Plaintiff
8 and the Rest Break Class are entitled to damages in an amount equal to one hour of wages
9 per missed rest period, in an amount to be proven at trial.

10 96. Reserved.

11 97. Reserved.

12 98. Reserved.

13 ***NINTH CLAIM FOR RELIEF***

14 *Violation of California Business and Professions Code § 17200 et seq.*

15 *(Claim by Plaintiffs and the Class and against Defendant ABM)*

16 99. Plaintiffs repeat and re-allege the preceding paragraphs as if fully set forth
17 herein.

18 100. California Business and Professions Code section 17200 *et seq.* prohibits acts
19 of unfair competition, including any “unlawful, unfair, or fraudulent business act or
20 practice.” Cal. Bus. & Prof. Code § 17200. Plaintiffs allege that ABM has engaged in
21 unfair business practices in California by the above-described failure to pay minimum and
22 overtime wages to employees, failure to maintain accurate payroll records, failure to
23 provide adequate paystubs, failure to pay final wages and vacation wages to quitting
24 and/or discharged employees and through its unlawful deductions from employee
25 paychecks and failure to keep those funds in a segregated, interest-bearing account, and
26 failure to provide proper meal periods.

27 101. ABM’s actions entitle Plaintiffs and Class Members to seek the remedies
28 available pursuant to section 17200 *et seq.* Plaintiffs seek full restitution of said amounts

1 from ABM, as necessary and according to proof, to restore any and all amounts—
2 including interest—withheld, acquired, or converted by ABM by means of the unfair
3 practices complained of herein. Plaintiffs, on behalf of themselves and other similarly
4 situated employees, as well as on behalf of the general public, further seek attorney’s fees
5 and costs pursuant to sections 218.5 of the California Labor Code and 1021.5 of the
6 California Code of Civil Procedure. In addition, Plaintiffs seek the appointment of a
7 receiver as necessary.

8 ***TENTH CLAIM FOR RELIEF***

9 *Civil Penalties Pursuant to California Labor Code § 2698 et seq.*

10 *(Claim by Plaintiffs Artiga, Rodriguez, Sheehan, Canas and Aggrieved Employees and*
11 *against Defendant ABM)*

12 102. Plaintiffs repeats and re-alleges the preceding paragraphs as if fully set forth
13 herein.

14 103. Plaintiffs are “aggrieved employees” under PAGA, as they were employed
15 by Defendant during the applicable statutory period and suffered one or more of the Labor
16 Code Violation set forth herein. Accordingly, Plaintiffs Artiga, Rodriguez, Sheehan, and
17 Canas seek to recover on behalf of themselves, the California Labor and Workforce
18 Development Agency (“LWDA”) and all other current and former Aggrieved Employees
19 of Defendant, the civil penalties for which provision is made by PAGA, as well as
20 reasonable attorney’s fees and costs.

21 104. Pursuant to section 2699.3(a)(1) of the Labor Code, on or about August 28,
22 2018, Plaintiff Artiga gave written notice by online filing to the LWDA of the specific
23 provisions of the Labor Code and Los Angeles Minimum Wage Ordinance alleged to have
24 been violated, including the theories set forth in this complaint. Also on that day, Plaintiff
25 Artiga gave written notice by certified mail to Defendant of the specific provisions of the
26 Labor Code and Minimum Wage Ordinances alleged to have been violated by Defendant.
27 Pursuant to section 2699.3(a)(1) of the Labor Code, on or about October 12, 2019,
28 Plaintiffs Rodriguez and Sheehan gave written notice by online filing to the LWDA of the

1 specific provisions of the Labor Code and Minimum Wage Ordinances alleged to have
2 been violated, including the theories set forth in this complaint. Also on that day,
3 Plaintiffs Rodriguez and Sheehan gave written notice by certified mail to Defendant of the
4 specific provisions of the Labor Code and Minimum Wage Ordinances alleged to have
5 been violated by Defendant. On or about May 13, 2020, Plaintiff Canas provided
6 statutory notice by online filing to the LWDA, and to Defendant via certified mail of the
7 specific provisions of the Labor Code and IWC Wage Order alleged to have been violated,
8 including the facts and theories set forth in this complaint.

9 105. Under PAGA, “[t]he agency shall notify the employer and the aggrieved
10 employee or representative by certified mail that it does not intend to investigate the
11 alleged violation within 60 calendar days of the postmark date of the notice received
12 pursuant to paragraph (1). Upon receipt of that notice or if no notice is provided within 65
13 calendar days of the postmark date of the notice given pursuant to paragraph (1), the
14 aggrieved employee may commence a civil action pursuant to Section 2699.” Cal. Lab.
15 Code § 2699.3(a)(2)(A). More than 65 calendar days have passed since PAGA notice was
16 sent by Plaintiffs Artiga, Rodriguez, Sheehan and Canas, and Plaintiffs therefore may
17 commence a civil action pursuant to Section 2699.

18 106. Plaintiffs seek to recover the PAGA civil penalties through a representative
19 action permitted by PAGA and the California Supreme Court in Arias v. Superior Court,
20 46 Cal. 4th 969 (2009). Therefore, class certification of the PAGA claims is not required.

21 107. Plaintiffs seek civil penalties pursuant to PAGA for violations of the
22 following Labor Code provisions: sections 201, 202, 203, 204, 226, 226.7, 403, 404, 405,
23 406, 432, 510, 512, 1198.5 and 1194.

24 108. Plaintiffs also specifically seeks civil penalties pursuant to PAGA for
25 violations of California Labor Code section 221. Said section prohibits Defendant ABM
26 from collecting any part of wages paid by the employer to the employee. Notwithstanding
27 the requirements of Labor Code § 221, Defendant ABM deducted amounts from Plaintiffs
28 and Aggrieved Employees for the maintenance of their uniforms. Plaintiffs are informed

1 and believe, and thereon allege that the deductions made by Defendant ABM are an
2 unlawful attempt at passing on business loses and/or expenses to employees and
3 constitutes an unlawful collection of wages previously paid in violation of Labor Code §
4 221. Plaintiffs and Aggrieved Employees are entitled to the recovery of all improper
5 deductions and civil penalties pursuant to Labor Code § 225.5.

6 ***PRAYER FOR RELIEF***

7 **WHEREFORE**, Plaintiffs pray for judgment as follows:

- 8 1. That the Court certify the class and subclasses described in this Complaint.
- 9 2. Reserved.
- 10 3. With respect to the second claim for relief, that the Court enter judgment in
11 favor of Plaintiffs and the Wage Statement Subclass for pay-stub damages, reasonable
12 attorney's fees, and costs of suit, all according to proof, against Defendant ABM .
- 13 4. With respect to the third claim for relief, that the Court enter judgment in
14 favor of Plaintiffs Rodriguez, Sheehan, Canas, Mendoza and the Training Subclass for
15 back wages and penalties to each employee whose rights were violated for each day that
16 the violation occurred or continued, civil penalties, attorney's fees and costs, all according
17 to proof, against Defendant ABM.
- 18 5. With respect to the fourth claim for relief, Plaintiffs Rodriguez, Sheehan,
19 Canas, Mendoza and Collective Action Members be awarded their unpaid minimum wage
20 compensation, liquidated damages, and attorneys' fees and costs, according to proof,
21 pursuant to 29 U.S.C. § 216(b), against Defendant ABM.
- 22 6. With respect to the fifth claim for relief, that this Court enter judgment in
23 favor of Plaintiffs and the 203 Subclass for payment of their continuing wages pursuant to
24 California Labor Code section 203.
- 25 7. With respect to the sixth claim for relief, Plaintiffs Rodriguez and Sheehan
26 and the Meal Break Class be awarded an additional hour of pay for each workday for
27 which they acted as either a Lead or Supervisor and a proper meal period was not, due to
28 the requirement that the phone be responded to at all times, properly provided, or during

1 which they experienced truncated or tardy meal breaks or failed to be provided a second
2 meal break after ten hours of work, reasonable attorneys' fees, and costs of suit, each
3 according to proof, pursuant to California Labor Code section 226.7, against Defendant
4 ABM.

5 8. With respect to the seventh claim for relief, Plaintiffs Rodriguez and Sheehan
6 and the Rest Break Class be awarded an additional hour of pay for each workday for
7 which they acted as either a Lead or Supervisor and a proper rest period was not, due to
8 the requirement that the phone or walkie-talkie be responded to at all times, properly
9 provided, reasonable attorneys' fees, and costs of suit, each according to proof, pursuant
10 to California Labor Code section 226.7, against Defendant ABM.

11 9. Reserved.

12 10. With respect to the ninth claim for relief, that it be adjudged that ABM's
13 violations of the California Labor Code, the FLSA and Minimum Wage Ordinances
14 constitute violations of section 17200 *et seq.* of the California Business and Professions
15 Code. Accordingly, Plaintiffs request that the Court order Defendant to pay restitution to
16 Members of the Class in the form of the compensation retained by ABM for the period of
17 time from four years prior to the filing of the original Complaint to date. Plaintiffs request
18 that the Court award Plaintiffs their reasonable attorney's fees and costs incurred in the
19 prosecution of this claim for relief, against Defendant ABM.

20 11. With respect to the tenth claim for relief, that the Court enter judgment in
21 favor of Plaintiffs Artiga, Sheehan, Rodriguez, Canas and other aggrieved former and
22 current employees their civil penalties, attorney's fees, and costs of suit, all according to
23 proof, pursuant to section 2699 of the Labor Code, against Defendant ABM.

24 //

25 //

26 //

27 //

28 //

1 12. For such further relief as the Court may order, including reasonable
2 attorney's fees, costs of suit, and interest pursuant to sections 218.5 and 218.6 of the
3 California Labor Code, as well as section 1021.5 of the California Code of Civil
4 Procedure.

5
6 DATED: October 18, 2021

HARRIS & RUBLE

7
8 /s/ Alan Harris

Alan Harris

Attorneys for Plaintiffs

10
11 **REQUEST FOR JURY TRIAL**

12 Plaintiffs request a trial by jury as to all claims for relief.

13
14 DATED: October 18, 2021

HARRIS & RUBLE

15 /s/ Alan Harris

Alan Harris

Attorneys for Plaintiffs

INDEX TO EXHIBITS

Exhibit 1 – Plaintiff Artiga Wage Statements

Exhibit 2 – Plaintiff Rodriguez Wage Statements

Exhibit 3 – Plaintiff Sheehan Wage Statements

Exhibit 4 – FLSA Consent Forms for Plaintiffs

Exhibit 1

ABM Industry Groups, LLC

14141 Southwest Frwy, Suite 425

Sugar Land, TX 77478

Tel: 713-776-5100

ISABEL ARTIGA	Company	00305	Begin Date	07/01/18	Check #	21200141	Vacation Bal	
EE # 7015274	Bus Unit	22424203	End Date	07/15/18	Check Date	07/13/18	Sick Bal	14.80
SSN XXX-XX-XXXX	Gross Wages	540.00	Taxable YTD	17,319.61	Net Pay	489.29	BIN	07243124
EARNINGS				DEDUCTIONS				
Pay Description	Hours	Rate	Amount	YTD Amount	Description	Current	YTD	
REGULAR	32.00	13.50	432.00	12,286.29	Federal Income Tax	4.00	1,028.44	
PPD ADJ R				806.40	Federal FICA Withheld	33.48	1,073.82	
PPD ADJ D				392.00	Federal Medicare Withheld	7.83	251.13	
OVERTIME				470.30	CALIFORNIA WH		145.17	
HOLIDAY P	8.00	13.50	108.00	108.00	CALIFORNIA SDI EE	5.40	173.20	
HOL NOT W				343.00	Union Dues		180.00	
MEAL BR P				12.25	DUES ARREARS		24.50	
SICK PAY				392.00	EMP DEP \$		-250.00	
VAC ACC (				1,039.37				
VAC ACC-S				1,470.00				
	40.00		540.00			50.71	2,626.26	

DETACH BEFORE DEPOSITING

SECURITY ALERT: PAPER CONTAINS CHAIN LINK WATERMARK - HOLD TO LIGHT TO VERIFY WATERMARK • SEE REVERSE SIDE FOR LIST OF SECURITY FEATURES

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Sugar Land, TX 77478
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ACCEPT WITHOUT NOTING WATERMARK.
HOLD TO LIGHT TO
VERIFY WATERMARK.

Payable at your local Bank of America
or at 850 N. Broadway
Los Angeles CA

70-2328/719 IL

CHECK NO. 21200141

DATE 7/13/2018

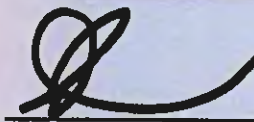
VOID AFTER 180 DAYS

*****\$489.29

Four hundred eighty nine and 29/100 Dollars

TO
THE
ORDER
OF

ISABEL ARTIGA



COUNTER SIGNATURE REQUIRED
IF AMOUNT IN EXCESS OF \$10,000.00

⑈ 21200141⑈ ⑆071923284⑆ 8765917625⑈

00305 22424203 00305- 22424203-8385-22424203

ABM Industry Groups, LLC
14141 Southwest Frwy, Suite 425
Sugar Land, TX 77478
Tel: 713-776-5100

ISABEL ARTIGA

STLMT - 085

EXHIBIT A

Tel: 713-776-5100

DETACH BEFORE DEPOSITING

COUNTER SIGNATURE REQUIRED
IF AMOUNT IN EXCESS OF \$10,000.00

ISABEL ARTIGA

ARM-638-BI (Rev 7-15)

ABM Industry Groups, LLC

14141 Southwest Frwy, Suite 425

Sugar Land, TX 77478

Tel: 713-776-5100

ISABEL ARTIGA		Company	00305	Begin Date	07/01/18	Check #	21200142	Vacation Bal	
EE #	7015274	Bus Unit	22424203	End Date	07/15/18	Check Date	07/13/18	Sick Bal	17.37
SSN	XXX-XX-XXXX	Gross Wages	1,039.37	Taxable YTD	17,319.61	Net Pay	886.79	BIN	07243124
EARNINGS					DEDUCTIONS				
Pay Description	Hours	Rate	Amount	YTD Amount	Description	Current	YTD		
REGULAR				12,286.29	Federal Income Tax	56.79	1,028.44		
PPD ADJ R				806.40	Federal FICA Withheld	64.45	1,073.82		
PPD ADJ D				392.00	Federal Medicare Withheld	15.07	251.13		
OVERTIME				470.30	CALIFORNIA WH	5.88	145.17		
HOLIDAY P				108.00	CALIFORNIA SDI EE	10.39	173.20		
HOL NOT W				343.00	Union Dues		210.00		
MEAL BR P				12.25	DUES ARREARS		36.75		
SICK PAY				392.00	EMP DEP \$		-250.00		
VAC ACC (	76.99	13.50	1,039.37	1,039.37					
VAC ACC-S				1,470.00					
	76.99		1,039.37			152.58	2,668.51		

DETACH BEFORE DEPOSITING

SECURITY ALERT: PAPER CONTAINS CHAIN LINK WATERMARK - HOLD TO LIGHT TO VERIFY WATERMARK - SEE REVERSE SIDE FOR LIST OF SECURITY FEATURES

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14141 Southwest Frwy, Suite 425
Sugar Land, TX 77478
Tel: 713-776-5100

THIS IS WATERMARKED PAPER. DO NOT
ACCEPT WITHOUT NOTING WATERMARK.
HOLD TO LIGHT TO
VERIFY WATERMARK.

Payable at your local Bank of America
or at 850 N. Broadway
Los Angeles CA

70-2328/719 IL

CHECK NO. 21200142

DATE 7/13/2018

VOID AFTER 180 DAYS

*****\$886.79

Eight hundred eighty six and 79/100 Dollars

TO
THE
ORDER
OF

ISABEL ARTIGA



COUNTER SIGNATURE REQUIRED
IF AMOUNT IN EXCESS OF \$10,000.00

⑈ 21200142 ⑈ ⑈ 071923284⑈ 8765917625⑈

00305 22424203 00305- 22424203-8385-22424203

ABM Industry Groups, LLC
14141 Southwest Frwy, Suite 425
Sugar Land, TX 77478
Tel: 713-776-5100

ISABEL ARTIGA

STLMT - 087

EXHIBIT A

ABM Industry Groups, LLC

14141 Southwest Frwy, Suite 425

Sugar Land, TX 77478

Tel: 713-776-5100

ISABEL ARTIGA

EE # 7015274

SSN XXX-XX-XXXX

Company

00305

Bus Unit

22424203

Gross Wages

606.31

Begin Date

07/01/18

End Date

07/15/18

Taxable YTD

17,925.92

Check #

329203

Check Date

07/20/18

Net Pay

500.98

Vacation Bal

16.97

Sick Bal

07243124

EARNINGS					DEDUCTIONS		
Pay Description	Hours	Rate	Amount	YTD Amount	Description	Current	YTD
REGULAR	40.00	12.60	504.00	12,790.29	Federal Income Tax	10.83	1,038.07
PPD ADJ R				806.40	Federal FICA Withheld	37.58	1,111.41
PPD ADJ D				392.00	Federal Medicare Withheld	8.80	259.93
OVERTIME	0.08	18.90	1.51	471.81	CALIFORNIA WH		145.17
HOLIDAY P	8.00	12.60	100.80	206.80	CALIFORNIA SDI EE	6.06	179.28
HOL NOT W				343.00	Union Dues	30.00	210.00
MEAL BR P				12.25	DUES ARREARS	12.25	36.75
SICK PAY				392.00	EMP DEP \$		-250.00
VAC ACC (				1,039.37			
VAC ACC-S				1,470.00			
Total	48.08		606.31			105.33	2,731.59

DETACH BEFORE DEPOSITING

Bank No.	Name of Bank / Saving & Loan	Account Number	Amount

DEPOSITED FOR:

ISABEL ARTIGA

ABM Industry Groups, LLC
14141 Southwest Frwy, Suite 425
Sugar Land, TX 77478
Tel: 713-776-5100

STLMT - 088

NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE

Exhibit 2



GABRIEL RODRIGUEZ

ABM INDUSTRY GROUPS, LLC
• 14141 SOUTHWEST FRWY, SUITE 425 •
SUGARLAND, TX 77478
(323) 234-2001
BIN: 07243124

Statement of Earnings and Deductions

Name	SSN	Employee ID	Company	Bus Unit
GABRIEL RODRIGUEZ	XXX-XX-XXXX	11003707	00451	32327747
Check Number	Pay Period Start	Pay Period End	Check Date	Net Pay
332400	7/16/2019	7/31/2019	8/7/2019	1,029.22

Earnings

Description	Hours	Rate	Current Amount	YTD Amount
REGULAR	88.00	12.50000	1,100.00	10,215.28
RETRO PAY				57.20
RETRO OT				0.56
PPD ADJ R				29.99
OVERTIME	10.47	18.75000	196.32	292.54
HOL NOT W				222.00
MEAL BR P				25.00
SICK PAY				100.00
Total:	98.47		1,296.32	
Taxable YTD:				10,942.57

Deductions

Description	Current Amount	YTD Amount
Federal Income Tax	128.48	891.60
Federal FICA Withheld	80.37	678.44
Federal Medicare Withheld	18.80	158.67
CALIFORNIA WH	26.49	106.42
CALIFORNIA SDI EE	12.96	109.43
EMPL RECV		-573.26
Total:	267.10	1,371.30

Accruals

Description	Taken	Available
SICK BAL	8.00	29.54

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GABRIEL RODRIGUEZ

ABM INDUSTRY GROUPS, LLC
· 14141 SOUTHWEST FRWY, SUITE 425 ·
SUGARLAND, TX 77478
(323) 234-2001
BIN: 07243124

Statement of Earnings and Deductions

Name	SSN	Employee ID	Company	Bus Unit
GABRIEL RODRIGUEZ	XXX-XX-■■■■	11003707	00451	32327747
Check Number	Pay Period Start	Pay Period End	Check Date	Net Pay
329483	7/1/2019	7/15/2019	7/22/2019	1,223.07

Earnings

Description	Hours	Rate	Current Amount	YTD Amount
REGULAR	83.98	16.00000	1,343.68	9,115.28
RETRO PAY				57.20
RETRO OT				0.56
PPD ADJ R				29.99
OVERTIME	3.52	24.00000	84.48	96.22
HOL NOT W	8.00	16.00000	128.00	222.00
MEAL BR P				25.00
SICK PAY				100.00
Total:	95.50		1,556.16	
Taxable YTD:				9,646.25

Deductions

Description	Current Amount	YTD Amount
Federal Income Tax	159.66	763.12
Federal FICA Withheld	96.48	598.07
Federal Medicare Withheld	22.56	139.87
CALIFORNIA WH	38.82	79.93
CALIFORNIA SDI EE	15.57	96.47
EMPL RECV		-573.26
Total:	333.09	1,104.20

Accruals

Description	Taken	Available
SICK BAL	8.00	26.60

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· 14141 SOUTHWEST FRWY, SUITE 425 ·
SUGARLAND, TX 77478
(323) 234-2001
BIN: 07243124

Statement of Earnings and Deductions

Name	SSN	Employee ID	Company	Bus Unit
GABRIEL RODRIGUEZ	XXX-XX-████	11003707	00451	32327747
Check Number	Pay Period Start	Pay Period End	Check Date	Net Pay
326630	6/16/2019	6/30/2019	7/5/2019	310.63

Earnings

Description	Hours	Rate	Current Amount	YTD Amount
REGULAR	28.99	12.50000	362.38	7,771.60
RETRO PAY				57.20
RETRO OT				0.56
PPD ADJ R				29.99
OVERTIME				11.74
HOL NOT W				94.00
MEAL BR P				25.00
SICK PAY				100.00
Total:	28.99		362.38	
Taxable YTD:				8,090.09

Deductions

Description	Current Amount	YTD Amount
Federal Income Tax	20.40	603.46
Federal FICA Withheld	22.47	501.59
Federal Medicare Withheld	5.26	117.31
CALIFORNIA WH		41.11
CALIFORNIA SDI EE	3.62	80.90
EMPL RECV		-573.26
Total:	51.75	771.11

Accruals

Description	Taken	Available
SICK BAL	8.00	23.53

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ABM INDUSTRY GROUPS, LLC
• 14141 SOUTHWEST FRWY, SUITE 425 •
SUGARLAND, TX 77478
(323) 234-2001
BIN: 07243124

Statement of Earnings and Deductions

Name	SSN	Employee ID	Company	Bus Unit
GABRIEL RODRIGUEZ	XXX-XX-████	11003707	00451	32327747
Check Number	Pay Period Start	Pay Period End	Check Date	Net Pay
54233	6/1/2019	6/15/2019	6/14/2019	91.35

Earnings

Description	Hours	Rate	Current Amount	YTD Amount
REGULAR				6,809.22
RETRO PAY				57.20
RETRO OT				0.56
PPD ADJ R				29.99
OVERTIME				11.74
HOL NOT W				94.00
MEAL BR P				25.00
SICK PAY	8.00	12.50000	100.00	100.00
Total:	8.00		100.00	
Taxable YTD:				7,127.71

Deductions

Description	Current Amount	YTD Amount
Federal Income Tax		538.14
Federal FICA Withheld	6.20	441.92
Federal Medicare Withheld	1.45	103.35
CALIFORNIA WH		41.11
CALIFORNIA SDI EE	1.00	71.28
EMPL RECV		-573.26
Total:	8.65	622.54

Accruals

Description	Taken	Available
SICK BAL	8.00	20.96

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GABRIEL RODRIGUEZ

ABM INDUSTRY GROUPS, LLC
· 14141 SOUTHWEST FRWY, SUITE 425 ·
SUGARLAND, TX 77478
(323) 234-2001
BIN: 07243124

Statement of Earnings and Deductions

Name	SSN	Employee ID	Company	Bus Unit
GABRIEL RODRIGUEZ	XXX-XX-████	11003707	00451	32327747
Check Number	Pay Period Start	Pay Period End	Check Date	Net Pay
320770	5/16/2019	5/31/2019	6/7/2019	483.79

Earnings

Description	Hours	Rate	Current Amount	YTD Amount
REGULAR	46.03	12.50000	575.38	6,809.22
RETRO PAY				57.20
RETRO OT				0.56
PPD ADJ R				29.99
OVERTIME	0.01	18.75000	0.19	11.74
HOL NOT W				94.00
MEAL BR P				25.00
Total:	46.04		575.57	
Taxable YTD:				7,027.71

Deductions

Description	Current Amount	YTD Amount
Federal Income Tax	41.99	538.14
Federal FICA Withheld	35.69	435.72
Federal Medicare Withheld	8.34	101.90
CALIFORNIA WH		41.11
CALIFORNIA SDI EE	5.76	70.28
EMPL RECV		-573.26
Total:	91.78	613.89

Accruals

Description	Taken	Available
SICK BAL		28.69

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GABRIEL RODRIGUEZ

ABM INDUSTRY GROUPS, LLC
• 14141 SOUTHWEST FRWY, SUITE 425 •
SUGARLAND, TX 77478
(323) 234-2001
BIN: 07243124

Statement of Earnings and Deductions

Name	SSN	Employee ID	Company	Bus Unit
GABRIEL RODRIGUEZ	XXX-XX-████	11003707	00451	32327747
Check Number	Pay Period Start	Pay Period End	Check Date	Net Pay
317814	5/1/2019	5/15/2019	5/22/2019	422.73

Earnings

Description	Hours	Rate	Current Amount	YTD Amount
REGULAR	39.97	12.50000	499.63	6,233.84
RETRO PAY				57.20
RETRO OT				0.56
PPD ADJ R				29.99
OVERTIME	0.03	18.75000	0.56	11.55
HOL NOT W				94.00
MEAL BR P				25.00
Total:	40.00		500.19	
Taxable YTD:				6,452.14

Deductions

Description	Current Amount	YTD Amount
Federal Income Tax	34.19	496.15
Federal FICA Withheld	31.01	400.03
Federal Medicare Withheld	7.26	93.56
CALIFORNIA WH		41.11
CALIFORNIA SDI EE	5.00	64.52
EMPL RECV		-573.26
Total:	77.46	522.11

Accruals

Description	Taken	Available
SICK BAL		27.15

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GABRIEL RODRIGUEZ

ABM INDUSTRY GROUPS, LLC
· 14141 SOUTHWEST FRWY, SUITE 425 ·
SUGARLAND, TX 77478
(323) 234-2001
BIN: 07243124

Statement of Earnings and Deductions

Name	SSN	Employee ID	Company	Bus Unit
GABRIEL RODRIGUEZ	XXX-XX-████	11003707	00451	32327747
Check Number	Pay Period Start	Pay Period End	Check Date	Net Pay
314886	4/16/2019	4/30/2019	5/7/2019	503.00

Earnings

Description	Hours	Rate	Current Amount	YTD Amount
REGULAR	47.98	12.50000	599.75	5,734.21
RETRO PAY				57.20
RETRO OT				0.56
PPD ADJ R				29.99
OVERTIME				10.99
HOL NOT W				94.00
MEAL BR P				25.00
Total:	47.98		599.75	
Taxable YTD:				5,951.95

Deductions

Description	Current Amount	YTD Amount
Federal Income Tax	44.89	461.96
Federal FICA Withheld	37.18	369.02
Federal Medicare Withheld	8.68	86.30
CALIFORNIA WH		41.11
CALIFORNIA SDI EE	6.00	59.52
EMPL RECV		-573.26
Total:	96.75	444.65

Accruals

Description	Taken	Available
SICK BAL		25.82

View your pay stub on-line anytime at www.doculivery.com/ABM
You will need to provide your login ID and your password.

See www.abm.com/careers for current PROMOTIONAL OPPORTUNITIES AND JOB OPENINGS



GABRIEL RODRIGUEZ

ABM INDUSTRY GROUPS, LLC
· 14141 SOUTHWEST FRWY, SUITE 425 ·
SUGARLAND, TX 77478
(323) 234-2001
BIN: 07243124

Statement of Earnings and Deductions

Name	SSN	Employee ID	Company	Bus Unit
GABRIEL RODRIGUEZ	XXX-XX-■■■■	11003707	00451	32327747
Check Number	Pay Period Start	Pay Period End	Check Date	Net Pay
11480	4/1/2019	4/15/2019	4/26/2019	-2,019.17

Earnings

Description	Hours	Rate	Current Amount	YTD Amount
REGULAR				5,134.46
RETRO PAY	8.00	0.25000	2.00	2,877.78
RETRO PAY	-55.96	0.50000	-27.98	-27.98
RETRO PAY	-38.96	0.75000	-29.22	-29.22
RETRO PAY	-221.07	12.50000	-2,763.38	-2,763.38
RETRO OT	-0.50	1.12500	-0.56	1.31
RETRO OT	-0.04	18.75000	-0.75	-0.75
PPD ADJ R				29.99
OVERTIME				10.99
HOL NOT W				94.00
MEAL BR P				25.00
Total:	-308.53		-2,819.89	
Taxable YTD:				

Deductions

Description	Current Amount	YTD Amount
Federal Income Tax	-412.98	417.07
Federal FICA Withheld	-174.83	331.84
Federal Medicare Withheld	-40.88	77.62
CALIFORNIA WH	-143.83	41.11
CALIFORNIA SDI EE	-28.20	53.52
EMPL RECV		-573.26
Total:	-800.72	347.90

Accruals

Description	Taken	Available
SICK BAL		24.22

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GABRIEL RODRIGUEZ

ABM INDUSTRY GROUPS, LLC
• 14141 SOUTHWEST FRWY, SUITE 425 •
SUGARLAND, TX 77478
(323) 234-2001
BIN: 07243124

Statement of Earnings and Deductions

Name	SSN	Employee ID	Company	Bus Unit
GABRIEL RODRIGUEZ	XXX-XX-████	11003707	00451	32327747
Check Number	Pay Period Start	Pay Period End	Check Date	Net Pay
312009	4/1/2019	4/15/2019	4/22/2019	442.91

Earnings

Description	Hours	Rate	Current Amount	YTD Amount
REGULAR	42.00	12.50000	525.00	5,134.46
RETRO PAY				2,820.58
RETRO OT				1.31
PPD ADJ R				29.99
OVERTIME				10.99
HOL NOT W				94.00
MEAL BR P				25.00
Total:	42.00		525.00	
Taxable YTD:				8,116.33

Deductions

Description	Current Amount	YTD Amount
Federal Income Tax	36.67	830.05
Federal FICA Withheld	32.55	503.21
Federal Medicare Withheld	7.62	117.69
CALIFORNIA WH		184.94
CALIFORNIA SDI EE	5.25	81.16
EMPL RECV		-573.26
Total:	82.09	1,143.79

Accruals

Description	Taken	Available
SICK BAL		24.22

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SUGARLAND, TX 77478
(323) 234-2001
BIN: 07243124

Statement of Earnings and Deductions

Name	SSN	Employee ID	Company	Bus Unit
GABRIEL RODRIGUEZ	XXX-XX-████	11003707	00451	32327747
Check Number	Pay Period Start	Pay Period End	Check Date	Net Pay
52506	4/1/2019	4/15/2019	4/22/2019	50.93

Earnings

Description	Hours	Rate	Current Amount	YTD Amount
REGULAR				5,134.46
RETRO PAY	-8.00	0.25000	-2.00	2,818.58
RETRO PAY	55.96	0.50000	27.98	27.98
RETRO PAY	38.96	0.75000	29.22	29.22
RETRO OT	0.50	1.12500	0.56	1.87
PPD ADJ R				29.99
OVERTIME				10.99
HOL NOT W				94.00
MEAL BR P				25.00
Total:	87.42		55.76	
Taxable YTD:				8,172.09

Deductions

Description	Current Amount	YTD Amount
Federal Income Tax		830.05
Federal FICA Withheld	3.46	506.67
Federal Medicare Withheld	0.81	118.50
CALIFORNIA WH		184.94
CALIFORNIA SDI EE	0.56	81.72
EMPL RECV		-573.26
Total:	4.83	1,148.62

Accruals

Description	Taken	Available
SICK BAL		24.22

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 14141 SOUTHWEST FRWY, SUITE 425
 SUGARLAND, TX 77478
 (323) 234-2001
 BIN: 07243124

Statement of Earnings and Deductions

Name	SSN	Employee ID	Company	Bus Unit
GABRIEL RODRIGUEZ	XXX-XX-██	11003707	00451	32327747
Check Number	Pay Period Start	Pay Period End	Check Date	Net Pay
11480	4/1/2019	4/15/2019	4/8/2019	2,019.17

Earnings

Description	Hours	Rate	Current Amount	YTD Amount
REGULAR				4,609.46
RETRO PAY	-8.00	0.25000	-2.00	
RETRO PAY	55.96	0.50000	27.98	27.98
RETRO PAY	38.96	0.75000	29.22	29.22
RETRO PAY	221.07	12.50000	2,763.38	2,763.38
RETRO OT	0.50	1.12500	0.56	0.56
RETRO OT	0.04	18.75000	0.75	0.75
PPD ADJ R				29.99
OVERTIME				10.99
HOL NOT W				94.00
MEAL BR P				25.00
Total:	308.53		2,819.89	7,591.33
Taxable YTD:				7,591.33

Deductions

Description	Current Amount	YTD Amount
Federal Income Tax	412.98	793.38
Federal FICA Withheld	174.83	470.66
Federal Medicare Withheld	40.88	110.07
CALIFORNIA WH	143.83	184.94
CALIFORNIA SDI EE	28.20	75.91
EMPL RECV		-573.26
Total:	800.72	1,061.70

Accruals

Description	Taken	Available
SICK BAL		22.82

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SUGARLAND, TX 77478
(323) 234-2001
BIN: 07243124

Statement of Earnings and Deductions

Name	SSN	Employee ID	Company	Bus Unit
GABRIEL RODRIGUEZ	XXX-XX-████	11003707	00451	32327747
Check Number	Pay Period Start	Pay Period End	Check Date	Net Pay
309102	3/16/2019	3/31/2019	4/5/2019	572.97

Earnings

Description	Hours	Rate	Current Amount	YTD Amount
REGULAR	53.75	12.50000	671.88	4,609.46
RETRO PAY				2.00
PPD ADJ R				29.99
OVERTIME	0.02	18.75000	0.38	10.99
HOL NOT W				94.00
MEAL BR P	2.00	12.50000	25.00	25.00
Total:	55.77		697.26	
Taxable YTD:				4,771.44

Deductions

Description	Current Amount	YTD Amount
Federal Income Tax	56.59	380.40
Federal FICA Withheld	43.23	295.83
Federal Medicare Withheld	10.11	69.19
CALIFORNIA WH	7.39	41.11
CALIFORNIA SDI EE	6.97	47.71
EMPL RECV		-573.26
Total:	124.29	260.98

Accruals

Description	Taken	Available
SICK BAL		22.82

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SUGARLAND, TX 77478
(323) 234-2001
BIN: 07243124

Statement of Earnings and Deductions

Name	SSN	Employee ID	Company	Bus Unit
GABRIEL RODRIGUEZ	XXX-XX-XXXX	11003707	00451	32327747
Check Number	Pay Period Start	Pay Period End	Check Date	Net Pay
51709	3/16/2019	3/31/2019	3/25/2019	27.39

Earnings

Description	Hours	Rate	Current Amount	YTD Amount
REGULAR				3,937.58
RETRO PAY				2.00
PPD ADJ R			29.99	29.99
OVERTIME				10.61
HOL NOT W				94.00
Total:			29.99	
Taxable YTD:				4,074.18

Deductions

Description	Current Amount	YTD Amount
Federal Income Tax		323.81
Federal FICA Withheld	1.86	252.60
Federal Medicare Withheld	0.44	59.08
CALIFORNIA WH		33.72
CALIFORNIA SDI EE	0.30	40.74
EMPL RECV		-573.26
Total:	2.60	136.69

Accruals

Description	Taken	Available
SICK BAL		21.02

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SUGARLAND, TX 77478
(323) 234-2001
BIN: 07243124

Statement of Earnings and Deductions

Name	SSN	Employee ID	Company	Bus Unit
GABRIEL RODRIGUEZ	XXX-XX-XXXX	11003707	00451	32327747
Check Number	Pay Period Start	Pay Period End	Check Date	Net Pay
306241	3/1/2019	3/15/2019	3/22/2019	474.75

Earnings

Description	Hours	Rate	Current Amount	YTD Amount
REGULAR	30.96	11.75000	363.79	3,737.58
REGULAR	16.00	12.50000	200.00	200.00
RETRO PAY				2.00
OVERTIME	0.02	18.75000	0.38	10.61
HOL NOT W				94.00
Total:	46.98		564.17	
Taxable YTD:				4,044.19

Deductions

Description	Current Amount	YTD Amount
Federal Income Tax	40.62	323.81
Federal FICA Withheld	34.98	250.74
Federal Medicare Withheld	8.18	58.64
CALIFORNIA WH		33.72
CALIFORNIA SDI EE	5.64	40.44
EMPL RECV		-573.26
Total:	89.42	134.09

Accruals

Description	Taken	Available
SICK BAL		21.02

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SUGARLAND, TX 77478
(323) 234-2001
BIN: 07243124

Statement of Earnings and Deductions

Name	SSN	Employee ID	Company	Bus Unit
GABRIEL RODRIGUEZ	XXX-XX-XXXX	11003707	00451	32327747
Check Number	Pay Period Start	Pay Period End	Check Date	Net Pay
303441	2/16/2019	2/28/2019	3/7/2019	422.38

Earnings

Description	Hours	Rate	Current Amount	YTD Amount
REGULAR	39.98	12.50000	499.75	3,373.79
RETRO PAY				2.00
OVERTIME				10.23
HOL NOT W				94.00
Total:	39.98		499.75	
Taxable YTD:				3,480.02

Deductions

Description	Current Amount	YTD Amount
Federal Income Tax	34.14	283.19
Federal FICA Withheld	30.98	215.76
Federal Medicare Withheld	7.25	50.46
CALIFORNIA WH		33.72
CALIFORNIA SDI EE	5.00	34.80
EMPL RECV		-573.26
Total:	77.37	44.67

Accruals

Description	Taken	Available
SICK BAL		19.45

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SUGARLAND, TX 77478
(323) 234-2001
BIN: 07243124

Statement of Earnings and Deductions

Name	SSN	Employee ID	Company	Bus Unit
GABRIEL RODRIGUEZ	XXX-XX	11003707	00451	32327747
Check Number	Pay Period Start	Pay Period End	Check Date	Net Pay
300666	2/1/2019	2/15/2019	2/22/2019	573.26

Earnings

Description	Hours	Rate	Current Amount	YTD Amount
REGULAR	55.81	12.50000	697.63	2,874.04
RETRO PAY				2.00
OVERTIME				10.23
HOL NOT W				94.00
Total:	55.81		697.63	
Taxable YTD:				2,980.27

Deductions

Description	Current Amount	YTD Amount
Federal Income Tax	56.63	249.05
Federal FICA Withheld	43.26	184.78
Federal Medicare Withheld	10.11	43.21
CALIFORNIA WH	7.40	33.72
CALIFORNIA SDI EE	6.97	29.80
Total:	124.37	540.56

Accruals

Description	Taken	Available
SICK BAL		18.11

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Exhibit 3

ABM Industry Groups, LLC		14141 Southwest Frwy, Suite 425		Sugar Land, TX 77478		Tel: 713-776-5100	
JESSICA M SHEEHAN	10477399	Company	00451	Begin Date	11/16/18	Check #	286685
EE #		Bus Unit	32327747	End Date	11/30/18	Check Date	12/07/18
SSN	XXX-XX-XXXX	Gross Wages	970.83	Taxable YTD	25,214.73	Net Pay	886.86
EARNINGS				DEDUCTIONS			
Pay Description	Hours	Rate	Amount	YTD Amount	Description	Current	YTD
REGULAR	57.27	14.00	801.78	23,763.46	Federal Income Tax		
RETRO PAY				263.43	Federal FICA Withheld	60.19	1,563.31
RETRO OT				0.77	Federal Medicare Withheld	14.07	365.61
PPD ADJ R				104.50	CALIFORNIA WH		
OVERTIME	0.05	21.00	1.05	872.57	CALIFORNIA SDI EE	9.71	252.15
HOL PAY O	8.00	21.00	168.00	168.00			
MEAL BR P				42.00			
Total	65.32		970.83			83.97	2,181.07

DETACH BEFORE DEPOSITING

Bank No.	Name of Bank / Saving & Loan	Account Number	Amount

DEPOSITED FOR:

JESSICA M SHEEHAN

ABM Industry Groups, LLC
14141 Southwest Frwy, Suite 425
Sugar Land, TX 77478
Tel: 713-776-5100

NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE

00451 32327747 00451- 32327747-4096-4025

ABM Industry Groups, LLC
14141 Southwest Frwy, Suite 425
Sugar Land, TX 77478
Tel: 713-776-5100

JESSICA M SHEEHAN

ABM Industry Groups, LLC

14141 Southwest Frwy, Suite 425

Sugar Land, TX 77478

Tel: 713-776-5100

JESSICA M SHEEHAN		Company	00451	Begin Date	11/01/18	Check #	283879	Vacation Bal	
EE #	10477399	Bus Unit	32327747	End Date	11/15/18	Check Date	11/21/18	Sick Bal	48.80
SSN	XXX-XX-XXXX	Gross Wages	1,193.92	Taxable YTD	24,243.90	Net Pay	1090.64	BIN	07243124
EARNINGS					DEDUCTIONS				
Pay Description	Hours	Rate	Amount	YTD Amount	Description	Current	YTD		
REGULAR	85.25	14.00	1,193.50	22,961.68	Federal Income Tax				
RETRO PAY				263.43	Federal FICA Withheld	74.02	1,503.12		
RETRO OT				0.77	Federal Medicare Withheld	17.32	351.54		
PPD ADJ R				104.50	CALIFORNIA WH				
OVERTIME	0.02	21.00	0.42	871.52	CALIFORNIA SDI EE	11.94	242.44		
MEAL BR P				42.00					
Total	85.27		1,193.92			103.28	2,097.10		

DETACH BEFORE DEPOSITING

Bank No.	Name of Bank / Saving & Loan	Account Number	Amount

DEPOSITED FOR:

JESSICA M SHEEHAN

ABM Industry Groups, LLC
 14141 Southwest Frwy, Suite 425
 Sugar Land, TX 77478
 Tel: 713-776-5100

NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE

00451 32327747 00451- 32327747-4096-4025

ABM Industry Groups, LLC
 14141 Southwest Frwy, Suite 425
 Sugar Land, TX 77478
 Tel: 713-776-5100

JESSICA M SHEEHAN

ABM Industry Groups, LLC

14141 Southwest Frwy, Suite 425

Sugar Land, TX 77478

Tel: 713-776-5100

JESSICA M SHEEHAN	Company	00451	Begin Date	10/01/18	Check #	278375	Vacation Bal	
EE # 10477399	Bus Unit	32327747	End Date	10/15/18	Check Date	10/22/18	Sick Bal	48.80
SSN XXX-XX-XXXX	Gross Wages	850.99	Taxable YTD	21,971.00	Net Pay	777.38	BIN	07243124

EARNINGS					DEDUCTIONS		
Pay Description	Hours	Rate	Amount	YTD Amount	Description	Current	YTD
REGULAR	60.59	14.00	848.26	20,689.62	Federal Income Tax		
RETRO PAY				263.43	Federal FICA Withheld	52.76	1,362.20
RETRO OT				0.77	Federal Medicare Withheld	12.34	318.58
PPD ADJ R				104.50	CALIFORNIA WH		
OVERTIME	0.13	21.00	2.73	870.68	CALIFORNIA SDI EE	8.51	219.71
MEAL BR P				42.00			
Total	60.72		850.99			73.61	1,900.49

DETACH BEFORE DEPOSITING

Bank No.	Name of Bank / Saving & Loan	Account Number	Amount

DEPOSITED FOR:

JESSICA M SHEEHAN

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 14141 Southwest Frwy, Suite 425
 Sugar Land, TX 77478
 Tel: 713-776-5100

NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE

00451 32327747 00451- 32327747-4096-4025

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JESSICA M SHEEHAN

ABM Industry Groups, LLC

14141 Southwest Frwy, Suite 425 Sugar Land, TX 77478

Tel: 713-776-5100

JESSICA M SHEEHAN		Company	00451	Begin Date	09/16/18	Check #	275491	Vacation Bal	
EE #	10477399	Bus Unit	32327747	End Date	09/30/18	Check Date	10/05/18	Sick Bal	48.80
SSN	XXX-XX-XXXX	Gross Wages	1,025.99	Taxable YTD	21,120.01	Net Pay	937.24	BIN	07243124
EARNINGS					DEDUCTIONS				
Pay Description	Hours	Rate	Amount	YTD Amount	Description	Current	YTD		
REGULAR	66.34	14.00	928.76	19,841.36	Federal Income Tax				
RETRO PAY				263.43	Federal FICA Withheld	63.61	1,309.44		
RETRO OT				0.77	Federal Medicare Withheld	14.88	306.24		
PPD ADJ R				104.50	CALIFORNIA WH				
OVERTIME	4.63	21.00	97.23	867.95	CALIFORNIA SDI EE	10.26	211.20		
MEAL BR P				42.00					
Total	70.97		1,025.99			88.75	1,826.88		

DETACH BEFORE DEPOSITING

Bank No.	Name of Bank / Saving & Loan	Account Number	Amount

DEPOSITED FOR:

JESSICA M SHEEHAN

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 14141 Southwest Frwy, Suite 425
 Sugar Land, TX 77478
 Tel: 713-776-5100

NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE

00451 32327747 00451- 32327747-4096-45115014

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JESSICA M SHEEHAN

ABM Industry Groups, LLC

14141 Southwest Frwy, Suite 425

Sugar Land, TX 77478

Tel: 713-776-5100

JESSICA M SHEEHAN		Company	00451	Begin Date	09/01/18	Check #	272607	Vacation Bal	
EE #	10477399	Bus Unit	32327747	End Date	09/15/18	Check Date	09/21/18	Sick Bal	48.80
SSN	XXX-XX-XXXX	Gross Wages	1,107.12	Taxable YTD	20,094.02	Net Pay	1011.36	BIN	07243124
EARNINGS					DEDUCTIONS				
Pay Description	Hours	Rate	Amount	YTD Amount	Description	Current	YTD		
REGULAR	77.96	14.00	1,091.44	18,912.60	Federal Income Tax				
RETRO PAY				263.43	Federal FICA Withheld	68.64	1,245.83		
RETRO OT				0.77	Federal Medicare Withheld	16.05	291.36		
PPD ADJ R				104.50	CALIFORNIA WH				
OVERTIME	0.08	21.00	1.68	770.72	CALIFORNIA SDI EE	11.07	200.94		
MEAL BR P	1.00	14.00	14.00	42.00					
Total	79.04		1,107.12			95.76	1,738.13		

DETACH BEFORE DEPOSITING

Bank No.	Name of Bank / Saving & Loan	Account Number	Amount

DEPOSITED FOR:

JESSICA M SHEEHAN

ABM Industry Groups, LLC
 14141 Southwest Frwy, Suite 425
 Sugar Land, TX 77478
 Tel: 713-776-5100

NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE

00451 32327747 00451- 32327747-4096-45115014

ABM Industry Groups, LLC
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 Sugar Land, TX 77478
 Tel: 713-776-5100

JESSICA M SHEEHAN

ABM Industry Groups, LLC

14141 Southwest Frwy, Suite 425

Sugar Land, TX 77478

Tel: 713-776-5100

JESSICA M SHEEHAN		Company	00451	Begin Date	08/18/18	Check #	289743	Vacation Bal	
EE #	10477399	Bus Unit	32327747	End Date	08/31/18	Check Date	08/07/18	Sick Bal	49.19
SSN	XXX-XX-XXXX	Gross Wages	1,376.13	Taxable YTD	18,986.90	Net Pay	1257.10	BIN	07243124
EARNINGS					DEDUCTIONS				
Pay Description	Rate	Hours	Amount	YTD Amount	Deduction		Amount	YTD Amount	
REGULAR	93.89	14.00	1,311.68	17,821.18	Federal Income Tax				
RETRO PAY				283.43	Federal FICA Withheld		85.32	1,177.19	
RETRO OT				0.77	Federal Medicare Withheld		19.95	275.31	
PPD ADJ R				104.50	CALIFORNIA WH				
OVERTIME	3.07	21.00	84.47	789.04	CALIFORNIA SDI EE		13.76	189.87	
MEAL BR P				28.00					
Total	96.76		1,376.13				119.03	1,642.37	

DETACH BEFORE DEPOSITING

Bank No.	Name of Bank / Saving & Loan	Account Number	Amount

DEPOSITED FOR:

JESSICA M SHEEHAN

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 14141 Southwest Frwy, Suite 425
 Sugar Land, TX 77478
 Tel: 713-776-5100

NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE

00451 32327747 00451- 32327747-4096-45115014

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 Tel: 713-776-5100

JESSICA M SHEEHAN

ABM Industry Groups, LLC

14141 Southwest Frwy, Suite 425

Sugar Land, TX 77478

Tel: 713-776-5100

JESSICA M SHEEHAN	10477399	Company	00451	Begin Date	08/16/18	Check #	289743	Vacation Bal	
EE #		Bus Unit	32327747	End Date	08/31/18	Check Date	09/07/18	Sick Bal	48.19
SSN	XXX-XX-XXXX	Gross Wages	1,376.13	Taxable YTD	18,986.90	Net Pay	1257.10	BDN	07243124
EARNINGS					DEDUCTIONS				
Pay Description	Hours	Rate	Amount	YTD Amount	Description	Current	YTD		
REGULAR	93.69	14.00	1,311.66	17,821.16	Federal Income Tax				
RETRO PAY				263.43	Federal FICA Withheld	85.32	1,177.19		
RETRO OT				0.77	Federal Medicare Withheld	19.95	275.31		
PPD ADJ R				104.50	CALIFORNIA WH				
OVERTIME	3.07	21.00	64.47	769.04	CALIFORNIA SDI EE	13.76	189.87		
MEAL BR P				28.00					
Total	96.76		1,376.13			119.03	1,642.37		

DETACH BEFORE DEPOSITING

Bank No.	Name of Bank / Saving & Loan	Account Number	Amount

DEPOSITED FOR:

JESSICA M SHEEHAN

ABM Industry Groups, LLC
 14141 Southwest Frwy, Suite 425
 Sugar Land, TX 77478
 Tel: 713-776-5100

NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE

00451 32327747 00451- 32327747-4096-45115014

ABM Industry Groups, LLC
 14141 Southwest Frwy, Suite 425
 Sugar Land, TX 77478
 Tel: 713-776-5100

JESSICA M SHEEHAN

ABM Industry Groups, LLC
JESSICA M SHEEHAN
EE # 10477399
SSN XXX-XX-XXXX

14141 Southwest Frwy, Suite 425
Company Bus Unit
Gross Wages 1,228.78

Sugar Land, TX 77478
00451
32327747
Taxable YTD 1,228.78

Begin Date 08/01/18
End Date 08/15/18
Net Pay 17,610.77

Tel: 713-776-5100
Check # 73860232
Check Date 08/22/18
Net Pay 1122.48

Vacation Bal 45.06
Sick Bal 07243124
BIN 07243124

EARNINGS					DEDUCTIONS		
Pay Description	Hours	Rate	Amount	YTD Amount	Description	Current	YTD
REGULAR	87.53	14.00	1,225.42	16,509.50	Federal Income Tax		
RETRO PAY				263.43	Federal FICA Withheld	78.19	1,091.87
RETRO OT				0.77	Federal Medicare Withheld	17.82	255.36
PPD ADJ R				104.50	CALIFORNIA WH		
OVERTIME	0.18	21.00	3.36	704.57	CALIFORNIA SDI EE	12.29	176.11
MEAL BR P				28.00			
	87.69		1,228.78			106.30	1,523.34

DETACH BEFORE DEPOSITING

SECURITY ALERT: PAPER CONTAINS CHAIN LINK WATERMARK - HOLD TO LIGHT TO VERIFY WATERMARK • SEE REVERSE SIDE FOR LIST OF SECURITY FEATURES

ABM Industry Groups, LLC
14141 Southwest Frwy, Suite 425
Sugar Land, TX 77478
Tel: 713-776-5100

THIS IS WATERMARKED PAPER. DO NOT
ACCEPT WITHOUT NOTING WATERMARK.
HOLD TO LIGHT TO
VERIFY WATERMARK.

Payable at your local Bank of America
or at 850 N. Broadway
Los Angeles CA

CHECK NO. 73860232
DATE 8/22/2018

VOID AFTER 180 DAYS

70-2328/719 IL

*****\$1,122.48

One thousand one hundred twenty two and 48/100 Dollars

TO
THE
ORDER
OF

JESSICA M SHEEHAN

COUNTER SIGNATURE REQUIRED
IF AMOUNT IN EXCESS OF \$10,000.00

⑈ 73860232 ⑈ ⑈ 071923284⑈ 8765917625⑈

00451 32327747 00451- 32327747-4096-45115014

ABM Industry Groups, LLC
14141 Southwest Frwy, Suite 425
Sugar Land, TX 77478
Tel: 713-776-5100

JESSICA M SHEEHAN

ABM Industry Groups, LLC

14141 Southwest Frwy, Suite 425

Sugar Land, TX 77478

Tel: 713-776-5100

JESSICA M SHEEHAN		Company	00451	Begin Date	07/16/18	Check #	264019	Vacation Bal	
EE #	10477399	Bus Unit	32327747	End Date	07/31/18	Check Date	08/07/18	Sick Bal	42.14
SSN	XXX-XX-XXXX	Gross Wages	1,216.88	Taxable YTD	16,381.99	Net Pay	1111.62	BIN	07243124
EARNINGS					DEDUCTIONS				
Pay Description	Hours	Rate	Amount	YTD Amount	Description	Current	YTD		
REGULAR	86.74	14.00	1,214.36	15,284.08	Federal Income Tax				
RETRO PAY				263.43	Federal FICA Withheld	75.44	1,015.68		
RETRO OT				0.77	Federal Medicare Withheld	17.65	237.54		
PPD ADJ R				104.50	CALIFORNIA WH				
OVERTIME	0.12	21.00	2.52	701.21	CALIFORNIA SDI EE	12.17	163.82		
MEAL BR P				28.00					
Total	86.86		1,216.88			105.26	1,417.04		

DETACH BEFORE DEPOSITING

Bank No	Name of Bank / Saving & Loan	Account Number	Amount

DEPOSITED FOR:

JESSICA M SHEEHAN

ABM Industry Groups, LLC
 14141 Southwest Frwy, Suite 425
 Sugar Land, TX 77478
 Tel: 713-776-5100

NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE

00451 32327747 00451- 32327747-4096-45115014

ABM Industry Groups, LLC
 14141 Southwest Frwy, Suite 425
 Sugar Land, TX 77478
 Tel: 713-776-5100

JESSICA M SHEEHAN

ABM Industry Groups, LLC

14141 Southwest Frwy, Suite 425 Sugar Land, TX 77478

Tel: 713-776-5100

JESSICA M SHEEHAN	Company	00451	Begin Date	07/16/18	Check #	264019	Vacation Bal	
EE # 10477399	Bus Unit	32327747	End Date	07/31/18	Check Date	08/07/18	Sick Bal	42.14
SSN XXX-XX-XXXX	Gross Wages	1,216.88	Taxable YTD	16,381.99	Net Pay	1111.62	BIN	07243124

EARNINGS					DEDUCTIONS		
Pay Description	Hours	Rate	Amount	YTD Amount	Description	Current	YTD
REGULAR	86.74	14.00	1,214.36	15,284.08	Federal Income Tax	75.44	1,015.68
RETRO PAY				263.43	Federal FICA Withheld	17.65	237.54
RETRO OT				0.77	Federal Medicare Withheld		
PPD ADJ R				104.50	CALIFORNIA WH		
OVERTIME	0.12	21.00	2.52	701.21	CALIFORNIA SDI EE	12.17	163.82
MEAL BR P				28.00			
Total	86.86		1,216.88			105.26	1,417.04

DETACH BEFORE DEPOSITING

Bank No.	Name of Bank / Saving & Loan	Account Number	Amount

DEPOSITED FOR:

JESSICA M SHEEHAN

ABM Industry Groups, LLC
 14141 Southwest Frwy, Suite 425
 Sugar Land, TX 77478
 Tel: 713-776-5100

NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE



00451 32327747 00451- 32327747-4096-45115014

ABM Industry Groups, LLC
 14141 Southwest Frwy, Suite 425
 Sugar Land, TX 77478
 Tel: 713-776-5100

JESSICA M SHEEHAN

ABM Industry Groups, LLC

14141 Southwest Frwy, Suite 425

Sugar Land, TX 77478

Tel: 713-776-5100

JESSICA M SHEEHAN		Company	00451	Begin Date	06/01/18	Check #	255380	Vacation Bal	
EE #	10477399	Bus Unit	32327747	End Date	06/15/18	Check Date	06/22/18	Sick Bal	33.93
SSN	XXX-XX-XXXX	Gross Wages	1,505.42	Taxable YTD	12,419.64	Net Pay	1375.20	BIN	07243124
EARNINGS					DEDUCTIONS				
Pay Description	Hours	Rate	Amount	YTD Amount	Description	Current	YTD		
REGULAR	95.82	14.00	1,341.48	11,847.36	Federal Income Tax				
RETRO PAY				263.43	Federal FICA Withheld	93.34	770.02		
RETRO OT				0.77	Federal Medicare Withheld	21.82	180.08		
PPD ADJ R				104.50	CALIFORNIA WH				
OVERTIME	7.14	21.00	149.94	175.58	CALIFORNIA SDI EE	15.06	124.20		
MEAL BR P	1.00	14.00	14.00	28.00					
Total	103.96		1,505.42			130.22	1,074.30		

DETACH BEFORE DEPOSITING

Bank No.	Name of Bank / Saving & Loan	Account Number	Amount

688 SOL
8207

DEPOSITED FOR:

JESSICA M SHEEHAN

ABM Industry Groups, LLC
14141 Southwest Frwy, Suite 425
Sugar Land, TX 77478
Tel: 713-776-5100

NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE

00451 32327747 00451- 32327747-4096-45115014

ABM Industry Groups, LLC
14141 Southwest Frwy, Suite 425
Sugar Land, TX 77478
Tel: 713-776-5100

JESSICA M SHEEHAN

Industry Groups, LLC

14141 Southwest Frwy, Suite 425 Sugar Land, TX 77478

Tel: 713-776-5100

JESSICA M SHEEHAN

Company

00451

Begin Date

05/01/18

Check #

249677

Vacation Bal

10477399

Bus Unit

32327747

End Date

05/15/18

Check Date

05/22/18

Sick Bal

27.96

XXX-XX-

Gross Wages

1,117.90

Taxable YTD

9,738.57

Net Pay

1021.20

BIN

07243124

EARNINGS

DEDUCTIONS

Pay Description	Hours	Rate	Amount	YTD Amount	Description	Current	YTD
REGULAR	79.82	14.00	1,117.48	9,345.28	Federal Income Tax		
RETRO PAY				263.43	Federal FICA Withheld	69.31	603.79
RETRO OT				0.77	Federal Medicare Withheld	16.21	141.21
PPD ADJR				104.50	CALIFORNIA WH		
OVERTIME	0.02	21.00	0.42	24.59	CALIFORNIA SDI EE	11.18	97.39
Total	79.84		1,117.90			96.70	842.39

DETACH BEFORE DEPOSITING

Bank No.	Name of Bank / Saving & Loan	Account Number	Amount

DEPOSITED FOR:

JESSICA M SHEEHAN

ABM Industry Groups, LLC
14141 Southwest Frwy, Suite 425
Sugar Land, TX 77478
Tel: 713-776-5100

NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE

00451 32327747 00451- 32327747-4096-45115014

ABM Industry Groups, LLC
14141 Southwest Frwy, Suite 425
Sugar Land, TX 77478
Tel: 713-776-5100

JESSICA M SHEEHAN

ABM Industry Groups, LLC

14141 Southwest Frwy, Suite 425

Sugar Land, TX 77478

Tel: 713-776-5100

JESSICA M SHEEHAN	Company	00451	Begin Date	02/16/19	Check #	50915	Vacation Bal	
EE # 10477399	Bus Unit	32327747	End Date	02/28/19	Check Date	03/01/19	Sick Bal	25.60
SSN XXX-XX-XXXX	Gross Wages	336.00	Taxable YTD	5,045.25	Net Pay	306.92	EIN	07243124

EARNINGS					DEDUCTIONS		
Pay Description	Hours	Rate	Amount	YTD Amount	Description	Current	YTD
REGULAR				4,396.14	Federal Income Tax		
OVERTIME				19.11	Federal FICA Withheld	20.84	312.81
HOL NOT W				112.00	Federal Medicare Withheld	4.88	73.16
HOL PAY O				168.00	CALIFORNIA WH		
MEAL BR P				14.00	CALIFORNIA SDI EE	3.36	50.45
SICK PAY	24.00	14.00	336.00	336.00			
Total	24.00		336.00			29.08	436.42

DETACH BEFORE DEPOSITING

Bank No.	Name of Bank / Saving & Loan	Account Number	Amount

DEPOSITED FOR:

JESSICA M SHEEHAN

NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE

ABM Industry Groups, LLC
14141 Southwest Frwy, Suite 425
Sugar Land, TX 77478
Tel: 713-776-5100

00451 32327747 00451- 32327747-4096-4025

ABM Industry Groups, LLC
14141 Southwest Frwy, Suite 425
Sugar Land, TX 77478
Tel: 713-776-5100

JESSICA M SHEEHAN

ABM Industry Groups, LLC

14141 Southwest Frwy, Suite 425

Sugar Land, TX 77478

Tel: 713-776-5100

JESSICA M SHEEHAN

EE #

10477399

Company

00451

Begin Date

01/16/19

Check #

297792

Vacation Bal

SSN

XXX-XX-XXXX

Bus Unit

32327747

End Date

01/31/19

Check Date

02/07/19

Sick Bal

48.80

Gross Wages

1,312.08

Taxable YTD

3,547.60

Net Pay

1198.59

BIN

07243124

EARNINGS					DEDUCTIONS		
Pay Description	Hours	Rate	Amount	YTD Amount	Description	Current	YTD
REGULAR	93.42	14.00	1,307.88	3,237.22	Federal Income Tax		
OVERTIME	0.20	21.00	4.20	18.38	Federal FICA Withheld	81.35	219.95
HOL NOT W				112.00	Federal Medicare Withheld	19.02	51.44
HOL PAY O				168.00	CALIFORNIA WH		
MEAL BR P				14.00	CALIFORNIA SDI EE	13.12	35.48
Total	93.62		1,312.08			113.49	306.87

DETACH BEFORE DEPOSITING

Bank No.	Name of Bank / Saving & Loan	Account Number	Amount

DEPOSITED FOR:

JESSICA M SHEEHAN

NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE

ABM Industry Groups, LLC
 14141 Southwest Frwy, Suite 425
 Sugar Land, TX 77478
 Tel: 713-776-5100

00451 32327747 00451- 32327747-4096-4025

ABM Industry Groups, LLC
 14141 Southwest Frwy, Suite 425
 Sugar Land, TX 77478
 Tel: 713-776-5100

JESSICA M SHEEHAN

ABM Industry Groups, LLC

14141 Southwest Frwy, Suite 425

Sugar Land, TX 77478

Tel: 713-776-5100

JESSICA M SHEEHAN		Company	00451	Begin Date	01/01/19	Check #	295042	Vacation Bal	
EE #	10477399	Bus Unit	32327747	End Date	01/15/19	Check Date	01/22/19	Sick Bal	48.80
SSN	XXX-XX-XXXX	Gross Wages	1,180.20	Taxable YTD	2,235.52	Net Pay	1078.10	BIN	07243124
EARNINGS					DEDUCTIONS				
Pay Description	Hours	Rate	Amount	YTD Amount	Description	Current	YTD		
REGULAR	71.30	14.00	998.20	1,929.34	Federal Income Tax				
OVERTIME				12.18	Federal FICA Withheld	73.17	138.60		
HOL NOT W				112.00	Federal Medicare Withheld	17.12	32.42		
HOL PAY O	8.00	21.00	168.00	168.00	CALIFORNIA WH				
MEAL BR P	1.00	14.00	14.00	14.00	CALIFORNIA SDI EE	11.81	22.36		
Total	80.30		1,180.20			102.10	193.38		

DETACH BEFORE DEPOSITING

Bank No.	Name of Bank / Saving & Loan	Account Number	Amount

DEPOSITED FOR:

JESSICA M SHEEHAN

ABM Industry Groups, LLC
 14141 Southwest Frwy, Suite 425
 Sugar Land, TX 77478
 Tel: 713-776-5100

NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE

00451 32327747 00451- 32327747-4096-4025

ABM Industry Groups, LLC
 14141 Southwest Frwy, Suite 425
 Sugar Land, TX 77478
 Tel: 713-776-5100

JESSICA M SHEEHAN

ABM Industry Groups, LLC

14141 Southwest Frwy, Suite 425 Sugar Land, TX 77478

Tel: 713-776-5100

JESSICA M SHEEHAN		Company	00451	Begin Date	02/16/19	Check #	303446	Vacation Bal	
EE #	10477399	Bus Unit	32327747	End Date	02/28/19	Check Date	03/07/19	Sick Bal	27.98
SSN	XXX-XX-XXXX	Gross Wages	1,002.47	Taxable YTD	6,047.72	Net Pay	915.76	BIN	07243124
EARNINGS					DEDUCTIONS				
Pay Description	Hours	Rate	Amount	YTD Amount	Description	Current	YTD		
REGULAR	71.32	14.00	998.48	5,394.62	Federal Income Tax				
OVERTIME	0.19	21.00	3.99	23.10	Federal FICA Withheld	62.15	374.96		
HOL NOT W				112.00	Federal Medicare Withheld	14.53	87.69		
HOL PAY O				168.00	CALIFORNIA WH				
MEAL BR P				14.00	CALIFORNIA SDI EE	10.03	60.48		
SICK PAY				336.00					
Total	71.51		1,002.47			86.71	523.13		

DETACH BEFORE DEPOSITING

Bank No.	Name of Bank / Saving & Loan	Account Number	Amount

DEPOSITED FOR:

JESSICA M SHEEHAN

NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE

ABM Industry Groups, LLC
 14141 Southwest Frwy, Suite 425
 Sugar Land, TX 77478
 Tel: 713-776-5100

00451 32327747 00451- 32327747-4096-4025

ABM Industry Groups, LLC
 14141 Southwest Frwy, Suite 425
 Sugar Land, TX 77478
 Tel: 713-776-5100

JESSICA M SHEEHAN

ABM Industry Groups, LLC

14141 Southwest Frwy, Suite 425

Sugar Land, TX 77478

Tel: 713-776-5100

ABM Industry Groups, LLC

14141 Southwest Frwy, Suite 425

Sugar Land, TX 77478

JESSICA M SHEEHAN		Company 00451		Begin Date 02/01/19		Check # 300671		Vacation Bal	
EE # 10477399		Bus Unit 32327747		End Date 02/15/19		Check Date 02/22/19		Sick Bal 48.80	
SSN XXX-XX-██		Gross Wages 1,161.65		Taxable YTD 4,709.25		Net Pay 1061.18		BIN 07243124	

EARNINGS					DEDUCTIONS				
Pay Description	Hours	Rate	Amount	YTD Amount	Description	Current	YTD		
REGULAR	82.78	14.00	1,158.92	1,396.14	Federal Income Tax				
OVERTIME	0.13	21.00	2.73	19.11	Federal FICA Withheld	72.02	291.97		
HOL NOT W				112.00	Federal Medicare Withheld	16.84	68.28		
HOL PAY O				168.00	CALIFORNIA WH				
MEAL BR P				14.00	CALIFORNIA SDI EE	11.61	47.09		
Total	82.91		1,161.65			100.47	407.34		

DETACH BEFORE DEPOSITING

Bank No.	Name of Bank / Saving & Loan	Account Number	Amount

DEPOSITED FOR:

JESSICA M SHEEHAN

NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE

ABM Industry Groups, LLC
 14141 Southwest Frwy, Suite 425
 Sugar Land, TX 77478
 Tel: 713-776-5100

00451 32327747 00451- 32327747-4096-4025

ABM Industry Groups, LLC
 14141 Southwest Frwy, Suite 425
 Sugar Land, TX 77478
 Tel: 713-776-5100

JESSICA M SHEEHAN

ABM Industry Groups, LLC

14141 Southwest Frwy, Suite 425

Sugar Land, TX 77478

Tel: 713-776-5100

JESSICA M SHEEHAN		Company	00451	Begin Date	12/16/18	Check #	292281	Vacation Bal	
EE #	10477399	Bus Unit	32327747	End Date	12/31/18	Check Date	01/07/19	Sick Bal	48.80
SSN	XXX-XX-XXXX	Gross Wages	1,055.32	Taxable YTD	1,055.32	Net Pay	964.04	BIN	07243124
EARNINGS					DEDUCTIONS				
Pay Description	Hours	Rate	Amount	YTD Amount	Description	Current	YTD		
REGULAR	63.51	14.00	931.14	931.14	Federal Income Tax				
OVERTIME	0.58	21.00	12.18	12.18	Federal FICA Withheld	65.43	65.43		
HOL NOT W	8.00	14.00	112.00	112.00	Federal Medicare Withheld	15.30	15.30		
					CALIFORNIA WH				
					CALIFORNIA SDI EE	10.55	10.55		
Total	75.09		1,055.32			91.28	91.28		

DETACH BEFORE DEPOSITING

Bank No.	Name of Bank / Saving & Loan	Account Number	Amount

DEPOSITED FOR:

JESSICA M SHEEHAN

ABM Industry Groups, LLC
 14141 Southwest Frwy, Suite 425
 Sugar Land, TX 77478
 Tel: 713-776-5100

NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE

00451 32327747 00451- 32327747-4096-4025

ABM Industry Groups, LLC
 14141 Southwest Frwy, Suite 425
 Sugar Land, TX 77478
 Tel: 713-776-5100

JESSICA M SHEEHAN

ABM Industry Groups, LLC

14141 Southwest Frwy, Suite 425 Sugar Land, TX 77478

Tel: 713-776-5100

JESSICA M SHEEHAN	Company	00451	Begin Date	12/16/18	Check #	292281	Vacation Bal	
EE # 10477399	Bus Unit	32327747	End Date	12/31/18	Check Date	01/07/19	Sick Bal	48.80
SSN XXX-XX-XXXX	Gross Wages	1,055.32	Taxable YTD	1,055.32	Net Pay	964.04	BIN	07243124
EARNINGS				DEDUCTIONS				
Pay Description	Hours	Rate	Amount	YTD Amount	Description	Current	YTD	
REGULAR	68.51	14.00	931.14	931.14	Federal Income Tax			
OVERTIME	0.58	21.00	12.18	12.18	Federal FICA Withheld	65.43	65.43	
HOL NOT W	8.00	14.00	112.00	112.00	Federal Medicare Withheld	15.30	15.30	
					CALIFORNIA WH			
					CALIFORNIA SDI EE	10.55	10.55	
Total	75.09		1,055.32			91.28	91.28	

DETACH BEFORE DEPOSITING

Bank No.	Name of Bank / Saving & Loan	Account Number	Amount

DEPOSITED FOR:

JESSICA M SHEEHAN

ABM Industry Groups, LLC
 14141 Southwest Frwy, Suite 425
 Sugar Land, TX 77478
 Tel: 713-776-5100

NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE

00451 32327747 00451- 32327747-4096-4025

ABM Industry Groups, LLC
 14141 Southwest Frwy, Suite 425
 Sugar Land, TX 77478
 Tel: 713-776-5100

JESSICA M SHEEHAN

ABM Industry Groups, LLC

14141 Southwest Frwy, Suite 425

Sugar Land, TX 77478

Tel: 713-776-5100

JESSICA M SHEEHAN		Company 00451		Begin Date 01/01/18	Check # 227080	Vacation Bal	
EE #	10477399	Bus Unit 32327747		End Date 01/15/18	Check Date 01/22/18	Sick Bal	5.38
SSN	XXX-XX-XXXX	Gross Wages 1,067.99		Taxable YTD 1,772.32	Net Pay 975.61	BIN	07243124
EARNINGS					DEDUCTIONS		
Pay Description	Hours	Rate	Amount	YTD Amount	Description	Current	YTD
REGULAR	87.53	11.00	962.83	1,666.83	Federal Income Tax		
PPD ADJ R	9.50	11.00	104.50	104.50	Federal FICA Withheld	66.21	109.88
OVERTIME	0.04	16.50	0.66	0.99	Federal Medicare Withheld	15.49	25.70
					CALIFORNIA WH		
					CALIFORNIA SDI EE	10.68	17.72
Total	97.07		1,067.99			92.38	153.30

DETACH BEFORE DEPOSITING

Bank No	Name of Bank / Saving & Loan	Account Number	Amount

DEPOSITED FOR:

JESSICA M SHEEHAN

ABM Industry Groups, LLC
 14141 Southwest Frwy, Suite 425
 Sugar Land, TX 77478
 Tel: 713-776-5100

NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE

00451 32327747 00451- 32327747-4096-45115014

ABM Industry Groups, LLC
 14141 Southwest Frwy, Suite 425
 Sugar Land, TX 77478
 Tel: 713-776-5100

JESSICA M SHEEHAN

ABM Industry Groups, LLC

14141 Southwest Frwy, Suite 425

Sugar Land, TX 77478

Tel 713-776-5100

JESSICA M SHEEHAN	10477399	Company	00451	Begin Date	03/01/19	Check #	306245	Vacation Bal	
EE #		Bus Unit	32327747	End Date	03/15/19	Check Date	03/22/19	Sick Bal	30.87
SSN	XXX-XX-XXXX	Gross Wages	1,211.21	Taxable YTD	7,258.93	Net Pay	1106.45	BIN	07243124

EARNINGS					DEDUCTIONS		
Pay Description	Hours	Rate	Amount	YTD Amount	Description	Current	YTD
REGULAR	86.50	14.00	1,211.00	6,605.62	Federal Income Tax		
OVERTIME	0.01	21.00	0.21	23.31	Federal FICA Withheld	75.09	450.05
HOL NOT W				112.00	Federal Medicare Withheld	17.56	105.25
HOL PAY O				168.00	CALIFORNIA WM		
MEAL BR P				14.00	CALIFORNIA SDI EE	12.11	72.59
SICK PAY				336.00			
Total	86.51		1,211.21			104.76	627.89

DETACH BEFORE DEPOSITING

Bank No.	Name of Bank / Saving & Loan	Account Number	Amount

DEPOSITED FOR:

JESSICA M SHEEHAN

NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE

ABM Industry Groups, LLC
 14141 Southwest Frwy, Suite 425
 Sugar Land, TX 77478
 Tel: 713-776-5100

00451 32327747 00451- 32327747-4096-4025

ABM Industry Groups, LLC
 14141 Southwest Frwy, Suite 425
 Sugar Land, TX 77478
 Tel: 713-776-5100

JESSICA M SHEEHAN

ABM Industry Groups, LLC

14141 Southwest Frwy, Suite 425

Sugar Land, TX 77478

Tel: 713-776-5100

JESSICA M SHEEHAN		Company 00451		Begin Date 02/16/18	Check # 235508	Vacation Bal	
EE #	10477399	Bus Unit 32327747		End Date 02/28/18	Check Date 03/07/18	Sick Bal 13.90	
SSN	XXX-XX-XXXX	Gross Wages 791.23	Taxable YTD 4,314.92	Net Pay 722.78	BIN 07243124		
EARNINGS				DEDUCTIONS			
Pay Description	Hours	Rate	Amount	YTD Amount	Description	Current	YTD
REGULAR	71.84	11.00	790.24	4,207.94	Federal Income Tax		
PPD ADJ R				104.50	Federal FICA Withheld	49.06	267.53
OVERTIME	0.06	16.50	0.99	2.48	Federal Medicare Withheld	11.48	62.57
					CALIFORNIA WH		
					CALIFORNIA SDI EE	7.91	43.15
Total	71.90		791.23			68.45	373.25

DETACH BEFORE DEPOSITING

Bank No.	Name of Bank / Saving & Loan	Account Number	Amount

DEPOSITED FOR:

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NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE

00451 32327747 00451- 32327747-4096-45115014

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JESSICA M SHEEHAN

ABM Industry Groups, LLC

14141 Southwest Frwy, Suite 425

Sugar Land, TX 77478

Tel: 713-776-5100

JESSICA M SHEEHAN		Company 00451		Begin Date 03/16/18	Check # 241123	Vacation Bal	
EE #	10477399	Bus Unit	32327747	End Date 03/31/18	Check Date 04/06/18	Sick Bal	19.43
SSN	XXX-XX-XXXX	Gross Wages	1,056.07	Taxable YTD 6,150.57	Net Pay 964.72	BIN	07243124
EARNINGS					DEDUCTIONS		
Pay Description	Hours	Rate	Amount	YTD Amount	Description	Current	YTD
REGULAR	95.33	11.00	1,048.63	6,031.85	Federal Income Tax		
PPD ADJ R				104.50	Federal FICA Withheld	65.48	381.34
OVERTIME	0.45	16.50	7.44	14.22	Federal Medicare Withheld	15.31	89.18
					CALIFORNIA WH		
					CALIFORNIA SDI EE	10.56	61.51
Total	95.78		1,056.07			91.35	532.03

DETACH BEFORE DEPOSITING

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JESSICA M SHEEHAN

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Sugar Land, TX 77478

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JESSICA M SHEEHAN		Company	00451	Begin Date	03/01/18	Check #	238290	Vacation Bal	
EE #	10477399	Bus Unit	32327747	End Date	03/15/18	Check Date	03/22/18	Sick Bal	16.25
SSN	XXX-XX-XXXX	Gross Wages	779.58	Taxable YTD	5,094.50	Net Pay	712.15	BIN	07243124

EARNINGS					DEDUCTIONS		
Pay Description	Hours	Rate	Amount	YTD Amount	Description	Current	YTD
REGULAR	70.48	11.00	775.28	4,983.22	Federal Income Tax		
PPD ADJ R				104.50	Federal FICA Withheld	48.33	315.86
OVERTIME	0.26	16.50	4.30	6.78	Federal Medicare Withheld	11.30	73.87
					CALIFORNIA WH		
					CALIFORNIA SDI EE	7.80	50.95
Total	70.74		779.58			67.43	440.68

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JESSICA M SHEEHAN

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Sugar Land, TX 77478

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JESSICA M SHEEHAN	10477399	Company	00451	Begin Date	04/01/18	Check #	243950	Vacation Bal	
EE #	XXX-XX-XXXX	Bus Unit	32327747	End Date	04/15/18	Check Date	04/20/18	Sick Bal	22.36
SSN		Gross Wages	968.72	Taxable YTD	7,119.29	Net Pay	884.93	BIN	07243124
EARNINGS					DEDUCTIONS				
Pay Description	Hours	Rate	Amount	YTD Amount	Description	Current	YTD		
REGULAR	87.81	11.00	965.91	6,997.76	Federal Income Tax				
PPD ADJ R				104.50	Federal FICA Withheld	60.06	441.40		
OVERTIME	0.17	16.50	2.81	17.03	Federal Medicare Withheld	14.05	103.23		
					CALIFORNIA WH				
					CALIFORNIA SDI EE	9.68	71.19		
Total	87.98		968.72			83.79	615.82		

DETACH BEFORE DEPOSITING

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DEPOSITED FOR:

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JESSICA M SHEEHAN		Company	00451	Begin Date	12/16/17	Check #	224289	Vacation Bal	
EE #	10477399	Bus Unit	32327747	End Date	12/31/17	Check Date	01/05/18	Sick Bal	2.94
SSN	XXX-XX-XXXX	Gross Wages	704.33	Taxable YTD	704.33	Net Pay	643.41	BIN	07243124
EARNINGS					DEDUCTIONS				
Pay Description	Hours	Rate	Amount	YTD Amount	Description	Current	YTD		
REGULAR	64.00	11.00	704.00	704.00	Federal Income Tax				
OVERTIME	0.02	16.50	0.33	0.33	Federal FICA Withheld	43.67	43.67		
					Federal Medicare Withheld	10.21	10.21		
					CALIFORNIA WH				
					CALIFORNIA SDI EE	7.04	7.04		
Total	64.02		704.33			60.92	60.92		

DETACH BEFORE DEPOSITING

Bank No.	Name of Bank / Saving & Loan	Account Number	Amount

DEPOSITED FOR:

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Sugar Land, TX 77478

Tel: 713-776-5100

JESSICA M SHEEHAN	Company	00451	Begin Date	02/01/18	Check #	232692	Vacation Bal		
EE #	10477399	Bus Unit	32327747	End Date	02/15/18	Check Date	02/22/18	Sick Bal	11.50
SSN	XXX-XX-XXXX	Gross Wages	862.79	Taxable YTD	3,523.69	Net Pay	788.16	BIN	07243124

EARNINGS					DEDUCTIONS		
Pay Description	Hours	Rate	Amount	YTD Amount	Description	Current	YTD
REGULAR	78.38	11.00	862.29	3,417.70	Federal Income Tax		
PPD ADJ R				104.50	Federal FICA Withheld	53.49	218.47
OVERTIME	0.03	16.50	0.50	1.49	Federal Medicare Withheld	12.51	51.09
					CALIFORNIA WH		
					CALIFORNIA SDI EE	8.63	35.24
Total	78.42		862.79			74.63	304.80

DETACH BEFORE DEPOSITING

Bank No.	Name of Bank / Saving & Loan	Account Number	Amount

DEPOSITED FOR:

JESSICA M SHEEHAN

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JESSICA M SHEEHAN		Company	00451	Begin Date	04/16/18	Check #	246799	Vacation Bal	
EE #	10477399	Bus Unit	32327747	End Date	04/30/18	Check Date	05/07/18	Sick Bal	25.29
SSN	XXX XX-	Gross Wages	1,501.38	Taxable YTD	8,620.67	Net Pay	1371.51	BIN	07243124

EARNINGS					DEDUCTIONS		
Pay Description	Hours	Rate	Amount	YTD Amount	Description	Current	YTD
REGULAR	87.86	14.00	1,230.04	8,227.80	Federal Income Tax		
RETRO PAY			263.43	263.43	Federal FICA Withheld	93.08	534.48
RETRO OT			0.77	0.77	Federal Medicare Withheld	21.77	125.00
PPD ADJ R				104.50	CALIFORNIA WH		
OVERTIME	0.34	21.00	7.14	24.17	CALIFORNIA SDI EE	15.02	86.21
Total	88.20		1,501.38			129.87	745.69

DETACH BEFORE DEPOSITING

Bank No.	Name of Bank / Saving & Loan	Account Number	Amount

DEPOSITED FOR:

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JESSICA M SHEEHAN	Company	00451	Begin Date	06/16/18	Check #	258288	Vacation Bal	
EE # 10477399	Bus Unit	32327747	End Date	06/30/18	Check Date	07/06/18	Sick Bal	36.57
SSN XXX-XX-XXXX	Gross Wages	1,626.59	Taxable YTD	14,046.23	Net Pay	1485.68	BIN	07243124

EARNINGS					DEDUCTIONS		
Pay Description	Hours	Rate	Amount	YTD Amount	Description	Current	YTD
REGULAR	78.94	14.00	1,105.16	12,952.52	Federal Income Tax		
RETRO PAY				263.43	Federal FICA Withheld	100.85	870.87
RETRO OT				0.77	Federal Medicare Withheld	23.59	203.67
PPD ADJR				104.50	CALIFORNIA WH		
OVERTIME	24.83	21.00	521.43	697.01	CALIFORNIA SDI EE	16.27	140.47
MEAL BR P				28.00			
Total	103.77		1,626.59			140.71	1,215.01

DETACH BEFORE DEPOSITING

Bank No.	Name of Bank / Saving & Loan	Account Number	Amount

DEPOSITED FOR:

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JESSICA M SHEEHAN

ABM Industry Groups, LLC

14141 Southwest Frwy, Suite 425 Sugar Land, TX 77478

Tel 713-776-5100

JESSICA M SHEEHAN		Company	00451	Begin Date	03/16/19	Check #	309106	Vacation Bal	
EE #	10477399	Bus Unit	32327747	End Date	03/31/19	Check Date	04/05/19	Sick Bal	33.63
SSN	XXX-XX-XXXX	Gross Wages	1,162.70	Taxable YTD	8,421.63	Net Pay	1062.12	BIN	07243124
EARNINGS					DEDUCTIONS				
Pay Description	Hours	Rate	Amount	YTD Amount	Description	Current	YTD		
REGULAR	82.69	14.00	1,157.66	7,763.28	Federal Income Tax				
OVERTIME	0.24	21.00	5.04	28.35	Federal FICA Withheld	72.09	522.14		
HOL NOT W				112.00	Federal Medicare Withheld	16.86	122.11		
HOL PAY O				168.00	CALIFORNIA WH				
MEAL BR P				14.00	CALIFORNIA SDI EE	11.63	84.22		
SICK PAY				336.00					
Total	82.93		1,162.70			100.58	728.47		

DETACH BEFORE DEPOSITING

Bank No	Name of Bank / Saving & Loan	Account Number	Amount

DEPOSITED FOR:

JESSICA M SHEEHAN

NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE

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JESSICA M SHEEHAN

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Sugar Land, TX 77478

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JESSICA M SHEEHAN		Company	00451	Begin Date	04/01/19	Check #	312013	Vacation Bal	
EE #	10477399	Bus Unit	32327747	End Date	04/15/19	Check Date	04/22/19	Sick Bal	36.28
SSN	XXX-XX-XXXX	Gross Wages	1,124.69	Taxable YTD	9,546.32	Net Pay	930.53	BTN	07243124
EARNINGS					DEDUCTIONS				
Pay Description	Hours	Rate	Amount	YTD Amount	Description	Current	YTD		
REGULAR	79.27	14.00	1,109.78	8,873.06	Federal Income Tax	96.88	96.88		
OVERTIME	0.71	21.00	14.91	43.26	Federal FICA Withheld	69.73	591.87		
HOL NOT W				112.00	Federal Medicare Withheld	16.31	138.42		
HOL PAY O				168.00	CALIFORNIA WH				
MEAL BR P				14.00	CALIFORNIA SDI EE	11.24	95.46		
SICK PAY				336.00					
Total	79.98		1,124.69			194.16	922.63		

DETACH BEFORE DEPOSITING

Bank No.	Name of Bank / Saving & Loan	Account Number	Amount

DEPOSITED FOR:

JESSICA M SHEEHAN

NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE

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00451 32327747 00451- 32327747-4096-4025

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JESSICA M SHEEHAN

Exhibit 4

FORMA DEL CONSENTIMIENTO DE FLSA

Conforme a las provisiones de 29 U.S.C. el § 216 (b), los estándares de trabajo justos actúa, yo consiente por este medio ser un demandante del partido a esta acción.

8/16/2018
Fecha

Isabel Artiga
Nombre de impresión
Isabel Artiga
Firma

FLSA CONSENT FORM

Pursuant to the provisions of 29 U.S.C. § 216(b), the Fair Labor Standards Act, I hereby consent to be a party plaintiff to this action.

05-02-19
Date

GABRIEL RODRIGUEZ
Print Name


Signature

FLSA CONSENT FORM

Pursuant to the provisions of 29 U.S.C. § 216(b), the Fair Labor Standards Act, I hereby consent to be a party plaintiff to this action.

5/2/19
Date

Jessica Sheehan
Print Name
[Signature]
Signature

FLSA CONSENT FORM

Pursuant to the provisions of 29 U.S.C. § 216(b), the Fair Labor Standards Act, I hereby consent to be a party plaintiff to this action.

1-8-2020
Date

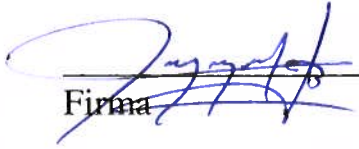
Lorenza R Torres
Lorenza R Torres L.R.T
Print Name
Lorenza R Torres
Signature

FORMA DEL CONSENTIMIENTO DE FLSA

Conforme a las provisiones de 29 U.S.C. el § 216 (b), los estándares de trabajo justos actúa, yo consiente por este medio ser un demandante del partido a esta acción.

Fecha

Nombre de impresión



Firma

FLSA CONSENT FORM

Pursuant to the provisions of 29 U.S.C. § 216(b), the Fair Labor Standards Act, I hereby consent to be a party plaintiff to this action.

11/12/19
Date

Mario Gil
Print Name

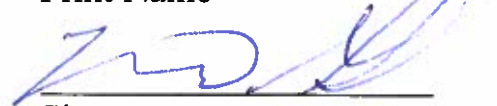

Signature

Exhibit B

Artiga et al v. ABM Industry Groups, LLC, Case No. 2:19-cv-06735-GW-RAO
UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION
NOTICE OF CLASS ACTION SETTLEMENT

You are not being sued. This notice affects your rights. Please read it carefully.

To: Former and current non-exempt hourly employees employed by ABM Industry Groups, LLC, and/or its predecessors, who worked in the State of California at any point from June 4, 2015, through _____ (the “Term Date”), and belong to one of the subclasses described below (“Class Members”).

On _____, the Honorable George H. Wu of the U.S. District Court, Central District of CA, Western Division, granted preliminary approval of this class action settlement and ordered the litigants to notify all Class Members of the settlement. The settlement also includes claims under the California Labor Code Private Attorneys General Act of 2004, Cal. Labor Code § 2698 *et seq.* (“PAGA”), on behalf of the State of California and other allegedly aggrieved employees. **You have received this notice because the records of Defendant ABM Industry Groups, LLC. indicate that you are a Class Member and/or an allegedly aggrieved employee under PAGA, and therefore entitled to a payment from the settlement.**

The Final Fairness Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at ____:00 ____m. on _____, 2021 in Department ____ of the U.S. District Court, Central District of CA, Western Division., located at _____. You are not required to attend the hearing, but you are welcome to do so.

Summary of the Litigation

Plaintiffs Isabel Artiga, Jessica Sheehan, Gabriel Rodriguez, Mario Ernesto Gil Canas, Jaime Mendoza and Lorenza Torres (together, “Plaintiffs”), on their behalf and on behalf of other current and former non-exempt employees, allege that ABM Industry groups, LLC, (“Defendant”) violated California state labor laws and have made the following claims for relief: (a) failure to pay wages, including minimum wages; (b) failure to pay overtime wages; (c) failure to provide proper meal periods, and to properly provide premium pay in lieu thereof (limited to the members of the Supervisor Meal and Rest Break Settlement Class); (d) failure to authorize and permit rest breaks, and to properly provide premium pay in lieu thereof (limited to the members of the Supervisor Meal and Rest Break Subclass); (e) improper and/or inaccurate wage statements; (f) waiting time penalties for untimely pay of wages at the conclusion of employment; (g) failure to provide employment records; (h) failure to provide written notice of paid sick leave available; (i) unfair business practices; (j) failure to comply with employee bond laws regarding uniform deposits; and (k) civil penalties under PAGA. Plaintiffs also allege violations under the Federal Fair Labor Standards Act (“FLSA”).

After the exchange of relevant information and evidence, the parties agreed to enter into settlement negotiations in an attempt to informally resolve the claims in the case. On March 18, 2021, the parties participated in mediation with Ninth Circuit Mediator Roxane G. Ashe, including additional settlement discussions afterwards. With Mediator Ashe’s guidance, the parties were able to negotiate a complete settlement of Plaintiffs’ claims

Counsel for Plaintiffs, and the attorneys appointed by the Court to represent Class Members, Harris & Ruble (“Class Counsel”), have investigated and researched the facts and circumstances underlying the issues raised in the case and the applicable law. While Class Counsel believe that the claims alleged in this lawsuit have merit, Class Counsel also recognize that the risk and expense of continued litigation justify settlement. Based on the foregoing, Class Counsel believe the proposed settlement is fair, adequate, reasonable, and in the best interests of Class Members.

Defendant has denied, and continues to deny, the factual and legal allegations in the case and believes that it has valid defenses to Plaintiffs’ claims. By agreeing to settle, Defendant is not admitting liability on any of the factual allegations or claims in the case or that the case can or should proceed as a class action. Defendant has agreed to settle the case as part of a compromise with Plaintiffs.

Summary of The Proposed Settlement Terms

Plaintiffs and Defendants have agreed to settle the underlying claims in exchange for a Total Settlement Amount of \$2,300,000.00. This amount is inclusive of: (1) payments to all Class Members who submit Claim Forms (“Qualified Claimants”); (2) Enhancement Awards of up to \$5,000 to each of the Plaintiffs; (3) up to \$765,900 to Class Counsel in attorneys fees and up to \$30,000 in litigation costs and expenses; (4) an allocation toward settlement of claims under PAGA (“PAGA Payment”), of which 75% will go to the California Labor and Workforce Development Agency (“LWDA”) and 25% will go to Qualified Claimants who are also alleged aggrieved employees under PAGA; and (5) reasonable Settlement Administrator’s fees and expenses currently estimated at \$74,000.

Payments to Qualified Claimants.

Subclass	Payment	Tax Treatment
<u>(1) New Hire Wage Class:</u> All non-exempt CA employees of ABM and its predecessors, who were hired during the period from 10/14/15 to the Term Date	\$21, plus another \$10 if you opt into the FLSA Collective Action	60% wages 40% interest
<u>(2) Wage Statement Settlement Subclass:</u> All non-exempt CA employees of ABM from 10/14/18 to the Term Date.	\$50	0% wages
<u>(3) Former Employee Uniform Deposit Settlement Subclass:</u> All CA employees of ABM and its predecessors, with uniform deposits on file, who separated between 6/4/15 and 5/7/21, the date ABM terminated its uniform deposit program.	\$50	0% wages
<u>(4) Current Employee Uniform Deposit Settlement Subclass:</u> All CA employees of ABM, with uniform deposits on file, who were active as of 5/7/21, the date ABM terminated its uniform deposit program.	Automatically a Qualified Claimant for the PAGA Settlement Group	0% wages
<u>(5) Supervisor Meal and Rest Break Settlement Subclass:</u> All non-exempt CA supervisors and leads of ABM and its predecessors, from 10/14/15 to the Term Date. “Supervisors and Leads” are defined as all non-exempt employees with the term “Manager,” “Supervisor,” “Lead” or “Foreperson” in their job description field according to ABM records.	\$20 per pay period worked.	60% wages 40% interest
<u>PAGA Settlement Group:</u> All CA allegedly aggrieved employees from 8/28/17 to the Term Date.	Equal share of 25% of the PAGA Payment.	0% wages

The PAGA Payment shall be no less than 10% of the Net Settlement Amount (Total Settlement Amount after deduction of payments to Plaintiffs, Class Counsel, and the Claims Administrator). If the claims made do not exhaust the Net Settlement Amount, the difference will be added to the PAGA Payment. In the event that the claims made by Qualified Claimants exceed the Net Settlement Amount, the payments to Qualified Claimants shall be reduced on a pro rata basis.

Taxes on Settlement Payments. IRS Forms W-2 and 1099 will be distributed to Qualified Claimants and the appropriate taxing authorities reflecting the payments they receive under the settlement. Qualified Claimants should consult their tax advisors concerning the tax consequences of the payments they receive under the Settlement.

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

Your Options Under the Settlement

Option 1 – Submit a Claim Form to be Eligible for Payment

If you want to receive money from the settlement, you must complete and sign the enclosed Claim Form. You need to complete the Claim Form and promptly mail or fax it to the Claims Administrator no later than _____. You can also file a claim online at _____.

Under **Option 1**, and if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement funds.

Option 2 – Opt Out of the Settlement

Class Members who do not wish to participate in the settlement may exclude themselves by submitting a written request to the Settlement Administrator stating that they received this Notice of Class Action Settlement, and desire to be excluded from the settlement. The written request for exclusion must include the Class Member's name, signature, address, telephone number, and last four digits of the Class Member's Social Security Number. Sign, date, and fax or mail the request for exclusion by First Class U.S. Mail or equivalent, to the address below.

Settlement Administrator
c/o _____

The Request for Exclusion must be postmarked or faxed not later than _____, 2021. If you submit a Request for Exclusion which is not postmarked or faxed by _____, 2021, your Request for Exclusion will be rejected, and you will be included in the settlement class.

If you choose **Option 2**, you will no longer be a Class Member, and you will:

- Not Receive a Payment from the Net Settlement Amount.
- Not release the Released Claims. However, if the Court grants final approval of the settlement, all claims for PAGA civil penalties that arise from or relate to the Released Claims during the period from August 28, 2017 through the Term Date will be released.

Option 3 – Object to the Settlement

All Class Members may object to the settlement if they find it unfair or unreasonable. Class Members who elect to object to the settlement should provide: (1) their full name, signature, address, telephone number, and dates of employment, (2) a written statement of all grounds for their objection accompanied by any legal support; (3) copies of any papers, briefs, or other documents upon which the objection is based; and (4) a statement about whether they intend to appear at the Final Fairness Hearing. The objection should be filed with the Court and mailed to Class Counsel and Counsel for Defendant:

Class Counsel: Alan Harris, Bar No. 146079 Priya Mohan, Bar No. 228984 HARRIS & RUBLE 655 North Central Ave. Glendale, California 91203 Telephone: (323) 962-3777 Facsimile: (323) 962-3004	Daniel F. Fears, Bar No. 110573 Laura Fleming, Bar No. 219287 Robert T. Matsuishi, Bar No. 259182 PAYNE & FEARS LLP 4 Park Plaza, Suite 1100 Irvine, California 92614 Telephone: (949) 851-1100 Facsimile: (949) 851-1212
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All objections must be filed by _____2021. Late objections may not be considered. By submitting an objection, you are not excluding yourself from the settlement. To exclude yourself from the settlement, you must follow the directions described above. Please note that you cannot both object to the settlement and exclude yourself. You must choose one option only.

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

You may also, if you wish, appear at the Final Fairness Hearing held at __:00 __.m. on _____, 2021 in Department ____ of the U.S. District Court, Central District of CA, Western Division., located at _____ and discuss your objection with the Court and the Parties at your own expense. You may also retain an attorney to represent you at the hearing. Due to COVID-19 restrictions, the hearing may proceed virtually. If this is the case, you may obtain instructions on how to make a virtual appearance via the Court's website: <https://www.cacd.uscourts.gov/honorable-george-h-wu>

If you choose **Option 3** and the Court overrules your objection or otherwise approves the settlement, you will still be entitled to the money from the settlement but only if you complete your Claim Form and postmark it by _____, as described in **Option 1**. Otherwise, if the Court overrules your objection, you will be deemed to have released the Released Claims and will not receive a payment from the settlement..

Option 4 – Do Not Do Anything

You may also do nothing in response to this notice. However, if you choose to do nothing, and if the Court grants final approval of the settlement, you will be deemed to have released the Released Claims even though you will not receive money from the settlement. If you do not want to be deemed to have released the Released Claims, you must exclude yourself from the settlement by following **Option 2**. If you want to receive money from the settlement, you must choose **Option 1**.

The Released Claims

Once the Court grants final approval of the settlement, all Class Members who do not choose **Option 2** ("Participating Class Members") will be deemed to have released or waived the following claims ("Released Claims"):

All causes of action and factual or legal theories/allegations that were alleged in the operative complaints in the Actions, or that could have been brought in the Actions based on those same factual or legal theories/allegations, against the Released Parties. This Release includes, but is not limited to, claims for violation of Labor Code sections 201-203, 204, 221, 226, 226(a) – (f), 226.7 (limited to the members of the Supervisor Meal and Rest Break Settlement Subclass), 227.3, 233, 234, 245, 245.5, 246, 246.5, 247.5, 403-406, 432, 510 (limited to claims of members of the New Hire Wage Subclass with respect to services performed during the same pay period[s] in which a new-hire orientation occurred), 512 (limited to the members of the Supervisor Meal and Rest Break Settlement Subclass), 558, 558.1, 1174.5, 1174(d), 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199; with respect to the limited overtime and meal and rest break claims released above, Code of Regulations, Title 8, Section 11090 (IWC Wage Order 9-2001); Business & Professions Code section 17200-17208; and the Fair Labor Standards Act with respect to those who opt in. Civil penalty claims, including those under Labor Code sections 210, 225.5, 226.3, 2698 *et seq.*, and 2699 are limited to the PAGA Settlement Group. This Release also includes, but is not limited to, the following claims for relief: (a) failure to pay wages, including minimum wages; (b) failure to pay overtime wages (limited to claims of members of the New Hire Wage Subclass with respect to services performed during the same pay period[s] in which a new-hire orientation occurred); (c) failure to provide proper meal periods, and to properly provide premium pay in lieu thereof (limited to the members of the Supervisor Meal and Rest Break Settlement Class); (d) failure to authorize and permit rest breaks, and to properly provide premium pay in lieu thereof (limited to the members of the Supervisor Meal and Rest Break Subclass); (e) improper and/or inaccurate wage statements; (f) waiting time penalties for untimely pay of wages at the conclusion of employment; (g) failure to provide employment records; (h) failure to provide written notice of paid sick leave available; (i) unfair business practices; (j) failure to comply with employee bond laws as alleged in the Actions; (k) civil penalties under the Private Attorneys General Act ("PAGA") within the scope of the PAGA letters submitted by Plaintiff in support of the Actions

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

(limited to the PAGA Settlement Group); and (l) all damages, penalties, restitution, attorneys' fees, interest, and other amounts recoverable in connection with the above legal authorities and/or claims for relief under local, California and federal law. The "Released Parties" includes Defendant, and its past, present and/or future, direct and/or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers, including but not limited to ABM Industry Groups, LLC and ABM Industries Incorporated, but only with respect to Released Claims alleged by employees of ABM Industry Groups, LLC.

Additional Information

This Notice of Class Action Settlement is only a summary of the case and the settlement. For a more detailed statement of the matters involved in the case and the settlement, you may refer to the pleadings, the settlement agreement, and other papers filed in the case. You may access the Court's docket, pleadings, and files through the PACER, available at: <https://pacer.uscourts.gov/>.

Please note that date and/or time of the Final Fairness Hearing may change without notice. You should check the Court's calendar using the PACER link above for more information on any such updates. All inquiries by Class Members regarding this Class Notice and/or the settlement should be directed to the Settlement Administrator or Class Counsel.

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, OR DEFENDANT'S ATTORNEYS WITH INQUIRIES.

CLAIM FORM
Return This Form to Receive Your Settlement Payment

MAIL OR FAX TO:

Artiga, et al v. ABM Industry Groups, LLC

c/o Claims Administrator

[ADDRESS]

Fax: (***) ***-****

Website:

You must submit a valid and timely Claim Form to become a Qualified Claimant and receive a settlement payment. Your Claim Form must be completed and received by fax or postmarked on or before _____, or it will be rejected. You may also submit your Claim Form online at _____.

You are responsible for maintaining a copy of the fully completed Claim Form and proof of fax or mailing. If you move, please inform the Claims Administrator of your new address. It is your responsibility to keep a current address on file with the Claims Administrator.

Calculation of Settlement Payments: Each Qualified Claimant's share of the Net Settlement Amount shall be based upon membership in one of five subclasses: (1) New Hire Wage Subclass; (2) Wage Statement Subclass; (3) Former Employee Uniform Deposit Subclass; (4) Current Employee Uniform Deposit Subclass; and (5) Supervisor Meal and Rest Break Subclass. Qualified Claimants may also be eligible for an additional payment under the California Labor Code Private Attorneys General Act of 2004, Cal. Labor Code § 2698 et seq. ("PAGA").

According to Company records, you are a member of the _____ Subclass(es). Please see the attached Notice for your payment(s) under the Settlement.

[For members of the New Hire Wage Subclass: Initial here _____ to opt into the FLSA Collective Action.]

[For members of the Supervisor Meal and Rest Break Subclass: According to Company records, you worked _____ pay periods for the Company.]

If you dispute the Company records stated above, the Company's records will control unless you are able to provide documentation with this Claim Form that establishes otherwise. If there is a dispute about whether the Company's information or yours is accurate, and the dispute cannot be resolved informally, the dispute will be resolved by the Claims Administrator. Such a determination by the Claims Administrator will be final and binding with no opportunity for further appeal.

Sign your name here

Date

Print your name here

SSN:

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(Enter the last four digits of your
Social Security Number only)

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

Exhibit C

1 Alan Harris (SBN 146079)
2 Priya Mohan (SBN 228984)
3 HARRIS & RUBLE
4 655 North Central Ave.
5 Glendale, California 91203
6 Telephone: (323) 962-3777
7 Facsimile: (323) 962-3004
8 E-Mail: aharris@harrisandruble.com
9 pmohan@harrisandruble.com

10 Attorneys for Plaintiffs

11 [ADDITIONAL COUNSEL ON
12 FOLLOWING PAGE]

13 **UNITED STATES DISTRICT COURT**
14 **CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION**

15 ISABEL ARTIGA, GABRIEL
16 RODRIGUEZ, and JESSICA
17 SHEEHAN, individually and on behalf
18 of all others similarly situated,

19 Plaintiff,

20 v.

21 ABM INDUSTRY GROUPS, LLC, a
22 Delaware Limited Liability Company,
23 and DOE ONE through and including
24 DOE TEN,

25 Defendants.

26 ABM INDUSTRY GROUPS, LLC, a
27 Delaware Limited Liability Company

28 Counter-Claimant,

v.

I. ARTIGA, an individual, and ROES 1
through 10,

Counter-Defendants.

Case No. 2:19-cv-06735-GW-RAO
Hon. Judge George H. Wu

(Removed from Los Angeles Superior
Court, Case No. 19STCV19268)

**[PROPOSED] ORDER GRANTING
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
AND PAGA SETTLEMENT**

Action Filed: June 4, 2019
Trial Date: None Set

1 Daniel F. Fears, Bar No. 110573
2 Laura Fleming, Bar No. 219287
3 Robert T. Matsuishi, Bar No. 259182

4 PAYNE & FEARS LLP

5 Attorneys at Law

6 4 Park Plaza, Suite 1100

7 Irvine, California 92614

8 Telephone: (949) 851-1100

9 Facsimile: (949) 851-1212

10 E-Mail: dff@paynefears.com

11 lf@paynefears.com

12 rtm@paynefears.com

13 Attorneys for Defendant and Counter-
14 Claimant ABM INDUSTRY GROUPS,
15 LLC
16
17
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23
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1 **[PROPOSED] ORDER**

2

3 On _____, this Court conducted a hearing on Plaintiffs' Motion for

4 Preliminary Approval of the Class Action and PAGA Settlement (the "Motion"). Having

5 considered the Motion and the points and authorities submitted in support of the Motion,

6 including the Joint Stipulation re Class Action Settlement ("Settlement Agreement" or

7 "Settlement") and exhibits, and **GOOD CAUSE** appearing, **IT IS HEREBY**

8 **ORDERED** that the Motion is **GRANTED**, subject to the following findings and orders:

9 1. This Order incorporates by reference the Settlement Agreement, and unless

10 indicated otherwise, all capitalized terms used herein will have the same meaning as set

11 forth in the Settlement Agreement.

12 2. The Settlement Class Members shall be conditionally certified for settlement

13 purposes only and shall consist of five subclasses:

- 14 a. New Hire Wage Subclass, defined as all current and former non-
- 15 exempt California employees of ABM and its predecessors, who were
- 16 hired during the period 10/14/15 to the Settlement End Date.
- 17 b. Wage Statement Subclass, defined as all current and former non-
- 18 exempt California employees of ABM from 10/14/18 to the
- 19 Settlement End Date.
- 20 c. Former Employee Uniform Deposit Subclass, defined as all
- 21 California employees of ABM and its predecessors, with uniform
- 22 deposits on file at the time of separation, who separated between June
- 23 4, 2015 and May 7, 2021.
- 24 d. Current Employee Uniform Deposit Subclass, defined as all
- 25 California employees of ABM, with uniform deposits on file, who
- 26 were active as of 5/7/21.
- 27 e. Supervisor Meal and Rest Break Subclass, defined as all current and
- 28

1 former non-exempt California employees of ABM, from 10/14/2015
2 to the Settlement End Date, whose job position included the title
3 “Manager,” “Supervisor,” “Lead,” or “Foreperson,” according to
4 ABM records.

5 The “Settlement Class Members” definition specifically excludes the approximately 100
6 ABM “Event Tech” employees who are the subject of the Romero-Abrego v. ABM
7 Industries, Inc., litigation pending in the San Mateo Superior Court, Case No. 20-CIV-
8 04089 (filed Sept. 22, 2020).

9 3. The class action settlement set forth in the Settlement Agreement, entered
10 into among the Parties and their counsel, is preliminarily approved as it appears to be
11 proper, to fall within the range of reasonableness, to be the product of arm’s-length and
12 informed negotiations, to treat all Settlement Class Members fairly, and to be
13 presumptively valid, subject only to any objections that may be raised at or before the final
14 approval hearing.

15 4. The Court further finds that Plaintiffs conducted extensive investigation and
16 research, and that they were able to reasonably evaluate their positions and the strengths
17 and weaknesses of their claims and their ability to certify them. Plaintiffs have provided
18 the Court with enough information about the nature and magnitude of the claims being
19 settled, as well as the impediments to recovery, to make an independent assessment of the
20 reasonableness of the terms to which the Parties have agreed.

21 5. The Court also finds that settlement now will avoid additional and potentially
22 substantial litigation costs, as well as delay and risks if the Parties were to continue to
23 litigate the Action.

24 6. The Court preliminarily approves the Settlement Agreement, including all
25 the terms and conditions set forth therein and the Total Settlement Amount and allocation
26 of payments.

27 7. The Total Settlement Amount of the Settlement Agreement shall be
28

1 \$2,300,000.00. The Total Settlement Amount is a common fund, non-reversionary
2 amount. Defendant will not be held responsible for paying any amount over and above the
3 Total Settlement Amount, other than employer-side payroll taxes associated with wage
4 payments to Qualified Claimants. Out of the Total Settlement Amount will come (1)
5 distributions to Qualified Claimants; (2) the PAGA Allocation as defined in the Settlement
6 Agreement; (3) the PAGA / Class Counsel Attorneys' Fee Award and Costs; (4)
7 settlement administration fees and costs, and (5) enhancement payments to the PAGA /
8 Class Representatives, including consideration for general releases.

9 8. The rights of any potential dissenters to the proposed Settlement are
10 adequately protected in that they may exclude themselves from the Settlement and proceed
11 with any alleged claims they may have against Defendant, or they may object to the
12 Settlement and appear before this Court. However, to do so they must follow the
13 procedures outlined in the Settlement Agreement and Notice of Class Action Settlement.

14 9. The Court approves, as to form and content, the proposed Notice of Class
15 Action Settlement ("Notice Packet").

16 10. The Court directs the mailing, by first-class regular U.S. mail, of the Notice
17 Packet to Settlement Class Members in accordance with the schedule set forth below and
18 the other procedures described in the Settlement Agreement. The Court finds that the
19 method selected for communicating the preliminary approval of the Settlement Agreement
20 to Settlement Class Members is the best notice practicable under the circumstances,
21 constitutes due and sufficient notice to all persons entitled to notice, and thereby satisfies
22 due process.

23 11. Plaintiffs Isabel Artiga, Jessica Sheehan, and Gabriel Rodriguez, Mario
24 Ernesto Gil Canas, Jaime Mendoza, and Lorenza Torres will serve as the PAGA / Class
25 Representatives for Settlement Class Members and PAGA Settlement Group Members.

26 12. The Court appoints Harris & Ruble as PAGA / Class Counsel. The Court
27 finds that counsel has demonstrable experience litigating, certifying, and settling class
28

actions, and will serve as adequate counsel for the Class conditionally certified by this Order.

13. The Court approves and appoints CPT Group as the Settlement Administrator.

14. The following dates shall govern for purposes of this Settlement:

Date	Event
_____(or, 21 calendar days after the Court grants preliminary approval of the Settlement Agreement, if later)	Last day for Defendant to provide the Settlement Administrator with data for the Settlement Class Members and PAGA Settlement Group Members per the Settlement Agreement.
_____(or, 14 calendar days after Defendant produces the class data, if later)	Last day for the Settlement Administrator to mail Notice Packets to all Settlement Class Members and PAGA Settlement Group Members.
_____(or, 60 calendar days after the Settlement Administrator mails the Notice Packets, if later)	Last day for Settlement Class Members to submit Requests for Exclusion or Objections to the Settlement.
At least 7 calendar days prior to the deadline for Plaintiffs to file the Final Settlement Papers	Last Day for Plaintiffs to submit the Final Settlement Papers to Defendant.
_____	Last day for Plaintiffs to file the Final Settlement Papers.
_____ at _____ a.m./p.m.	Hearing on Motion for Final Approval of Class Action Settlement and Motion for Attorneys' Fees, Costs, and Enhancement Awards.

15. The Court expressly reserves the right to continue or adjourn the final approval hearing without further notice to the Class Members.

IT IS SO ORDERED.

Dated: _____

Hon. George H. Wu
U.S. District Court Judge

4819-4049-8934, v. 1

Exhibit D

Alan Harris (SBN 146079)
Priya Mohan (SBN 228984)
HARRIS & RUBLE
655 North Central Ave., 17th Flo
Glendale, California 91203
Telephone: (323) 962-3777
Facsimile: (323) 962-3004
aharris@harrisandruble.com
pmohan@harrisandruble.com
Attorneys for Plaintiff I. Artiga

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

I. ARTIGA, individually and on behalf of
all others similarly situated, ,

Plaintiff,

v.

ABM INDUSTRY GROUPS, LLC, a
Delaware Limited Liability Company, and
DOE ONE through and including DOE
TEN,

Defendants.

Case No.

COMPLAINT

*[PAGA Law Enforcement and Class
Action Complaint]*

1. Failure to Make Security Deposits
Cal. Lab. Code §§ 403, 404, 405, 406
and IWC Wage Order 9, Sec.9(c)
2. Failure to Provide Adequate Pay
Stubs Labor Code § 226(a)
3. Failure to Pay Minimum Wage, Los
Angeles County Minimum Wage
Ordinance, Los Angeles County
Code of Ordinances, Title 8, Div. 4,
Chapter 8.100, § 8.100.040 *et seq.*
4. Failure to Pay Overtime Wages Cal.
Lab. Code §§ 510 and 1194
5. Continuing Wages, Cal. Lab. Code §
203
6. Failure to Provide Employment
Records Upon Request. Cal. Lab.
Code § 226
7. Failure to Provide Employment
Records Upon Request, Cal. Lab.
Code § 1198.5
8. Violation of Cal. Bus. & Prof. Code
§ 17200 *et seq.*
9. Civil Penalties, Pursuant to Cal. Lab.
Code § 2698 *et seq.*

DEMAND FOR JURY TRIAL

1 I. Artiga, ("Artiga" or "Plaintiff"), on behalf of herself as an individual and in her
2 representative capacity, and on behalf of the State of California Labor & Workforce
3 Development Agency ("LWDA") under the Labor Code Private Attorneys General Act
4 of 2004 ("PAGA"), California Labor Code ("Labor Code") § 2698 *et seq.* alleges as
5 follows:

6 ***JURISDICTION AND VENUE***

7 1. This is a civil action and law enforcement action under PAGA seeking
8 unpaid wages, damages, penalties and attorneys' fees and costs, all according to proof,
9 against Defendant ABM Industry Groups, LLC ("ABM"). This action alleges that ABM,
10 *inter alia*, (1) collected unlawful deductions from employees; (2) failed to pay Plaintiff
11 and aggrieved employees minimum wages; (3) failed to timely pay Plaintiff all of her
12 wages due at the termination of her employment; and (4) engaged in unfair, unlawful,
13 and/or fraudulent business practices in violation of California law to the detriment of
14 aggrieved employees and the general public. On August 28, 2018, Plaintiff provided
15 statutory notice to the California Labor and Workforce Development Agency of the
16 claims set forth in this complaint and to Defendant ABM.

17 2. Pursuant to California Code of Civil Procedure section 382, Plaintiff also
18 brings this case individually and as a class action on behalf of similarly situated
19 individuals who have been employed by ABM as hourly, non-exempt workers in
20 California (collectively referred to as "Aggrieved Employees") since four years prior to
21 the filing of this Complaint.

22 3. Venue as to Defendant is proper in this judicial district, pursuant to
23 California Business & Professions Code section 17203 and California Code of Civil
24 Procedure sections 395(a) and 395.5. Defendant maintains an office, transacts business,
25 has an agent, or is found in the County of Los Angeles and is within the jurisdiction of
26 this Court for purposes of service of process. The unlawful acts alleged herein had a
27 direct effect on and were committed within the State of California.

1 ***PARTIES AND SUBSTANTIVE ALLEGATIONS***

2 4. Plaintiff Artiga is an individual during the time periods relevant to this
3 Complaint, was and is a resident of the County of Los Angeles, State of California.
4 Artiga was employed by Defendant ABM in the County of Los Angeles, State of
5 California during the relevant period. Plaintiff brings this action on behalf of herself, on
6 behalf of all others similarly situated, and pursuant to California Business and
7 Professions Code section 17200 *et seq.*

8 5. Plaintiff is informed and believes, and based thereon alleges, that ABM is a
9 company that conducts significant amounts of business within Los Angeles County.
10 ABM touts itself as a leading provider of integrated facility solutions. Among the
11 services it provides, ABM provides parking valet and transportation services to clients
12 across the United States, including California and Los Angeles County. Beginning on or
13 about January 20, 2012 and throughout the relevant period, until July, 2018, Plaintiff was
14 employed by ABM as a parking attendant in various locations in Los Angeles County.

15 6. Plaintiff contends that Defendant failed to provide her and other aggrieved
16 employees with adequate pay stubs. In this regard, section 226 of the California Labor
17 Code provides:

18 (a) Every employer shall, semimonthly or at the time of each
19 payment of wages, furnish each of his or her employees, either as a
20 detachable part of the check, draft, or voucher paying the employee's wages,
21 or separately when wages are paid by personal check or cash, an itemized
22 statement in writing showing (1) gross wages earned, (2) total hours worked
23 by the employee, except for any employee whose compensation is solely
24 based on a salary and who is exempt from payment of overtime under
25 subdivision (a) of Section 515 or any applicable order of the Industrial
26 Welfare Commission, (3) the number of piece-rate units earned and any
27 applicable piece rate if the employee is paid on a piece-rate basis, (4) all
28 deductions, provided, that all deductions made on written orders of the

1 employee may be aggregated and shown as one item, (5) net wages earned,
2 (6) the inclusive dates of the period for which the employee is paid, (7) the
3 name of the employee and his or her social security number, (8) the name
4 and address of the legal entity that is the employer, and (9) all applicable
5 hourly rates in effect during the pay period and the corresponding number of
6 hours worked at each hourly rate by the employee and . . . The deductions
7 made from payments of wages shall be recorded in ink or other indelible
8 form, properly dated, showing the month, day, and year, and a copy of the
9 statement or a record of the deductions shall be kept on file by the employer
10 for at least three years at the place of employment or at a central location
11 within the State of California.

12

13 (e) An employee suffering injury as a result of a knowing and
14 intentional failure by an employer to comply with subdivision (a) is entitled
15 to recover the greater of all actual damages or fifty dollars (\$50) for the
16 initial pay period in which a violation occurs and one hundred dollars (\$100)
17 per employee for each violation in a subsequent pay period, not exceeding
18 an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an
19 award of costs and reasonable attorney's fees.

20 Cal. Lab. Code § 226.

21 7. On information and belief, Plaintiff contends that Defendant failed to
22 provide Plaintiff and Aggrieved Employees with the data required by section 226 of the
23 California Labor Code. Attached hereto as **Exhibit 1** are true and correct copies of
24 certain of Plaintiff's wage statements. Plaintiff is a former employee of the Defendant.
25 Exhibit 1 hereto shows that Defendant fail to include all applicable hourly rates in effect
26 during the pay period and the corresponding number of hours worked at each hourly rate
27 by the employee. For instance, Exhibit 1 contains two wage statements. Exhibit 1, page
28 1 is a wage statement bearing the check date July 13, 2018 and page 2 is a wage

1 statement bearing the check date July 20, 2018. Each of these wage statements purports
2 to be for payment of wages earned during the period July 1, 2018 through July 15, 2018.
3 The discrepancies between these wage statements show that the information provided to
4 Plaintiff regarding the wage rates, inclusive dates of the period and hours worked was not
5 accurate. ABM's failure to provide the correct information on these wage statements has
6 caused confusion by making it impossible for Plaintiff to determine whether or not she
7 has been paid correctly. In addition to subjecting ABM to the damages specified in
8 section 226(e), ABM's failure to provide such information subjects it to civil penalties.
9 See Cal. Lab. Code §§ 226.3, 2698 *et seq.*; 8 Cal. Code Regs. 11090 § 20.

10 8. On information and belief, Plaintiff contends that Defendant failed to
11 provide Plaintiff and Aggrieved Employees with minimum wages and overtime. For
12 instance, Exhibit 1, page 2 (the July 20, 2018 wage statement) indicates that Plaintiff
13 worked 40 hours at a straight time rate of \$12.60 and .08 hours at a overtime rate of
14 \$18.90. The Los Angeles County Minimum Wage Ordinance mandated that as of July 1,
15 2018, any employer who employed more than 26 employees was required to pay a
16 minimum wage rate of \$13.25 per hour. ABM employed more than 26 employees and
17 was subject to this minimum wage requirement. The July 20, 2018 wage statement
18 shows that Plaintiff was not paid the correct minimum wage for the hours worked.

19 9. Plaintiff also contends that Defendant unlawfully deducted uniform deposits
20 from the paychecks of Plaintiff and Aggrieved Employees in violation of California
21 Labor Code section 221. In addition to subjecting ABM to damages, ABM's unlawful
22 deductions subject it to civil penalties. See Cal. Lab. Code § 225.5.

23 10. Defendant is liable to Plaintiff and former employees for continuing wages
24 pursuant to sections 201 through 203 of the Labor Code. Section 201 of the Labor Code
25 states that, "[i]f an employer discharges an employee, the wages earned and unpaid at the
26 time of discharge are due and payable immediately." Cal. Lab. Code § 201(a). Similarly,
27 section 202 of the Labor Code provides that, "[i]f an employee . . . quits his or her
28 employment, his or her wages shall become due and payable not later than 72 hours

1 thereafter, unless the employee has given 72 hours previous notice of his or her intention
2 to quit, in which case the employee is entitled to his or her wages at the time of quitting.”
3 Id. § 202(a). According to section 203 of the Labor Code, “[i]f an employer willfully
4 fails to pay, without abatement or reduction, in accordance with Sections 201[or] 202 . . .
5 any wages of an employee who is discharged or who quits, the wages of the employee
6 shall continue as a penalty from the due date thereof at the same rate until paid or until an
7 action therefor is commenced; but the wages shall not continue for more than 30 days.”
8 Id. § 203(a). In addition to subjecting Defendant to damages, Defendant’s failure to
9 timely pay all outstanding wages upon the termination of employment subjects it to civil
10 penalties. See Cal. Lab. Code § 2698 *et seq.* Defendant did not pay all wages due and
11 owing to Plaintiff within the statutorily required time period.

12 11. Plaintiff and Aggrieved Employees were injured by such actions and are
13 therefor entitled to seek the amounts as set forth in Labor Code section 226 subsections
14 (e)–(f), and penalties pursuant to Cal. Lab. Code § 558. Present section 558.1 of the
15 California Labor Code in part provides:

16 (a) Any employer or other person acting on behalf of an employer, who
17 violates, or causes to be violated, any provision regulating minimum wages
18 or hours and days of work in any order of the Industrial Welfare
19 Commission, or violates, or causes to be violated, Sections 203, 226, 226.7,
20 1193.6, 1194, or 2802, may be held liable as the employer for such violation.

21 (b) For purposes of this section, the term “other person acting on behalf of
22 an employer” is limited to a natural person who is an owner, director,
23 officer, or managing agent of the employer, and the term “managing agent”
24 has the same meaning as in subdivision (b) of Section 3294 of the Civil
25 Code.

26 12. After July 1, 2018, the Los Angeles County Minimum Wage Ordinance
27 required Defendant to pay Plaintiff and Aggrieved Employees a minimum wage of at
28 least \$13.25 per hour. Section 8.101.170 of the Los Angeles County Minimum Wage

1 Ordinance provides that:

2 Any Employee aggrieved by a violation of Chapter 8.100 or this Chapter,
3 the County, or any other person or entity acting on behalf of the public as
4 provided for under applicable State law, may bring a civil action in a court
5 of competent jurisdiction against the Employer violating Chapter 8.100 or
6 this Chapter and, upon prevailing, shall be entitled to such legal or equitable
7 relief as may be appropriate to remedy the violation including, without
8 limitation, the payment of any back wages unlawfully withheld, the payment
9 of fines in the amount of \$100 to each Employee whose rights under Chapter
10 8.100 or this Chapter were violated for each day that the violation occurred
11 or continued, reinstatement in employment and/or injunctive relief, and shall
12 be awarded reasonable attorneys' fees and costs. Any person or entity
13 enforcing Chapter 8.100 or this Chapter on behalf of the public as provided
14 for under applicable State law, upon prevailing, shall be entitled only to
15 equitable, injunctive or restitutionary relief, and reasonable attorneys' fees
16 and costs.

17 Los Angeles County Minimum Wage Ordinance, Section 8.101.170(B).

18 13. At all times relevant hereto, sections 510, 1194, and 1198 of the California
19 Labor Code required (1) the payment of at least the minimum wage, (2) the
20 payment of wages equal to one-and-one-half times an employee's regular rate of pay for
21 all hours worked in excess of eight per day or forty per week, and (3) the payment of
22 wages equal to double the employee's regular rate of pay for all hours worked in
23 excess of twelve per day and for all hours worked in excess of eight on the seventh day
24 of work in any one workweek.

25 14. At all relevant times mentioned herein, section 510 of the California Labor
26 Code provided, in relevant part:

27 Eight hours of labor constitutes a day's work. Any work in excess of eight
28 hours in one workday and any work in excess of 40 hours in any one

workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one-and-one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee. Nothing in this section requires an employer to combine more than one rate of overtime compensation in order to calculate the amount to be paid to an employee for any hour of overtime work. The requirements of this section do not apply to the payment of overtime compensation to an employee working pursuant to any of the following: (1) An alternative workweek schedule adopted pursuant to Section 511. (2) An alternative workweek schedule adopted pursuant to a collective bargaining agreement pursuant to Section 514.

Cal. Lab. Code § 510(a).

15. At all relevant times mentioned herein, section 1194 of the California Labor Code provided, in relevant part:

Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit.

Id. § 1194(a).

16. With regard to the employment of Plaintiff as described above, the provisions of subparagraphs (1) and (2) of section 510 of the California Labor Code were inapplicable in that no alternative workweek schedule had been adopted.

1 17. Plaintiff worked for Defendant during the relevant period. Plaintiff is
2 informed and believes and based thereon allege that, as a matter of uniform company
3 policy, from July 1, 2018 and for a period of time thereafter, Aggrieved Employees who
4 worked for Defendant in Los Angeles County and who worked in excess of eight hours a
5 day and/or forty hours a week were not paid proper overtime compensation for all such
6 hours worked, insofar as Defendant failed to use the correct regular rate when computing
7 overtime wages.

8 18. Plaintiff is informed and believes, and based thereon alleges, that
9 Defendant's labor practices and all other aspects of its operations, as well as the job
10 duties of Aggrieved Employees, are stringently controlled and monitored pursuant to
11 uniform standards established by Defendant that apply throughout the company and
12 certainly throughout Los Angeles County and California. Plaintiff is informed and
13 believes, and based thereon alleges, that Defendant requires compliance with detailed
14 standards for completing assigned tasks and running its operations. As a result,
15 Defendant's Aggrieved Employees in California are subject to uniform policies with
16 respect to the violations alleged herein and cause Aggrieved Employees to be similarly
17 situated regardless of location and position.

18 19. Plaintiff is further informed and believes that Defendant uniformly applies
19 policies and procedures to all Aggrieved Employees with respect to the maintenance of
20 employment records. As a direct and proximate result of the unlawful actions of
21 Defendant, as alleged herein above and below, Plaintiffs and Class Members have
22 suffered and continue to suffer damages.

23 20. **Unfair Competition.** Through the violations described in this Complaint,
24 Defendant has gained a decided advantage over competitors that abide by California's
25 laws relating to wage statements, employee security deposits, timely payment of final
26 wages, and minimum wage and overtime laws. Defendant's unlawful practices constitute
27 unfair competition. Section 17200 *et seq.* of the California Business and Professions
28 Code prohibits such unfair competition.

1 **CLASS-ACTION ALLEGATIONS**

2 21. Plaintiff brings the first through sixth causes of action below on a class-wide
3 basis pursuant to section 382 of the California Code of Civil Procedure. Plaintiff seeks to
4 represent all individuals who, at any time since four years prior to the filing of this
5 Complaint to date, were or have been employed by Defendant in the State of California
6 as a non-exempt, hourly worker (the "Class"). Plaintiff also seeks to represent the
7 following subclasses: (1) All individuals who, at any time since one year prior to the
8 filing of this Complaint to date, were or have been employed by Defendant in the State of
9 California as a non-exempt, hourly worker (the "Wage Statement Subclass"); (2) All
10 individuals who, at any time since July 1, 2018 to date, were or have been employed by
11 Defendant in Los Angeles County as a non-exempt, hourly worker (the "Minimum Wage
12 and Overtime Subclass"); (3) All individuals employed by Defendant in California whose
13 employment with Defendant terminated due to discharge or quitting at any time since
14 four years prior to the filing of this Complaint to date (the "Former Employee Subclass").

15 22. The proposed Class and Subclasses are ascertainable in that its Members can
16 be identified using the information contained in Defendant's payroll and personnel
17 records.

18 23. The Members of the Class and Subclasses are sufficiently numerous in that
19 joinder of all such Members would be impracticable. Further, the disposition of the
20 claims of the Class and Subclasses in a class action will provide substantial benefits to
21 both the parties and the Court.

22 24. The provisions of the California Labor Code upon which Plaintiffs base their
23 claims are broadly remedial in nature. These laws and labor standards serve an important
24 public interest in establishing minimum working conditions and standards in California.
25 These laws and labor standards protect the average working employee from exploitation
26 by employers who may seek to take advantage of superior economic and bargaining
27 power in setting onerous terms and conditions on employment.
28

1 25. The nature of this action and the laws available to Plaintiffs and Class
2 Members make the class-action format a particularly efficient and appropriate procedure
3 to redress the wrongs alleged herein. Further, this case involves a large corporate
4 defendant and a large number of individual employees with many relatively small claims.
5 If each employee were required to file an individual lawsuit, ABM would necessarily
6 gain an unconscionable advantage because it would be able to exploit and overwhelm the
7 limited resources of each individual plaintiff with its vastly superior legal and financial
8 resources.

9 26. Requiring each Class Member to pursue an individual remedy would also
10 discourage the assertion of lawful claims by employees who would be disinclined to file
11 an action against their former and/or current employer for real and justifiable fear of
12 retaliation and permanent damage to their careers with respect to subsequent
13 employment.

14 27. Moreover, the prosecution of separate actions by individual Class Members
15 would create a substantial risk of inconsistent or varying adjudications with respect to
16 individual Class Members against the Defendant.

17 28. There is a well-defined community of interest in the questions of law and
18 fact involved affecting the parties to be represented. The questions of law and fact
19 common to the Class predominate over questions that may impact individual Class
20 Members. These common questions include but are not limited to, the following:

21 (a) Whether Defendant's practice of deducting uniform deposits from the
22 paychecks of employees is unlawful;

23 (b) Whether Defendant violated the Los Angeles County Minimum Wage
24 Ordinance by failing to pay employees the mandated hourly rate;

25 (c) Whether Defendant implemented and engaged in a systematic practice under
26 which it improperly calculated employees' overtime wages;

27 (d) Whether Defendant failed to provide employees with adequate paystubs in
28 accordance with California Labor Code Airport Agents §226(a);

1 (e) Whether Defendant failed to timely provide quitting or terminated employees
2 their final wages;

3 (f) Whether Defendant's conduct constituted an illegal, unfair, or deceptive
4 business practice;

5 (g) Whether Plaintiff and Class Members are entitled to statutory damages,
6 restitution, and/or penalties.

7 29. Proof of a common business practice or factual pattern that Plaintiffs
8 experienced is representative of that experienced by the Class and will establish the right
9 of each Class Member to recover on the causes of action alleged.

10 30. Such a pattern, practice, and uniform administration of illegal corporate
11 policies with respect to employee compensation, as described herein, creates an
12 entitlement in common for Plaintiff and Class Members to recover in a civil action the
13 unpaid balance of the full amount of the compensation owing, including interest thereon,
14 reasonable attorney's fees, and costs of suit according to the mandate of the California
15 Labor Code section 218.5.

16 31. Furthermore, Plaintiff and Class Members are entitled in common to
17 restitution and disgorgement of funds withheld improperly by Defendant ABM.
18 Accordingly, Plaintiff on behalf of Class Members will seek the creation of a common
19 fund made up of the aforementioned damages.

20 32. Plaintiff assert claims that are typical of those of the Class Members because
21 she were employed by ABM in California, she were subjected to ABM's uniform policies
22 and procedures, and she were similarly injured as a result of ABM's actions.

23 33. Plaintiff will fairly and adequately represent and protect the interests of the
24 Class Members in that she has no disabling conflicts of interest that would be
25 antagonistic to other Class Members. Moreover, Plaintiff seeks relief that is not
26 antagonistic or adverse to the Class Members in that the infringement of her rights and
27 the damages that she suffered are typical of all other Class Members. Additionally,
28

1 Plaintiff has retained counsel who are competent and experienced in class-action
2 litigation.

3 34. Plaintiff and Class Members have all similarly suffered irreparable harm and
4 damages as a result of Defendant's unlawful and wrongful conduct. This action will
5 provide substantial benefits to both the Class and the public because, absent this action,
6 Defendant's unlawful conduct will continue un-remedied and uncorrected.

7 ***FIRST CLAIM FOR RELIEF***

8 *(Failure to Make Security Deposits Pursuant to California Labor Code §§ 403, 404, and*
9 *405 and in Violation of IWC Wage Order 9, Sec. 9(c)*

10 *(Claim by Plaintiff and the Class against Defendant ABM)*

11 35. Plaintiff repeats and re-alleges the preceding paragraphs as if fully set forth
12 herein.

13 36. Wage Order 9 provides, in part:

14 (C) A reasonable deposit may be required as security for the return of the
15 items furnished by the employer under provisions of subsections (A) and (B)
16 of this section upon issuance of a receipt to the employee for such deposit.
17 Such deposits shall be made pursuant to Section 400 and following of the
18 Labor Code or an employer with the prior written authorization of the
19 employee may deduct from the employee's last check the cost of an item
20 furnished pursuant to (A) and (B) above in the event said item is not
21 returned. No deduction shall be made at any time for normal wear and tear.
22 All items furnished by the employer shall be returned by the employee upon
23 completion of the job.

24 Wage Order 9, ¶9(C). Defendant ABM's practice of taking uniform deductions from
25 Plaintiff's and members of the Class's paychecks violates California Labor Code § 403,
26 404, and 405. Plaintiff is informed and believes and based thereon alleges that Defendant
27 ABM commingled the earned but unpaid wages of Plaintiff and the Class with other
28 funds of ABM in violation of Labor Code § 405. ABM failed and refused to pay interest

1 to workers on the return of such deposits.

2 37. Plaintiff and the Class are entitled to a declaratory judgment that Defendant
3 ABM's practices violate Labor Code §§403, 404 and 405.

4 ***SECOND CLAIM FOR RELIEF***

5 *Failure to Provide Adequate Pay Stubs*

6 *In Violation of California Labor Code § 226*

7 *(Claim by Plaintiff and the Wage Statement Subclass and against Defendant ABM)*

8 38. Plaintiff repeats and re-alleges the preceding paragraphs as if fully set forth
9 herein.

10 39. The California Labor Code requires employers to furnish each employee
11 with an itemized statement on a semi-monthly basis or with each paycheck showing the
12 gross wages earned, net wages earned, and all applicable deductions. See Cal. Lab. Code
13 § 226(a).

14 40. Defendant failed to timely provide Plaintiff and Wage Statement Subclass
15 Members with wage statements conforming to the requirements of section 226(a) of the
16 California Labor Code. Despite the requirements of the statute, Defendant did not
17 provide accurate information to Plaintiff and/or Wage Statement Subclass Members
18 regarding the wage rates, inclusive dates of the pay period and hours worked. It is not
19 possible for Plaintiff and/or Wage Statement Subclass Members "from the wage
20 statement alone" to ascertain information required to be provided on the itemized wage
21 statements pursuant to section 226(a). ABM's failure to provide the correct information
22 on these wage statements has caused confusion by making it impossible for Plaintiff and
23 Wage Statement Subclass Members to determine whether or not they have been paid
24 correctly.

25 41. Plaintiff and Wage Statement Subclass Members were injured by
26 Defendant's failure to maintain and provide adequate payroll records, and they are
27 therefore entitled to seek the amounts set forth in Labor Code section 226(e), including
28 reasonable attorney's fees and costs of suit.

1 **THIRD CLAIM FOR RELIEF**

2 *Failure to Pay Minimum Wage, Los Angeles County Minimum Wage Ordinance, Los*
3 *Angeles County Code of Ordinances, Title 8, Div. 4, Chapter 8.100, § 8.100.040 et seq.*
4 *(Claim by all Plaintiff and Minimum Wage and Overtime Subclass against Defendant*
5 *ABM)*

6 42. Plaintiff repeats and re-alleges the preceding paragraphs as if fully set forth
7 herein.

8 43. Within the four years before the filing of this Complaint, Defendant has
9 employed Plaintiffs and the Class as Airport Agents throughout the State of California.

10 44. During all relevant time periods, Los Angeles County Code of Ordinances,
11 Title 8, Division 4, Chapter 8.100, section 8.100.040 stated in relevant part:

12 A. For each hour worked within the unincorporated areas of the County
13 an employer shall pay its Employee no less than the hourly rates set
14 forth below:

15 1. Employees with twenty-six (26) or more Employees shall pay
16 Employees a wage of no less than the following hourly rates:

17 a. On July 1, 2016, the hourly wage shall be \$10.50;

18 b. On July 1, 2017, the hourly wage shall be \$12.00;

19 c. **On July 1, 2018, the hourly wage shall be \$13.25**

20 Los Angeles Code of Ordinances, Title 8, Div. 4, Ch. 8.100, § 8.100.040(a)(1)(c)
21 (emphasis added). Defendant failed to properly compensate Plaintiff and members of the
22 Minimum Wage and Overtime Subclass as required under the Los Angeles County
23 Minimum Wage Ordinance after July 1, 2018. For example, although Plaintiff was
24 supposed to receive a minimum wage rate of at least \$13.25 per hour after July 1, 2018,
25 Exhibit 1, page 2 (the wage statement dated July 20, 2018) shows that Plaintiff was paid
26 an hourly rate of only \$12.60 during the pay period July 1 through July 15, 2018.
27 Defendant's failure to comply with the Los Angeles County Minimum Wage Ordinance
28 was intentional misconduct as Defendant had knowledge of its obligation to pay Plaintiff

1 and members of the Minimum Wage and Overtime Subclass with the minimum wage and
2 refused to do so.

3 45. Plaintiff and Minimum Wage and Overtime Subclass members are
4 accordingly entitled to the payment of any back wages, the payment of fines in the
5 amount of \$100 to each employee whose rights were violated for each day that the
6 violation occurred or continued and reasonable attorney's fees and costs.

7 ***FOURTH CLAIM FOR RELIEF***

8 *Failure to Pay Overtime Wages in Violation of Cal. Lab. Code §§ 510 and 1194*
9 *(Claim by Plaintiff and Minimum Wage and Overtime Subclass against Defendant ABM)*

10 46. Plaintiff repeats and re-alleges the preceding paragraphs as if fully set forth
11 herein.

12 47. California Labor Code section 510 applied to Plaintiff and Minimum Wage
13 and Overtime Subclass Members and provided that any work performed by a non-exempt
14 employee in excess of eight hours a day or in excess of forty hours a week must be
15 compensated at one-and-one-half times the employee's regular rate of pay. Work in
16 excess of twelve hours per day must be compensated at double time. Defendant did not
17 properly compensate Plaintiff or Minimum Wage and Overtime Subclass Members for all
18 hours worked in excess of eight hours in a day or in excess of forty hours a week at one-
19 and-one-half times their regular rate of pay. Defendant also failed to properly calculate
20 the overtime rate of wages owing to employees.

21 48. Defendant's improper actions have proximately caused Plaintiff and
22 Minimum Wage and Overtime Subclass Members damages that they are entitled to
23 recover, including their unpaid overtime compensation and penalties or liquidated
24 damages arising therefrom, as well as interest thereon, costs, and attorney's fees.

25 49. In failing to compensate Plaintiffs and the Class for overtime, Plaintiffs are
26 informed and believe and based thereon alleges that Defendant acted and continues to act
27 maliciously, oppressively, and despicably, with the wrongful intention of causing injury
28 and hardship to Minimum Wage and Overtime Subclass Members by reaping economic

1 gain at their expense, in a willful and conscious disregard of their statutory and regulatory
2 right to overtime compensation.

3 50. Plaintiff is informed and believes and thereon alleges that Defendant knew
4 or should have known that Plaintiff and Members of the Class should have been paid a
5 premium for all overtime hours they worked and purposely and unfairly elected not to
6 properly pay them for their overtime labor, thereby subjecting Defendant to damages and
7 penalties.

8 51. Such a pattern, practice, and uniform administration of corporate policy
9 regarding illegal employee compensation, as described herein, is unlawful, and Plaintiff
10 and Minimum Wage and Overtime Subclass Members are entitled to recover in a civil
11 action the unpaid balance of the full amount of the overtime premiums owing, including
12 interest thereon, as well as penalties, reasonable attorney's fees, and costs of suit pursuant
13 to the California Labor Code. Plaintiffs and the Minimum Wage and Overtime Subclass
14 Members request such a recovery.

15 ***FIFTH CLAIM FOR RELIEF***

16 ***Continuing Wages, California Labor Code § 203***

17 ***(Claim by Plaintiff and the Former Employee Subclass and against Defendant ABM)***

18 52. Plaintiff repeats and re-alleges the preceding paragraphs as if fully set forth
19 herein.

20 53. Section 203 of the Labor Code states that, "[i]f an employer willfully fails to
21 pay, without abatement or reduction, in accordance with Sections 201, . . . [or] 202, . . .
22 any wages of an employee who is discharged or who quits, the wages of the employee
23 shall continue as a penalty from the due date thereof at the same rate until paid or until an
24 action therefor is commenced; but the wages shall not continue for more than 30 days."
25 Cal. Lab. Code § 203(a). By failing to pay minimum and overtime wages as alleged
26 above, as well as by unlawfully deducting deposits from the paychecks of Class
27 Members, Defendant has willfully failed to pay all wages due and owing to those Class
28 Members who are no longer employed by Defendant.

1 54. Plaintiff and Former Employee Subclass Members are therefore entitled to
2 seek the amounts set forth in Labor Code section 203(e).

3 ***SIXTH CLAIM FOR RELIEF***

4 *Failure to Provide Employment Records Upon Request*

5 *California Labor Code §226*

6 *(Claim by Plaintiff in individual and against Defendant ABM)*

7 55. Plaintiff repeats and re-alleges the preceding paragraphs as if fully set forth
8 herein. Plaintiff brings this claim as an individual claim against Defendant ABM.

9 56. Pursuant to Labor Code section 226(b), an employer shall afford current and
10 former employees the right to inspect or copy the records pertaining to that current or
11 former employee, upon reasonable request to the employer.

12 57. Plaintiff requested that Defendant ABM permit inspection or copying of her
13 employment records pursuant to Labor Code Section 226(b). Defendant has failed to
14 provide Plaintiff with an opportunity to inspect or copy all of her employment records
15 within 21 days of her request. See Cal. Lab. Code § 226(c). On or about June 18, 2018,
16 Plaintiff sent a Labor Code section 226 request to ABM via its Registered Agent for
17 Service of Process requesting copies of her employment records. A true and correct copy
18 of Plaintiff's records request and proof of mailing is attached hereto as **Exhibit 2**. As of
19 the date of filing of this Complaint, Defendant ABM has failed to respond properly and
20 fully to Plaintiff's request.

21 58. Pursuant to Labor Code Section 226(f) and (6), Plaintiff is entitled, and
22 hereby seeks to recover from ABM a seven-hundred-fifty dollar (\$750) penalty,
23 reasonable attorneys' fees, and the costs of bringing this claim for relief.

24 ***SEVENTH CLAIM FOR RELIEF***

25 *Failure to Provide Employment Records Upon Request*

26 *California Labor Code §1198.5*

27 *(Claim by Plaintiff in individual and against Defendant ABM)*

28 59. Plaintiff repeats and re-alleges the preceding paragraphs as if fully set forth

1 herein. Plaintiff brings this claim as an individual claim against Defendant ABM.

2 60. Pursuant to Labor Code section 1198.5, an employer shall afford current and
3 former employees the right to inspect or copy the records pertaining to that current or
4 former employee, upon reasonable request to the employer.

5 61. Plaintiff requested that Defendant ABM permit inspection or copying of her
6 employment records pursuant to Labor Code Section 1198.5. Defendant has failed to
7 provide Plaintiff with an opportunity to inspect or copy all of her employment records
8 within 30 days of her request. See Cal. Lab. Code § 1198.5. On or about June 18, 2018,
9 Plaintiff sent a Labor Code section 1198.5 request to ABM via its Registered Agent for
10 Service of Process requesting copies of her employment records. A true and correct copy
11 of Plaintiff's section 1198.5 request and proof of mailing is attached hereto as **Exhibit 2**.
12 As of the date of filing of this Complaint, Defendant ABM has failed to respond properly
13 and fully to Plaintiff's request.

14 62. Pursuant to Labor Code Section 1198.5(k), Plaintiff is entitled, and hereby
15 seeks to recover from ABM a seven-hundred-fifty dollar (\$750) penalty, reasonable
16 attorneys' fees, and the costs of bringing this claim for relief.

17 ***EIGHTH CLAIM FOR RELIEF***

18 *Violation of California Business and Professions Code § 17200 et seq.*

19 *(Claim by Plaintiff and the Class and against Defendant ABM)*

20 63. Plaintiff repeats and re-alleges the preceding paragraphs as if fully set forth
21 herein.

22 64. California Business and Professions Code section 17200 *et seq.* prohibits
23 acts of unfair competition, including any "unlawful, unfair, or fraudulent business act or
24 practice." Cal. Bus. & Prof. Code § 17200. Plaintiff alleges that ABM has engaged in
25 unfair business practices in California by the above-described failure to pay minimum
26 and overtime wages to employees, failure to maintain accurate payroll records, failure to
27 provide adequate paystubs, failure to pay final wages to quitting and/or discharged
28 employees and through its unlawful deductions from their paychecks.

1 65. ABM's actions entitle Plaintiff and Class Members to seek the remedies
2 available pursuant to section 17200 *et seq.* Plaintiff seeks full restitution of said amounts
3 from ABM, as necessary and according to proof, to restore any and all amounts—
4 including interest—withheld, acquired, or converted by ABM by means of the unfair
5 practices complained of herein. Plaintiff, on behalf of herself and other similarly situated
6 employees, as well as on behalf of the general public, further seek attorney's fees and
7 costs pursuant to sections 218.5 of the California Labor Code and 1021.5 of the
8 California Code of Civil Procedure. In addition, Plaintiff seeks the appointment of a
9 receiver as necessary.

10 ***NINTH CLAIM FOR RELIEF***

11 *Civil Penalties Pursuant to California Labor Code § 2698 et seq.*

12 *(Claim by Plaintiff and Aggrieved Employees and against Defendant ABM)*

13 66. Plaintiff repeats and re-alleges the preceding paragraphs as if fully set forth
14 herein.

15 67. Plaintiff is an "aggrieved employee" under PAGA, as she was employed by
16 Defendant during the applicable statutory period and suffered one or more of the Labor
17 Code Violation sset forth herein. Accordingly, she seeks to recover on behalf of herself,
18 the California Labor and Workforce Development Agency ("LWDA") and all other
19 current and former Aggrieved Employees of Defendant, the civil penalties for which
20 provision is made by PAGA, as well as reasonable attorney's fees and costs.

21 68. Pursuant to section 2699.3(a)(1) of the Labor Code, on or about August 28,
22 2018, Plaintiff gave written notice by online filing to the LWDA of the specific
23 provisions of the Labor Code and Los Angeles County Minimum Wage Ordinance
24 alleged to have been violated, including the theories set forth in this Complaint. Also on
25 that day, Plaintiff gave written notice by certified mail to Defendant of the specific
26 provisions of the Labor Code and Los Angeles County Minimum Wage Ordinance
27 alleged to have been violated by Defendant.
28

69. Under PAGA, “[t]he agency shall notify the employer and the aggrieved employee or representative by certified mail that it does not intend to investigate the alleged violation within 60 calendar days of the postmark date of the notice received pursuant to paragraph (1). Upon receipt of that notice or if no notice is provided within 65 calendar days of the postmark date of the notice given pursuant to paragraph (1), the aggrieved employee may commence a civil action pursuant to Section 2699.” Cal. Lab. Code § 2699.3(a)(2)(A). More than 65 calendar days have passed since the notice was sent, and Plaintiff therefore may commence a civil action pursuant to Section 2699.

70. Plaintiff seeks to recover the PAGA civil penalties through a representative action permitted by PAGA and the California Supreme Court in Arias v. Superior Court, 46 Cal. 4th 969 (2009). Therefore, class certification of the PAGA claims is not required.

71. Plaintiff seeks civil penalties pursuant to PAGA for violations of the Los Angeles County Minimum Wage Ordinance, IWC Wage Order 9 and the following Labor Code provisions: sections 201, 202, 203, 204, 226, 403, 404, 405, 406, 510, and 1194.

72. Plaintiff also specifically seeks civil penalties pursuant to PAGA for violations of California Labor Code section 221. Said section prohibits Defendant ABM from collecting any part of wages paid by the employer to the employee. Notwithstanding the requirements of Labor Code § 221, Defendant ABM deducted amounts from Plaintiff and Aggrieved Employees for the maintenance of their uniforms. Plaintiff is informed and believes, and thereon alleges that the deductions made by Defendant ABM are an unlawful attempt at passing on business losses and/or expenses to employees and constitutes an unlawful collection of wages previously paid in violation of Labor Code § 221. Plaintiffs and Aggrieved Employees are entitled to the recovery of all improper deductions and civil penalties pursuant to Labor Code § 225.5.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment as follows:

1. That the Court certify the class and subclasses described in this Complaint.

1 2. With respect to the first claim for relief, that the Court enter judgment in
2 favor of Plaintiff and the Class for all improper deductions, civil penalties, reasonable
3 attorney's fees, and costs of suit, all according to proof, against Defendant ABM.

4 3. With respect to the second claim for relief, that the Court enter judgment in
5 favor of Plaintiff and the Wage Statement Subclass for pay-stub damages, reasonable
6 attorney's fees, and costs of suit, all according to proof, against Defendant ABM .

7 4. With respect to the third claim for relief, that the Court enter judgment in
8 favor of Plaintiff and the Minimum Wage and Overtime Subclass for back wages, a fine
9 in the amount of \$100 to each employee whose rights under the Los Angeles County
10 Minimum Wage Ordinance were violated for each day that the violation occurred or
11 continued, civil penalties, attorney's fees and costs, all according to proof, against
12 Defendant ABM.

13 5. With respect to the fourth claim for relief, that this Court enter judgment in
14 favor of Plaintiff and the Minimum Wage and Overtime Subclass for payment of their
15 unpaid overtime compensation, interest thereon, reasonable attorney's fees, and costs of
16 suit, all according to proof, in accordance with sections 1194 and 1194.2 of the California
17 Labor Code, against Defendant ABM.

18 6. With respect to the fifth claim for relief, that Plaintiff and the Former
19 Employee Subclass be awarded up to thirty days continuing wages pursuant to California
20 Labor Code section 203.

21 7. With respect to the sixth claim for relief, that the Court enter judgment in
22 favor of Plaintiff individually and that Plaintiff be awarded the statutory penalty provided
23 by Labor Code section 226(b) in the amount of \$750, and for reasonable attorneys' fees
24 and costs of suit pursuant to Labor Code section 226(f) and (g), against Defendant ABM.

25 8. With respect to the seventh claim for relief, that the Court enter judgment in
26 favor of Plaintiff individually and that Plaintiff be awarded the statutory penalty provided
27 by Labor Code section 1198.5(k) in the amount of \$750, and for reasonable attorneys'
28 fees and costs of suit pursuant to Labor Code section 1198.5(l), against Defendant ABM.

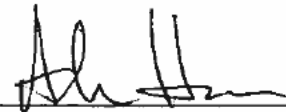
1 9. With respect to the eighth claim for relief, that it be adjudged that ABM's
2 violations of the California Labor Code and Los Angeles County Minimum Wage
3 Ordinance constitute violations of section 17200 *et seq.* of the California Business and
4 Professions Code. Accordingly, Plaintiff requests that the Court order Defendant to pay
5 restitution to Members of the Class in the form of the compensation retained by ABM for
6 the period of time from four years prior to the filing of the original Complaint to date.
7 Plaintiff requests that the Court award Plaintiff her reasonable attorney's fees and costs
8 incurred in the prosecution of this claim for relief, against Defendant ABM.

9 10. With respect to the ninth claim for relief, that the Court enter judgment in
10 favor of Plaintiff and other aggrieved former and current employees their civil penalties,
11 attorney's fees, and costs of suit, all according to proof, pursuant to section 2699 of the
12 Labor Code, against Defendant ABM.

13 11. For such further relief as the Court may order, including reasonable
14 attorney's fees, costs of suit, and interest pursuant to sections 218.5 and 218.6 of the
15 California Labor Code, as well as section 1021.5 of the California Code of Civil
16 Procedure.

17 DATED: June 3, 2019

HARRIS & RUBLE

18 
19 _____

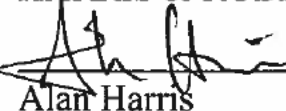
20 Alan Harris
21 Priya Mohan
22 *Attorneys for Plaintiff*

23 **REQUEST FOR JURY TRIAL**

24 Plaintiff requests a trial by jury as to all claims for relief.

25 DATED: June 3, 2019

HARRIS & RUBLE

26 
27 _____

28 Alan Harris
Priya Mohan
Attorneys for Plaintiff

Exhibit 1

ABM Industry Groups, LLC

14141 Southwest Frwy, Suite 425 Sugar Land, TX 77478

Tel: 713-776-8100

ISABEL ARTIGA	7016274	Company	00305	Begin Date	07/01/18	Check #	21200141	Vacation Bal	
SSN	XXXX-XX-XXXX	Bus Unit	22424203	End Date	07/13/18	Check Date	07/13/18	Sick Bal	14.80
		Gross Wages	840.00	Termin YTD	17,219.81	Net Pay	489.29	BIT	07243124
EARNINGS					DEDUCTIONS				
Pay Description	Rate	Hours	Amount	YTD Amount	Pay Description	Rate	Amount	YTD Amount	
REGULAR		32.00	13.90	432.00	Federal Income Tax	4.00	1,028.44		
PPD ADJ R				808.40	Federal FICA Withheld	33.48	1,073.82		
PPD ADJ D				382.00	Federal Medicare Withheld	7.83	251.13		
OVERTIME				470.30	CALIFORNIA VHI		148.17		
HOLIDAY P		8.00	19.50	108.00	CALIFORNIA SDI EE	6.40	173.20		
HOL NOT W				343.00	Union Dues		180.00		
MEAL BR P				12.25	DUSS ARREARS		24.50		
SICK PAY				382.00	EMP DEP \$		-250.00		
VAC ACC 1				1,038.37					
VAC ACC-8				1,470.00					
		40.00		840.00			50.71	2,428.38	

DETACH BEFORE DEPOSITING

SECURITY ALERT: PAPER CONTAINS ORGANIC WATERMARK. HOLD TO LIGHT TO VERIFY WATERMARK. SEE REVERSE FOR LIST OF SECURITY FEATURES.

THIS IS WATERMARKED PAPER. DO NOT ACCEPT WITHOUT NOTING WATERMARK. HOLD TO LIGHT TO VERIFY WATERMARK.

ABM Industry Groups, LLC
14141 Southwest Frwy, Suite 425
Sugar Land, TX 77478
Tel: 713-776-8100

Payable at your local Bank of America
or at 850 N. Broadway
Los Angeles CA

70-3328/7119 B.

CHECK NO. 21200141
DATE 7/13/2018
VOID AFTER 180 DAYS

*****\$489.29

Four hundred eighty nine and 29/100 Dollars

TO THE ORDER OF ISABEL ARTIGA

COUNTER SIGNATURE REQUIRED
IF AMOUNT IN EXCESS OF \$10,000.00

⑈ 21200141⑈ ⑆071923284⑆ 8765917625⑈

00305 22424203 00305- 22424203-8385-22424203

ABM Industry Groups, LLC
14141 Southwest Frwy, Suite 425
Sugar Land, TX 77478
Tel: 713-776-8100

ISABEL ARTIGA

ABM Industry Groups, LLC
ISABEL ARTIGA

14141 Southwest Frwy, Suite 425 Sugar Land, TX 77478 Tel: 713-776-5100

7015274 XXX XX		Company Sick Unit Gross Wages		00306 2242200 606.31		00306 2242200 606.31		00306 2242200 606.31		00306 2242200 606.31		00306 2242200 606.31		00306 2242200 606.31		00306 2242200 606.31		00306 2242200 606.31		00306 2242200 606.31		00306 2242200 606.31		00306 2242200 606.31		00306 2242200 606.31		00306 2242200 606.31		00306 2242200 606.31		00306 2242200 606.31		00306 2242200 606.31		00306 2242200 606.31		00306 2242200 606.31		00306 2242200 606.31		00306 2242200 606.31		00306 2242200 606.31		00306 2242200 606.31		00306 2242200 606.31		00306 2242200 606.31		00306 2242200 606.31		00306 2242200 606.31		00306 2242200 606.31		00306 2242200 606.31		00306 2242200 606.31		00306 2242200 606.31		00306 2242200 606.31		00306 2242200 606.31		00306 2242200 606.31		00306 2242200 606.31		00306 2242200 606.31		00306 2242200 606.31		00306 2242200 606.31		00306 2242200 606.31		00306 2242200 606.31		00306 2242200 606.31		00306 2242200 606.31		00306 2242200 606.31		00306 2242200 606.31		00306 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DETACH BEFORE DEPOSITING

Bank No.	Name of Bank / Saving & Loan	Account Number	Amount

DEPOSITED FOR:

ISABEL ARTIGA

ABM Industry Groups, LLC
14141 Southwest Frwy, Suite 425
Sugar Land, TX 77478
Tel: 713-776-5100

NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE

Exhibit 2

June 16, 2018

Re: Request for Cal. Lab. Code §§ 226, 432 and 1198.5 Records for Isabel Artiga

To Whom it May Concern:

Pursuant to sections 226, 432 and 1198.5 of the California Labor Code and other applicable regulations, as adopted by the Industrial Welfare Commission, it is requested that you promptly furnish to me "the records pertaining to" my employment including the following: (1) The itemized statements referred to in section 226(a) of the California Labor Code; (2) The statement of total hours worked; (3) All deductions taken from gross pay; (4) Net wages earned; (5) The name and address of the legal entity who or which is the employer; (6) All applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee; (7) "time records showing when the employee begins and ends each work period [including] meal periods, split shift intervals and total daily hours worked;" (8) Any documents I signed during my employment; (9) Any employee reviews of disciplinary write-ups and any employee handbook(s) as well as any other documents you maintain regarding my performance or any grievance concerning my employment, and a copy of all instruments I signed relating to the obtaining or holding of my employment with you. Please provide the documents directly to my representative at:

Alan Harris
Harris & Ruble
655 North Central Avenue, 17th Floor
Glendale CA 91203
harrisa@harrisandruble.com

Very truly yours,



Isabel Artiga

0829-890674512

\$0.47
US POSTAGE
FIRST-CLASS
FROM 90027
JUN 16 2016

Alan Harris
HARRIS & RUBLE
655 North Central Avenue, 17th Floor
Glendale CA 91203



ABM Industry Groups, LLC
c/o CT Corporation System
818 West Seventh Street, Suite 930
Los Angeles CA 90017-3476

Exhibit E

HARRIS & RUBLE

ATTORNEYS AND COUNSELORS AT LAW

SOUTHERN CALIFORNIA OFFICE:

655 NORTH CENTRAL AVE 17th FL
GLENDALE CA 91203
TELEPHONE: 323.962.3777
FAX: 323.962.3004
www.harrisandruble.com

ALAN HARRIS
MARCELLA RUBLE*

PRIYA MOHAN
DAVID GARRETT
MIN JI GAL
LIN ZHAN

*RETIRED

NORTHERN CALIFORNIA OFFICE:

116 E. BLITHEDALE AVE SUITE 2
MILL VALLEY, CA 94941
TELEPHONE: 312.543.0967
FAX: 323.962.3004

SUBMITTED ONLINE

August 28, 2018

California Labor & Workforce Development Agency

Re: *Artiga v. ABM Industry Groups, LLC.*

To whom it may concern:

Pursuant to the applicable provisions of the California Labor Code Private Attorneys General Act, I, Artiga, ("Plaintiff"), hereby alleges with respect to her employment with ABM Industry Groups, LLC, ("Defendant"), that Defendant violated provisions of the California Labor Code. The facts and circumstances concerning the alleged violations are outlined in the enclosed draft Complaint.

Please advise whether you will proceed with an investigation of this matter or whether Plaintiff may seek a civil-penalty recovery for the alleged violations under the Labor Code Private Attorneys General Act through their private counsel.

Very truly yours,



Alan Harris
Enclosures

Cc: (Via Certified Mail) ABM Industry Groups, LLC, 14141 Southwest Frwy, Suite 477, Sugar Land, TX 77478, ABM Industry Groups, LLC, Eric J. Wersching, Ross Wersch & Wolcott LLP, 3151 Airway Avenue, Building S, Costa Mesa, California 92626

Exhibit F

Alan Harris (SBN 146079)
Priya Mohan (SBN 228984)
HARRIS & RUBLE
655 North Central Ave., 17th Fl.
Glendale, California 91203
Telephone: (323) 962-3777
Facsimile: (323) 962-3004
aharris@harrisandruble.com
pmohan@harrisandruble.com
Attorneys for Plaintiffs

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION

ISABEL ARTIGA, GABRIEL
RODRIGUEZ and JESSICA SHEEHAN,
individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

ABM INDUSTRY GROUPS, LLC, a
Delaware Limited Liability Company, and
DOE ONE through and including DOE
TEN,

Defendants.

Case No. 2:19-cv-06735-GW-RAO
Assigned to Hon. George H. Wu

FIRST AMENDED COMPLAINT
*[PAGA Law Enforcement, Class Action
and Collective Action Complaint]*

1. Failure to Make Security Deposits
Cal. Lab. Code §§ 403, 404, 405, 406
and IWC Wage Order, Sec.9(c)
2. Failure to Provide Adequate Pay
Stubs Labor Code § 226(a)
3. Failure to Pay Minimum Wage, Cal.
Lab. Code § 1194; IWC Wage Order
4. Failure to Pay Minimum Wage, Fair
Labor Standards Act, 29 U.S.C. §
201 *et seq.*
5. Continuing Wages, Cal. Lab. Code §
203
6. Failure to Provide Proper Meal
Breaks, Cal. Lab. Code § 226.7 and
512 and IWC Wage Order
7. Failure to Provide Rest Breaks, Cal.
Lab. Code § 226.7 and 512 and IWC
Wage Order
8. Failure to Provide Proper Sick Leave
Policy, in Violation of Cal. Lab.
Code §§ 233, 234

9. Violation of Cal. Bus. & Prof. Code § 17200 *et seq.*
10. Civil Penalties, Pursuant to Cal. Lab. Code § 2698 *et seq.*

DEMAND FOR JURY TRIAL

Isabel Artiga, (“Artiga”), Gabriel Rodriguez (“Rodriguez”), Jessica Sheehan (“Sheehan”) (collectively “Plaintiffs”), on behalf of themselves as individuals and in their representative capacities, and on behalf of the State of California Labor & Workforce Development Agency (“LWDA”) under the Labor Code Private Attorneys General Act of 2004 (“PAGA”), California Labor Code (“Labor Code”) § 2698 *et seq.*, allege as follows:

JURISDICTION AND VENUE

1. This is a PAGA law enforcement action, class action and Fair Labor Standards Act collective action, seeking unpaid wages, damages, penalties and attorneys’ fees and costs, all according to proof, against Defendant ABM Industry Groups, LLC (“ABM”). This action alleges that ABM, *inter alia*, (1) collected unlawful deductions from employees; (2) failed to provide wage statements that supplied all of the information required by Labor Code § 226(a); (3) failed to pay Plaintiffs and Aggrieved Employees minimum and overtime wages; (4) failed to timely pay Plaintiffs all wages due; (5) failed to provide proper meal and rest breaks to Plaintiffs Rodriguez, a Supervisor, and Sheehan, a Lead, and other Aggrieved Employees who worked as a Supervisor and/or a Lead; (6) failed to provide a proper sick leave policy for employees; and (7) engaged in unfair, unlawful, and/or fraudulent business practices in violation of California law to the detriment of aggrieved employees and the general public. On August 28, 2018, Plaintiff Artiga provided statutory notice to the California Labor and Workforce Development Agency and to Defendant of the PAGA claims set forth in this complaint. On October 11, 2019, Plaintiffs Rodriguez and Sheehan provided statutory notice to the California Labor and Workforce Development Agency and to Defendant of

1 the PAGA claims set forth in this First Amended Complaint.

2 2. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, Plaintiffs also
3 bring this case individually and as a class action on behalf of similarly situated
4 individuals who have been employed by ABM as hourly, non-exempt workers in
5 California (collectively referred to as “Aggrieved Employees”) since four years prior to
6 the filing of this action. Plaintiffs also bring this action pursuant to PAGA, which does
7 not require class certification, on a representative basis on behalf of the Labor &
8 Workforce Development Agency of the State of California (the “LWDA”). The alleged
9 violations include failure to make timely payment of earned wages, provide proper meal
10 and rest breaks, pay overtime and minimum wages, and for sick pay and record keeping
11 violations, wage statement violations, continuing wages, and unfair competition, among
12 other claims. Pursuant to 29 U.S.C. § 216(b), Plaintiffs Rodriguez and Sheehan also
13 bring this case individually and as a collective action on behalf of similarly situated
14 individuals who have been employed by Defendants in California.

15 3. Venue as to Defendant is proper in this District because a substantial part of
16 the events or omissions giving rise to the claims occurred in this District. Defendant
17 maintains an office, transacts business, has an agent, or is found in the County of Los
18 Angeles and is within the jurisdiction of this Court for purposes of service of process.
19 The unlawful acts alleged herein had a direct effect on and were committed within the
20 State of California.

21 4. This action was filed in the Superior Court of the State of California for the
22 County of Los Angeles. Thereafter, on August 2, 2019, Defendant removed this action
23 pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. §§ 1332(d), 1453, 1711, and
24 section 301 of the Labor Management Relations Act, 29 U.S.C. § 185(a).

25
26 ***PARTIES AND SUBSTANTIVE ALLEGATIONS***

27 5. Plaintiff Artiga is an individual who during the time periods relevant to
28

1 this Complaint, was and is a resident of the County of Los Angeles, State of California.
 2 Plaintiff Rodriguez is an individual who during the time periods relevant to this
 3 Complaint, was a resident of the Counties of Riverside and Los Angeles, State of
 4 California. Rodriguez worked for Defendant ABM in the County of Los Angeles and the
 5 County of Riverside, State of California, working for Defendant as a Supervisor.
 6 Plaintiff Sheehan is an individual who during the time periods relevant to this Complaint,
 7 was and is a resident of the County of Riverside, State of California, working for
 8 Defendant as a Lead. Sheehan was employed by Defendant ABM in the County of
 9 Riverside, State of California during the relevant period. Plaintiffs bring this action on
 10 behalf of themselves, on behalf of all others similarly situated, and pursuant to California
 11 Business and Professions Code section 17200 *et seq.*

12 6. Plaintiffs are informed and believe, and based thereon allege, that
 13 Defendant ABM Industry Groups, LLC (“ABM”) is a company that conducts significant
 14 amounts of business within Los Angeles County. ABM touts itself as a leading provider
 15 of integrated facility solutions. Among the services it provides, ABM offers parking
 16 valet and transportation and janitorial contractor services to clients across the United
 17 States, including throughout California. ABM is a Delaware Limited Liability Company
 18 with its headquarters in Sugar Land, Texas. ABM is authorized to do and does business
 19 in California. Plaintiffs are informed and believe, and based thereon allege that ABM is a
 20 temporary services employer as defined by Cal. Lab. Code § 201.3, which statute
 21 provides, in part:

22 (a) For purposes of this section, the following definitions apply:

23 (1) “Temporary services employer” means an employing unit that contracts
 24 with clients or customers to supply workers to perform services for the
 25 clients or customers and that performs all of the following functions:

26 (A) Negotiates with clients and customers for matters such as the time and
 27 place where the services are to be provided, the type of work, the working
 28 conditions, and the quality and price of the services.

(B) Determines assignments or reassignments of workers, even if workers retain the right to refuse specific assignments.

(C) Retains the authority to assign or reassign a worker to another client or customer when the worker is determined unacceptable by a specific client or customer.

(D) Assigns or reassigns workers to perform services for clients or customers.

(E) Sets the rate of pay of workers, whether or not through negotiation.

(F) Pays workers from its own account or accounts.

(G) Retains the right to hire and terminate workers.

Cal. Lab. Code § 201.3(a)(1)(A)-(G). As a temporary services employer, Defendant contracts with clients or customers to supply workers to perform services.

7. Defendant and/or its affiliates have been repeatedly charged with PAGA violations, commencing soon after the statute became effective. E.g., Augustus v. American Commercial Security Services, Inc. (L.A.Super.Ct., 2006, No. BC347914)(settled for up to \$2,500,000, including civil penalties of \$730,000). Accordingly, it is appropriate to draw an inference that Defendant's conduct as described herein is intentional, resulting in part from a continuing practice of devoting insufficient resources to the payroll accounting and related human resources and compliance functions.

8. The true names and/or capacities, whether individual, corporate, associate or otherwise, of defendants Does 1 to 10 inclusive, are unknown to Plaintiffs at this time, who therefore sue said defendants by such fictitious names. When the true names and capacities of said defendants have been ascertained, Plaintiffs will amend this complaint accordingly. Plaintiffs are informed and believe and thereupon alleges that each defendant designated herein as a Doe is responsible, negligently, intentionally, contractually, or in some other actionable manner, for the events and happenings hereinafter referred to, and caused injuries and damages proximately thereby to Plaintiffs as is hereinafter alleged, either through said defendants' own wrongful conduct or through

1 the conduct of their agents, servants, employees, representatives, officers or attorneys, or
2 in some other manner.

3 **GENERAL ALLEGATIONS**

4 9. Beginning on or about January 20, 2012 until in or about July, 2018,
5 Plaintiff Artiga was employed by ABM as a parking attendant in various locations in Los
6 Angeles County. Attached hereto as Exhibit 1 are true and correct copies of some of
7 Artiga's pay stubs. Beginning in or about August, 2018 until August, 2019, Plaintiff
8 Rodriguez was employed by ABM in a janitorial position in Riverside and thereafter Los
9 Angeles County, as a Supervisor. Attached hereto as Exhibit 2 are true and correct
10 copies of some of Rodriguez's pay stubs. Beginning in or about December, 2017 until
11 October, 2019, Plaintiff Sheehan was employed by ABM as a Lead in janitorial position
12 in Riverside County. Attached hereto as Exhibit 3 are true and correct copies of some of
13 Sheehan's pay stubs.

14 10. Plaintiffs contend that Defendant failed to provide them and other Aggrieved
15 Employees with adequate pay stubs. In this regard, section 226 of the California Labor
16 Code provides:

17 (a) Every employer shall, semimonthly or at the time of each
18 payment of wages, furnish each of his or her employees, either as a
19 detachable part of the check, draft, or voucher paying the employee's wages,
20 or separately when wages are paid by personal check or cash, an itemized
21 statement in writing showing (1) gross wages earned, (2) total hours worked
22 by the employee, except for any employee whose compensation is solely
23 based on a salary and who is exempt from payment of overtime under
24 subdivision (a) of Section 515 or any applicable order of the Industrial
25 Welfare Commission, (3) the number of piece-rate units earned and any
26 applicable piece rate if the employee is paid on a piece-rate basis, (4) all
27 deductions, provided, that all deductions made on written orders of the
28 employee may be aggregated and shown as one item, (5) net wages earned,

(6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and his or her social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee and . . . if the employer is a temporary services employer as defined in Section 201.3, the rate of pay and the total hours worked for each temporary services assignment. The deductions made from payments of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement or a record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California.

. . . .

(e) An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney's fees.

Cal. Lab. Code § 226.

11. On information and belief, Plaintiffs contend that Defendant failed to provide Plaintiffs and Aggrieved Employees with the data required by section 226 of the California Labor Code. Exhibits 1 through 3 are true and correct copies of certain of Plaintiffs' wage statements. On occasion, for example with respect to Plaintiff Rodriguez, during the period April 1, 2019 to April 15, 2019, Defendant would make retroactive adjustments resulting in wage statements that failed to state all applicable hourly rates and were therefore confusing. See Exhibit 2. ABM's failure to provide the

1 correct information on wage statements has caused confusion by making it impossible for
2 Plaintiffs to determine whether or not they have been paid correctly. Further, although
3 ABM is a temporary service provider, Exhibits 1, 2, and 3 show that ABM's wage
4 statements fail to provide the rate of pay and total hours worked for each temporary
5 services assignment. For example, Exhibit 2 consists of certain wage statements
6 provided to Plaintiff Rodriguez. During the pay period beginning July 1, 2019 through
7 July 15, 2019, Rodriguez performed janitorial work for ABM's client Claremont
8 McKenna College in Los Angeles County. During the pay period beginning June 16,
9 2019 through June 30, 2019, Rodriguez performed work for ABM's client Amazon's
10 facility located in Moreno Valley, California. The wage statements provided to
11 Rodriguez (Exhibit 2) provide no information regarding the temporary services
12 assignment for which Rodriguez was being paid. Likewise, the wage statements attached
13 as Exhibits 1 and 3 show that ABM did not provide any information regarding temporary
14 services assignments to Plaintiffs Artiga and Sheehan. As a result, for example, it was not
15 possible from the wage statement alone to determine whether the worker was paid an
16 hourly rate which comported with the requirements of various municipal ordinances. In
17 addition to subjecting ABM to the damages specified in section 226(e), ABM's failure to
18 provide such information to Plaintiffs and aggrieved employees subjects it to civil
19 penalties. See Cal. Lab. Code §§ 226.3, 2698 *et seq.*

20 12. On information and belief, Plaintiffs contend that Defendant failed to
21 provide Plaintiffs and Aggrieved Employees with payment of the required minimum
22 wage. For instance, Plaintiffs Rodriguez and Sheehan were required to attend new-hire
23 training sessions for which they have never received any compensation. Rodriguez and
24 Sheehan, as well as other Aggrieved Employees were required to attend new-hire training
25 sessions, without pay. At these unpaid sessions, held for the benefit of ABM, the new
26 employees were required, *inter alia*, to review the rules set forth in the Employee
27 Handbook, review employer policies dealing with all manner of matters that the
28 employers had to communicate to the new employees, payroll procedures, safety

1 procedures and more. Rodriguez, Sheehan and Aggrieved Employees performed this
2 work without any compensation at all by Defendant.

3 13. At all relevant times mentioned herein, section 204 of the California Labor
4 Code provided, in relevant part:

5 All wages, other than those mentioned in Section 201, 202, 204.1, or 204.2,
6 earned by any person in any employment are due and payable twice during
7 each calendar month, on days designated in advance by the employer as the
8 regular paydays. Labor performed between the 1st and 15th days, inclusive,
9 of any calendar month shall be paid for between the 16th and the 26th day of
10 the month during which the labor was performed, and labor performed
11 between the 16th and the last day, inclusive, of any calendar month, shall be
12 paid for between the 1st and 10th day of the following month.

13 Cal. Lab. Code § 204.

14 14. Similarly, at all times relevant hereto, the provisions of the Fair Labor
15 Standards Act (“FLSA”), 29 U.S.C. § 201 *et seq.* require the payment of at least
16 minimum wage and overtime for hours worked over forty in a workweek. See 29 U.S.C.
17 §§ 206 and 207.

18 15. Plaintiffs Rodriguez, Sheehan and Aggrieved Employees were
19 prevented from taking proper meal and/or rest breaks as required by law, when assigned
20 as a Supervisor or Lead being required to keep in constant communication with other
21 coworkers via a phone or radio device. In addition, from time to time Rodriguez,
22 Sheehan and other Aggrieved Employees were subjected to tardy, truncated or altogether
23 missed meal breaks, and not provided a second meal break when working in excess of ten
24 hours in a shift.

25 16. At all times relevant hereto, section 226.7 of the California Labor Code
26 provided:

27 (a) No employer shall require any employee to work during any meal or rest
28 period mandated by an applicable order of the Industrial Welfare

Commission.

(b) If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each work day that the meal or rest period is not provided.

Cal. Lab. Code § 226.7.

17. Here, Plaintiffs Rodriguez and Sheehan and Aggrieved Employees were not provided proper thirty-minute meal breaks when working less than ten-hour workdays. Plaintiffs Rodriguez and Sheehan and other Aggrieved Employees were not provided a second meal break when working more than ten hours in a workday.

18. ABM violated sections 226.7 and 512 of the California Labor Code and the relevant IWC Wage Order by failing to provide proper meal or rest periods. Accordingly, Plaintiffs and Class Members are entitled to an additional hour of pay for each workday Plaintiffs were not properly provided proper meal or rest periods. See Cal. Lab. Code § 226.7(b).

19. Compensation for missed meal periods or rest breaks constitutes wages within the meaning of section 200 *et seq.* of the California Labor Code.

20. To date, Defendant has failed to compensate Plaintiffs and Aggrieved Employees for all of their earned wages in accordance with the California Labor Code, relevant IWC Wage Order, and/or the FLSA.

21. Plaintiff Artiga also contends that Defendant failed to put certain monies in segregated, interest bearing accounts and accordingly unlawfully deducted uniform deposits from her paycheck and the paychecks of other Aggrieved Employees, all in violation of California Labor Code section 221 and otherwise as hereinafter described. In addition to subjecting ABM to damages, ABM's unlawful deductions subject it to civil penalties. See Cal. Lab. Code § 225.5.

22. Defendant is liable to Plaintiffs and former employees for continuing wages pursuant to sections 201 through 203 of the Labor Code. Section 201 of the Labor Code states that, “[i]f an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.” Cal. Lab. Code § 201(a). Similarly, section 202 of the Labor Code provides that, “[i]f an employee. . . quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.” Id. § 202(a). According to section 203 of the Labor Code, “[i]f an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201[or] 202. . . any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days.” Id. § 203(a). In addition to subjecting Defendant to damages or penalties, Defendant’s failure to timely pay all outstanding wages upon the termination of employment subjects it to civil penalties. See Cal. Lab. Code § 2698 *et seq.* Defendant did not pay all wages due and owing to Plaintiffs within the statutorily required time period.

23. Further, Defendant’s sick pay policy violates sections 233 and 234 of the Labor Code. Section 233 of the California Labor Code states:

a) Any employer who provides sick leave for employees shall permit an employee to use in any calendar year the employee’s accrued and available sick leave entitlement, in an amount not less than the sick leave that would be accrued during six months at the employee’s then current rate of entitlement, for the reasons specified in subdivision (a) of Section 246.5. This section does not extend the maximum period of leave to which an employee is entitled under Section 12945.2 of the Government Code or under the federal Family and Medical Leave Act of 1993 (29 U.S.C. Sec.

2601 et seq.), regardless of whether the employee receives sick leave compensation during that leave.

...

(c) An employer shall not deny an employee the right to use sick leave or discharge, threaten to discharge, demote, suspend, or in any manner discriminate against an employee for using, or attempting to exercise the right to use, sick leave to attend to an illness or the preventive care of a family member, or for any other reason specified in subdivision (a) of Section 246.5.

(d) Any employee aggrieved by a violation of this section shall be entitled to reinstatement and actual damages or one day's pay, whichever is greater, and to appropriate equitable relief.

Cal. Lab. Code § 233. Section 234 of the Labor Code states:

An employer absence control policy that counts sick leave taken pursuant to Section 233 as an absence that may lead to or result in discipline, discharge, demotion, or suspension is a per se violation of Section 233. An employee working under this policy is entitled to appropriate legal and equitable relief pursuant to Section 233.

Cal. Lab. Code § 234. Defendant's sick leave policy, which *inter alia* does not include leave for care of grandchildren or grandparents, as referenced in Code section 245.5, is in violation of sections 233 and 234 of the Labor Code, a violation which gives rise to PAGA civil penalties.

24. Plaintiffs and Aggrieved Employees were injured by such actions and are therefore entitled to seek the amounts as set forth in Labor Code section 226 subsections (e)–(f), and penalties pursuant to Cal. Lab. Code § 558. Present section 558.1 of the California Labor Code in part provides:

(a) Any employer or other person acting on behalf of an employer, who violates, or causes to be violated, any provision regulating minimum wages

1 or hours and days of work in any order of the Industrial Welfare
 2 Commission, or violates, or causes to be violated, Sections 203, 226, 226.7,
 3 1193.6, 1194, or 2802, may be held liable as the employer for such violation.

4 (b) For purposes of this section, the term “other person acting on behalf of
 5 an employer” is limited to a natural person who is an owner, director,
 6 officer, or managing agent of the employer, and the term “managing agent”
 7 has the same meaning as in subdivision (b) of Section 3294 of the Civil
 8 Code.

9 25. Reserved.

10 26. At all times relevant hereto, sections 510, 1194, and 1198 of the California
 11 Labor Code required (1) the payment of at least the minimum wage, (2) the
 12 payment of wages equal to one-and-one-half times an employee’s regular rate of pay for
 13 all hours worked in excess of eight per day or forty per week, and (3) the payment of
 14 wages equal to double the employee’s regular rate of pay for all hours worked in
 15 excess of twelve per day and for all hours worked in excess of eight on the seventh day
 16 of work in any one workweek. At all relevant times mentioned herein, California Labor
 17 Code section 1194 provided, in relevant part:

18 Notwithstanding any agreement to work for a lesser wage, any employee
 19 receiving less than the legal minimum wage or the legal overtime
 20 compensation applicable to the employee is entitled to recover in a civil
 21 action the unpaid balance of the full amount of this minimum wage or
 22 overtime compensation, including interest thereon, reasonable attorney's
 23 fees, and costs of suit.

24 Cal. Lab. Code § 1194(a).

25 27. At all relevant times mentioned herein, section 1198 of the California
 26 Labor Code provided:

27 The maximum hours of work and the standard conditions of labor fixed by
 28 the commission shall be the maximum hours of work and the standard

1 conditions of labor for employees. The employment of any employee for
 2 longer hours than those fixed by the order or under conditions of labor
 3 prohibited by the order is unlawful.

4 Cal. Lab. Code § 1198. Section 1198 refers to “conditions of labor prohibited by the
 5 order [of the IWC]” and therefore incorporates by reference IWC Wage Order
 6 Number 16. To date, Plaintiffs Rodriguez and Sheehan have not been paid for all of the
 7 hours they worked for Defendant. By failing to pay Plaintiffs Rodriguez and Sheehan for
 8 all of their hours of work, Defendant violated section 1198 by employing Plaintiffs
 9 Rodriguez and Sheehan “under conditions of labor prohibited by the order.” Cal. Lab.
 10 Code § 1198.

11 28. At all relevant times mentioned herein, section 510 of the California Labor
 12 Code provided, in relevant part:

13 Eight hours of labor constitutes a day’s work. Any work in excess of eight
 14 hours in one workday and any work in excess of 40 hours in any one
 15 workweek and the first eight hours worked on the seventh day of work in
 16 any one workweek shall be compensated at the rate of no less than one-and-
 17 one-half times the regular rate of pay for an employee. Any work in excess
 18 of 12 hours in one day shall be compensated at the rate of no less than twice
 19 the regular rate of pay for an employee. In addition, any work in excess of
 20 eight hours on any seventh day of a workweek shall be compensated at the
 21 rate of no less than twice the regular rate of pay of an employee. Nothing in
 22 this section requires an employer to combine more than one rate of overtime
 23 compensation in order to calculate the amount to be paid to an employee for
 24 any hour of overtime work. The requirements of this section do not apply to
 25 the payment of overtime compensation to an employee working pursuant to
 26 any of the following: (1) An alternative workweek schedule adopted
 27 pursuant to Section 511. (2) An alternative workweek schedule adopted
 28 pursuant to a collective bargaining agreement pursuant to Section 514.

1 Cal. Lab. Code § 510(a).

2 29. At all relevant times mentioned herein, section 1194 of the California Labor
3 Code provided, in relevant part:

4 Notwithstanding any agreement to work for a lesser wage, any employee
5 receiving less than the legal minimum wage or the legal overtime
6 compensation applicable to the employee is entitled to recover in a civil
7 action the unpaid balance of the full amount of this minimum wage or
8 overtime compensation, including interest thereon, reasonable attorney's
9 fees, and costs of suit.

10 Id. § 1194(a).

11 30. With regard to the employment of Plaintiffs Rodriguez and Sheehan as
12 described above, the provisions of subparagraphs (1) and (2) of section 510 of the
13 California Labor Code were inapplicable in that no alternative workweek schedule had
14 been adopted.

15 31. Reserved.

16 32. Plaintiffs are informed and believe, and based thereon allege, that
17 Defendant's labor practices and all other aspects of its operations, as well as the job
18 duties of Aggrieved Employees, are stringently controlled and monitored pursuant to
19 uniform standards established by Defendant that apply throughout the company and
20 certainly throughout California. Plaintiffs are informed and believe, and based thereon
21 allege, that Defendant requires compliance with detailed standards for completing
22 assigned tasks and running its operations. As a result, Plaintiffs and Defendant's
23 Aggrieved Employees in California have been subject to uniform policies with respect to
24 the violations alleged herein and cause Aggrieved Employees to be similarly situated
25 regardless of location and position.

26 33. Plaintiffs are further informed and believe that Defendant uniformly applies
27 policies and procedures to all Aggrieved Employees with respect to the maintenance of
28 employment records. As a direct and proximate result of the unlawful actions of

1 Defendant, as alleged herein above and below, Plaintiffs and Class Members have
 2 suffered and continue to suffer damages.

3 34. Section 2699 of the California Labor Code, the Labor Code Private
 4 Attorneys General Act of 2004, provides in subpart (a) and subparts (f) through (g):

5 (a) Notwithstanding any other provision of law, any provision of this code
 6 that provides for a civil penalty to be assessed and collected by the Labor
 7 and Workforce Development Agency or any of its departments, divisions,
 8 boards, agencies or employees, for a violation of this code, may, as an
 9 alternative, be recovered through a civil action brought by an aggrieved
 10 employee on behalf of himself or herself and other current or former
 11 employees.

12

13 (f) For all provisions of this code except those for which a civil penalty is
 14 specifically provided, there is established a civil penalty for a violation of
 15 these provisions, as follows . . . (2) If, at the time of the alleged violation, the
 16 person employs one or more employees, the civil penalty is one hundred
 17 dollars (\$100) for each aggrieved employee per pay period for the initial
 18 violation and two hundred dollars (\$200) for each aggrieved employee per
 19 pay period for each subsequent violation.

20

21 (g) Except as provided in paragraph (2), an aggrieved employee may recover
 22 the civil penalty described in subdivision (f) in a civil action pursuant to the
 23 procedures specified in Section 2699.3 filed on behalf of himself or herself
 24 and other current or former employees against whom one or more of the
 25 alleged violations was committed. Any employee who prevails in any action
 26 shall be entitled to an award of reasonable attorney's fees and costs. Nothing
 27 in this part shall operate to limit an employee's right to pursue or recover
 28 other remedies available under state or federal law, either separately or

1 concurrently with an action taken under this part.

2 Cal. Lab. Code § 2699.

3 35. At all times relevant herein, section 226.3 of the California Labor Code
4 provided, in relevant part:

5 Any employer who violates subdivision (a) of Section 226 shall be subject
6 to a civil penalty in the amount of two hundred fifty dollars (\$ 250) per
7 employee per violation in an initial citation and one thousand dollars (\$
8 1,000) per employee for each violation in a subsequent citation, for which
9 the employer fails to provide the employee a wage deduction statement or
10 fails to keep the records required in subdivision (a) of Section 226. The civil
11 penalties provided for in this section are in addition to any other penalty
12 provided by law.

13 Cal. Lab. Code § 226.3.

14 36. At all times relevant herein, section 210 of the California Labor Code
15 provided, in relevant part:

16 (a) In addition to, and entirely independent and apart from, any other
17 penalty provided in this article, every person who fails to pay the wages of
18 each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 205,
19 205.5, and 1197.5, shall be subject to a civil penalty as follows:

20 (1) For any initial violation, one hundred dollars (\$100) for each failure to
21 pay each employee.

22 (2) For each subsequent violation, or any willful or intentional violation,
23 two hundred dollars (\$200) for each failure to pay each employee, plus 25
24 percent of the amount unlawfully withheld.

25 Cal. Lab. Code § 210.

26 37. At all times relevant herein, section 558 of the California Labor Code
27 provided, in relevant part:
28

1 (a) Any employer or other person acting on behalf of an employer who
 2 violates, or causes to be violated, a section of this chapter or any provision
 3 regulating hours and days of work in any order of the Industrial Welfare
 4 Commission shall be subject to a civil penalty as follows:

5 (1) For any initial violation, fifty dollars (\$50) for each underpaid
 6 employee for each pay period for which the employee was underpaid in
 7 addition to an amount sufficient to recover underpaid wages.

8 (2) For each subsequent violation, one hundred dollars (\$100) for each
 9 underpaid employee for each pay period for which the employee was
 10 underpaid in addition to an amount sufficient to recover underpaid wages.

11 (3) Wages recovered pursuant to this section shall be paid to the affected
 12 employee.

13

14 (c) The civil penalties provided for in this section are in addition to any
 15 other civil or criminal penalty provided by law.

16 Cal. Lab. Code § 558.

17 38. At all times relevant herein, section 1197.1 of the California Labor Code
 18 provided, in relevant part:

19 (a) Any employer or other person acting either individually or as an officer,
 20 agent, or employee of another person, who pays or causes to be paid to any
 21 employee a wage less than the minimum fixed by an order of the
 22 commission shall be subject to a civil penalty as follows:

23 (1) For any initial violation that is intentionally committed, one hundred
 24 dollars (\$100) for each underpaid employee for each pay period for which
 25 the employee is underpaid.

26 (2) For each subsequent violation for the same specific offense, two
 27 hundred fifty dollars (\$250) for each underpaid employee for each pay
 28

1 period for which the employee is underpaid regardless of whether the initial
2 violation is intentionally committed.

3 Cal. Lab. Code § 1197.1.

4 39. The Wage Order also provides for civil penalties with respect to
5 violations of the Wage Order.

6 40. **Unfair Competition.** Through the violations described in this Complaint,
7 Defendant has gained a decided advantage over competitors that abide by California's
8 laws relating to wage statements, timely payment of final wages, and minimum wage and
9 overtime laws. Defendant's unlawful practices constitute unfair competition. Section
10 17200 *et seq.* of the California Business and Professions Code prohibits such unfair
11 competition.

12 **CLASS-ACTION ALLEGATIONS**

13 41. Plaintiff brings the first through third, fifth through seventh, and tenth
14 through thirteenth causes of action below on a class-wide basis pursuant to Rule 23 of the
15 Federal Rules of Civil Procedure. Rule 23 provides:

16 (a) Prerequisites. One or more members of a class may sue or be sued
17 as representative parties on behalf of all members only if: (1) the class is so
18 numerous that joinder of all members is impracticable; (2) there are
19 questions of law or fact common to the class; (3) the claims or defenses of
20 the representative parties are typical of the claims or defenses of the class;
21 and (4) the representative parties will fairly and adequately protect the
22 interests of the class.

23 (b) Types of Class Actions. A class action may be maintained if Rule
24 23(a) is satisfied and if: . . . (3) the court finds that the questions of law or
25 fact common to class members predominate over any questions affecting
26 only individual members, and that a class action is superior to other
27 available methods for fairly and efficiently adjudicating the controversy.
28

1 Fed. R. Civ. P. 23. Pursuant to subdivisions (a) and (b)(3) of Rule 23, Plaintiffs seek to
 2 represent all individuals who, at any time since four years prior to the filing of this action
 3 to date, were or have been employed by Defendant in the State of California as a non-
 4 exempt, hourly worker. (Such persons are referred to hereafter as “Class Members,” and
 5 such period is referred to hereafter as the “Class Period”).

6 42. Defendant, as to Plaintiffs Rodriguez, Sheehan and to each member of the
 7 Orientation Subclass, failed to pay at least minimum wage and/or overtime for all hours
 8 worked pursuant to the relevant minimum wage and overtime requirements.
 9 Accordingly, Plaintiffs Rodriguez and Sheehan and Subclass Member is entitled to
 10 payment of his or her unpaid minimum wage, liquidated damages thereon, unpaid
 11 overtime, and interest.

12 43. Defendant, as to Plaintiffs and each Wage Statement Subclass Member, also
 13 failed to accurately provide the data required by section 226(a) of the California Labor
 14 Code and, accordingly, Defendant’s failure to provide such data entitles each Plaintiff
 15 and each Wage Statement Subclass Member to either actual damages or statutory
 16 liquidated damages, whichever is greater. As a Temporary Services Employer within the
 17 meaning of Labor Code section 201.3, Defendant is required to show on employee wage
 18 statements, “the rate of pay and the total hours worked for each temporary services
 19 assignment.” Cal. Lab. Code § 226(a)(9). The failure to provide Plaintiffs and each
 20 Wage Statement Subclass Member with the required data, caused Plaintiffs and each
 21 Subclass Member injury by depriving them of information to which they were legally
 22 entitled. Despite the requirements of the statute, it is not possible for the employee “from
 23 the wage statement alone” to ascertain “(i) The amount of the gross wages or net wages
 24 paid to the employee during the pay period or any of the other information required to be
 25 provided on the itemized wage statement pursuant to items (2) to (4), inclusive, (6), and
 26 (9) of subdivision (a).” Cal. Lab. Code §226(e)(2)(B).

27 44. Defendant’s failure to provide proper meal periods or rest breaks as required
 28 by sections 226.7 and 512 of the California Labor Code and the applicable Wage Order

1 entitles Plaintiffs Rodriguez, Sheehan and Class Members to payment of an additional
2 hour of pay at the employee's regular rate of compensation for each work day that a
3 proper meal period was not provided, as well as liquidated statutory damages.

4 45. Defendant failed to provide a compliant sick leave policy pursuant to the
5 California Labor Code, the policy, inter alia, excluding grandparents and grandchildren
6 from the status of family members. This entitles Plaintiffs and Class Members to
7 damages, including interest thereon, and they request such relief as well as civil penalties.

8 46. Defendant's failure to make payments within the time provided by sections
9 201, 201.3, or 202 of the California Labor Code has been and is "willful" within the
10 meaning of section 203 of the California Labor Code and, accordingly, Plaintiffs and
11 each Former Employee Subclass Member who quit or was discharged and was not paid in
12 accordance with the law is entitled to the continuing wages for which provision is made
13 by section 203 of the California Labor Code.

14 47. The Members of the Class and Subclasses are sufficiently numerous in that
15 joinder of all such Members would be impracticable, however not so large as to make the
16 class unmanageable. Further, the disposition of the claims of the Class and Subclasses in
17 a class action will provide substantial benefits to both the parties and the Court.

18 48. Despite the size of the proposed Class, the Class Members are readily
19 ascertainable through an examination of the records that Defendant is required by law to
20 keep. Likewise, the dollar amount owed to each Class Member is readily ascertainable
21 by an examination of those same records.

22 49. The provisions of the California Labor Code upon which Plaintiffs base their
23 claims are broadly remedial in nature. These laws and labor standards serve an important
24 public interest in establishing minimum working conditions and standards in California.
25 These laws and labor standards protect the average working employee from exploitation
26 by employers who may seek to take advantage of superior economic and bargaining
27 power in setting onerous terms and conditions on employment.
28

1 50. The nature of this action and the laws available to Plaintiffs and Class
 2 Members make the class-action format a particularly efficient and appropriate procedure
 3 to redress the wrongs alleged herein. Further, this case involves a large corporate
 4 defendant and a large number of individual employees with many relatively small claims.
 5 If each employee were required to file an individual lawsuit, ABM would necessarily
 6 gain an unconscionable advantage because it would be able to exploit and overwhelm the
 7 limited resources of each individual plaintiff with its vastly superior legal and financial
 8 resources.

9 51. Requiring each Class Member to pursue an individual remedy would also
 10 discourage the assertion of lawful claims by employees who would be disinclined to file
 11 an action against their former and/or current employer for real and justifiable fear of
 12 retaliation and permanent damage to their careers with respect to subsequent
 13 employment.

14 52. Moreover, the prosecution of separate actions by individual Class Members
 15 would create a substantial risk of inconsistent or varying adjudications with respect to
 16 individual Class Members against the Defendant.

17 53. There is a well-defined community of interest in the questions of law and
 18 fact involved affecting the parties to be represented. The questions of law and fact
 19 common to the Class predominate over questions that may impact individual Class
 20 Members. These common questions include but are not limited to, the following:

21 (a) Whether Defendant's practice of deducting uniform deposits from the
 22 paychecks of employees and failing to hold those funds in a segregated, interest bearing
 23 account is unlawful;

24 (b) Whether Defendant failed to pay minimum wage under California Labor Code
 25 § 1194(a);

26 (c) Whether Defendant utilized and enforced a sick leave policy that violated
 27 Labor Code sections 233 and 234;

28 (d) Whether Defendant implemented and engaged in a systematic practice under

1 which it improperly calculated employees' overtime wages;

2 (e) Whether Defendant failed to provide employees with adequate paystubs in
3 accordance with California Labor Code § 226(a);

4 (e) Whether Defendant failed to timely provide quitting or terminated employees
5 their final wages;

6 (f) Whether Defendant failed to provide Lead and Supervisors who were required
7 to have radios operating at all times with proper meal periods and rest breaks;

8 (g) Whether Defendant's conduct constituted an illegal, unfair, or deceptive
9 business practice;

10 (h) Whether Plaintiffs and Class Members are entitled to statutory damages,
11 restitution, and/or penalties.

12 54. Proof of a common business practice or factual pattern that Plaintiffs
13 experienced is representative of that experienced by the Class and will establish the right
14 of each Class Member to recover on the causes of action alleged.

15 55. Such a pattern, practice, and uniform administration of illegal corporate
16 policies with respect to employee compensation, as described herein, creates an
17 entitlement in common for Plaintiffs and Class Members to recover in a civil action the
18 unpaid balance of the full amount of the compensation owing, including interest thereon,
19 reasonable attorney's fees, and costs of suit according to the mandate of the California
20 Labor Code section 218.5.

21 56. Furthermore, Plaintiffs and Class Members are entitled in common to
22 restitution and disgorgement of funds withheld improperly by Defendant ABM.
23 Accordingly, Plaintiffs on behalf of Class Members will seek the creation of a common
24 fund made up of the aforementioned damages.

25 57. Plaintiffs assert claims that are typical of those of the Class Members
26 because they were employed by ABM in California, they were subjected to ABM's
27 uniform policies and procedures, and they were similarly injured as a result of ABM's
28 actions.

58. Plaintiffs will fairly and adequately represent and protect the interests of the Class Members in that they have no disabling conflicts of interest that would be antagonistic to other Class Members. Moreover, Plaintiffs seek relief that is not antagonistic or adverse to the Class Members in that the infringement of their rights and the damages that they suffered are typical of all other Class Members. Additionally, Plaintiffs have retained counsel who are competent and experienced in class-action litigation.

59. Plaintiffs and Class Members have all similarly suffered irreparable harm and damages as a result of Defendant's unlawful and wrongful conduct. This action will provide substantial benefits to both the Class and the public because, absent this action, Defendant's unlawful conduct will continue un-remedied and uncorrected.

FLSA COLLECTIVE-ACTION ALLEGATIONS

60. In this collective action, Plaintiffs Rodriguez and Sheehan seek to represent all individuals employed by Defendant who, at any time during the three years preceding the filing of this Complaint, up to the time of the filing of a motion for certification of a collective action, who participated in an ABM new-hire training session[s] in California (the "Collective Action Members"). Attached hereto as **Exhibit 4** are true and correct copies of the FLSA consent forms for Plaintiffs Artiga, Rodriguez and Sheehan.

61. Plaintiffs Rodriguez and Sheehan are similarly situated with the Collective Action Members in that: (a) Plaintiffs Rodriguez and Sheehan and the Collective Action Members were employed by Defendant; (b) Plaintiffs Rodriguez and Sheehan and the Collective Action Members were not paid their minimum wages for all hours worked; (c) Defendant knowingly and willfully violated provisions of the FLSA by not paying Plaintiffs Rodriguez and Sheehan and the Collective Action Members their wages; (d) As a result of the practice of Defendant of withholding compensation for all hours worked, Plaintiffs Rodriguez and Sheehan and the Collective Action Members have been similarly damaged in that they have not received timely payment in full of their earned wages.

62. This action is maintainable as an “opt-in” collective action pursuant to 29 U.S.C. § 216(b) as to claims for liquidated damages, costs and attorneys’ fees under the FLSA. All individuals employed by Defendants who, at any time since three years prior to the filing of this Complaint participated in an ABM New-Hire Training Session in California should be given notice and be allowed to give their consent in writing, i.e., “opt in,” to the collective action pursuant to 29 U.S.C. § 216(b).

FIRST CLAIM FOR RELIEF

(Failure to Make Security Deposits Pursuant to California Labor Code §§ 403, 404, and 405 and in Violation of IWC Wage Order, Sec. 9(c)

(Claim by Plaintiff Artiga and the Class against Defendant ABM)

63. Plaintiffs repeat and re-allege the preceding paragraphs as if fully set forth herein.

64. The Wage Order provides, in part:

(C) A reasonable deposit may be required as security for the return of the items furnished by the employer under provisions of subsections (A) and (B) of this section upon issuance of a receipt to the employee for such deposit. Such deposits shall be made pursuant to Section 400 and following of the Labor Code or an employer with the prior written authorization of the employee may deduct from the employee’s last check the cost of an item furnished pursuant to (A) and (B) above in the event said item is not returned. No deduction shall be made at any time for normal wear and tear. All items furnished by the employer shall be returned by the employee upon completion of the job.

Wage Order, ¶9(C). Defendant ABM’s practice of taking uniform deductions from Plaintiffs and members of the Class’s paychecks violates California Labor Code § 403, 404, and 405. Plaintiffs are informed and believe and based thereon allege that Defendant ABM commingled the earned but unpaid wages of Plaintiffs and the Class with other funds of ABM in violation of Labor Code § 405. ABM failed and refused to

1 pay interest to workers on the return of such deposits.

2 65. Plaintiff Artiga and the Class are entitled to a declaratory judgment that
3 Defendant ABM's practices violate Labor Code §§ 403, 404 and 405 and any associated
4 penalties.

5 ***SECOND CLAIM FOR RELIEF***

6 *Failure to Provide Adequate Pay Stubs*

7 *In Violation of California Labor Code § 226*

8 *(Claim by Plaintiffs and the Wage Statement Subclass and against Defendant ABM)*

9 66. Plaintiffs repeat and re-allege the preceding paragraphs as if fully set forth
10 herein.

11 67. The California Labor Code requires employers to furnish each employee
12 with an itemized statement on a semi-monthly basis or with each paycheck showing the
13 gross wages earned, net wages earned, and all applicable deductions. See Cal. Lab. Code
14 § 226(a).

15 68. Defendant failed to timely provide Plaintiffs and Wage Statement Subclass
16 Members with wage statements conforming to the requirements of section 226(a) of the
17 California Labor Code. Despite the requirements of the statute, Defendant did not
18 provide accurate information to Plaintiffs and/or Wage Statement Subclass Members
19 regarding the wage rates, inclusive dates of the pay period and hours worked. It is not
20 possible for Plaintiffs and/or Wage Statement Subclass Members "from the wage
21 statement alone" to ascertain information required to be provided on the itemized wage
22 statements pursuant to section 226(a). ABM's failure to provide the correct information
23 on these wage statements has caused confusion by making it impossible for Plaintiffs and
24 Wage Statement Subclass Members to determine whether or not they have been paid
25 correctly. In addition, although ABM was a temporary services employer during the time
26 period relevant to this complaint, ABM failed to comply with the requirements of Cal.
27 Lab. Code § 226(a)(9) and provide "the rate of pay and the total hours worked for each
28 temporary services assignment." Cal. Lab. Code § 226(a)(9).

69. Plaintiffs and Wage Statement Subclass Members were injured by Defendant's failure to maintain and provide adequate payroll records, and they are therefore entitled to seek the amounts set forth in Labor Code section 226(e), including reasonable attorney's fees and costs of suit.

THIRD CLAIM FOR RELIEF

Failure to Pay Minimum Wage, Cal. Lab. Code § 1194 (Claim by all Plaintiffs Rodriguez and Sheehan and the Training Subclass against Defendant ABM)

70. Plaintiffs Rodriguez and Sheehan repeat and re-allege the preceding paragraphs as if fully set forth herein.

71. Within the four years before the filing of this action, Defendant employed Plaintiffs Rodriguez and Sheehan and members of the Training Subclass.

72. Section 1197 of the Labor Code states:

The minimum wage for employees fixed by the commission or by any applicable state or local law, is the minimum wage to be paid to employees, and the payment of a lower wage than the minimum so fixed is unlawful.

This section does not change the applicability of local minimum wage laws to any entity.

Labor Code § 1197.

73. Defendant, by failing to pay Plaintiffs Rodriguez and Sheehan and Subclass Members, at least the minimum wage and/or overtime compensation for all of their hours worked, as required by and in violation of sections 510, 1194 and 1197 of the California Labor Code.

74. Reserved.

75. Reserved.

76. Plaintiffs and Subclass members are accordingly entitled to the payment of any back wages, liquidated damages, and the payment of liquidated damages, penalties and civil penalties to each employee whose rights were violated for each day that the violation occurred or continued and reasonable attorney's fees and costs.

FOURTH CLAIM FOR RELIEF

Failure to Pay Minimum Wage,

Fair Labor Standards Act, 29 U.S.C. § 216(b))

*(On Behalf of Plaintiffs Rodriguez and Sheehan and Collective Action Members
Against Defendant)*

77. Plaintiffs Rodriguez and Sheehan replead, reallege, and incorporate by reference each and every allegation set forth in the Complaint.

78. Defendant intentionally and improperly failed to pay Plaintiffs Rodriguez and Sheehan and Collective Action Members minimum wage compensation to which they are entitled. The FLSA, 29 U.S.C. § 207 provides, in relevant part:

[N]o employer shall employ any of his employees who in any workweek is engaged in commerce or in the production of goods for commerce, or is employed in an enterprise engaged in commerce or in the production of goods for commerce, for a workweek longer than forty hours unless such employee receives compensation for his employment in excess of the hours above specified at a rate not less than one and one-half times the regular rate at which he is employed.

29 U.S.C. § 207(a)(1).

79. During their employment with Defendant, Plaintiffs Rodriguez and Sheehan and Collective Action Members were not paid for all of their time worked.

80. Accordingly, Plaintiffs and Collective Action Members request payment of minimum wage according to proof, liquidated damages, attorney's fees, and costs pursuant to 29 U.S.C. § 216(b).

FIFTH CLAIM FOR RELIEF

Continuing Wages, California Labor Code § 203

(Claim by Plaintiffs and the Former Employee Subclass and against Defendant ABM)

81. Plaintiffs repeat and re-allege the preceding paragraphs as if fully set forth herein.

82. Section 203 of the Labor Code states that, “[i]f an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, . . . [or] 202, . . . any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days.” Cal. Lab. Code § 203(a). By failing to pay minimum and overtime wages and vacation wages as alleged above, as well as by unlawfully deducting deposits from the paychecks of Class Members and failing to pay wages for missed meal breaks and/or rest periods, Defendant has willfully failed to pay all wages due and owing to those Class Members who are no longer employed by Defendant.

83. Plaintiffs and Former Employee Subclass Members are therefore entitled to seek the amounts set forth in Labor Code section 203(e).

SIXTH CLAIM FOR RELIEF

Failure to Provide Meal Periods, California Labor Code sections 226.7 and 512 and IWC Wage Order

(Claim by Plaintiffs Rodriguez and Sheehan and the Class and against Defendant ABM)

84. Plaintiffs Rodriguez and Sheehan replead, reallege, and incorporate by reference each and every allegation set forth in the Complaint.

85. At all times herein relevant, sections 226.7 and 512 of the California Labor Code provided that employees must receive meal periods of not less than thirty minutes if an employee works for a period of more than five hours and a second thirty-minute meal period if an employee works for a period more than ten hours in a workday. Plaintiffs Rodriguez and Sheehan, as a Supervisor and Lead, respectively, and the Meal Break Class of Supervisors and Leads consistently worked more than 4 hour shifts. However, they were required to keep their radios or walkie talkies on their persons, turned on and audible at all times, including during their meal breaks.

86. Because Defendant failed to properly provide the proper meal periods, it is liable to Plaintiffs Rodriguez and Sheehan and the Class for one hour of

1 additional pay at the regular rate of compensation for each workday that the proper meal
 2 periods were not provided, pursuant to Labor Code section 226.7. Plaintiffs Rodriguez
 3 and Sheehan also request relief as described below.

4 **SEVENTH CAUSE OF ACTION**

5 *Failure to Provide A Proper Rest Break Policy in Violation of California Labor*
 6 *Code § 226.7 and Wage Order.*

7 *(Claim by Plaintiff Rodriguez and Sheehan and the Class and against Defendant ABM)*

8 87. Plaintiffs Rodriguez and Sheehan reallege and incorporate herein by reference
 9 the allegations contained in this Complaint as though fully set forth herein.

10 88. Labor Code Section 226.7 and the relevant Wage Orders require an employer
 11 to pay an additional hour of compensation for each rest period the employer fails to
 12 provide a compliant rest period. Employees are entitled to a rest period of ten minutes for
 13 every four hours worked or major fraction thereof.

14 89. Plaintiff Rodriguez and Sheehan, as a Supervisor and Lead, respectively, and
 15 the Rest Break Class of Supervisors and Leads consistently worked more than 4 hour
 16 shifts. However, they were required to keep their radios or walkie talkies on their persons,
 17 turned on and audible at all times, including during their rest breaks.

18 90. Pursuant to Labor Code section 226.7 and Wage Order 4, 9, or 11, Plaintiff
 19 and the Rest Break Class are entitled to damages in an amount equal to one hour of wages
 20 per missed rest period, in an amount to be proven at trial.

21 **EIGHTH CAUSE OF ACTION**

22 *Failure to Provide A Proper Sick Leave Policy in Violation of California Labor*
 23 *Code § 233, 234.*

24 *(Claim by Plaintiffs and the Class and against Defendant ABM)*

25 91. Plaintiffs repeat and reallege all paragraphs in this Complaint as if fully set
 26 forth herein.

27 92. At all times relevant to this Complaint, Labor Code §§ 233, 234 were in full
 28 force and effect and binding on Defendant. Under California law, for purposes of

1 compliance with sections 233 and 234 of the Code, a “family member” includes both a
 2 grandparent and a grandchild. Code § 245.5 (c)(5) and (6). Under ABM’s sick leave
 3 policies, neither a grandparent nor a grandchild is deemed a covered “family member.”
 4 Maintaining such an illegal policy is a per se violation of Section 233. An employee
 5 working under this policy is entitled to appropriate legal and equitable relief pursuant to
 6 Section 233.” Cal. Labor Code § 234.

7 93. Plaintiffs are informed and believe, and thereon allege that the sick leave
 8 policy of Defendant is unlawful under of the California Labor Code. Plaintiffs and the
 9 Class Members are therefore entitled to the recovery of “actual damages or one day’s
 10 pay, whichever is greater, and to appropriate equitable relief.” Cal. Lab. Code § 233, as
 11 well as an award of reasonable attorneys’ fees.

12 ***NINTH CLAIM FOR RELIEF***

13 *Violation of California Business and Professions Code § 17200 et seq.*

14 *(Claim by Plaintiffs and the Class and against Defendant ABM)*

15 94. Plaintiffs repeat and re-allege the preceding paragraphs as if fully set forth
 16 herein.

17 95. California Business and Professions Code section 17200 *et seq.* prohibits
 18 acts of unfair competition, including any “unlawful, unfair, or fraudulent business act or
 19 practice.” Cal. Bus. & Prof. Code § 17200. Plaintiffs allege that ABM has engaged in
 20 unfair business practices in California by the above-described failure to pay minimum
 21 and overtime wages to employees, failure to maintain accurate payroll records, failure to
 22 provide adequate paystubs, failure to pay final wages and vacation wages to quitting
 23 and/or discharged employees and through its unlawful deductions from employee
 24 paychecks and failure to keep those funds in a segregated, interest-bearing account,
 25 failure to provide proper meal periods, and failure to provide a lawful sick pay policy.

26 96. ABM’s actions entitle Plaintiffs and Class Members to seek the remedies
 27 available pursuant to section 17200 *et seq.* Plaintiffs seek full restitution of said amounts
 28 from ABM, as necessary and according to proof, to restore any and all amounts—

1 including interest—withheld, acquired, or converted by ABM by means of the unfair
 2 practices complained of herein. Plaintiffs, on behalf of themselves and other similarly
 3 situated employees, as well as on behalf of the general public, further seek attorney’s fees
 4 and costs pursuant to sections 218.5 of the California Labor Code and 1021.5 of the
 5 California Code of Civil Procedure. In addition, Plaintiffs seek the appointment of a
 6 receiver as necessary.

7 **TENTH CLAIM FOR RELIEF**

8 *Civil Penalties Pursuant to California Labor Code § 2698 et seq.*

9 *(Claim by Plaintiffs and Aggrieved Employees and against Defendant ABM)*

10 97. Plaintiffs repeats and re-alleges the preceding paragraphs as if fully set forth
 11 herein.

12 98. Plaintiffs are “aggrieved employees” under PAGA, as they were employed
 13 by Defendant during the applicable statutory period and suffered one or more of the
 14 Labor Code Violation set forth herein. Accordingly, they seek to recover on behalf of
 15 themselves, the California Labor and Workforce Development Agency (“LWDA”) and
 16 all other current and former Aggrieved Employees of Defendant, the civil penalties for
 17 which provision is made by PAGA, as well as reasonable attorney’s fees and costs.

18 99. Pursuant to section 2699.3(a)(1) of the Labor Code, on or about August 28,
 19 2018, Plaintiff Artiga gave written notice by online filing to the LWDA of the specific
 20 provisions of the Labor Code and Los Angeles Minimum Wage Ordinance alleged to
 21 have been violated, including the theories set forth in this Complaint. Also on that day,
 22 Plaintiff Artiga gave written notice by certified mail to Defendant of the specific
 23 provisions of the Labor Code and Minimum Wage Ordinances alleged to have been
 24 violated by Defendant. Pursuant to section 2699.3(a)(1) of the Labor Code, on or about
 25 October 12, 2019, Plaintiffs Rodriguez and Sheehan gave written notice by online filing
 26 to the LWDA of the specific provisions of the Labor Code and Minimum Wage
 27 Ordinances alleged to have been violated, including the theories set forth in this
 28 Complaint. Also on that day, Plaintiffs Rodriguez and Sheehan gave written notice by

1 certified mail to Defendant of the specific provisions of the Labor Code and Minimum
2 Wage Ordinances alleged to have been violated by Defendant.

3 100. Under PAGA, “[t]he agency shall notify the employer and the aggrieved
4 employee or representative by certified mail that it does not intend to investigate the
5 alleged violation within 60 calendar days of the postmark date of the notice received
6 pursuant to paragraph (1). Upon receipt of that notice or if no notice is provided within
7 65 calendar days of the postmark date of the notice given pursuant to paragraph (1), the
8 aggrieved employee may commence a civil action pursuant to Section 2699.” Cal. Lab.
9 Code § 2699.3(a)(2)(A). More than 65 calendar days have passed since PAGA notice
10 was sent by Plaintiff Artiga, and Plaintiff Artiga therefore may commence a civil action
11 pursuant to Section 2699. After 65 days have passed from the date of their October 12,
12 2019 PAGA Notice, Saravia will also be permitted to pursue his claim pursuant to
13 PAGA.

14 101. Plaintiffs seek to recover the PAGA civil penalties through a representative
15 action permitted by PAGA and the California Supreme Court in Arias v. Superior Court,
16 46 Cal. 4th 969 (2009). Therefore, class certification of the PAGA claims is not required.

17 102. Plaintiffs seek civil penalties pursuant to PAGA for violations of the City of
18 Los Angeles Minimum Wage Ordinance, County of Los Angeles Minimum Wage
19 Ordinance, the IWC Wage Order and the following Labor Code provisions: sections 201,
20 202, 203, 204, 226, 226.7, 227.3 233, 234, 403, 404, 405, 406, 510, 512, and 1194.

21 103. Plaintiffs also specifically seeks civil penalties pursuant to PAGA for
22 violations of California Labor Code section 221. Said section prohibits Defendant ABM
23 from collecting any part of wages paid by the employer to the employee. Notwithstanding
24 the requirements of Labor Code § 221, Defendant ABM deducted amounts from
25 Plaintiffs and Aggrieved Employees for the maintenance of their uniforms. Plaintiffs are
26 informed and believe, and thereon allege that the deductions made by Defendant ABM
27 are an unlawful attempt at passing on business loses and/or expenses to employees and
28 constitutes an unlawful collection of wages previously paid in violation of Labor Code §

221. Plaintiffs and Aggrieved Employees are entitled to the recovery of all improper deductions and civil penalties pursuant to Labor Code § 225.5.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for judgment as follows:

1. That the Court certify the class and subclasses described in this Complaint.

2. With respect to the first claim for relief, that the Court enter judgment in favor of Plaintiffs and the Class for all improper deductions, civil penalties, reasonable attorney's fees, and costs of suit, all according to proof, against Defendant ABM.

3. With respect to the second claim for relief, that the Court enter judgment in favor of Plaintiffs and the Wage Statement Subclass for pay-stub damages, reasonable attorney's fees, and costs of suit, all according to proof, against Defendant ABM .

4. With respect to the third claim for relief, that the Court enter judgment in favor of Plaintiffs Rodriguez and Sheehan, the Training Subclass for back wages and penalties to each employee whose rights were violated for each day that the violation occurred or continued, civil penalties, attorney's fees and costs, all according to proof, against Defendant ABM.

5. With respect to the fourth claim for relief, Plaintiffs Rodriguez and Sheehan and Collective Action Members be awarded their unpaid minimum wage compensation, liquidated damages, and attorneys' fees and costs, according to proof, pursuant to 29 U.S.C. § 216(b), against Defendant ABM.

6. With respect to the fifth claim for relief, that this Court enter judgment in favor of Plaintiffs and the 203 Subclass for payment of their continuing wages pursuant to California Labor Code section 203.

7. With respect to the sixth claim for relief, Plaintiffs Rodriguez and Sheehan and the Meal Break Class be awarded an additional hour of pay for each workday for which they acted as either a Lead or Supervisor and a proper meal period was not, due to the requirement that the phone be responded to at all times, properly provided, or during which they experienced truncated or tardy meal breaks or failed to be provided a second

1 meal break after ten hours of work, reasonable attorneys' fees, and costs of suit, each
2 according to proof, pursuant to California Labor Code section 226.7, against Defendant
3 ABM.

4 8. With respect to the seventh claim for relief, Plaintiffs Rodriguez and
5 Sheehan and the Rest Break Class be awarded an additional hour of pay for each
6 workday for which they acted as either a Lead or Supervisor and a proper rest period was
7 not, due to the requirement that the phone or walkie-talkie be responded to at all times,
8 properly provided, reasonable attorneys' fees, and costs of suit, each according to proof,
9 pursuant to California Labor Code section 226.7, against Defendant ABM.

10 9. With respect to the eighth claim for relief Defendant's for failure to maintain
11 a proper sick leave policy in violation of the California Labor Code, including sections
12 233 and 234, that the Court award Plaintiffs and Class Members recovery of "actual
13 damages or one day's pay, whichever is greater, and to appropriate equitable relief," and
14 attorneys' fees.

15 10. With respect to the ninth claim for relief, that it be adjudged that ABM's
16 violations of the California Labor Code, the FLSA and Minimum Wage Ordinances
17 constitute violations of section 17200 *et seq.* of the California Business and Professions
18 Code. Accordingly, Plaintiffs request that the Court order Defendant to pay restitution to
19 Members of the Class in the form of the compensation retained by ABM for the period of
20 time from four years prior to the filing of the original Complaint to date. Plaintiffs
21 request that the Court award Plaintiffs their reasonable attorney's fees and costs incurred
22 in the prosecution of this claim for relief, against Defendant ABM.

23 11. With respect to the tenth claim for relief, that the Court enter judgment in
24 favor of Plaintiffs and other aggrieved former and current employees their civil penalties,
25 attorney's fees, and costs of suit, all according to proof, pursuant to section 2699 of the
26 Labor Code, against Defendant ABM.

27 12. For such further relief as the Court may order, including reasonable
28 attorney's fees, costs of suit, and interest pursuant to sections 218.5 and 218.6 of the

1 California Labor Code, as well as section 1021.5 of the California Code of Civil
2 Procedure.

3
4 DATED: October 14, 2019

HARRIS & RUBLE

5
6 /s/ Alan Harris

7 Alan Harris

Attorneys for Plaintiffs

8
9 **REQUEST FOR JURY TRIAL**

10 Plaintiffs request a trial by jury as to all claims for relief.

11
12 DATED: October 14, 2019

HARRIS & RUBLE

13 /s/ Alan Harris

14 Alan Harris

Attorneys for Plaintiffs

INDEX TO EXHIBITS

Exhibit 1 – Plaintiff Artiga Wage Statements

Exhibit 2 – Plaintiff Rodriguez Wage Statements

Exhibit 3 – Plaintiff Sheehan Wage Statements

Exhibit 4 – FLSA Consent Forms for Plaintiffs Artiga, Rodriguez and Sheehan

Exhibit 1

ABM Industry Groups, LLC

14141 Southwest Frwy, Suite 425

Sugar Land, TX 77478

Tel: 713-776-5100

ISABEL ARTIGA	Company	00305	Begin Date	07/01/18	Check #	21200141	Vacation Bal	
EE # 7015274	Bus Unit	22424203	End Date	07/15/18	Check Date	07/13/18	Sick Bal	14.80
SSN XXX-XX-XXXX	Gross Wages	540.00	Taxable YTD	17,319.61	Net Pay	489.29	BIN	07243124
EARNINGS				DEDUCTIONS				
Pay Description	Hours	Rate	Amount	YTD Amount	Description	Current	YTD	
REGULAR	32.00	13.50	432.00	12,286.29	Federal Income Tax	4.00	1,028.44	
PPD ADJ R				806.40	Federal FICA Withheld	33.48	1,073.82	
PPD ADJ D				392.00	Federal Medicare Withheld	7.83	251.13	
OVERTIME				470.30	CALIFORNIA WH		145.17	
HOLIDAY P	8.00	13.50	108.00	108.00	CALIFORNIA SDI EE	5.40	173.20	
HOL NOT W				343.00	Union Dues		180.00	
MEAL BR P				12.25	DUES ARREARS		24.50	
SICK PAY				392.00	EMP DEP \$		-250.00	
VAC ACC (				1,039.37				
VAC ACC-S				1,470.00				
	40.00		540.00			50.71	2,626.26	

DETACH BEFORE DEPOSITING

SECURITY ALERT: PAPER CONTAINS CHAIN LINK WATERMARK - HOLD TO LIGHT TO VERIFY WATERMARK • SEE REVERSE SIDE FOR LIST OF SECURITY FEATURES

ABM Industry Groups, LLC
14141 Southwest Frwy, Suite 425
Sugar Land, TX 77478
Tel: 713-776-5100

THIS IS WATERMARKED PAPER. DO NOT
ACCEPT WITHOUT NOTING WATERMARK.
HOLD TO LIGHT TO
VERIFY WATERMARK.

Payable at your local Bank of America
or at 850 N. Broadway
Los Angeles CA

70-2328/719 IL

CHECK NO. 21200141

DATE 7/13/2018

VOID AFTER 180 DAYS

*****\$489.29

Four hundred eighty nine and 29/100 Dollars

TO
THE
ORDER
OF

ISABEL ARTIGA

COUNTER SIGNATURE REQUIRED
IF AMOUNT IN EXCESS OF \$10,000.00

⑈ 21200141⑈ ⑆071923284⑆ 8765917625⑈

00305 22424203 00305- 22424203-8385-22424203

ABM Industry Groups, LLC
14141 Southwest Frwy, Suite 425
Sugar Land, TX 77478
Tel: 713-776-5100

ISABEL ARTIGA

EXHIBIT
ARJ-R1R-RI (Rev 7-15)

ABM Industry Groups, LLC

14141 Southwest Frwy, Suite 425

Sugar Land, TX 77478

Tel: 713-776-5100

ISABEL ARTIGA		Company	00305	Begin Date	07/01/18	Check #	21200142	Vacation Bal	
EE #	7015274	Bus Unit	22424203	End Date	07/15/18	Check Date	07/13/18	Sick Bal	17.37
SSN	XXX-XX-XXXX	Gross Wages	1,039.37	Taxable YTD	17,319.61	Net Pay	886.79	BIN	07243124
EARNINGS					DEDUCTIONS				
Pay Description	Hours	Rate	Amount	YTD Amount	Description	Current	YTD		
REGULAR				12,286.29	Federal Income Tax	56.79	1,028.44		
PPD ADJ R				806.40	Federal FICA Withheld	64.45	1,073.82		
PPD ADJ D				392.00	Federal Medicare Withheld	15.07	251.13		
OVERTIME				470.30	CALIFORNIA WH	5.88	145.17		
HOLIDAY P				108.00	CALIFORNIA SDI EE	10.39	173.20		
HOL NOT W				343.00	Union Dues		210.00		
MEAL BR P				12.25	DUES ARREARS		36.75		
SICK PAY				392.00	EMP DEP \$		-250.00		
VAC ACC (	76.99	13.50	1,039.37	1,039.37					
VAC ACC-S				1,470.00					
	76.99		1,039.37			152.58	2,668.51		

DETACH BEFORE DEPOSITING

SECURITY ALERT: PAPER CONTAINS CHAIN LINK WATERMARK - HOLD TO LIGHT TO VERIFY WATERMARK - SEE REVERSE SIDE FOR LIST OF SECURITY FEATURES

ABM Industry Groups, LLC
14141 Southwest Frwy, Suite 425
Sugar Land, TX 77478
Tel: 713-776-5100

THIS IS WATERMARKED PAPER. DO NOT
ACCEPT WITHOUT NOTING WATERMARK.
HOLD TO LIGHT TO
VERIFY WATERMARK.

Payable at your local Bank of America
or at 850 N. Broadway
Los Angeles CA

70-2328/719 IL

CHECK NO. 21200142

DATE 7/13/2018

VOID AFTER 180 DAYS

*****\$886.79

Eight hundred eighty six and 79/100 Dollars

TO
THE
ORDER
OF

ISABEL ARTIGA



COUNTER SIGNATURE REQUIRED
IF AMOUNT IN EXCESS OF \$10,000.00

⑈ 21200142 ⑈ ⑈ 071923284⑈ 8765917625⑈

00305 22424203 00305- 22424203-8385-22424203

ABM Industry Groups, LLC
14141 Southwest Frwy, Suite 425
Sugar Land, TX 77478
Tel: 713-776-5100

ISABEL ARTIGA

ABM Industry Groups, LLC

14141 Southwest Frwy, Suite 425

Sugar Land, TX 77478

Tel: 713-776-5100

ISABEL ARTIGA

EE # 7015274

SSN XXX-XX-XXXX

Company

00305

Bus Unit

22424203

Gross Wages

606.31

Begin Date

07/01/18

End Date

07/15/18

Taxable YTD

17,925.92

Check #

329203

Check Date

07/20/18

Net Pay

500.98

Vacation Bal

Sick Bal

16.97

IIN

07243124

EARNINGS					DEDUCTIONS		
Pay Description	Hours	Rate	Amount	YTD Amount	Description	Current	YTD
REGULAR	40.00	12.60	504.00	12,790.29	Federal Income Tax	10.83	1,038.07
PPD ADJ R				806.40	Federal FICA Withheld	37.58	1,111.41
PPD ADJ D				392.00	Federal Medicare Withheld	8.80	259.93
OVERTIME	0.08	18.90	1.51	471.81	CALIFORNIA WH		145.17
HOLIDAY P	8.00	12.60	100.80	206.80	CALIFORNIA SDI EE	6.06	179.28
HOL NOT W				343.00	Union Dues	30.00	210.00
MEAL BR P				12.25	DUES ARREARS	12.25	36.75
SICK PAY				392.00	EMP DEP \$		-250.00
VAC ACC (				1,039.37			
VAC ACC-S				1,470.00			
Total	48.08		606.31			105.33	2,731.59

DETACH BEFORE DEPOSITING

Bank No.	Name of Bank / Saving & Loan	Account Number	Amount

DEPOSITED FOR:

ISABEL ARTIGA

ABM Industry Groups, LLC
 14141 Southwest Frwy, Suite 425
 Sugar Land, TX 77478
 Tel: 713-776-5100

STL MT - 234
 NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE
 EXHIBIT F

Exhibit 2



GABRIEL RODRIGUEZ

ABM INDUSTRY GROUPS, LLC
 • 14141 SOUTHWEST FRWY, SUITE 425 •
 SUGARLAND, TX 77478
 (323) 234-2001
 BIN: 07243124

Statement of Earnings and Deductions

Name	SSN	Employee ID	Company	Bus Unit
GABRIEL RODRIGUEZ	XXX-XX-XXXX	11003707	00451	32327747
Check Number	Pay Period Start	Pay Period End	Check Date	Net Pay
332400	7/16/2019	7/31/2019	8/7/2019	1,029.22

Earnings

Description	Hours	Rate	Current Amount	YTD Amount
REGULAR	88.00	12.50000	1,100.00	10,215.28
RETRO PAY				57.20
RETRO OT				0.56
PPD ADJ R				29.99
OVERTIME	10.47	18.75000	196.32	292.54
HOL NOT W				222.00
MEAL BR P				25.00
SICK PAY				100.00
Total:	98.47		1,296.32	
Taxable YTD:				10,942.57

Deductions

Description	Current Amount	YTD Amount
Federal Income Tax	128.48	891.60
Federal FICA Withheld	80.37	678.44
Federal Medicare Withheld	18.80	158.67
CALIFORNIA WH	26.49	106.42
CALIFORNIA SDI EE	12.96	109.43
EMPL RECV		-573.26
Total:	267.10	1,371.30

Accruals

Description	Taken	Available
SICK BAL	8.00	29.54

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GABRIEL RODRIGUEZ

ABM INDUSTRY GROUPS, LLC
 • 14141 SOUTHWEST FRWY, SUITE 425 •
 SUGARLAND, TX 77478
 (323) 234-2001
 BIN: 07243124

Statement of Earnings and Deductions

Name	SSN	Employee ID	Company	Bus Unit
GABRIEL RODRIGUEZ	XXX-XX-■■■■	11003707	00451	32327747
Check Number	Pay Period Start	Pay Period End	Check Date	Net Pay
329483	7/1/2019	7/15/2019	7/22/2019	1,223.07

Earnings

Description	Hours	Rate	Current Amount	YTD Amount
REGULAR	83.98	16.00000	1,343.68	9,115.28
RETRO PAY				57.20
RETRO OT				0.56
PPD ADJ R				29.99
OVERTIME	3.52	24.00000	84.48	96.22
HOL NOT W	8.00	16.00000	128.00	222.00
MEAL BR P				25.00
SICK PAY				100.00
Total:	95.50		1,556.16	
Taxable YTD:				9,646.25

Deductions

Description	Current Amount	YTD Amount
Federal Income Tax	159.66	763.12
Federal FICA Withheld	96.48	598.07
Federal Medicare Withheld	22.56	139.87
CALIFORNIA WH	38.82	79.93
CALIFORNIA SDI EE	15.57	96.47
EMPL RECV		-573.26
Total:	333.09	1,104.20

Accruals

Description	Taken	Available
SICK BAL	8.00	26.60

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Statement of Earnings and Deductions

Name	SSN	Employee ID	Company	Bus Unit
GABRIEL RODRIGUEZ	XXX-XX-████	11003707	00451	32327747
Check Number	Pay Period Start	Pay Period End	Check Date	Net Pay
326630	6/16/2019	6/30/2019	7/5/2019	310.63

Earnings

Description	Hours	Rate	Current Amount	YTD Amount
REGULAR	28.99	12.50000	362.38	7,771.60
RETRO PAY				57.20
RETRO OT				0.56
PPD ADJ R				29.99
OVERTIME				11.74
HOL NOT W				94.00
MEAL BR P				25.00
SICK PAY				100.00
Total:	28.99		362.38	
Taxable YTD:				8,090.09

Deductions

Description	Current Amount	YTD Amount
Federal Income Tax	20.40	603.46
Federal FICA Withheld	22.47	501.59
Federal Medicare Withheld	5.26	117.31
CALIFORNIA WH		41.11
CALIFORNIA SDI EE	3.62	80.90
EMPL RECV		-573.26
Total:	51.75	771.11

Accruals

Description	Taken	Available
SICK BAL	8.00	23.53

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Statement of Earnings and Deductions

Name	SSN	Employee ID	Company	Bus Unit
GABRIEL RODRIGUEZ	XXX-XX-████	11003707	00451	32327747
Check Number	Pay Period Start	Pay Period End	Check Date	Net Pay
54233	6/1/2019	6/15/2019	6/14/2019	91.35

Earnings

Description	Hours	Rate	Current Amount	YTD Amount
REGULAR				6,809.22
RETRO PAY				57.20
RETRO OT				0.56
PPD ADJ R				29.99
OVERTIME				11.74
HOL NOT W				94.00
MEAL BR P				25.00
SICK PAY	8.00	12.50000	100.00	100.00
Total:	8.00		100.00	
Taxable YTD:				7,127.71

Deductions

Description	Current Amount	YTD Amount
Federal Income Tax		538.14
Federal FICA Withheld	6.20	441.92
Federal Medicare Withheld	1.45	103.35
CALIFORNIA WH		41.11
CALIFORNIA SDI EE	1.00	71.28
EMPL RECV		-573.26
Total:	8.65	622.54

Accruals

Description	Taken	Available
SICK BAL	8.00	20.96

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Statement of Earnings and Deductions

Name	SSN	Employee ID	Company	Bus Unit
GABRIEL RODRIGUEZ	XXX-XX-████	11003707	00451	32327747
Check Number	Pay Period Start	Pay Period End	Check Date	Net Pay
320770	5/16/2019	5/31/2019	6/7/2019	483.79

Earnings

Description	Hours	Rate	Current Amount	YTD Amount
REGULAR	46.03	12.50000	575.38	6,809.22
RETRO PAY				57.20
RETRO OT				0.56
PPD ADJ R				29.99
OVERTIME	0.01	18.75000	0.19	11.74
HOL NOT W				94.00
MEAL BR P				25.00
Total:	46.04		575.57	
Taxable YTD:				7,027.71

Deductions

Description	Current Amount	YTD Amount
Federal Income Tax	41.99	538.14
Federal FICA Withheld	35.69	435.72
Federal Medicare Withheld	8.34	101.90
CALIFORNIA WH		41.11
CALIFORNIA SDI EE	5.76	70.28
EMPL RECV		-573.26
Total:	91.78	613.89

Accruals

Description	Taken	Available
SICK BAL		28.69

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Statement of Earnings and Deductions

Name	SSN	Employee ID	Company	Bus Unit
GABRIEL RODRIGUEZ	XXX-XX-████	11003707	00451	32327747
Check Number	Pay Period Start	Pay Period End	Check Date	Net Pay
317814	5/1/2019	5/15/2019	5/22/2019	422.73

Earnings

Description	Hours	Rate	Current Amount	YTD Amount
REGULAR	39.97	12.50000	499.63	6,233.84
RETRO PAY				57.20
RETRO OT				0.56
PPD ADJ R				29.99
OVERTIME	0.03	18.75000	0.56	11.55
HOL NOT W				94.00
MEAL BR P				25.00
Total:	40.00		500.19	
Taxable YTD:				6,452.14

Deductions

Description	Current Amount	YTD Amount
Federal Income Tax	34.19	496.15
Federal FICA Withheld	31.01	400.03
Federal Medicare Withheld	7.26	93.56
CALIFORNIA WH		41.11
CALIFORNIA SDI EE	5.00	64.52
EMPL RECV		-573.26
Total:	77.46	522.11

Accruals

Description	Taken	Available
SICK BAL		27.15

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Statement of Earnings and Deductions

Name	SSN	Employee ID	Company	Bus Unit
GABRIEL RODRIGUEZ	XXX-XX-████	11003707	00451	32327747
Check Number	Pay Period Start	Pay Period End	Check Date	Net Pay
314886	4/16/2019	4/30/2019	5/7/2019	503.00

Earnings

Description	Hours	Rate	Current Amount	YTD Amount
REGULAR	47.98	12.50000	599.75	5,734.21
RETRO PAY				57.20
RETRO OT				0.56
PPD ADJ R				29.99
OVERTIME				10.99
HOL NOT W				94.00
MEAL BR P				25.00
Total:	47.98		599.75	
Taxable YTD:				5,951.95

Deductions

Description	Current Amount	YTD Amount
Federal Income Tax	44.89	461.96
Federal FICA Withheld	37.18	369.02
Federal Medicare Withheld	8.68	86.30
CALIFORNIA WH		41.11
CALIFORNIA SDI EE	6.00	59.52
EMPL RECV		-573.26
Total:	96.75	444.65

Accruals

Description	Taken	Available
SICK BAL		25.82

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Statement of Earnings and Deductions

Name	SSN	Employee ID	Company	Bus Unit
GABRIEL RODRIGUEZ	XXX-XX-■■■■	11003707	00451	32327747
Check Number	Pay Period Start	Pay Period End	Check Date	Net Pay
11480	4/1/2019	4/15/2019	4/26/2019	-2,019.17

Earnings

Description	Hours	Rate	Current Amount	YTD Amount
REGULAR				5,134.46
RETRO PAY	8.00	0.25000	2.00	2,877.78
RETRO PAY	-55.96	0.50000	-27.98	-27.98
RETRO PAY	-38.96	0.75000	-29.22	-29.22
RETRO PAY	-221.07	12.50000	-2,763.38	-2,763.38
RETRO OT	-0.50	1.12500	-0.56	1.31
RETRO OT	-0.04	18.75000	-0.75	-0.75
PPD ADJ R				29.99
OVERTIME				10.99
HOL NOT W				94.00
MEAL BR P				25.00
Total:	-308.53		-2,819.89	
Taxable YTD:				

Deductions

Description	Current Amount	YTD Amount
Federal Income Tax	-412.98	417.07
Federal FICA Withheld	-174.83	331.84
Federal Medicare Withheld	-40.88	77.62
CALIFORNIA WH	-143.83	41.11
CALIFORNIA SDI EE	-28.20	53.52
EMPL RECV		-573.26
Total:	-800.72	347.90

Accruals

Description	Taken	Available
SICK BAL		24.22

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Statement of Earnings and Deductions

Name	SSN	Employee ID	Company	Bus Unit
GABRIEL RODRIGUEZ	XXX-XX-████	11003707	00451	32327747
Check Number	Pay Period Start	Pay Period End	Check Date	Net Pay
312009	4/1/2019	4/15/2019	4/22/2019	442.91

Earnings

Description	Hours	Rate	Current Amount	YTD Amount
REGULAR	42.00	12.50000	525.00	5,134.46
RETRO PAY				2,820.58
RETRO OT				1.31
PPD ADJ R				29.99
OVERTIME				10.99
HOL NOT W				94.00
MEAL BR P				25.00
Total:	42.00		525.00	
Taxable YTD:				8,116.33

Deductions

Description	Current Amount	YTD Amount
Federal Income Tax	36.67	830.05
Federal FICA Withheld	32.55	503.21
Federal Medicare Withheld	7.62	117.69
CALIFORNIA WH		184.94
CALIFORNIA SDI EE	5.25	81.16
EMPL RECV		-573.26
Total:	82.09	1,143.79

Accruals

Description	Taken	Available
SICK BAL		24.22

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Statement of Earnings and Deductions

Name	SSN	Employee ID	Company	Bus Unit
GABRIEL RODRIGUEZ	XXX-XX-████	11003707	00451	32327747
Check Number	Pay Period Start	Pay Period End	Check Date	Net Pay
52506	4/1/2019	4/15/2019	4/22/2019	50.93

Earnings

Description	Hours	Rate	Current Amount	YTD Amount
REGULAR				5,134.46
RETRO PAY	-8.00	0.25000	-2.00	2,818.58
RETRO PAY	55.96	0.50000	27.98	27.98
RETRO PAY	38.96	0.75000	29.22	29.22
RETRO OT	0.50	1.12500	0.56	1.87
PPD ADJ R				29.99
OVERTIME				10.99
HOL NOT W				94.00
MEAL BR P				25.00
Total:	87.42		55.76	
Taxable YTD:				8,172.09

Deductions

Description	Current Amount	YTD Amount
Federal Income Tax		830.05
Federal FICA Withheld	3.46	506.67
Federal Medicare Withheld	0.81	118.50
CALIFORNIA WH		184.94
CALIFORNIA SDI EE	0.56	81.72
EMPL RECV		-573.26
Total:	4.83	1,148.62

Accruals

Description	Taken	Available
SICK BAL		24.22

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Statement of Earnings and Deductions

Name	SSN	Employee ID	Company	Bus Unit
GABRIEL RODRIGUEZ	XXX-XX-████	11003707	00451	32327747
Check Number	Pay Period Start	Pay Period End	Check Date	Net Pay
11480	4/1/2019	4/15/2019	4/8/2019	2,019.17

Earnings

Description	Hours	Rate	Current Amount	YTD Amount
REGULAR				4,609.46
RETRO PAY	-8.00	0.25000	-2.00	
RETRO PAY	55.96	0.50000	27.98	27.98
RETRO PAY	38.96	0.75000	29.22	29.22
RETRO PAY	221.07	12.50000	2,763.38	2,763.38
RETRO OT	0.50	1.12500	0.56	0.56
RETRO OT	0.04	18.75000	0.75	0.75
PPD ADJ R				29.99
OVERTIME				10.99
HOL NOT W				94.00
MEAL BR P				25.00
Total:	308.53		2,819.89	7,591.33
Taxable YTD:				7,591.33

Deductions

Description	Current Amount	YTD Amount
Federal Income Tax	412.98	793.38
Federal FICA Withheld	174.83	470.66
Federal Medicare Withheld	40.88	110.07
CALIFORNIA WH	143.83	184.94
CALIFORNIA SDI EE	28.20	75.91
EMPL RECV		-573.26
Total:	800.72	1,061.70

Accruals

Description	Taken	Available
SICK BAL		22.82

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Statement of Earnings and Deductions

Name	SSN	Employee ID	Company	Bus Unit
GABRIEL RODRIGUEZ	XXX-XX-████	11003707	00451	32327747
Check Number	Pay Period Start	Pay Period End	Check Date	Net Pay
309102	3/16/2019	3/31/2019	4/5/2019	572.97

Earnings

Description	Hours	Rate	Current Amount	YTD Amount
REGULAR	53.75	12.50000	671.88	4,609.46
RETRO PAY				2.00
PPD ADJ R				29.99
OVERTIME	0.02	18.75000	0.38	10.99
HOL NOT W				94.00
MEAL BR P	2.00	12.50000	25.00	25.00
Total:	55.77		697.26	
Taxable YTD:				4,771.44

Deductions

Description	Current Amount	YTD Amount
Federal Income Tax	56.59	380.40
Federal FICA Withheld	43.23	295.83
Federal Medicare Withheld	10.11	69.19
CALIFORNIA WH	7.39	41.11
CALIFORNIA SDI EE	6.97	47.71
EMPL RECV		-573.26
Total:	124.29	260.98

Accruals

Description	Taken	Available
SICK BAL		22.82

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Statement of Earnings and Deductions

Name	SSN	Employee ID	Company	Bus Unit
GABRIEL RODRIGUEZ	XXX-XX-████	11003707	00451	32327747
Check Number	Pay Period Start	Pay Period End	Check Date	Net Pay
51709	3/16/2019	3/31/2019	3/25/2019	27.39

Earnings

Description	Hours	Rate	Current Amount	YTD Amount
REGULAR				3,937.58
RETRO PAY				2.00
PPD ADJ R			29.99	29.99
OVERTIME				10.61
HOL NOT W				94.00
Total:			29.99	
Taxable YTD:				4,074.18

Deductions

Description	Current Amount	YTD Amount
Federal Income Tax		323.81
Federal FICA Withheld	1.86	252.60
Federal Medicare Withheld	0.44	59.08
CALIFORNIA WH		33.72
CALIFORNIA SDI EE	0.30	40.74
EMPL RECV		-573.26
Total:	2.60	136.69

Accruals

Description	Taken	Available
SICK BAL		21.02

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Statement of Earnings and Deductions

Name	SSN	Employee ID	Company	Bus Unit
GABRIEL RODRIGUEZ	XXX-XX-XXXX	11003707	00451	32327747
Check Number	Pay Period Start	Pay Period End	Check Date	Net Pay
306241	3/1/2019	3/15/2019	3/22/2019	474.75

Earnings

Description	Hours	Rate	Current Amount	YTD Amount
REGULAR	30.96	11.75000	363.79	3,737.58
REGULAR	16.00	12.50000	200.00	200.00
RETRO PAY				2.00
OVERTIME	0.02	18.75000	0.38	10.61
HOL NOT W				94.00
Total:	46.98		564.17	
Taxable YTD:				4,044.19

Deductions

Description	Current Amount	YTD Amount
Federal Income Tax	40.62	323.81
Federal FICA Withheld	34.98	250.74
Federal Medicare Withheld	8.18	58.64
CALIFORNIA WH		33.72
CALIFORNIA SDI EE	5.64	40.44
EMPL RECV		-573.26
Total:	89.42	134.09

Accruals

Description	Taken	Available
SICK BAL		21.02

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Statement of Earnings and Deductions

Name	SSN	Employee ID	Company	Bus Unit
GABRIEL RODRIGUEZ	XXX-XX-XXXX	11003707	00451	32327747
Check Number	Pay Period Start	Pay Period End	Check Date	Net Pay
303441	2/16/2019	2/28/2019	3/7/2019	422.38

Earnings

Description	Hours	Rate	Current Amount	YTD Amount
REGULAR	39.98	12.50000	499.75	3,373.79
RETRO PAY				2.00
OVERTIME				10.23
HOL NOT W				94.00
Total:	39.98		499.75	
Taxable YTD:				3,480.02

Deductions

Description	Current Amount	YTD Amount
Federal Income Tax	34.14	283.19
Federal FICA Withheld	30.98	215.76
Federal Medicare Withheld	7.25	50.46
CALIFORNIA WH		33.72
CALIFORNIA SDI EE	5.00	34.80
EMPL RECV		-573.26
Total:	77.37	44.67

Accruals

Description	Taken	Available
SICK BAL		19.45

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Statement of Earnings and Deductions

Name	SSN	Employee ID	Company	Bus Unit
GABRIEL RODRIGUEZ	XXX-XX	11003707	00451	32327747
Check Number	Pay Period Start	Pay Period End	Check Date	Net Pay
300666	2/1/2019	2/15/2019	2/22/2019	573.26

Earnings

Description	Hours	Rate	Current Amount	YTD Amount
REGULAR	55.81	12.50000	697.63	2,874.04
RETRO PAY				2.00
OVERTIME				10.23
HOL NOT W				94.00
Total:	55.81		697.63	
Taxable YTD:				2,980.27

Deductions

Description	Current Amount	YTD Amount
Federal Income Tax	56.63	249.05
Federal FICA Withheld	43.26	184.78
Federal Medicare Withheld	10.11	43.21
CALIFORNIA WH	7.40	33.72
CALIFORNIA SDI EE	6.97	29.80
Total:	124.37	540.56

Accruals

Description	Taken	Available
SICK BAL		18.11

View your pay stub on-line anytime at www.doculivery.com/ABM
 You will need to provide your login ID and your password.

See www.abm.com/careers for current PROMOTIONAL OPPORTUNITIES AND JOB OPENINGS

Exhibit 3

ABM Industry Groups, LLC		14141 Southwest Frwy, Suite 425		Sugar Land, TX 77478		Tel: 713-776-5100	
JESSICA M SHEEHAN	10477399	Company	00451	Begin Date	11/16/18	Check #	286685
EE #		Bus Unit	32327747	End Date	11/30/18	Check Date	12/07/18
SSN	XXX-XX-XXXX	Gross Wages	970.83	Taxable YTD	25,214.73	Net Pay	886.86
						Vacation Bal	48.80
						Sick Bal	07243124
						BIN	
EARNINGS					DEDUCTIONS		
Pay Description	Hours	Rate	Amount	YTD Amount	Description	Current	YTD
REGULAR	57.27	14.00	801.78	23,763.46	Federal Income Tax		
RETRO PAY				263.43	Federal FICA Withheld	60.19	1,563.31
RETRO OT				0.77	Federal Medicare Withheld	14.07	365.61
PPD ADJ R				104.50	CALIFORNIA WH		
OVERTIME	0.05	21.00	1.05	872.57	CALIFORNIA SDI EE	9.71	252.15
HOL PAY O	8.00	21.00	168.00	168.00			
MEAL BR P				42.00			
Total	65.32		970.83			83.97	2,181.07

DETACH BEFORE DEPOSITING

Bank No.	Name of Bank / Saving & Loan	Account Number	Amount

DEPOSITED FOR:

JESSICA M SHEEHAN

ABM Industry Groups, LLC
14141 Southwest Frwy, Suite 425
Sugar Land, TX 77478
Tel: 713-776-5100

NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE

00451 32327747 00451- 32327747-4096-4025

ABM Industry Groups, LLC
14141 Southwest Frwy, Suite 425
Sugar Land, TX 77478
Tel: 713-776-5100

JESSICA M SHEEHAN

ABM Industry Groups, LLC		14141 Southwest Frwy, Suite 425		Sugar Land, TX 77478		Tel: 713-776-5100	
JESSICA M SHEEHAN	10477399	Company	00451	Begin Date	11/01/18	Check #	283879
EE #	XXX-XX-XXXX	Bus Unit	32327747	End Date	11/15/18	Check Date	11/21/18
SSN		Gross Wages	1,193.92	Taxable YTD	24,243.90	Net Pay	1090.64
						Vacation Bal	48.80
						Sick Bal	07243124
						BIN	
EARNINGS					DEDUCTIONS		
Pay Description	Hours	Rate	Amount	YTD Amount	Description	Current	YTD
REGULAR	85.25	14.00	1,193.50	22,961.68	Federal Income Tax		
RETRO PAY				263.43	Federal FICA Withheld	74.02	1,503.12
RETRO OT				0.77	Federal Medicare Withheld	17.32	351.54
PPD ADJ R				104.50	CALIFORNIA WH		
OVERTIME	0.02	21.00	0.42	871.52	CALIFORNIA SDI EE	11.94	242.44
MEAL BR P				42.00			
Total	85.27		1,193.92			103.28	2,097.10

DETACH BEFORE DEPOSITING

Bank No.	Name of Bank / Saving & Loan	Account Number	Amount

DEPOSITED FOR:

JESSICA M SHEEHAN

ABM Industry Groups, LLC
14141 Southwest Frwy, Suite 425
Sugar Land, TX 77478
Tel: 713-776-5100

NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE

00451 32327747 00451- 32327747-4096-4025

ABM Industry Groups, LLC
14141 Southwest Frwy, Suite 425
Sugar Land, TX 77478
Tel: 713-776-5100

JESSICA M SHEEHAN

ABM Industry Groups, LLC		14141 Southwest Frwy, Suite 425		Sugar Land, TX 77478		Tel: 713-776-5100	
JESSICA M SHEEHAN	Company	00451	Begin Date	10/01/18	Check #	278375	Vacation Bal
EE # 10477399	Bus Unit	32327747	End Date	10/15/18	Check Date	10/22/18	Sick Bal 48.80
SSN XXX-XX-XXXX	Gross Wages	850.99	Taxable YTD	21,971.00	Net Pay	777.38	BIN 07243124
EARNINGS					DEDUCTIONS		
Pay Description	Hours	Rate	Amount	YTD Amount	Description	Current	YTD
REGULAR	60.59	14.00	848.26	20,689.62	Federal Income Tax		
RETRO PAY				263.43	Federal FICA Withheld	52.76	1,362.20
RETRO OT				0.77	Federal Medicare Withheld	12.34	318.58
PPD ADJ R				104.50	CALIFORNIA WH		
OVERTIME	0.13	21.00	2.73	870.68	CALIFORNIA SDI EE	8.51	219.71
MEAL BR P				42.00			
Total	60.72		850.99			73.61	1,900.49

DETACH BEFORE DEPOSITING

Bank No.	Name of Bank / Saving & Loan	Account Number	Amount

DEPOSITED FOR:

JESSICA M SHEEHAN

ABM Industry Groups, LLC
14141 Southwest Frwy, Suite 425
Sugar Land, TX 77478
Tel: 713-776-5100

NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE

00451 32327747 00451- 32327747-4096-4025

ABM Industry Groups, LLC
14141 Southwest Frwy, Suite 425
Sugar Land, TX 77478
Tel: 713-776-5100

JESSICA M SHEEHAN

Tel: 713-776-5100

DETACH BEFORE DEPOSITING**DEPOSITED FOR:**

ABM Industry Groups, LLC
14141 Southwest Frwy, Suite 425
Sugar Land, TX 77478
Tel: 713-776-5100

NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE

ABM Industry Groups, LLC
14141 Southwest Frwy, Suite 425
Sugar Land, TX 77478
Tel: 713-776-5100

EXHIBIT F

ABM Industry Groups, LLC		14141 Southwest Frwy, Suite 425		Sugar Land, TX 77478		Tel: 713-776-5100	
JESSICA M SHEEHAN		Company	00451	Begin Date	09/01/18	Check #	272607
EE #	10477399	Bus Unit	32327747	End Date	09/15/18	Check Date	09/21/18
SSN	XXX-XX-XXXX	Gross Wages	1,107.12	Taxable YTD	20,094.02	Net Pay	1011.36
EARNINGS				DEDUCTIONS			
Pay Description	Hours	Rate	Amount	YTD Amount	Description	Current	YTD
REGULAR	77.96	14.00	1,091.44	18,912.60	Federal Income Tax		
RETRO PAY				263.43	Federal FICA Withheld	68.64	1,245.83
RETRO OT				0.77	Federal Medicare Withheld	16.05	291.36
PPD ADJ R				104.50	CALIFORNIA WH		
OVERTIME	0.08	21.00	1.68	770.72	CALIFORNIA SDI EE	11.07	200.94
MEAL BR P	1.00	14.00	14.00	42.00			
Total	79.04		1,107.12			95.76	1,738.13

DETACH BEFORE DEPOSITING

Bank No.	Name of Bank / Saving & Loan	Account Number	Amount

DEPOSITED FOR:

JESSICA M SHEEHAN

ABM Industry Groups, LLC
14141 Southwest Frwy, Suite 425
Sugar Land, TX 77478
Tel: 713-776-5100

NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE

00451 32327747 00451- 32327747-4096-45115014

ABM Industry Groups, LLC
14141 Southwest Frwy, Suite 425
Sugar Land, TX 77478
Tel: 713-776-5100

JESSICA M SHEEHAN

ABM Industry Groups, LLC		14141 Southwest Frwy, Suite 425		Sugar Land, TX 77478		Tel: 713-776-5100	
JESSICA M SHEEHAN		Company	00451	Begin Date	08/18/18	Check #	269743
EE #	10477399	Bus Unit	32327747	End Date	08/31/18	Check Date	08/07/18
SSN	XXX-XX-XXXX	Gross Wages	1,376.13	Taxable YTD	18,986.90	Net Pay	1257.10
						Vacation Bal	
						Sick Bal	49.19
						BIN	07243124

EARNINGS					DEDUCTIONS		
Pay Description	Rate	Hours	Amount	YTD Amount	Deduction Description	Amount	YTD Amount
REGULAR	93.89	14.00	1,311.68	17,821.18	Federal Income Tax		
RETRO PAY				263.43	Federal FICA Withheld	85.32	1,177.19
RETRO OT				0.77	Federal Medicare Withheld	19.95	275.31
PPD ADJ R				104.50	CALIFORNIA WH		
OVERTIME	3.07	21.00	84.47	789.04	CALIFORNIA SDI EE	13.76	189.87
MEAL BR P				28.00			
Total	96.76		1,376.13			119.03	1,642.37

DETACH BEFORE DEPOSITING

Bank No.	Name of Bank / Saving & Loan	Account Number	Amount

DEPOSITED FOR:

JESSICA M SHEEHAN

ABM Industry Groups, LLC
14141 Southwest Frwy, Suite 425
Sugar Land, TX 77478
Tel: 713-776-5100

NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE

00451 32327747 00451- 32327747-4096-45115014

ABM Industry Groups, LLC
14141 Southwest Frwy, Suite 425
Sugar Land, TX 77478
Tel: 713-776-5100

JESSICA M SHEEHAN

ABM Industry Groups, LLC		14141 Southwest Frwy, Suite 425		Sugar Land, TX 77478		Tel: 713-776-5100	
JESSICA M SHEEHAN	10477399	Company	00451	Begin Date	08/16/18	Check #	289743
EE #		Bus Unit	32327747	End Date	08/31/18	Check Date	09/07/18
SSN	XXX-XX-XXXX	Gross Wages	1,376.13	Taxable YTD	18,986.90	Net Pay	1257.10
						Vacation Bal	48.19
						Sick Bal	07243124
						BDN	
EARNINGS					DEDUCTIONS		
Pay Description	Hours	Rate	Amount	YTD Amount	Description	Current	YTD
REGULAR	93.69	14.00	1,311.66	17,821.16	Federal Income Tax		
RETRO PAY				263.43	Federal FICA Withheld	85.32	1,177.19
RETRO OT				0.77	Federal Medicare Withheld	19.95	275.31
PPD ADJ R				104.50	CALIFORNIA WH		
OVERTIME	3.07	21.00	64.47	769.04	CALIFORNIA SDI EE	13.76	189.87
MEAL BR P				28.00			
Total	96.76		1,376.13			119.03	1,642.37

DETACH BEFORE DEPOSITING

Bank No.	Name of Bank / Saving & Loan	Account Number	Amount

DEPOSITED FOR:

JESSICA M SHEEHAN

ABM Industry Groups, LLC
14141 Southwest Frwy, Suite 425
Sugar Land, TX 77478
Tel: 713-776-5100

NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE

00451 32327747 00451- 32327747-4096-45115014

ABM Industry Groups, LLC
14141 Southwest Frwy, Suite 425
Sugar Land, TX 77478
Tel: 713-776-5100

JESSICA M SHEEHAN

ABM Industry Groups, LLC		14141 Southwest Frwy, Suite 425		Sugar Land, TX 77478		Tel: 713-776-5100	
JESSICA M SHEEHAN		Company		00451		Begin Date	
EE # 10477399		Bus Unit		32327747		End Date	
SSN XXX-XX-XXXX		Gross Wages		1,228.78		Taxable YTD	
				08/01/18		Check #	
				08/15/18		Check Date	
				17,610.77		Net Pay	
				73860232		Vacation Bal	
				08/22/18		Sick Bal	
				1122.48		BIN	
						45.06	
						07243124	

EARNINGS					DEDUCTIONS		
Pay Description	Hours	Rate	Amount	YTD Amount	Description	Current	YTD
REGULAR	87.53	14.00	1,225.42	16,509.50	Federal Income Tax		
RETRO PAY				263.43	Federal FICA Withheld	78.19	1,091.87
RETRO OT				0.77	Federal Medicare Withheld	17.82	255.36
PPD ADJ R				104.50	CALIFORNIA WH		
OVERTIME	0.18	21.00	3.36	704.57	CALIFORNIA SDI EE	12.29	176.11
MEAL BR P				28.00			
	87.69		1,228.78			106.30	1,523.34

DETACH BEFORE DEPOSITING

SECURITY ALERT: PAPER CONTAINS CHAIN LINK WATERMARK - HOLD TO LIGHT TO VERIFY WATERMARK • SEE REVERSE SIDE FOR LIST OF SECURITY FEATURES

ABM Industry Groups, LLC
14141 Southwest Frwy, Suite 425
Sugar Land, TX 77478
Tel: 713-776-5100

THIS IS WATERMARKED PAPER. DO NOT
ACCEPT WITHOUT NOTING WATERMARK.
HOLD TO LIGHT TO
VERIFY WATERMARK.

Payable at your local Bank of America
or at 850 N. Broadway
Los Angeles CA

CHECK NO. 73860232
DATE 8/22/2018

VOID AFTER 180 DAYS

70-2328/719 IL

*****\$1,122.48

One thousand one hundred twenty two and 48/100 Dollars

TO
THE
ORDER
OF

JESSICA M SHEEHAN



COUNTER SIGNATURE REQUIRED
IF AMOUNT IN EXCESS OF \$10,000.00

⑈ 73860232 ⑈ ⑆071923284⑆ 8765917625⑈

00451 32327747 00451- 32327747-4096-45115014

ABM Industry Groups, LLC
14141 Southwest Frwy, Suite 425
Sugar Land, TX 77478
Tel: 713-776-5100

JESSICA M SHEEHAN

ABM Industry Groups, LLC		14141 Southwest Frwy, Suite 425		Sugar Land, TX 77478		Tel: 713-776-5100	
JESSICA M SHEEHAN		Company	00451	Begin Date	07/16/18	Check #	264019
EE #	10477399	Bus Unit	32327747	End Date	07/31/18	Check Date	08/07/18
SSN	XXX-XX-XXXX	Gross Wages	1,216.88	Taxable YTD	16,381.99	Net Pay	1111.62
						Vacation Bal	
						Sick Bal	42.14
						BIN	07243124
EARNINGS				DEDUCTIONS			
Pay Description	Hours	Rate	Amount	YTD Amount	Description	Current	YTD
REGULAR	86.74	14.00	1,214.36	15,284.08	Federal Income Tax		
RETRO PAY				263.43	Federal FICA Withheld	75.44	1,015.68
RETRO OT				0.77	Federal Medicare Withheld	17.65	237.54
PPD ADJ R				104.50	CALIFORNIA WH		
OVERTIME	0.12	21.00	2.52	701.21	CALIFORNIA SDI EE	12.17	163.82
MEAL BR P				28.00			
Total	86.86		1,216.88			105.26	1,417.04

DETACH BEFORE DEPOSITING

Bank No	Name of Bank / Saving & Loan	Account Number	Amount

DEPOSITED FOR:

JESSICA M SHEEHAN

ABM Industry Groups, LLC
14141 Southwest Frwy, Suite 425
Sugar Land, TX 77478
Tel: 713-776-5100

NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE

00451 32327747 00451- 32327747-4096-45115014

ABM Industry Groups, LLC
14141 Southwest Frwy, Suite 425
Sugar Land, TX 77478
Tel: 713-776-5100

JESSICA M SHEEHAN

ABM Industry Groups, LLC		14141 Southwest Frwy, Suite 425		Sugar Land, TX 77478		Tel: 713-776-5100	
JESSICA M SHEEHAN	Company	00451	Begin Date	07/16/18	Check #	264019	Vacation Bal
EE # 10477399	Bus Unit	32327747	End Date	07/31/18	Check Date	08/07/18	Sick Bal 42.14
SSN XXX-XX-XXXX	Gross Wages	1,216.88	Taxable YTD	16,381.99	Net Pay	1111.62	BIN 07243124
EARNINGS				DEDUCTIONS			
Pay Description	Hours	Rate	Amount	YTD Amount	Description	Current	YTD
REGULAR	86.74	14.00	1,214.36	15,284.08	Federal Income Tax	75.44	1,015.68
RETRO PAY				263.43	Federal FICA Withheld	17.65	237.54
RETRO OT				0.77	Federal Medicare Withheld		
PPD ADJ R				104.50	CALIFORNIA WH		
OVERTIME	0.12	21.00	2.52	701.21	CALIFORNIA SDI EE	12.17	163.82
MEAL BR P				28.00			
Total	86.86		1,216.88			105.26	1,417.04

DETACH BEFORE DEPOSITING

Bank No.	Name of Bank / Saving & Loan	Account Number	Amount

DEPOSITED FOR:

JESSICA M SHEEHAN

ABM Industry Groups, LLC
14141 Southwest Frwy, Suite 425
Sugar Land, TX 77478
Tel: 713-776-5100

NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE



00451 32327747 00451- 32327747-4096-45115014

ABM Industry Groups, LLC
14141 Southwest Frwy, Suite 425
Sugar Land, TX 77478
Tel: 713-776-5100

JESSICA M SHEEHAN

ABM Industry Groups, LLC

14141 Southwest Frwy, Suite 425

Sugar Land, TX 77478

Tel: 713-776-5100

JESSICA M SHEEHAN	Company	00451	Begin Date	06/01/18	Check #	255380	Vacation Bal		
EE #	10477399	Bus Unit	32327747	End Date	06/15/18	Check Date	06/22/18	Sick Bal	33.93
SSN	XXX-XX-██	Gross Wages	1,505.42	Taxable YTD	12,419.64	Net Pay	1375.20	BIN	07243124
EARNINGS					DEDUCTIONS				
Pay Description	Hours	Rate	Amount	YTD Amount	Description	Current	YTD		
REGULAR	95.82	14.00	1,341.48	11,847.36	Federal Income Tax				
RETRO PAY				263.43	Federal FICA Withheld	93.34	770.02		
RETRO OT				0.77	Federal Medicare Withheld	21.82	180.08		
PPD ADJ R				104.50	CALIFORNIA WH				
OVERTIME	7.14	21.00	149.94	175.58	CALIFORNIA SDI EE	15.06	124.20		
MEAL BR P	1.00	14.00	14.00	28.00					
Total	103.96		1,505.42			130.22	1,074.30		

DETACH BEFORE DEPOSITING

Bank No.	Name of Bank / Saving & Loan	Account Number	Amount

688 SOL
8207

DEPOSITED FOR:

JESSICA M SHEEHAN

ABM Industry Groups, LLC
14141 Southwest Frwy, Suite 425
Sugar Land, TX 77478
Tel: 713-776-5100

NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE

00451 32327747 00451- 32327747-4096-45115014

ABM Industry Groups, LLC
14141 Southwest Frwy, Suite 425
Sugar Land, TX 77478
Tel: 713-776-5100

JESSICA M SHEEHAN

Industry Groups, LLC		14141 Southwest Frwy, Suite 425		Sugar Land, TX 77478		Tel: 713-776-5100	
JESSICA M SHEEHAN	10477399	Company	00451	Begin Date	05/01/18	Check #	249677
XXX-XX-XXXX		Bus Unit	32327747	End Date	05/15/18	Check Date	05/22/18
		Gross Wages	1,117.90	Taxable YTD	9,738.57	Net Pay	1021.20
						Vacation Bal	27.96
						Sick Bal	07243124
						BIN	
EARNINGS				DEDUCTIONS			
Pay Description	Hours	Rate	Amount	YTD Amount	Description	Current	YTD
REGULAR	79.82	14.00	1,117.48	9,345.28	Federal Income Tax		
RETRO PAY				263.43	Federal FICA Withheld	69.31	603.79
RETRO OT				0.77	Federal Medicare Withheld	16.21	141.21
PPD ADJR				104.50	CALIFORNIA WH		
OVERTIME	0.02	21.00	0.42	24.59	CALIFORNIA SDI EE	11.18	97.39
Total	79.84		1,117.90			96.70	842.39

DETACH BEFORE DEPOSITING

Bank No.	Name of Bank / Saving & Loan	Account Number	Amount

DEPOSITED FOR:

JESSICA M SHEEHAN

ABM Industry Groups, LLC
14141 Southwest Frwy, Suite 425
Sugar Land, TX 77478
Tel: 713-776-5100

NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE

00451 32327747 00451- 32327747-4096-45115014

ABM Industry Groups, LLC
14141 Southwest Frwy, Suite 425
Sugar Land, TX 77478
Tel: 713-776-5100

JESSICA M SHEEHAN

ABM Industry Groups, LLC		14141 Southwest Frwy, Suite 425		Sugar Land, TX 77478		Tel: 713-776-5100	
JESSICA M SHEEHAN	Company	00451	Begin Date	02/16/19	Check #	50915	Vacation Bal
EE # 10477399	Bus Unit	32327747	End Date	02/28/19	Check Date	03/01/19	Sick Bal 25.60
SSN XXX-XX-XXXX	Gross Wages	336.00	Taxable YTD	5,045.25	Net Pay	306.92	EIN 07243124
EARNINGS				DEDUCTIONS			
Pay Description	Hours	Rate	Amount	YTD Amount	Description	Current	YTD
REGULAR				4,396.14	Federal Income Tax		
OVERTIME				19.11	Federal FICA Withheld	20.84	312.81
HOL NOT W				112.00	Federal Medicare Withheld	4.88	73.16
HOL PAY O				168.00	CALIFORNIA WH		
MEAL BR P				14.00	CALIFORNIA SDI EE	3.36	50.45
SICK PAY	24.00	14.00	336.00	336.00			
Total	24.00		336.00			29.08	436.42

DETACH BEFORE DEPOSITING

Bank No.	Name of Bank / Saving & Loan	Account Number	Amount

DEPOSITED FOR:

JESSICA M SHEEHAN

NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE

ABM Industry Groups, LLC
14141 Southwest Frwy, Suite 425
Sugar Land, TX 77478
Tel: 713-776-5100

00451 32327747 00451- 32327747-4096-4025

ABM Industry Groups, LLC
14141 Southwest Frwy, Suite 425
Sugar Land, TX 77478
Tel: 713-776-5100

JESSICA M SHEEHAN

#1101

ABM Industry Groups, LLC		14141 Southwest Frwy, Suite 425		Sugar Land, TX 77478		Tel. 713-776-5100	
JESSICA M SHEEHAN		Company 00451		Begin Date 01/16/19		Check # 297792	
EE # 10477399		Bus Unit 32327747		End Date 01/31/19		Check Date 02/07/19	
SSN XXX-XX-XXXX		Gross Wages 1,312.08		Taxable YTD 3,547.60		Net Pay 1198.59	
						Vacation Bal 48.80	
						Sick Bal 07243124	
						B/N 07243124	

EARNINGS					DEDUCTIONS		
Pay Description	Hours	Rate	Amount	YTD Amount	Description	Current	YTD
REGULAR	93.42	14.00	1,307.88	3,237.22	Federal Income Tax		
OVERTIME	0.20	21.00	4.20	18.38	Federal FICA Withheld	81.35	219.95
HOL NOT W				112.00	Federal Medicare Withheld	19.02	51.44
HOL PAY O				168.00	CALIFORNIA WH		
MEAL BR P				14.00	CALIFORNIA SDI EE	13.12	35.48
Total	93.62		1,312.08			113.49	306.87

DETACH BEFORE DEPOSITING

Bank No.	Name of Bank / Saving & Loan	Account Number	Amount

DEPOSITED FOR:

JESSICA M SHEEHAN

NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE

ABM Industry Groups, LLC
 14141 Southwest Frwy, Suite 425
 Sugar Land, TX 77478
 Tel: 713-776-5100

00451 32327747 00451- 32327747-4096-4025

ABM Industry Groups, LLC
 14141 Southwest Frwy, Suite 425
 Sugar Land, TX 77478
 Tel: 713-776-5100

JESSICA M SHEEHAN

ABM Industry Groups, LLC		14141 Southwest Frwy, Suite 425		Sugar Land, TX 77478		Tel: 713-776-5100	
JESSICA M SHEEHAN		Company	00451	Begin Date	01/01/19	Check #	295042
EE #	10477399	Bus Unit	32327747	End Date	01/15/19	Check Date	01/22/19
SSN	XXX-XX-XXXX	Gross Wages	1,180.20	Taxable YTD	2,235.52	Net Pay	1078.10
						Vacation Bal	48.80
						Sick Bal	07243124
						BIN	
EARNINGS					DEDUCTIONS		
Pay Description	Hours	Rate	Amount	YTD Amount	Description	Current	YTD
REGULAR	71.30	14.00	998.20	1,929.34	Federal Income Tax		
OVERTIME				12.18	Federal FICA Withheld	73.17	138.60
HOL NOT W				112.00	Federal Medicare Withheld	17.12	32.42
HOL PAY O	8.00	21.00	168.00	168.00	CALIFORNIA WH		
MEAL BR P	1.00	14.00	14.00	14.00	CALIFORNIA SDI EE	11.81	22.36
Total	80.30		1,180.20			102.10	193.38

DETACH BEFORE DEPOSITING

Bank No.	Name of Bank / Saving & Loan	Account Number	Amount

DEPOSITED FOR:

JESSICA M SHEEHAN

ABM Industry Groups, LLC
14141 Southwest Frwy, Suite 425
Sugar Land, TX 77478
Tel: 713-776-5100

NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE

00451 32327747 00451- 32327747-4096-4025

ABM Industry Groups, LLC
14141 Southwest Frwy, Suite 425
Sugar Land, TX 77478
Tel: 713-776-5100

JESSICA M SHEEHAN

ABM Industry Groups, LLC		14141 Southwest Frwy, Suite 425		Sugar Land, TX 77478		Tel: 713-776-5100	
JESSICA M SHEEHAN	10477399	Company	00451	Begin Date	02/16/19	Check #	303446
EE #		Bus Unit	32327747	End Date	02/28/19	Check Date	03/07/19
SSN	XXX-XX-XXXX	Gross Wages	1,002.47	Taxable YTD	6,047.72	Net Pay	915.76
EARNINGS				DEDUCTIONS			
Pay Description	Hours	Rate	Amount	YTD Amount	Description	Current	YTD
REGULAR	71.32	14.00	998.48	5,394.62	Federal Income Tax		
OVERTIME	0.19	21.00	3.99	23.10	Federal FICA Withheld	62.15	374.96
HOL NOT W				112.00	Federal Medicare Withheld	14.53	87.69
HOL PAY O				168.00	CALIFORNIA WH		
MEAL BR P				14.00	CALIFORNIA SDI EE	10.03	60.48
SICK PAY				336.00			
Total	71.51		1,002.47			86.71	523.13

DETACH BEFORE DEPOSITING

Bank No.	Name of Bank / Saving & Loan	Account Number	Amount

DEPOSITED FOR:

JESSICA M SHEEHAN

NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE

ABM Industry Groups, LLC
14141 Southwest Frwy, Suite 425
Sugar Land, TX 77478
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00451 32327747 00451- 32327747-4096-4025

ABM Industry Groups, LLC
14141 Southwest Frwy, Suite 425
Sugar Land, TX 77478
Tel: 713-776-5100

JESSICA M SHEEHAN

#1104

ABM Industry Groups, LLC

14141 Southwest Frwy, Suite 425

Sugar Land, TX 77478

Tel: 713-776-5100

JESSICA M SHEEHAN		Company 00451		Begin Date 02/01/19	Check # 300671	Vacation Bal
EE # 10477399	Bus Unit 32327747	End Date 02/15/19	Check Date 02/22/19	Sick Bal 48.80		
SSN XXX-XX-XXXX	Gross Wages 1,161.65	Taxable YTD 4,709.25	Net Pay 1081.18	BIN 07243124		

EARNINGS				DEDUCTIONS			
Pay Description	Hours	Rate	Amount	YTD Amount	Description	Current	YTD
REGULAR	82.78	14.00	1,158.92	1,396.14	Federal Income Tax		
OVERTIME	0.13	21.00	2.73	19.11	Federal FICA Withheld	72.02	291.97
HOL NOT W				112.00	Federal Medicare Withheld	18.84	68.28
HOL PAY O				168.00	CALIFORNIA WH		
MEAL BR P				14.00	CALIFORNIA SDI EE	11.61	47.09
Total	82.91		1,161.65			100.47	407.34

DETACH BEFORE DEPOSITING

Bank No.	Name of Bank / Saving & Loan	Account Number	Amount

DEPOSITED FOR:

JESSICA M SHEEHAN

NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE

ABM Industry Groups, LLC
 14141 Southwest Frwy, Suite 425
 Sugar Land, TX 77478
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00451 32327747 00451- 32327747-4096-4025

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JESSICA M SHEEHAN

ABM Industry Groups, LLC		14141 Southwest Frwy, Suite 425		Sugar Land, TX 77478		Tel: 713-776-5100	
JESSICA M SHEEHAN	10477399	Company	00451	Begin Date	12/16/18	Check #	292281
EE #	XXX-XX-XXXX	Bus Unit	32327747	End Date	12/31/18	Check Date	01/07/19
SSN		Gross Wages	1,055.32	Taxable YTD	1,055.32	Net Pay	964.04
EARNINGS				DEDUCTIONS			
Pay Description	Hours	Rate	Amount	YTD Amount	Description	Current	YTD
REGULAR	63.51	14.00	931.14	931.14	Federal Income Tax		
OVERTIME	0.58	21.00	12.18	12.18	Federal FICA Withheld	65.43	65.43
HOL NOT W	8.00	14.00	112.00	112.00	Federal Medicare Withheld	15.30	15.30
					CALIFORNIA WH		
					CALIFORNIA SDI EE	10.55	10.55
Total	75.09		1,055.32			91.28	91.28

DETACH BEFORE DEPOSITING

Bank No.	Name of Bank / Saving & Loan	Account Number	Amount

DEPOSITED FOR:

JESSICA M SHEEHAN

ABM Industry Groups, LLC
14141 Southwest Frwy, Suite 425
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Tel: 713-776-5100

NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE

00451 32327747 00451- 32327747-4096-4025

ABM Industry Groups, LLC
14141 Southwest Frwy, Suite 425
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Tel: 713-776-5100

JESSICA M SHEEHAN

ABM Industry Groups, LLC		14141 Southwest Frwy, Suite 425		Sugar Land, TX 77478		Tel: 713-776-5100	
JESSICA M SHEEHAN	Company	00451	Begin Date	12/16/18	Check #	292281	Vacation Bal
EE # 10477399	Bus Unit	32327747	End Date	12/31/18	Check Date	01/07/19	Sick Bal 48.80
SSN XXX-XX-XXXX	Gross Wages	1,055.32	Taxable YTD	1,055.32	Net Pay	964.04	BIN 07243124
EARNINGS				DEDUCTIONS			
Pay Description	Hours	Rate	Amount	YTD Amount	Description	Current	YTD
REGULAR	68.51	14.00	931.14	931.14	Federal Income Tax		
OVERTIME	0.58	21.00	12.18	12.18	Federal FICA Withheld	65.43	65.43
HOL NOT W	8.00	14.00	112.00	112.00	Federal Medicare Withheld	15.30	15.30
					CALIFORNIA WH		
					CALIFORNIA SDI EE	10.55	10.55
Total	75.09		1,055.32			91.28	91.28

DETACH BEFORE DEPOSITING

Bank No.	Name of Bank / Saving & Loan	Account Number	Amount

DEPOSITED FOR:

JESSICA M SHEEHAN

ABM Industry Groups, LLC
14141 Southwest Frwy, Suite 425
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Tel: 713-776-5100

NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE

00451 32327747 00451- 32327747-4096-4025

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JESSICA M SHEEHAN

ABM Industry Groups, LLC

14141 Southwest Frwy, Suite 425

Sugar Land, TX 77478

Tel: 713-776-5100

JESSICA M SHEEHAN		Company 00451		Begin Date 01/01/18	Check # 227080	Vacation Bal	
EE # 10477399		Bus Unit 32327747		End Date 01/15/18	Check Date 01/22/18	Sick Bal 5.38	
SSN XXX-XX-XXXX		Gross Wages 1,067.99		Taxable YTD 1,772.32	Net Pay 975.61	BIN 07243124	
EARNINGS					DEDUCTIONS		
Pay Description	Hours	Rate	Amount	YTD Amount	Description	Current	YTD
REGULAR	87.53	11.00	962.83	1,666.83	Federal Income Tax		
PPD ADJ R	9.50	11.00	104.50	104.50	Federal FICA Withheld	66.21	109.88
OVERTIME	0.04	16.50	0.66	0.99	Federal Medicare Withheld	15.49	25.70
					CALIFORNIA WH		
					CALIFORNIA SDI EE	10.68	17.72
Total	97.07		1,067.99			92.38	153.30

DETACH BEFORE DEPOSITING

Bank No	Name of Bank / Saving & Loan	Account Number	Amount

DEPOSITED FOR:

JESSICA M SHEEHAN

ABM Industry Groups, LLC
14141 Southwest Frwy, Suite 425
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Tel: 713-776-5100

NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE

00451 32327747 00451- 32327747-4096-45115014

ABM Industry Groups, LLC
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JESSICA M SHEEHAN

ABM Industry Groups, LLC

14141 Southwest Frwy, Suite 425 Sugar Land, TX 77478

Tel 713-776-5100

JESSICA M SHEEHAN	10477399	Company	00451	Begin Date	03/01/19	Check #	306245	Vacation Bal	
EE #		Bus Unit	32327747	End Date	03/15/19	Check Date	03/22/19	Sick Bal	30.87
SSN	XXX-XX-XXXX	Gross Wages	1,211.21	Taxable YTD	7,258.93	Net Pay	1106.45	BIN	07243124

EARNINGS					DEDUCTIONS		
Pay Description	Hours	Rate	Amount	YTD Amount	Description	Current	YTD
REGULAR	86.50	14.00	1,211.00	6,605.62	Federal Income Tax		
OVERTIME	0.01	21.00	0.21	23.31	Federal FICA Withheld	75.09	450.05
HOL NOT W				112.00	Federal Medicare Withheld	17.56	105.25
HOL PAY O				168.00	CALIFORNIA WM		
MEAL BR P				14.00	CALIFORNIA SDI EE	12.11	72.59
SICK PAY				336.00			
Total	86.51		1,211.21			104.76	627.89

DETACH BEFORE DEPOSITING

Bank No.	Name of Bank / Saving & Loan	Account Number	Amount

DEPOSITED FOR:

JESSICA M SHEEHAN

NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE

ABM Industry Groups, LLC
 14141 Southwest Frwy, Suite 425
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00451 32327747 00451- 32327747-4096-4025

ABM Industry Groups, LLC
 14141 Southwest Frwy, Suite 425
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JESSICA M SHEEHAN

ABM Industry Groups, LLC		14141 Southwest Frwy, Suite 425		Sugar Land, TX 77478		Tel: 713-776-5100	
JESSICA M SHEEHAN		Company	00451	Begin Date	02/16/18	Check #	235508
EE #	10477399	Bus Unit	32327747	End Date	02/28/18	Check Date	03/07/18
SSN	XXX-XX-XXXX	Gross Wages	791.23	Taxable YTD	4,314.92	Net Pay	722.78
						Vacation Bal	
						Sick Bal	13.90
						BIN	07243124
EARNINGS				DEDUCTIONS			
Pay Description	Hours	Rate	Amount	YTD Amount	Description	Current	YTD
REGULAR	71.84	11.00	790.24	4,207.94	Federal Income Tax		
PPD ADJ R				104.50	Federal FICA Withheld	49.06	267.53
OVERTIME	0.06	16.50	0.99	2.48	Federal Medicare Withheld	11.48	62.57
					CALIFORNIA WH		
					CALIFORNIA SDI EE	7.91	43.15
Total	71.90		791.23			68.45	373.25

DETACH BEFORE DEPOSITING

Bank No.	Name of Bank / Saving & Loan	Account Number	Amount

DEPOSITED FOR:

JESSICA M SHEEHAN

ABM Industry Groups, LLC
14141 Southwest Frwy, Suite 425
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Tel: 713-776-5100

NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE

00451 32327747 00451- 32327747-4096-45115014

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Tel: 713-776-5100

JESSICA M SHEEHAN

ABM Industry Groups, LLC		14141 Southwest Frwy, Suite 425		Sugar Land, TX 77478		Tel: 713-776-5100	
JESSICA M SHEEHAN		Company	00451	Begin Date	03/16/18	Check #	241123
EE #	10477399	Bus Unit	32327747	End Date	03/31/18	Check Date	04/06/18
SSN	XXX-XX-XXXX	Gross Wages	1,056.07	Taxable YTD	6,150.57	Net Pay	964.72
						Vacation Bal	
						Sick Bal	19.43
						BIN	07243124
EARNINGS					DEDUCTIONS		
Pay Description	Hours	Rate	Amount	YTD Amount	Description	Current	YTD
REGULAR	95.33	11.00	1,048.63	6,031.85	Federal Income Tax		
PPD ADJ R				104.50	Federal FICA Withheld	65.48	381.34
OVERTIME	0.45	16.50	7.44	14.22	Federal Medicare Withheld	15.31	89.18
					CALIFORNIA WH		
					CALIFORNIA SDI EE	10.56	61.51
Total	95.78		1,056.07			91.35	532.03

DETACH BEFORE DEPOSITING

Bank No.	Name of Bank / Saving & Loan	Account Number	Amount

DEPOSITED FOR:

JESSICA M SHEEHAN

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NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE

00451 32327747 00451- 32327747-4096-45115014

ABM Industry Groups, LLC
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JESSICA M SHEEHAN

ABM Industry Groups, LLC		14141 Southwest Frwy, Suite 425		Sugar Land, TX 77478		Tel: 713-776-5100	
JESSICA M SHEEHAN		Company	00451	Begin Date	03/01/18	Check #	238290
EE #	10477399	Bus Unit	32327747	End Date	03/15/18	Check Date	03/22/18
SSN	XXX-XX-XXXX	Gross Wages	779.58	Taxable YTD	5,094.50	Net Pay	712.15
						Vacation Bal	16.25
						Sick Bal	07243124
EARNINGS				DEDUCTIONS			
Pay Description	Hours	Rate	Amount	YTD Amount	Description	Current	YTD
REGULAR	70.48	11.00	775.28	4,983.22	Federal Income Tax		
PPD ADJ R				104.50	Federal FICA Withheld	48.33	315.86
OVERTIME	0.26	16.50	4.30	6.78	Federal Medicare Withheld	11.30	73.87
					CALIFORNIA WH		
					CALIFORNIA SDI EE	7.80	50.95
Total	70.74		779.58			67.43	440.68

DETACH BEFORE DEPOSITING

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DEPOSITED FOR:

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NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE

00451 32327747 00451- 32327747-4096-45115014

ABM Industry Groups, LLC
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JESSICA M SHEEHAN

ABM Industry Groups, LLC		14141 Southwest Frwy, Suite 425		Sugar Land, TX 77478		Tel: 713-776-5100	
JESSICA M SHEEHAN	10477399	Company	00451	Begin Date	04/01/18	Check #	243950
EE #	XXX-XX-XXXX	Bus Unit	32327747	End Date	04/15/18	Check Date	04/20/18
SSN		Gross Wages	968.72	Taxable YTD	7,119.29	Net Pay	884.93
							Vacation Bal 22.36
							Sick Bal 07243124
EARNINGS				DEDUCTIONS			
Pay Description	Hours	Rate	Amount	YTD Amount	Description	Current	YTD
REGULAR	87.81	11.00	965.91	6,997.76	Federal Income Tax		
PPD ADJ R				104.50	Federal FICA Withheld	60.06	441.40
OVERTIME	0.17	16.50	2.81	17.03	Federal Medicare Withheld	14.05	103.23
					CALIFORNIA WH		
					CALIFORNIA SDI EE	9.68	71.19
Total	87.98		968.72			83.79	615.82

DETACH BEFORE DEPOSITING

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DEPOSITED FOR:

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ABM Industry Groups, LLC
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Tel: 713-776-5100

NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE

00451 32327747 00451- 32327747-4096-45115014

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JESSICA M SHEEHAN

ABM Industry Groups, LLC

14141 Southwest Frwy, Suite 425

Sugar Land, TX 77478

Tel: 713-776-5100

JESSICA M SHEEHAN		Company	00451	Begin Date	12/16/17	Check #	224289	Vacation Bal	
EE #	10477399	Bus Unit	32327747	End Date	12/31/17	Check Date	01/05/18	Sick Bal	2.94
SSN	XXX-XX-XXXX	Gross Wages	704.33	Taxable YTD	704.33	Net Pay	643.41	BIN	07243124
EARNINGS					DEDUCTIONS				
Pay Description	Hours	Rate	Amount	YTD Amount	Description	Current	YTD		
REGULAR	64.00	11.00	704.00	704.00	Federal Income Tax				
OVERTIME	0.02	16.50	0.33	0.33	Federal FICA Withheld	43.67	43.67		
					Federal Medicare Withheld	10.21	10.21		
					CALIFORNIA WH				
					CALIFORNIA SDI EE	7.04	7.04		
Total	64.02		704.33			60.92	60.92		

DETACH BEFORE DEPOSITING

Bank No.	Name of Bank / Saving & Loan	Account Number	Amount

DEPOSITED FOR:

JESSICA M SHEEHAN

ABM Industry Groups, LLC
14141 Southwest Frwy, Suite 425
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NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE

00451 32327747 00451- 32327747-4096-45115014

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JESSICA M SHEEHAN

ABM Industry Groups, LLC

14141 Southwest Frwy, Suite 425

Sugar Land, TX 77478

Tel: 713-776-5100

JESSICA M SHEEHAN	Company	00451	Begin Date	02/01/18	Check #	232692	Vacation Bal	
EE #	10477399	Bus Unit	32327747	End Date	02/15/18	Check Date	02/22/18	Sick Bal
SSN	XXX-XX-XXXX	Gross Wages	862.79	Taxable YTD	3,523.69	Net Pay	788.16	07243124
EARNINGS				DEDUCTIONS				
Pay Description	Hours	Rate	Amount	YTD Amount	Description	Current	YTD	
REGULAR	78.38	11.00	862.29	3,417.70	Federal Income Tax			
PPD ADJ R				104.50	Federal FICA Withheld	53.49	218.47	
OVERTIME	0.03	16.50	0.50	1.49	Federal Medicare Withheld	12.51	51.09	
					CALIFORNIA WH			
					CALIFORNIA SDI EE	8.63	35.24	
Total	78.42		862.79			74.63	304.80	

DETACH BEFORE DEPOSITING

Bank No.	Name of Bank / Saving & Loan	Account Number	Amount

DEPOSITED FOR:

JESSICA M SHEEHAN

ABM Industry Groups, LLC
14141 Southwest Frwy, Suite 425
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NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE

00451 32327747 00451- 32327747-4096-45115014

ABM Industry Groups, LLC
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Tel: 713-776-5100

JESSICA M SHEEHAN

ABM Industry Groups, LLC		14141 Southwest Frwy, Suite 425		Sugar Land, TX 77478		Tel: 713-776-5100	
JESSICA M SHEEHAN	Company	00451	Begin Date	04/16/18	Check #	246799	Vacation Bal
EE #	10477399	Bus Unit	32327747	End Date	04/30/18	Check Date	05/07/18
SSN	XXX XX-██	Gross Wages	1,501.38	Taxable YTD	8,620.67	Net Pay	1371.51
							Sick Bal 25.29
							BIN 07243124
EARNINGS				DEDUCTIONS			
Pay Description	Hours	Rate	Amount	YTD Amount	Description	Current	YTD
REGULAR	87.86	14.00	1,230.04	8,227.80	Federal Income Tax		
RETRO PAY			263.43	263.43	Federal FICA Withheld	93.08	534.48
RETRO OT			0.77	0.77	Federal Medicare Withheld	21.77	125.00
PPD ADJ R				104.50	CALIFORNIA WH		
OVERTIME	0.34	21.00	7.14	24.17	CALIFORNIA SDI EE	15.02	86.21
Total	88.20		1,501.38			129.87	745.69

DETACH BEFORE DEPOSITING

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DEPOSITED FOR:

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ABM Industry Groups, LLC
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NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE

00451 32327747 00451- 32327747-4096-45115014

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JESSICA M SHEEHAN

ABM Industry Groups, LLC		14141 Southwest Frwy, Suite 425		Sugar Land, TX 77478		Tel: 713-776-5100	
JESSICA M SHEEHAN		Company	00451	Begin Date	08/16/18	Check #	258288
EE #	10477399	Bus Unit	32327747	End Date	06/30/18	Check Date	07/06/18
SSN	XXX-XX-XXXX	Gross Wages	1,626.59	Taxable YTD	14,046.23	Net Pay	1485.68
						Vacation Bal	
						Sick Bal	36.57
						BITN	07243124
EARNINGS					DEDUCTIONS		
Pay Description	Hours	Rate	Amount	YTD Amount	Description	Current	YTD
REGULAR	78.94	14.00	1,105.16	12,952.52	Federal Income Tax		
RETRO PAY				263.43	Federal FICA Withheld	100.85	870.87
RETRO OT				0.77	Federal Medicare Withheld	23.59	203.67
PPD ADJR				104.50	CALIFORNIA WH		
OVERTIME	24.83	21.00	521.43	697.01	CALIFORNIA SDI EE	16.27	140.47
MEAL BR P				28.00			
Total	103.77		1,626.59			140.71	1,215.01

DETACH BEFORE DEPOSITING

Bank No.	Name of Bank / Saving & Loan	Account Number	Amount

DEPOSITED FOR:

JESSICA M SHEEHAN

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14141 Southwest Frwy, Suite 425
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NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE

00451 32327747 00451- 32327747-4096-45115014

ABM Industry Groups, LLC
14141 Southwest Frwy, Suite 425
Sugar Land, TX 77478
Tel: 713-776-5100

JESSICA M SHEEHAN

#1117

ABM Industry Groups, LLC

14141 Southwest Frwy, Suite 425

Sugar Land, TX 77478

Tel: 713-776-5100

JESSICA M SHEEHAN		Company		00451	Begin Date	03/16/19	Check #	309106	Vacation Bal	
EE #	10477399	Bus Unit	32327747	End Date	03/31/19	Check Date	04/05/19	Sick Bal	33.63	
SSN	XXX-XX-XXXX	Gross Wages	1,162.70	Taxable YTD	8,421.63	Net Pay	1062.12	BIN	07243124	
EARNINGS					DEDUCTIONS					
Pay Description	Hours	Rate	Amount	YTD Amount	Description	Current	YTD			
REGULAR	82.69	14.00	1,157.66	7,763.28	Federal Income Tax					
OVERTIME	0.24	21.00	5.04	28.35	Federal FICA Withheld	72.09	522.14			
HOL NOT W				112.00	Federal Medicare Withheld	16.86	122.11			
HOL PAY O				168.00	CALIFORNIA WH					
MEAL BR P				14.00	CALIFORNIA SDI EE	11.63	84.22			
SICK PAY				336.00						
Total	82.93		1,162.70			100.58	728.47			

DETACH BEFORE DEPOSITING

Bank No	Name of Bank / Saving & Loan	Account Number	Amount

DEPOSITED FOR:

JESSICA M SHEEHAN

NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE

ABM Industry Groups, LLC
 14141 Southwest Frwy, Suite 425
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00451 32327747 00451- 32327747-4096-4025

ABM Industry Groups, LLC
 14141 Southwest Frwy, Suite 425
 Sugar Land, TX 77478
 Tel: 713-776-5100

JESSICA M SHEEHAN

#1118

ABM Industry Groups, LLC

14141 Southwest Frwy, Suite 425

Sugar Land, TX 77478

Tel: 713-776-5100

JESSICA M SHEEHAN		Company	00451	Begin Date	04/01/19	Check #	312013	Vacation Bal	
EE #	10477399	Bus Unit	32327747	End Date	04/15/19	Check Date	04/22/19	Sick Bal	36.28
SSN	XXX-XX-XXXX	Gross Wages	1,124.69	Taxable YTD	9,546.32	Net Pay	930.53	BITN	07243124
EARNINGS					DEDUCTIONS				
Pay Description	Hours	Rate	Amount	YTD Amount	Description	Current	YTD		
REGULAR	79.27	14.00	1,109.78	8,873.06	Federal Income Tax	96.88	96.88		
OVERTIME	0.71	21.00	14.91	43.26	Federal FICA Withheld	69.73	591.87		
HOL NOT W				112.00	Federal Medicare Withheld	16.31	138.42		
HOL PAY O				168.00	CALIFORNIA WH				
MEAL BR P				14.00	CALIFORNIA SDI EE	11.24	95.46		
SICK PAY				336.00					
Total	79.98		1,124.69			194.16	922.63		

DETACH BEFORE DEPOSITING

Bank No.	Name of Bank / Saving & Loan	Account Number	Amount

DEPOSITED FOR:

JESSICA M SHEEHAN

NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE

ABM Industry Groups, LLC
 14141 Southwest Frwy, Suite 425
 Sugar Land, TX 77478
 Tel: 713-776-5100

00451 32327747 00451- 32327747-4096-4025

ABM Industry Groups, LLC
 14141 Southwest Frwy, Suite 425
 Sugar Land, TX 77478
 Tel: 713-776-5100

JESSICA M SHEEHAN

Exhibit 4

FORMA DEL CONSENTIMIENTO DE FLSA

Conforme a las provisiones de 29 U.S.C. el § 216 (b), los estándares de trabajo justos actúa, yo consiente por este medio ser un demandante del partido a esta acción.

8/16/2018
Fecha

Isabel Artiga
Nombre de impresión
Isabel Artiga
Firma

FLSA CONSENT FORM

Pursuant to the provisions of 29 U.S.C. § 216(b), the Fair Labor Standards Act, I hereby consent to be a party plaintiff to this action.

05-02-19
Date

GABRIEL RODRIGUEZ
Print Name


Signature

FLSA CONSENT FORM

Pursuant to the provisions of 29 U.S.C. § 216(b), the Fair Labor Standards Act, I hereby consent to be a party plaintiff to this action.

5/2/19
Date

Jessica Sheehan
Print Name
[Signature]
Signature

Exhibit G

HARRIS & RUBLE

ATTORNEYS AND COUNSELORS AT LAW

SOUTHERN CALIFORNIA OFFICE:

655 NORTH CENTRAL AVE 17th FL
GLENDALE CA 91203
TELEPHONE: 323.962.3777
FAX: 323.962.3004
www.harrisandruble.com

ALAN HARRIS
MARCELLA RUBLE*

PRIYA MOHAN
DAVID GARRETT
MIN JI GAL
LIN ZHAN

*RETIRED

NORTHERN CALIFORNIA OFFICE:

116 E. BLITHEDALE AVE SUITE 2
MILL VALLEY, CA 94941
TELEPHONE: 312.543.0967
FAX: 323.962.3004

SUBMITTED ONLINE

October 11, 2019

California Labor & Workforce Development Agency

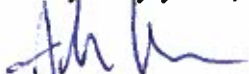
Re: *Gabriel Rodriguez v. ABM Industry Groups, LLC.*

To whom it may concern:

Pursuant to the applicable provisions of the California Labor Code Private Attorneys General Act, Gabriel Rodriguez, ("Plaintiff"), hereby alleges with respect to his employment with ABM Industry Groups, LLC, ("Defendant"), that Defendant violated provisions of the California Labor Code. The facts and circumstances concerning the alleged violations are outlined in the enclosed draft Complaint.

Please advise whether you will proceed with an investigation of this matter or whether Plaintiff may seek a civil-penalty recovery for the alleged violations under the Labor Code Private Attorneys General Act through their private counsel.

Very truly yours,



Alan Harris
Enclosures

Cc: (Via Certified Mail) ABM Industry Groups, LLC, c/o C.T. Corporation System, 818 West Seventh Street Suite 930, Los Angeles, CA 90017; ABM Industry Groups, LLC, Laura Fleming, Payne & Fears LLP, 4 Park Plaza, Irvine, CA 92614

HARRIS & RUBLE

ATTORNEYS AND COUNSELORS AT LAW

SOUTHERN CALIFORNIA OFFICE:

655 NORTH CENTRAL AVE 17th FL
GLENDALE CA 91203
TELEPHONE: 323.962.3777
FAX: 323.962.3004
www.harrisandruble.com

ALAN HARRIS
MARCELLA RUBLE*

PRIYA MOHAN
DAVID GARRETT
MIN JI GAL
LIN ZHAN

*RETIRED

NORTHERN CALIFORNIA OFFICE:

116 E. BLITHEDALE AVE SUITE 2
MILL VALLEY, CA 94941
TELEPHONE: 312.543.0967
FAX: 323.962.3004

SUBMITTED ONLINE

October 11, 2019

California Labor & Workforce Development Agency

Re: *Jessica Sheehan v. ABM Industry Groups, LLC.*

To whom it may concern:

Pursuant to the applicable provisions of the California Labor Code Private Attorneys General Act, Jessica Sheehan, ("Plaintiff"), hereby alleges with respect to his employment with ABM Industry Groups, LLC, ("Defendant"), that Defendant violated provisions of the California Labor Code. The facts and circumstances concerning the alleged violations are outlined in the enclosed draft Complaint.

Please advise whether you will proceed with an investigation of this matter or whether Plaintiff may seek a civil-penalty recovery for the alleged violations under the Labor Code Private Attorneys General Act through their private counsel.

Very truly yours,



Alan Harris
Enclosures

Cc: (Via Certified Mail) ABM Industry Groups, LLC, c/o C.T. Corporation System, 818 West Seventh Street Suite 930, Los Angeles, CA 90017; ABM Industry Groups, LLC, Laura Fleming, Payne & Fears LLP, 4 Park Plaza, Irvine, CA 92614

Exhibit H

Alan Harris (SBN 146079)
Priya Mohan (SBN 228984)
HARRIS & RUBLE
655 North Central Ave., 17th Fl.
Glendale, California 91203
Telephone: (323) 962-3777
Facsimile: (323) 962-3004
aharris@harrisandruble.com
pmohan@harrisandruble.com
Attorneys for Plaintiffs

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION

ISABEL ARTIGA, GABRIEL
RODRIGUEZ and JESSICA SHEEHAN,
individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

ABM INDUSTRY GROUPS, LLC, a
Delaware Limited Liability Company, and
DOE ONE through and including DOE
TEN,

Defendants.

Case No. 2:19-cv-06735-GW-RAO
Assigned to Hon. George H. Wu

SECOND AMENDED COMPLAINT
*[PAGA Law Enforcement, Class Action
and Collective Action Complaint]*

1. Reserved.
2. Failure to Provide Adequate Pay
Stubs Labor Code § 226(a)
3. Failure to Pay Minimum Wage, Cal.
Lab. Code § 1194; IWC Wage Order
4. Failure to Pay Minimum Wage, Fair
Labor Standards Act, 29 U.S.C. §
201 *et seq.*
5. Continuing Wages, Cal. Lab. Code §
203
6. Failure to Provide Proper Meal
Breaks, Cal. Lab. Code § 226.7 and
512 and IWC Wage Order
7. Failure to Provide Rest Breaks, Cal.
Lab. Code § 226.7 and 512 and IWC
Wage Order
8. Reserved.
9. Violation of Cal. Bus. & Prof. Code
§ 17200 *et seq.*

10. Civil Penalties, Pursuant to Cal. Lab. Code § 2698 *et seq.*

DEMAND FOR JURY TRIAL

Isabel Artiga, (“Artiga”), Gabriel Rodriguez (“Rodriguez”), Jessica Sheehan (“Sheehan”) (collectively “Plaintiffs”), on behalf of themselves as individuals and in their representative capacities, and on behalf of the State of California Labor & Workforce Development Agency (“LWDA”) under the Labor Code Private Attorneys General Act of 2004 (“PAGA”), California Labor Code (“Labor Code”) § 2698 *et seq.*, allege as follows:

JURISDICTION AND VENUE

1. This is a PAGA law enforcement action, class action and Fair Labor Standards Act collective action, seeking unpaid wages, damages, penalties and attorneys’ fees and costs, all according to proof, against Defendant ABM Industry Groups, LLC (“ABM”). This action alleges that ABM, *inter alia*, (1) collected unlawful deductions from employees; (2) failed to provide wage statements that supplied all of the information required by Labor Code § 226(a); (3) failed to pay Plaintiffs and Aggrieved Employees minimum and overtime wages; (4) failed to timely pay Plaintiffs all wages due; (5) failed to provide proper meal and rest breaks to Plaintiffs Rodriguez, a Supervisor, and Sheehan, a Lead, and other Aggrieved Employees who worked as a Supervisor and/or a Lead; (6) failed to provide a proper sick leave policy for employees; and (7) engaged in unfair, unlawful, and/or fraudulent business practices in violation of California law to the detriment of aggrieved employees and the general public. On August 28, 2018, Plaintiff Artiga provided statutory notice to the California Labor and Workforce Development Agency and to Defendant of the PAGA claims set forth in this complaint. On October 11, 2019, Plaintiffs Rodriguez and Sheehan provided statutory notice to the California Labor and Workforce Development Agency and to Defendant of the PAGA claims set forth in this First Amended Complaint.

2. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, Plaintiffs also bring this case individually and as a class action on behalf of similarly situated individuals who have been employed by ABM as hourly, non-exempt workers in California (collectively referred to as “Aggrieved Employees”) since four years prior to the filing of this action. Plaintiffs also bring this action pursuant to PAGA, which does not require class certification, on a representative basis on behalf of the Labor & Workforce Development Agency of the State of California (the “LWDA”). The alleged violations include failure to make timely payment of earned wages, provide proper meal and rest breaks, pay overtime and minimum wages, and for sick pay and record keeping violations, wage statement violations, continuing wages, and unfair competition, among other claims. Pursuant to 29 U.S.C. § 216(b), Plaintiffs Rodriguez and Sheehan also bring this case individually and as a collective action on behalf of similarly situated individuals who have been employed by Defendants in California.

3. Venue as to Defendant is proper in this District because a substantial part of the events or omissions giving rise to the claims occurred in this District. Defendant maintains an office, transacts business, has an agent, or is found in the County of Los Angeles and is within the jurisdiction of this Court for purposes of service of process. The unlawful acts alleged herein had a direct effect on and were committed within the State of California.

4. This action was filed in the Superior Court of the State of California for the County of Los Angeles. Thereafter, on August 2, 2019, Defendant removed this action pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. §§ 1332(d), 1453, 1711, and section 301 of the Labor Management Relations Act, 29 U.S.C. § 185(a).

PARTIES AND SUBSTANTIVE ALLEGATIONS

5. Plaintiff Artiga is an individual who during the time periods relevant to this Complaint, was and is a resident of the County of Los Angeles, State of California. Plaintiff Rodriguez is an individual who during the time periods relevant to this Complaint, was a resident of the Counties of Riverside and Los Angeles, State of

California. Rodriguez worked for Defendant ABM in the County of Los Angeles and the County of Riverside, State of California, working for Defendant as a Supervisor. Plaintiff Sheehan is an individual who during the time periods relevant to this Complaint, was and is a resident of the County of Riverside, State of California, working for Defendant as a Lead. Sheehan was employed by Defendant ABM in the County of Riverside, State of California during the relevant period. Plaintiffs bring this action on behalf of themselves, on behalf of all others similarly situated, and pursuant to California Business and Professions Code section 17200 *et seq.*

6. Defendant ABM Industry Groups, LLC (“ABM”) is a company that conducts significant amounts of business within Los Angeles County. ABM touts itself as a leading provider of integrated facility solutions. Among the services it provides, ABM offers parking valet and transportation and janitorial contractor services to clients across the United States, including throughout California. ABM is a Delaware Limited Liability Company with its headquarters in Sugar Land, Texas. ABM is authorized to do and does business in California. ABM is a temporary services employer as defined by Cal. Lab. Code § 201.3, which statute provides, in part:

(a) For purposes of this section, the following definitions apply:

(1) “Temporary services employer” means an employing unit that contracts with clients or customers to supply workers to perform services for the clients or customers and that performs all of the following functions:

(A) Negotiates with clients and customers for matters such as the time and place where the services are to be provided, the type of work, the working conditions, and the quality and price of the services.

(B) Determines assignments or reassignments of workers, even if workers retain the right to refuse specific assignments.

(C) Retains the authority to assign or reassign a worker to another client or customer when the worker is determined unacceptable by a specific client or customer.

1 (D) Assigns or reassigns workers to perform services for clients or
2 customers.

3 (E) Sets the rate of pay of workers, whether or not through negotiation.

4 (F) Pays workers from its own account or accounts.

5 (G) Retains the right to hire and terminate workers.

6 Cal. Lab. Code § 201.3(a)(1)(A)-(G). As a temporary services employer, Defendant
7 contracts with clients or customers to supply workers to perform services. On ABM's
8 website, ABM describes its provision of janitorial services to its customers as follows:

9 "We're a single-source commercial janitorial contractor with advanced
10 cleaning technologies. ABM's proven methods can save you time and
11 improve your bottom line. Our own team of well-trained, efficient,
12 environmentally aware professionals become part of your team, respecting
13 your culture. You're free to focus on your core responsibilities."

14 See <https://www.abm.com/services/janitorial/> (last accessed July 6, 2020). ABM
15 describes its provision of parking services to its customers on its website as well:

16 A wide range of off-street and on-street parking facilities across 200 client
17 locations, including some of the largest and most prestigious buildings in the
18 U.S., rely on us for best practices in operation and maintenance. ABM
19 makes sure your guests are happy and safe from arrival to departure, through
20 stringent employee screening, hiring, and training. Across shuttle service,
21 valet, and parking facility management, ABM contributes to building value.

22 See <https://www.abm.com/services/parking-transportation/> (last accessed July 6,
23 2020). ABM meets the definition of a temporary services provider. It negotiates
24 with its customers where ABM employees will perform work and the type of work
25 that will be performed. ABM also negotiates the cost of these services with the
26 customers. Each of the Plaintiffs worked at ABM customer locations under
27 ABM's direction. Each of the Plaintiffs were paid directly by ABM for the work
28 performed on customer sites. ABM retains the ability to assign or reassign its

workers. Indeed, Plaintiff Artiga was assigned to various customer sites during her employment with ABM. Similarly, Plaintiff Rodriguez was assigned to at least two different customers while working for ABM. ABM also had the authority to hire and terminate employees, and exercised that authority with respect to each of the Plaintiffs.

7. Defendant and/or its affiliates have been repeatedly charged with PAGA violations, commencing soon after the statute became effective. E.g., Augustus v. American Commercial Security Services, Inc. (L.A.Super.Ct., 2006, No. BC347914)(settled for up to \$2,500,000, including civil penalties of \$730,000). Accordingly, it is appropriate to draw an inference that Defendant's conduct as described herein is intentional, resulting in part from a continuing practice of devoting insufficient resources to the payroll accounting and related human resources and compliance functions.

8. The true names and/or capacities, whether individual, corporate, associate or otherwise, of defendants Does 1 to 10 inclusive, are unknown to Plaintiffs at this time, who therefore sue said defendants by such fictitious names. When the true names and capacities of said defendants have been ascertained, Plaintiffs will amend this complaint accordingly. Plaintiffs are informed and believe and thereupon alleges that each defendant designated herein as a Doe is responsible, negligently, intentionally, contractually, or in some other actionable manner, for the events and happenings hereinafter referred to, and caused injuries and damages proximately thereby to Plaintiffs as is hereinafter alleged, either through said defendants' own wrongful conduct or through the conduct of their agents, servants, employees, representatives, officers or attorneys, or in some other manner.

GENERAL ALLEGATIONS

9. Beginning on or about January 20, 2012 until in or about July, 2018, Plaintiff Artiga was employed by ABM as a parking attendant in various locations in Los Angeles County. Attached hereto as Exhibit 1 are true and correct copies of some of Artiga's pay stubs. Beginning in or about August, 2018 until August, 2019, Plaintiff

1 Rodriguez was employed by ABM in a janitorial position in Riverside and thereafter Los
2 Angeles County, as a Supervisor. Attached hereto as Exhibit 2 are true and correct
3 copies of some of Rodriguez's pay stubs. Beginning in or about December, 2017 until
4 October, 2019, Plaintiff Sheehan was employed by ABM as a Lead in janitorial position
5 in Riverside County. Attached hereto as Exhibit 3 are true and correct copies of some of
6 Sheehan's pay stubs.

7 10. Plaintiffs contend that Defendant failed to provide them and other Aggrieved
8 Employees with adequate pay stubs. In this regard, section 226 of the California Labor
9 Code provides:

10 (a) Every employer shall, semimonthly or at the time of each
11 payment of wages, furnish each of his or her employees, either as a
12 detachable part of the check, draft, or voucher paying the employee's wages,
13 or separately when wages are paid by personal check or cash, an itemized
14 statement in writing showing (1) gross wages earned, (2) total hours worked
15 by the employee, except for any employee whose compensation is solely
16 based on a salary and who is exempt from payment of overtime under
17 subdivision (a) of Section 515 or any applicable order of the Industrial
18 Welfare Commission, (3) the number of piece-rate units earned and any
19 applicable piece rate if the employee is paid on a piece-rate basis, (4) all
20 deductions, provided, that all deductions made on written orders of the
21 employee may be aggregated and shown as one item, (5) net wages earned,
22 (6) the inclusive dates of the period for which the employee is paid, (7) the
23 name of the employee and his or her social security number, (8) the name
24 and address of the legal entity that is the employer, and (9) all applicable
25 hourly rates in effect during the pay period and the corresponding number of
26 hours worked at each hourly rate by the employee and . . . if the employer is
27 a temporary services employer as defined in Section 201.3, the rate of pay
28 and the total hours worked for each temporary services assignment. The

1 deductions made from payments of wages shall be recorded in ink or other
2 indelible form, properly dated, showing the month, day, and year, and a copy
3 of the statement or a record of the deductions shall be kept on file by the
4 employer for at least three years at the place of employment or at a central
5 location within the State of California.

6

7 (e) An employee suffering injury as a result of a knowing and
8 intentional failure by an employer to comply with subdivision (a) is entitled
9 to recover the greater of all actual damages or fifty dollars (\$50) for the
10 initial pay period in which a violation occurs and one hundred dollars (\$100)
11 per employee for each violation in a subsequent pay period, not exceeding
12 an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an
13 award of costs and reasonable attorney's fees.

14 Cal. Lab. Code § 226.

15 11. On information and belief, Plaintiffs contend that Defendant failed to
16 provide Plaintiffs and Aggrieved Employees with the data required by section 226 of the
17 California Labor Code. Exhibits 1 through 3 are true and correct copies of certain of
18 Plaintiffs' wage statements. On occasion, for example with respect to Plaintiff
19 Rodriguez, during the period April 1, 2019 to April 15, 2019, Defendant would make
20 retroactive adjustments resulting in wage statements that failed to state all applicable
21 hourly rates and were therefore confusing. See Exhibit 2. ABM's failure to provide the
22 correct information on wage statements has caused confusion by making it impossible for
23 Plaintiffs to determine whether or not they have been paid correctly. Further, although
24 ABM is a temporary service provider, Exhibits 1, 2, and 3 show that ABM's wage
25 statements fail to provide the rate of pay and total hours worked for each temporary
26 services assignment. For example, Exhibit 2 consists of certain wage statements
27 provided to Plaintiff Rodriguez. During the pay period beginning July 1, 2019 through
28 July 15, 2019, Rodriguez performed janitorial work for ABM's client Claremont

McKenna College in Los Angeles County. During the pay period beginning June 16, 2019 through June 30, 2019, Rodriguez performed work for ABM's client Amazon's facility located in Moreno Valley, California. The wage statements provided to Rodriguez (Exhibit 2) provide no information regarding the temporary services assignment for which Rodriguez was being paid. Likewise, the wage statements attached as Exhibits 1 and 3 show that ABM did not provide any information regarding temporary services assignments to Plaintiffs Artiga and Sheehan. As a result, for example, it was not possible from the wage statement alone to determine whether the worker was paid an hourly rate which comported with the requirements of various municipal ordinances. In addition to subjecting ABM to the damages specified in section 226(e), ABM's failure to provide such information to Plaintiffs and aggrieved employees subjects it to civil penalties. See Cal. Lab. Code §§ 226.3, 2698 *et seq.*

12. On information and belief, Plaintiffs contend that Defendant failed to provide Plaintiffs and Aggrieved Employees with payment of the required minimum wage. For instance, Plaintiffs Rodriguez and Sheehan were required to attend new-hire training sessions for which they have never received any compensation. Rodriguez and Sheehan, as well as other Aggrieved Employees were required to attend new-hire training sessions, without pay. At these unpaid sessions, held for the benefit of ABM, the new employees were required, *inter alia*, to review the rules set forth in the Employee Handbook, review employer policies dealing with all manner of matters that the employers had to communicate to the new employees, payroll procedures, safety procedures and more. Rodriguez, Sheehan and Aggrieved Employees performed this work without any compensation at all by Defendant.

13. At all relevant times mentioned herein, section 204 of the California Labor Code provided, in relevant part:

All wages, other than those mentioned in Section 201, 202, 204.1, or 204.2, earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the

1 regular paydays. Labor performed between the 1st and 15th days, inclusive,
2 of any calendar month shall be paid for between the 16th and the 26th day of
3 the month during which the labor was performed, and labor performed
4 between the 16th and the last day, inclusive, of any calendar month, shall be
5 paid for between the 1st and 10th day of the following month.

6 Cal. Lab. Code § 204.

7 14. Similarly, at all times relevant hereto, the provisions of the Fair Labor
8 Standards Act (“FLSA”), 29 U.S.C. § 201 *et seq.* require the payment of at least
9 minimum wage and overtime for hours worked over forty in a workweek. See 29 U.S.C.
10 §§ 206 and 207.

11 15. Plaintiffs Rodriguez, Sheehan and Aggrieved Employees were
12 prevented from taking proper meal and/or rest breaks as required by law, when assigned
13 as a Supervisor or Lead being required to keep in constant communication with other
14 coworkers via a phone or radio device. In addition, from time to time Rodriguez,
15 Sheehan and other Aggrieved Employees were subjected to tardy, truncated or altogether
16 missed meal breaks, and not provided a second meal break when working in excess of ten
17 hours in a shift.

18 16. At all times relevant hereto, section 226.7 of the California Labor Code
19 provided:

20 (a) No employer shall require any employee to work during any meal or rest
21 period mandated by an applicable order of the Industrial Welfare
22 Commission.

23 (b) If an employer fails to provide an employee a meal period or rest period
24 in accordance with an applicable order of the Industrial Welfare
25 Commission, the employer shall pay the employee one additional hour of
26 pay at the employee's regular rate of compensation for each work day that
27 the meal or rest period is not provided.

28 Cal. Lab. Code § 226.7.

1 17. Here, Plaintiffs Rodriguez and Sheehan and Aggrieved Employees
2 were not provided proper thirty-minute meal breaks when working less than ten-
3 hour workdays. Plaintiffs Rodriguez and Sheehan and other Aggrieved Employees
4 were not provided a second meal break when working more than ten hours in a
5 workday.

6 18. ABM violated sections 226.7 and 512 of the California Labor Code and the
7 relevant IWC Wage Order by failing to provide proper meal or rest periods.
8 Accordingly, Plaintiffs and Class Members are entitled to an additional hour of pay for
9 each workday Plaintiffs were not properly provided proper meal or rest periods. See Cal.
10 Lab. Code § 226.7(b).

11 19. Compensation for missed meal periods or rest breaks constitutes wages
12 within the meaning of section 200 *et seq.* of the California Labor Code.

13 20. To date, Defendant has failed to compensate Plaintiffs and Aggrieved
14 Employees for all of their earned wages in accordance with the California Labor Code,
15 relevant IWC Wage Order, and/or the FLSA.

16 21. Plaintiff Artiga also contends that Defendant failed to put certain monies in
17 segregated, interest bearing accounts and accordingly unlawfully deducted uniform
18 deposits from her paycheck and the paychecks of other Aggrieved Employees, all in
19 violation of California Labor Code section 221 and otherwise as hereinafter described. In
20 addition to subjecting ABM to damages, ABM's unlawful deductions subject it to civil
21 penalties. See Cal. Lab. Code § 225.5.

22 22. Defendant is liable to Plaintiffs and former employees for continuing wages
23 pursuant to sections 201 through 203 of the Labor Code. Section 201 of the Labor Code
24 states that, "[i]f an employer discharges an employee, the wages earned and unpaid at the
25 time of discharge are due and payable immediately." Cal. Lab. Code § 201(a). Similarly,
26 section 202 of the Labor Code provides that, "[i]f an employee. . . quits his or her
27 employment, his or her wages shall become due and payable not later than 72 hours
28 thereafter, unless the employee has given 72 hours previous notice of his or her intention

1 to quit, in which case the employee is entitled to his or her wages at the time of quitting.”
 2 Id. § 202(a). According to section 203 of the Labor Code, “[i]f an employer willfully
 3 fails to pay, without abatement or reduction, in accordance with Sections 201[or] 202. . .
 4 any wages of an employee who is discharged or who quits, the wages of the employee
 5 shall continue as a penalty from the due date thereof at the same rate until paid or until an
 6 action therefor is commenced; but the wages shall not continue for more than 30 days.”
 7 Id. § 203(a). In addition to subjecting Defendant to damages or penalties, Defendant’s
 8 failure to timely pay all outstanding wages upon the termination of employment subjects
 9 it to civil penalties. See Cal. Lab. Code § 2698 *et seq.* Defendant did not pay all wages
 10 due and owing to Plaintiffs within the statutorily required time period.

11 23. Further, Defendant’s sick pay policy violates sections 233 and 234 of the
 12 Labor Code. Section 233 of the California Labor Code states:

13 a) Any employer who provides sick leave for employees shall permit an
 14 employee to use in any calendar year the employee’s accrued and available
 15 sick leave entitlement, in an amount not less than the sick leave that would
 16 be accrued during six months at the employee’s then current rate of
 17 entitlement, for the reasons specified in subdivision (a) of Section 246.5.
 18 This section does not extend the maximum period of leave to which an
 19 employee is entitled under Section 12945.2 of the Government Code or
 20 under the federal Family and Medical Leave Act of 1993 (29 U.S.C. Sec.
 21 2601 *et seq.*), regardless of whether the employee receives sick leave
 22 compensation during that leave.

23 . . .

24 (c) An employer shall not deny an employee the right to use sick leave or
 25 discharge, threaten to discharge, demote, suspend, or in any manner
 26 discriminate against an employee for using, or attempting to exercise the
 27 right to use, sick leave to attend to an illness or the preventive care of a
 28

1 family member, or for any other reason specified in subdivision (a) of
2 Section 246.5.

3 (d) Any employee aggrieved by a violation of this section shall be entitled to
4 reinstatement and actual damages or one day's pay, whichever is greater,
5 and to appropriate equitable relief.

6 Cal. Lab. Code § 233. Section 234 of the Labor Code states:

7 An employer absence control policy that counts sick leave taken pursuant to
8 Section 233 as an absence that may lead to or result in discipline, discharge,
9 demotion, or suspension is a per se violation of Section 233. An employee
10 working under this policy is entitled to appropriate legal and equitable relief
11 pursuant to Section 233.

12 Cal. Lab. Code § 234. Defendant's sick leave policy, which *inter alia* does not include
13 leave for care of grandchildren or grandparents, as referenced in Code section 245.5, is in
14 violation of sections 233 and 234 of the Labor Code, a violation which gives rise to
15 PAGA civil penalties.

16 24. Plaintiffs and Aggrieved Employees were injured by such actions and are
17 therefore entitled to seek the amounts as set forth in Labor Code section 226 subsections
18 (e)–(f), and penalties pursuant to Cal. Lab. Code § 558. Present section 558.1 of the
19 California Labor Code in part provides:

20 (a) Any employer or other person acting on behalf of an employer, who
21 violates, or causes to be violated, any provision regulating minimum wages
22 or hours and days of work in any order of the Industrial Welfare
23 Commission, or violates, or causes to be violated, Sections 203, 226, 226.7,
24 1193.6, 1194, or 2802, may be held liable as the employer for such violation.

25 (b) For purposes of this section, the term "other person acting on behalf of
26 an employer" is limited to a natural person who is an owner, director,
27 officer, or managing agent of the employer, and the term "managing agent"
28

1 has the same meaning as in subdivision (b) of Section 3294 of the Civil
2 Code.

3 25. Reserved.

4 26. At all times relevant hereto, sections 510, 1194, and 1198 of the California
5 Labor Code required (1) the payment of at least the minimum wage, (2) the
6 payment of wages equal to one-and-one-half times an employee's regular rate of pay for
7 all hours worked in excess of eight per day or forty per week, and (3) the payment of
8 wages equal to double the employee's regular rate of pay for all hours worked in
9 excess of twelve per day and for all hours worked in excess of eight on the seventh day
10 of work in any one workweek. At all relevant times mentioned herein, California Labor
11 Code section 1194 provided, in relevant part:

12 Notwithstanding any agreement to work for a lesser wage, any employee
13 receiving less than the legal minimum wage or the legal overtime
14 compensation applicable to the employee is entitled to recover in a civil
15 action the unpaid balance of the full amount of this minimum wage or
16 overtime compensation, including interest thereon, reasonable attorney's
17 fees, and costs of suit.

18 Cal. Lab. Code § 1194(a).

19 27. At all relevant times mentioned herein, section 1198 of the California
20 Labor Code provided:

21 The maximum hours of work and the standard conditions of labor fixed by
22 the commission shall be the maximum hours of work and the standard
23 conditions of labor for employees. The employment of any employee for
24 longer hours than those fixed by the order or under conditions of labor
25 prohibited by the order is unlawful.

26 Cal. Lab. Code § 1198. Section 1198 refers to "conditions of labor prohibited by the
27 order [of the IWC]" and therefore incorporates by reference IWC Wage Order
28 Number 16. To date, Plaintiffs Rodriguez and Sheehan have not been paid for all of the

1 hours they worked for Defendant. By failing to pay Plaintiffs Rodriguez and Sheehan for
2 all of their hours of work, Defendant violated section 1198 by employing Plaintiffs
3 Rodriguez and Sheehan “under conditions of labor prohibited by the order.” Cal. Lab.
4 Code § 1198.

5 28. At all relevant times mentioned herein, section 510 of the California Labor
6 Code provided, in relevant part:

7 Eight hours of labor constitutes a day’s work. Any work in excess of eight
8 hours in one workday and any work in excess of 40 hours in any one
9 workweek and the first eight hours worked on the seventh day of work in
10 any one workweek shall be compensated at the rate of no less than one-and-
11 one-half times the regular rate of pay for an employee. Any work in excess
12 of 12 hours in one day shall be compensated at the rate of no less than twice
13 the regular rate of pay for an employee. In addition, any work in excess of
14 eight hours on any seventh day of a workweek shall be compensated at the
15 rate of no less than twice the regular rate of pay of an employee. Nothing in
16 this section requires an employer to combine more than one rate of overtime
17 compensation in order to calculate the amount to be paid to an employee for
18 any hour of overtime work. The requirements of this section do not apply to
19 the payment of overtime compensation to an employee working pursuant to
20 any of the following: (1) An alternative workweek schedule adopted
21 pursuant to Section 511. (2) An alternative workweek schedule adopted
22 pursuant to a collective bargaining agreement pursuant to Section 514.

23 Cal. Lab. Code § 510(a).

24 29. At all relevant times mentioned herein, section 1194 of the California Labor
25 Code provided, in relevant part:

26 Notwithstanding any agreement to work for a lesser wage, any employee
27 receiving less than the legal minimum wage or the legal overtime
28 compensation applicable to the employee is entitled to recover in a civil

1 action the unpaid balance of the full amount of this minimum wage or
2 overtime compensation, including interest thereon, reasonable attorney's
3 fees, and costs of suit.

4 Id. § 1194(a).

5 30. With regard to the employment of Plaintiffs Rodriguez and Sheehan as
6 described above, the provisions of subparagraphs (1) and (2) of section 510 of the
7 California Labor Code were inapplicable in that no alternative workweek schedule had
8 been adopted.

9 31. Reserved.

10 32. Plaintiffs are informed and believe, and based thereon allege, that
11 Defendant's labor practices and all other aspects of its operations, as well as the job
12 duties of Aggrieved Employees, are stringently controlled and monitored pursuant to
13 uniform standards established by Defendant that apply throughout the company and
14 certainly throughout California. Plaintiffs are informed and believe, and based thereon
15 allege, that Defendant requires compliance with detailed standards for completing
16 assigned tasks and running its operations. As a result, Plaintiffs and Defendant's
17 Aggrieved Employees in California have been subject to uniform policies with respect to
18 the violations alleged herein and cause Aggrieved Employees to be similarly situated
19 regardless of location and position.

20 33. Plaintiffs are further informed and believe that Defendant uniformly applies
21 policies and procedures to all Aggrieved Employees with respect to the maintenance of
22 employment records. As a direct and proximate result of the unlawful actions of
23 Defendant, as alleged herein above and below, Plaintiffs and Class Members have
24 suffered and continue to suffer damages.

25 34. Section 2699 of the California Labor Code, the Labor Code Private
26 Attorneys General Act of 2004, provides in subpart (a) and subparts (f) through (g):

27 (a) Notwithstanding any other provision of law, any provision of this code
28 that provides for a civil penalty to be assessed and collected by the Labor

1 and Workforce Development Agency or any of its departments, divisions,
 2 boards, agencies or employees, for a violation of this code, may, as an
 3 alternative, be recovered through a civil action brought by an aggrieved
 4 employee on behalf of himself or herself and other current or former
 5 employees.

6

7 (f) For all provisions of this code except those for which a civil penalty is
 8 specifically provided, there is established a civil penalty for a violation of
 9 these provisions, as follows . . . (2) If, at the time of the alleged violation, the
 10 person employs one or more employees, the civil penalty is one hundred
 11 dollars (\$100) for each aggrieved employee per pay period for the initial
 12 violation and two hundred dollars (\$200) for each aggrieved employee per
 13 pay period for each subsequent violation.

14

15 (g) Except as provided in paragraph (2), an aggrieved employee may recover
 16 the civil penalty described in subdivision (f) in a civil action pursuant to the
 17 procedures specified in Section 2699.3 filed on behalf of himself or herself
 18 and other current or former employees against whom one or more of the
 19 alleged violations was committed. Any employee who prevails in any action
 20 shall be entitled to an award of reasonable attorney's fees and costs. Nothing
 21 in this part shall operate to limit an employee's right to pursue or recover
 22 other remedies available under state or federal law, either separately or
 23 concurrently with an action taken under this part.

24 Cal. Lab. Code § 2699.

25 35. At all times relevant herein, section 226.3 of the California Labor Code
 26 provided, in relevant part:

27 Any employer who violates subdivision (a) of Section 226 shall be subject
 28 to a civil penalty in the amount of two hundred fifty dollars (\$ 250) per

employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the records required in subdivision (a) of Section 226. The civil penalties provided for in this section are in addition to any other penalty provided by law.

Cal. Lab. Code § 226.3.

36. At all times relevant herein, section 210 of the California Labor Code provided, in relevant part:

(a) In addition to, and entirely independent and apart from, any other penalty provided in this article, every person who fails to pay the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows:

(1) For any initial violation, one hundred dollars (\$100) for each failure to pay each employee.

(2) For each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.

Cal. Lab. Code § 210.

37. At all times relevant herein, section 558 of the California Labor Code provided, in relevant part:

(a) Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows:

(1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages.

(2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages.

(3) Wages recovered pursuant to this section shall be paid to the affected employee.

....

(c) The civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law.

Cal. Lab. Code § 558.

38. At all times relevant herein, section 1197.1 of the California Labor Code provided, in relevant part:

(a) Any employer or other person acting either individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an order of the commission shall be subject to a civil penalty as follows:

(1) For any initial violation that is intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee is underpaid.

(2) For each subsequent violation for the same specific offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation is intentionally committed.

Cal. Lab. Code § 1197.1.

39. The Wage Order also provides for civil penalties with respect to violations of the Wage Order.

40. ***Unfair Competition.*** Through the violations described in this Complaint, Defendant has gained a decided advantage over competitors that abide by California's laws relating to wage statements, timely payment of final wages, and minimum wage and

overtime laws. Defendant's unlawful practices constitute unfair competition. Section 17200 *et seq.* of the California Business and Professions Code prohibits such unfair competition.

CLASS-ACTION ALLEGATIONS

41. Plaintiff brings the second through seventh, and ninth causes of action below on a class-wide basis pursuant to Rule 23 of the Federal Rules of Civil Procedure. Rule 23 provides:

(a) Prerequisites. One or more members of a class may sue or be sued as representative parties on behalf of all members only if: (1) the class is so numerous that joinder of all members is impracticable; (2) there are questions of law or fact common to the class; (3) the claims or defenses of the representative parties are typical of the claims or defenses of the class; and (4) the representative parties will fairly and adequately protect the interests of the class.

(b) Types of Class Actions. A class action may be maintained if Rule 23(a) is satisfied and if: . . . (3) the court finds that the questions of law or fact common to class members predominate over any questions affecting only individual members, and that a class action is superior to other available methods for fairly and efficiently adjudicating the controversy.

Fed. R. Civ. P. 23. Pursuant to subdivisions (a) and (b)(3) of Rule 23, Plaintiffs seek to represent all individuals who, at any time since four years prior to the filing of this action to date, were or have been employed by Defendant in the State of California as a non-exempt, hourly worker. (Such persons are referred to hereafter as "Class Members," and such period is referred to hereafter as the "Class Period").

42. Defendant, as to Plaintiffs Rodriguez, Sheehan and to each member of the Orientation Subclass, failed to pay at least minimum wage and/or overtime for all hours worked pursuant to the relevant minimum wage and overtime requirements. Accordingly, Plaintiffs Rodriguez and Sheehan and Subclass Member is entitled to

1 payment of his or her unpaid minimum wage, liquidated damages thereon, unpaid
2 overtime, and interest.

3 43. Defendant, as to Plaintiffs and each Wage Statement Subclass Member, also
4 failed to accurately provide the data required by section 226(a) of the California Labor
5 Code and, accordingly, Defendant's failure to provide such data entitles each Plaintiff
6 and each Wage Statement Subclass Member to either actual damages or statutory
7 liquidated damages, whichever is greater. As a Temporary Services Employer within the
8 meaning of Labor Code section 201.3, Defendant is required to show on employee wage
9 statements, "the rate of pay and the total hours worked for each temporary services
10 assignment." Cal. Lab. Code § 226(a)(9). The failure to provide Plaintiffs and each
11 Wage Statement Subclass Member with the required data, caused Plaintiffs and each
12 Subclass Member injury by depriving them of information to which they were legally
13 entitled. Despite the requirements of the statute, it is not possible for the employee "from
14 the wage statement alone" to ascertain "(i) The amount of the gross wages or net wages
15 paid to the employee during the pay period or any of the other information required to be
16 provided on the itemized wage statement pursuant to items (2) to (4), inclusive, (6), and
17 (9) of subdivision (a)." Cal. Lab. Code §226(e)(2)(B).

18 44. Defendant's failure to provide proper meal periods or rest breaks as required
19 by sections 226.7 and 512 of the California Labor Code and the applicable Wage Order
20 entitles Plaintiffs Rodriguez, Sheehan and Class Members to payment of an additional
21 hour of pay at the employee's regular rate of compensation for each work day that a
22 proper meal period was not provided, as well as liquidated statutory damages.

23 45. Defendant failed to provide a compliant sick leave policy pursuant to the
24 California Labor Code, the policy, inter alia, excluding grandparents and grandchildren
25 from the status of family members.

26 46. Defendant's failure to make payments within the time provided by sections
27 201, 201.3, or 202 of the California Labor Code has been and is "willful" within the
28 meaning of section 203 of the California Labor Code and, accordingly, Plaintiffs and

1 each Former Employee Subclass Member who quit or was discharged and was not paid in
2 accordance with the law is entitled to the continuing wages for which provision is made
3 by section 203 of the California Labor Code.

4 47. The Members of the Class and Subclasses are sufficiently numerous in that
5 joinder of all such Members would be impracticable, however not so large as to make the
6 class unmanageable. Further, the disposition of the claims of the Class and Subclasses in
7 a class action will provide substantial benefits to both the parties and the Court.

8 48. Despite the size of the proposed Class, the Class Members are readily
9 ascertainable through an examination of the records that Defendant is required by law to
10 keep. Likewise, the dollar amount owed to each Class Member is readily ascertainable
11 by an examination of those same records.

12 49. The provisions of the California Labor Code upon which Plaintiffs base their
13 claims are broadly remedial in nature. These laws and labor standards serve an important
14 public interest in establishing minimum working conditions and standards in California.
15 These laws and labor standards protect the average working employee from exploitation
16 by employers who may seek to take advantage of superior economic and bargaining
17 power in setting onerous terms and conditions on employment.

18 50. The nature of this action and the laws available to Plaintiffs and Class
19 Members make the class-action format a particularly efficient and appropriate procedure
20 to redress the wrongs alleged herein. Further, this case involves a large corporate
21 defendant and a large number of individual employees with many relatively small claims.
22 If each employee were required to file an individual lawsuit, ABM would necessarily
23 gain an unconscionable advantage because it would be able to exploit and overwhelm the
24 limited resources of each individual plaintiff with its vastly superior legal and financial
25 resources.

26 51. Requiring each Class Member to pursue an individual remedy would also
27 discourage the assertion of lawful claims by employees who would be disinclined to file
28 an action against their former and/or current employer for real and justifiable fear of

1 retaliation and permanent damage to their careers with respect to subsequent
2 employment.

3 52. Moreover, the prosecution of separate actions by individual Class Members
4 would create a substantial risk of inconsistent or varying adjudications with respect to
5 individual Class Members against the Defendant.

6 53. There is a well-defined community of interest in the questions of law and
7 fact involved affecting the parties to be represented. The questions of law and fact
8 common to the Class predominate over questions that may impact individual Class
9 Members. These common questions include but are not limited to, the following:

10 (a) Whether Defendant's practice of deducting uniform deposits from the
11 paychecks of employees and failing to hold those funds in a segregated, interest bearing
12 account with accrued interest paid to terminated employees is unlawful;

13 (b) Whether Defendant failed to pay minimum wage under California Labor Code
14 § 1194(a);

15 (c) Reserved.

16 (d) Whether Defendant implemented and engaged in a systematic practice under
17 which it improperly calculated employees' overtime wages;

18 (e) Whether Defendant failed to provide employees with adequate paystubs in
19 accordance with California Labor Code § 226(a);

20 (e) Whether Defendant failed to timely provide quitting or terminated employees
21 their final wages;

22 (f) Whether Defendant failed to provide Lead and Supervisors who were required
23 to have radios operating at all times with proper meal periods and rest breaks;

24 (g) Whether Defendant's conduct constituted an illegal, unfair, or deceptive
25 business practice;

26 (h) Whether Plaintiffs and Class Members are entitled to statutory damages,
27 restitution, and/or penalties.
28

1 54. Proof of a common business practice or factual pattern that Plaintiffs
2 experienced is representative of that experienced by the Class and will establish the right
3 of each Class Member to recover on the causes of action alleged.

4 55. Such a pattern, practice, and uniform administration of illegal corporate
5 policies with respect to employee compensation, as described herein, creates an
6 entitlement in common for Plaintiffs and Class Members to recover in a civil action the
7 unpaid balance of the full amount of the compensation owing, including interest thereon,
8 reasonable attorney's fees, and costs of suit according to the mandate of the California
9 Labor Code section 218.5.

10 56. Furthermore, Plaintiffs and Class Members are entitled in common to
11 restitution and disgorgement of funds withheld improperly by Defendant ABM.
12 Accordingly, Plaintiffs on behalf of Class Members will seek the creation of a common
13 fund made up of the aforementioned damages.

14 57. Plaintiffs assert claims that are typical of those of the Class Members
15 because they were employed by ABM in California, they were subjected to ABM's
16 uniform policies and procedures, and they were similarly injured as a result of ABM's
17 actions.

18 58. Plaintiffs will fairly and adequately represent and protect the interests of the
19 Class Members in that they have no disabling conflicts of interest that would be
20 antagonistic to other Class Members. Moreover, Plaintiffs seek relief that is not
21 antagonistic or adverse to the Class Members in that the infringement of their rights and
22 the damages that they suffered are typical of all other Class Members. Additionally,
23 Plaintiffs have retained counsel who are competent and experienced in class-action
24 litigation.

25 59. Plaintiffs and Class Members have all similarly suffered irreparable harm
26 and damages as a result of Defendant's unlawful and wrongful conduct. This action will
27 provide substantial benefits to both the Class and the public because, absent this action,
28 Defendant's unlawful conduct will continue un-remedied and uncorrected.

FLSA COLLECTIVE-ACTION ALLEGATIONS

60. In this collective action, Plaintiffs Rodriguez and Sheehan seek to represent all individuals employed by Defendant who, at any time during the three years preceding the filing of this Complaint, up to the time of the filing of a motion for certification of a collective action, who participated in an ABM new-hire training session[s] in California (the “Collective Action Members”). Attached hereto as **Exhibit 4** are true and correct copies of the FLSA consent forms for Plaintiffs Artiga, Rodriguez and Sheehan.

61. Plaintiffs Rodriguez and Sheehan are similarly situated with the Collective Action Members in that: (a) Plaintiffs Rodriguez and Sheehan and the Collective Action Members were employed by Defendant; (b) Plaintiffs Rodriguez and Sheehan and the Collective Action Members were not paid their minimum wages for all hours worked; (c) Defendant knowingly and willfully violated provisions of the FLSA by not paying Plaintiffs Rodriguez and Sheehan and the Collective Action Members their wages; (d) As a result of the practice of Defendant of withholding compensation for all hours worked, Plaintiffs Rodriguez and Sheehan and the Collective Action Members have been similarly damaged in that they have not received timely payment in full of their earned wages.

62. This action is maintainable as an “opt-in” collective action pursuant to 29 U.S.C. § 216(b) as to claims for liquidated damages, costs and attorneys’ fees under the FLSA. All individuals employed by Defendants who, at any time since three years prior to the filing of this Complaint participated in an ABM New-Hire Training Session in California should be given notice and be allowed to give their consent in writing, i.e., “opt in,” to the collective action pursuant to 29 U.S.C. § 216(b).

63. Reserved.

64. The Wage Order provides, in part:

(C) A reasonable deposit may be required as security for the return of the items furnished by the employer under provisions of subsections (A) and (B) of this section upon issuance of a receipt to the employee for such deposit.

Such deposits shall be made pursuant to Section 400 and following of the Labor Code or an employer with the prior written authorization of the employee may deduct from the employee's last check the cost of an item furnished pursuant to (A) and (B) above in the event said item is not returned. No deduction shall be made at any time for normal wear and tear. All items furnished by the employer shall be returned by the employee upon completion of the job.

Wage Order, ¶9(C). Defendant ABM's practice of taking uniform deductions from Plaintiffs and members of the Class's paychecks violates California Labor Code § 403, 404, and 405. Plaintiffs are informed and believe and based thereon allege that Defendant ABM commingled the earned but unpaid wages of Plaintiffs and the Class with other funds of ABM in violation of Labor Code § 405. ABM failed and refused to pay interest to workers on the return of such deposits.

65. Reserved.

SECOND CLAIM FOR RELIEF

Failure to Provide Adequate Pay Stubs

In Violation of California Labor Code § 226

(Claim by Plaintiffs and the Wage Statement Subclass and against Defendant ABM)

66. Plaintiffs repeat and re-allege the preceding paragraphs as if fully set forth herein.

67. The California Labor Code requires employers to furnish each employee with an itemized statement on a semi-monthly basis or with each paycheck showing the gross wages earned, net wages earned, and all applicable deductions. See Cal. Lab. Code § 226(a).

68. Defendant failed to timely provide Plaintiffs and Wage Statement Subclass Members with wage statements conforming to the requirements of section 226(a) of the California Labor Code. Despite the requirements of the statute, Defendant did not provide accurate information to Plaintiffs and/or Wage Statement Subclass Members

1 regarding the wage rates, inclusive dates of the pay period and hours worked. It is not
 2 possible for Plaintiffs and/or Wage Statement Subclass Members “from the wage
 3 statement alone” to ascertain information required to be provided on the itemized wage
 4 statements pursuant to section 226(a). ABM’s failure to provide the correct information
 5 on these wage statements has caused confusion by making it impossible for Plaintiffs and
 6 Wage Statement Subclass Members to determine whether or not they have been paid
 7 correctly. In addition, although ABM was a temporary services employer during the time
 8 period relevant to this complaint, ABM failed to comply with the requirements of Cal.
 9 Lab. Code § 226(a)(9) and provide “the rate of pay and the total hours worked for each
 10 temporary services assignment.” Cal. Lab. Code § 226(a)(9).

11 69. Plaintiffs and Wage Statement Subclass Members were injured by
 12 Defendant’s failure to maintain and provide adequate payroll records, and they are
 13 therefore entitled to seek the amounts set forth in Labor Code section 226(e), including
 14 reasonable attorney’s fees and costs of suit.

15 ***THIRD CLAIM FOR RELIEF***

16 *Failure to Pay Minimum Wage, Cal. Lab. Code § 1194 (Claim by all Plaintiffs Rodriguez*
 17 *and Sheehan and the Training Subclass against Defendant ABM)*

18 70. Plaintiffs Rodriguez and Sheehan repeat and re-allege the preceding
 19 paragraphs as if fully set forth herein.

20 71. Within the four years before the filing of this action, Defendant employed
 21 Plaintiffs Rodriguez and Sheehan and members of the Training Subclass.

22 72. Section 1197 of the Labor Code states:

23 The minimum wage for employees fixed by the commission or by any
 24 applicable state or local law, is the minimum wage to be paid to employees,
 25 and the payment of a lower wage than the minimum so fixed is unlawful.

26 This section does not change the applicability of local minimum wage laws
 27 to any entity.

28 Labor Code § 1197.

73. Defendant, by failing to pay Plaintiffs Rodriguez and Sheehan and Subclass Members, at least the minimum wage and/or overtime compensation for all of their hours worked, as required by and in violation of sections 510, 1194 and 1197 of the California Labor Code.

74. Reserved.

75. Reserved.

76. Plaintiffs and Subclass members are accordingly entitled to the payment of any back wages, liquidated damages, and the payment of liquidated damages, penalties and civil penalties to each employee whose rights were violated for each day that the violation occurred or continued and reasonable attorney's fees and costs.

FOURTH CLAIM FOR RELIEF

Failure to Pay Minimum Wage,

Fair Labor Standards Act, 29 U.S.C. § 216(b))

*(On Behalf of Plaintiffs Rodriguez and Sheehan and Collective Action Members
Against Defendant)*

77. Plaintiffs Rodriguez and Sheehan replead, reallege, and incorporate by reference each and every allegation set forth in the Complaint.

78. Defendant intentionally and improperly failed to pay Plaintiffs Rodriguez and Sheehan and Collective Action Members minimum wage compensation to which they are entitled. The FLSA, 29 U.S.C. § 207 provides, in relevant part:

[N]o employer shall employ any of his employees who in any workweek is engaged in commerce or in the production of goods for commerce, or is employed in an enterprise engaged in commerce or in the production of goods for commerce, for a workweek longer than forty hours unless such employee receives compensation for his employment in excess of the hours above specified at a rate not less than one and one-half times the regular rate at which he is employed.

29 U.S.C. § 207(a)(1).

79. During their employment with Defendant, Plaintiffs Rodriguez and Sheehan and Collective Action Members were not paid for all of their time worked.

80. Accordingly, Plaintiffs and Collective Action Members request payment of minimum wage according to proof, liquidated damages, attorney's fees, and costs pursuant to 29 U.S.C. § 216(b).

FIFTH CLAIM FOR RELIEF

Continuing Wages, California Labor Code § 203

(Claim by Plaintiffs and the Former Employee Subclass and against Defendant ABM)

81. Plaintiffs repeat and re-allege the preceding paragraphs as if fully set forth herein.

82. Section 203 of the Labor Code states that, “[i]f an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201. . . [or] 202, . . . any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days.” Cal. Lab. Code § 203(a). By failing to pay minimum and overtime wages and vacation wages as alleged above, as well as by unlawfully deducting deposits from the paychecks of Class Members and failing to pay wages for missed meal breaks and/or rest periods, Defendant has willfully failed to pay all wages due and owing to those Class Members who are no longer employed by Defendant.

83. Plaintiffs and Former Employee Subclass Members are therefore entitled to seek the amounts set forth in Labor Code section 203(e).

SIXTH CLAIM FOR RELIEF

Failure to Provide Meal Periods, California Labor Code sections 226.7 and 512 and IWC Wage Order

(Claim by Plaintiffs Rodriguez and Sheehan and the Class and against Defendant ABM)

84. Plaintiffs Rodriguez and Sheehan replead, reallege, and incorporate by reference each and every allegation set forth in the Complaint.

85. At all times herein relevant, sections 226.7 and 512 of the California Labor Code provided that employees must receive meal periods of not less than thirty minutes if an employee works for a period of more than five hours and a second thirty-minute meal period if an employee works for a period more than ten hours in a workday. Plaintiffs Rodriguez and Sheehan, as a Supervisor and Lead, respectively, and the Meal Break Class of Supervisors and Leads consistently worked more than 4 hour shifts. However, they were required to keep their radios or walkie talkies on their persons, turned on and audible at all times, including during their meal breaks.

86. Because Defendant failed to properly provide the proper meal periods, it is liable to Plaintiffs Rodriguez and Sheehan and the Class for one hour of additional pay at the regular rate of compensation for each workday that the proper meal periods were not provided, pursuant to Labor Code section 226.7. Plaintiffs Rodriguez and Sheehan also request relief as described below.

SEVENTH CAUSE OF ACTION

Failure to Provide A Proper Rest Break Policy in Violation of California Labor Code § 226.7 and Wage Order.

(Claim by Plaintiff Rodriguez and Sheehan and the Class and against Defendant ABM)

87. Plaintiffs Rodriguez and Sheehan reallege and incorporate herein by reference the allegations contained in this Complaint as though fully set forth herein.

88. Labor Code Section 226.7 and the relevant Wage Orders require an employer to pay an additional hour of compensation for each rest period the employer fails to provide a compliant rest period. Employees are entitled to a rest period of ten minutes for every four hours worked or major fraction thereof.

89. Plaintiff Rodriguez and Sheehan, as a Supervisor and Lead, respectively, and the Rest Break Class of Supervisors and Leads consistently worked more than 4 hour shifts. However, they were required to keep their radios or walkie talkies on their persons, turned on and audible at all times, including during their rest breaks.

90. Pursuant to Labor Code section 226.7 and Wage Order 4, 9, or 11, Plaintiff and the Rest Break Class are entitled to damages in an amount equal to one hour of wages per missed rest period, in an amount to be proven at trial.

91. Reserved.

92. Reserved.

93. Reserved.

NINTH CLAIM FOR RELIEF

Violation of California Business and Professions Code § 17200 et seq.

(Claim by Plaintiffs and the Class and against Defendant ABM)

94. Plaintiffs repeat and re-allege the preceding paragraphs as if fully set forth herein.

95. California Business and Professions Code section 17200 *et seq.* prohibits acts of unfair competition, including any “unlawful, unfair, or fraudulent business act or practice.” Cal. Bus. & Prof. Code § 17200. Plaintiffs allege that ABM has engaged in unfair business practices in California by the above-described failure to pay minimum and overtime wages to employees, failure to maintain accurate payroll records, failure to provide adequate paystubs, failure to pay final wages and vacation wages to quitting and/or discharged employees and through its unlawful deductions from employee paychecks and failure to keep those funds in a segregated, interest-bearing account, and failure to provide proper meal periods.

96. ABM’s actions entitle Plaintiffs and Class Members to seek the remedies available pursuant to section 17200 *et seq.* Plaintiffs seek full restitution of said amounts from ABM, as necessary and according to proof, to restore any and all amounts—including interest—withheld, acquired, or converted by ABM by means of the unfair practices complained of herein. Plaintiffs, on behalf of themselves and other similarly situated employees, as well as on behalf of the general public, further seek attorney’s fees and costs pursuant to sections 218.5 of the California Labor Code and 1021.5 of the California Code of Civil Procedure. In addition, Plaintiffs seek the appointment of a

1 receiver as necessary.

2 ***TENTH CLAIM FOR RELIEF***

3 *Civil Penalties Pursuant to California Labor Code § 2698 et seq.*

4 *(Claim by Plaintiffs and Aggrieved Employees and against Defendant ABM)*

5 97. Plaintiffs repeats and re-alleges the preceding paragraphs as if fully set forth
6 herein.

7 98. Plaintiffs are “aggrieved employees” under PAGA, as they were employed
8 by Defendant during the applicable statutory period and suffered one or more of the
9 Labor Code Violation set forth herein. Accordingly, they seek to recover on behalf of
10 themselves, the California Labor and Workforce Development Agency (“LWDA”) and
11 all other current and former Aggrieved Employees of Defendant, the civil penalties for
12 which provision is made by PAGA, as well as reasonable attorney’s fees and costs.

13 99. Pursuant to section 2699.3(a)(1) of the Labor Code, on or about August 28,
14 2018, Plaintiff Artiga gave written notice by online filing to the LWDA of the specific
15 provisions of the Labor Code and Los Angeles Minimum Wage Ordinance alleged to
16 have been violated, including the theories set forth in this Complaint. Also on that day,
17 Plaintiff Artiga gave written notice by certified mail to Defendant of the specific
18 provisions of the Labor Code and Minimum Wage Ordinances alleged to have been
19 violated by Defendant. Pursuant to section 2699.3(a)(1) of the Labor Code, on or about
20 October 12, 2019, Plaintiffs Rodriguez and Sheehan gave written notice by online filing
21 to the LWDA of the specific provisions of the Labor Code and Minimum Wage
22 Ordinances alleged to have been violated, including the theories set forth in this
23 Complaint. Also on that day, Plaintiffs Rodriguez and Sheehan gave written notice by
24 certified mail to Defendant of the specific provisions of the Labor Code and Minimum
25 Wage Ordinances alleged to have been violated by Defendant.

26 100. Under PAGA, “[t]he agency shall notify the employer and the aggrieved
27 employee or representative by certified mail that it does not intend to investigate the
28 alleged violation within 60 calendar days of the postmark date of the notice received

pursuant to paragraph (1). Upon receipt of that notice or if no notice is provided within 65 calendar days of the postmark date of the notice given pursuant to paragraph (1), the aggrieved employee may commence a civil action pursuant to Section 2699.” Cal. Lab. Code § 2699.3(a)(2)(A). More than 65 calendar days have passed since PAGA notice was sent by Plaintiffs Artiga, Rodriguez and Sheehan, and Plaintiffs therefore may commence a civil action pursuant to Section 2699.

101. Plaintiffs seek to recover the PAGA civil penalties through a representative action permitted by PAGA and the California Supreme Court in Arias v. Superior Court, 46 Cal. 4th 969 (2009). Therefore, class certification of the PAGA claims is not required.

102. Plaintiffs seek civil penalties pursuant to PAGA for violations of the following Labor Code provisions: sections 201, 202, 203, 204, 226, 226.7, 403, 404, 405, 406, 510, 512, and 1194.

103. Plaintiffs also specifically seeks civil penalties pursuant to PAGA for violations of California Labor Code section 221. Said section prohibits Defendant ABM from collecting any part of wages paid by the employer to the employee. Notwithstanding the requirements of Labor Code § 221, Defendant ABM deducted amounts from Plaintiffs and Aggrieved Employees for the maintenance of their uniforms. Plaintiffs are informed and believe, and thereon allege that the deductions made by Defendant ABM are an unlawful attempt at passing on business loses and/or expenses to employees and constitutes an unlawful collection of wages previously paid in violation of Labor Code § 221. Plaintiffs and Aggrieved Employees are entitled to the recovery of all improper deductions and civil penalties pursuant to Labor Code § 225.5.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for judgment as follows:

1. That the Court certify the class and subclasses described in this Complaint.
2. Reserved.
3. With respect to the second claim for relief, that the Court enter judgment in favor of Plaintiffs and the Wage Statement Subclass for pay-stub damages, reasonable

1 attorney's fees, and costs of suit, all according to proof, against Defendant ABM .

2 4. With respect to the third claim for relief, that the Court enter judgment in
3 favor of Plaintiffs Rodriguez and Sheehan, the Training Subclass for back wages and
4 penalties to each employee whose rights were violated for each day that the violation
5 occurred or continued, civil penalties, attorney's fees and costs, all according to proof,
6 against Defendant ABM.

7 5. With respect to the fourth claim for relief, Plaintiffs Rodriguez and Sheehan
8 and Collective Action Members be awarded their unpaid minimum wage compensation,
9 liquidated damages, and attorneys' fees and costs, according to proof, pursuant to 29
10 U.S.C. § 216(b), against Defendant ABM.

11 6. With respect to the fifth claim for relief, that this Court enter judgment in
12 favor of Plaintiffs and the 203 Subclass for payment of their continuing wages pursuant
13 to California Labor Code section 203.

14 7. With respect to the sixth claim for relief, Plaintiffs Rodriguez and Sheehan
15 and the Meal Break Class be awarded an additional hour of pay for each workday for
16 which they acted as either a Lead or Supervisor and a proper meal period was not, due to
17 the requirement that the phone be responded to at all times, properly provided, or during
18 which they experienced truncated or tardy meal breaks or failed to be provided a second
19 meal break after ten hours of work, reasonable attorneys' fees, and costs of suit, each
20 according to proof, pursuant to California Labor Code section 226.7, against Defendant
21 ABM.

22 8. With respect to the seventh claim for relief, Plaintiffs Rodriguez and
23 Sheehan and the Rest Break Class be awarded an additional hour of pay for each
24 workday for which they acted as either a Lead or Supervisor and a proper rest period was
25 not, due to the requirement that the phone or walkie-talkie be responded to at all times,
26 properly provided, reasonable attorneys' fees, and costs of suit, each according to proof,
27 pursuant to California Labor Code section 226.7, against Defendant ABM.

28 9. Reserved.

10. With respect to the ninth claim for relief, that it be adjudged that ABM's violations of the California Labor Code, the FLSA and Minimum Wage Ordinances constitute violations of section 17200 *et seq.* of the California Business and Professions Code. Accordingly, Plaintiffs request that the Court order Defendant to pay restitution to Members of the Class in the form of the compensation retained by ABM for the period of time from four years prior to the filing of the original Complaint to date. Plaintiffs request that the Court award Plaintiffs their reasonable attorney's fees and costs incurred in the prosecution of this claim for relief, against Defendant ABM.

11. With respect to the tenth claim for relief, that the Court enter judgment in favor of Plaintiffs and other aggrieved former and current employees their civil penalties, attorney's fees, and costs of suit, all according to proof, pursuant to section 2699 of the Labor Code, against Defendant ABM.

12. For such further relief as the Court may order, including reasonable attorney's fees, costs of suit, and interest pursuant to sections 218.5 and 218.6 of the California Labor Code, as well as section 1021.5 of the California Code of Civil Procedure.

DATED: July 7, 2020

HARRIS & RUBLE

/s/ Alan Harris

Alan Harris

Attorneys for Plaintiffs

REQUEST FOR JURY TRIAL

Plaintiffs request a trial by jury as to all claims for relief.

DATED: July 7, 2020

HARRIS & RUBLE

/s/ Alan Harris

Alan Harris

Attorneys for Plaintiffs

INDEX TO EXHIBITS

Exhibit 1 – Plaintiff Artiga Wage Statements

Exhibit 2 – Plaintiff Rodriguez Wage Statements

Exhibit 3 – Plaintiff Sheehan Wage Statements

Exhibit 4 – FLSA Consent Forms for Plaintiffs Artiga, Rodriguez and Sheehan

Exhibit 1

ABM Industry Groups, LLC

14141 Southwest Frwy, Suite 425

Sugar Land, TX 77478

Tel: 713-776-5100

ISABEL ARTIGA	Company	00305	Begin Date	07/01/18	Check #	21200141	Vacation Bal	
EE # 7015274	Bus Unit	22424203	End Date	07/15/18	Check Date	07/13/18	Sick Bal	14.80
SSN XXX-XX-XXXX	Gross Wages	540.00	Taxable YTD	17,319.61	Net Pay	489.29	BIN	07243124
EARNINGS				DEDUCTIONS				
Pay Description	Hours	Rate	Amount	YTD Amount	Description	Current	YTD	
REGULAR	32.00	13.50	432.00	12,286.29	Federal Income Tax	4.00	1,028.44	
PPD ADJ R				806.40	Federal FICA Withheld	33.48	1,073.82	
PPD ADJ D				392.00	Federal Medicare Withheld	7.83	251.13	
OVERTIME				470.30	CALIFORNIA WH		145.17	
HOLIDAY P	8.00	13.50	108.00	108.00	CALIFORNIA SDI EE	5.40	173.20	
HOL NOT W				343.00	Union Dues		180.00	
MEAL BR P				12.25	DUES ARREARS		24.50	
SICK PAY				392.00	EMP DEP \$		-250.00	
VAC ACC (				1,039.37				
VAC ACC-S				1,470.00				
	40.00		540.00			50.71	2,626.26	

DETACH BEFORE DEPOSITING

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Los Angeles CA

70-2328/719 IL

CHECK NO. 21200141

DATE 7/13/2018

VOID AFTER 180 DAYS

*****\$489.29

Four hundred eighty nine and 29/100 Dollars

TO
THE
ORDER
OF

ISABEL ARTIGA

COUNTER SIGNATURE REQUIRED
IF AMOUNT IN EXCESS OF \$10,000.00

⑈ 21200141⑈ ⑆071923284⑆ 8765917625⑈

00305 22424203 00305- 22424203-8385-22424203

ABM Industry Groups, LLC
14141 Southwest Frwy, Suite 425
Sugar Land, TX 77478
Tel: 713-776-5100

ISABEL ARTIGA

ABM Industry Groups, LLC

14141 Southwest Frwy, Suite 425

Sugar Land, TX 77478

Tel: 713-776-5100

ISABEL ARTIGA		Company 00305		Begin Date 07/01/18	Check # 21200140	Vacation Bal	
EE #	7015274	Bus Unit	22424203	End Date 07/15/18	Check Date 07/13/18	Sick Bal	14.80
SSN	XXX-XX-XXXX	Gross Wages		Taxable YTD	Net Pay 250.00	BITN	
EARNINGS				DEDUCTIONS			
Pay Description	Hours	Rate	Amount	YTD Amount	Description	Current	YTD
REGULAR		13.50		12,286.29	Federal Income Tax		971.65
PPD ADJ R				806.40	Federal FICA Withheld		1,009.37
PPD ADJ D				392.00	Federal Medicare Withheld		236.06
OVERTIME				470.30	CALIFORNIA WH		139.29
HOLIDAY P				108.00	CALIFORNIA SDI EE		162.81
HOL NOT W				343.00	Union Dues		210.00
MEAL BR P				12.25	DUES ARREARS		36.75
SICK PAY				392.00	EMP DEP \$	-250.00	-250.00
VAC ACC-S				1,470.00			
						250.00-	2,515.93

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Los Angeles CA

70-2328/719 IL

CHECK NO. 21200140

DATE 7/13/2018

VOID AFTER 180 DAYS

*****\$250.00

Two hundred fifty and 00/100 Dollars

TO
THE
ORDER
OF

ISABEL ARTIGA



COUNTER SIGNATURE REQUIRED
IF AMOUNT IN EXCESS OF \$10,000.00

⑈ 21200140 ⑆ ⑆ 071923284 ⑆ 8765917625 ⑆

00305 22424203 00305- 22424203-8385-22424203

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Tel: 713-776-5100

ISABEL ARTIGA

ABM Industry Groups, LLC

14141 Southwest Frwy, Suite 425

Sugar Land, TX 77478

Tel: 713-776-5100

ISABEL ARTIGA		Company	00305	Begin Date	07/01/18	Check #	21200142	Vacation Bal	
EE #	7015274	Bus Unit	22424203	End Date	07/15/18	Check Date	07/13/18	Sick Bal	17.37
SSN	XXX-XX-XXXX	Gross Wages	1,039.37	Taxable YTD	17,319.61	Net Pay	886.79	BIN	07243124
EARNINGS					DEDUCTIONS				
Pay Description	Hours	Rate	Amount	YTD Amount	Description	Current	YTD		
REGULAR				12,286.29	Federal Income Tax	56.79	1,028.44		
PPD ADJ R				806.40	Federal FICA Withheld	64.45	1,073.82		
PPD ADJ D				392.00	Federal Medicare Withheld	15.07	251.13		
OVERTIME				470.30	CALIFORNIA WH	5.88	145.17		
HOLIDAY P				108.00	CALIFORNIA SDI EE	10.39	173.20		
HOL NOT W				343.00	Union Dues		210.00		
MEAL BR P				12.25	DUES ARREARS		36.75		
SICK PAY				392.00	EMP DEP \$		-250.00		
VAC ACC (	76.99	13.50	1,039.37	1,039.37					
VAC ACC-S				1,470.00					
	76.99		1,039.37			152.58	2,668.51		

DETACH BEFORE DEPOSITING

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or at 850 N. Broadway
Los Angeles CA

70-2328/719 IL

CHECK NO. 21200142

DATE 7/13/2018

VOID AFTER 180 DAYS

*****\$886.79

Eight hundred eighty six and 79/100 Dollars

TO
THE
ORDER
OF

ISABEL ARTIGA



COUNTER SIGNATURE REQUIRED
IF AMOUNT IN EXCESS OF \$10,000.00

⑈ 21200142 ⑈ ⑈ 071923284⑈ 8765917625⑈

00305 22424203 00305- 22424203-8385-22424203

ABM Industry Groups, LLC
14141 Southwest Frwy, Suite 425
Sugar Land, TX 77478
Tel: 713-776-5100

ISABEL ARTIGA

ABM Industry Groups, LLC

14141 Southwest Frwy, Suite 425

Sugar Land, TX 77478

Tel: 713-776-5100

ISABEL ARTIGA

EE #

7015274

Company

00305

Begin Date

07/01/18

Check #

329203

Vacation Bal

SSN

XXX-XX-XXXX

Bus Unit

22424203

End Date

07/15/18

Check Date

07/20/18

Sick Bal

18.97

Gross Wages

608.31

Taxable YTD

17,925.92

Net Pay

500.98

IIN

07243124

EARNINGS					DEDUCTIONS		
Pay Description	Hours	Rate	Amount	YTD Amount	Description	Current	YTD
REGULAR	40.00	12.60	504.00	12,790.29	Federal Income Tax	10.83	1,038.07
PPD ADJ R				806.40	Federal FICA Withheld	37.58	1,111.41
PPD ADJ D				392.00	Federal Medicare Withheld	8.80	259.93
OVERTIME	0.08	18.90	1.51	471.81	CALIFORNIA WH		145.17
HOLIDAY P	8.00	12.60	100.80	206.80	CALIFORNIA SDI EE	6.06	179.28
HOL NOT W				343.00	Union Dues	30.00	210.00
MEAL BR P				12.25	DUES ARREARS	12.25	36.75
SICK PAY				392.00	EMP DEP \$		-250.00
VAC ACC (				1,039.37			
VAC ACC-S				1,470.00			
Total	48.08		606.31			105.33	2,731.59

DETACH BEFORE DEPOSITING

Bank No.	Name of Bank / Saving & Loan	Account Number	Amount

DEPOSITED FOR:

ISABEL ARTIGA

ABM Industry Groups, LLC
 14141 Southwest Frwy, Suite 425
 Sugar Land, TX 77478
 Tel: 713-776-5100

STL MT - 332
 NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE
 EXHIBIT H

Exhibit 2



GABRIEL RODRIGUEZ

ABM INDUSTRY GROUPS, LLC
 • 14141 SOUTHWEST FRWY, SUITE 425 •
 SUGARLAND, TX 77478
 (323) 234-2001
 BIN: 07243124

Statement of Earnings and Deductions

Name	SSN	Employee ID	Company	Bus Unit
GABRIEL RODRIGUEZ	XXX-XX-XXXX	11003707	00451	32327747
Check Number	Pay Period Start	Pay Period End	Check Date	Net Pay
332400	7/16/2019	7/31/2019	8/7/2019	1,029.22

Earnings

Description	Hours	Rate	Current Amount	YTD Amount
REGULAR	88.00	12.50000	1,100.00	10,215.28
RETRO PAY				57.20
RETRO OT				0.56
PPD ADJ R				29.99
OVERTIME	10.47	18.75000	196.32	292.54
HOL NOT W				222.00
MEAL BR P				25.00
SICK PAY				100.00
Total:	98.47		1,296.32	
Taxable YTD:				10,942.57

Deductions

Description	Current Amount	YTD Amount
Federal Income Tax	128.48	891.60
Federal FICA Withheld	80.37	678.44
Federal Medicare Withheld	18.80	158.67
CALIFORNIA WH	26.49	106.42
CALIFORNIA SDI EE	12.96	109.43
EMPL RECV		-573.26
Total:	267.10	1,371.30

Accruals

Description	Taken	Available
SICK BAL	8.00	29.54

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GABRIEL RODRIGUEZ

ABM INDUSTRY GROUPS, LLC
 • 14141 SOUTHWEST FRWY, SUITE 425 •
 SUGARLAND, TX 77478
 (323) 234-2001
 BIN: 07243124

Statement of Earnings and Deductions

Name	SSN	Employee ID	Company	Bus Unit
GABRIEL RODRIGUEZ	XXX-XX-■■■■	11003707	00451	32327747
Check Number	Pay Period Start	Pay Period End	Check Date	Net Pay
329483	7/1/2019	7/15/2019	7/22/2019	1,223.07

Earnings

Description	Hours	Rate	Current Amount	YTD Amount
REGULAR	83.98	16.00000	1,343.68	9,115.28
RETRO PAY				57.20
RETRO OT				0.56
PPD ADJ R				29.99
OVERTIME	3.52	24.00000	84.48	96.22
HOL NOT W	8.00	16.00000	128.00	222.00
MEAL BR P				25.00
SICK PAY				100.00
Total:	95.50		1,556.16	
Taxable YTD:				9,646.25

Deductions

Description	Current Amount	YTD Amount
Federal Income Tax	159.66	763.12
Federal FICA Withheld	96.48	598.07
Federal Medicare Withheld	22.56	139.87
CALIFORNIA WH	38.82	79.93
CALIFORNIA SDI EE	15.57	96.47
EMPL RECV		-573.26
Total:	333.09	1,104.20

Accruals

Description	Taken	Available
SICK BAL	8.00	26.60

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 • 14141 SOUTHWEST FRWY, SUITE 425 •
 SUGARLAND, TX 77478
 (323) 234-2001
 BIN: 07243124

Statement of Earnings and Deductions

Name	SSN	Employee ID	Company	Bus Unit
GABRIEL RODRIGUEZ	XXX-XX-████	11003707	00451	32327747
Check Number	Pay Period Start	Pay Period End	Check Date	Net Pay
326630	6/16/2019	6/30/2019	7/5/2019	310.63

Earnings

Description	Hours	Rate	Current Amount	YTD Amount
REGULAR	28.99	12.50000	362.38	7,771.60
RETRO PAY				57.20
RETRO OT				0.56
PPD ADJ R				29.99
OVERTIME				11.74
HOL NOT W				94.00
MEAL BR P				25.00
SICK PAY				100.00
Total:	28.99		362.38	
Taxable YTD:				8,090.09

Deductions

Description	Current Amount	YTD Amount
Federal Income Tax	20.40	603.46
Federal FICA Withheld	22.47	501.59
Federal Medicare Withheld	5.26	117.31
CALIFORNIA WH		41.11
CALIFORNIA SDI EE	3.62	80.90
EMPL RECV		-573.26
Total:	51.75	771.11

Accruals

Description	Taken	Available
SICK BAL	8.00	23.53

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GABRIEL RODRIGUEZ

ABM INDUSTRY GROUPS, LLC
 • 14141 SOUTHWEST FRWY, SUITE 425 •
 SUGARLAND, TX 77478
 (323) 234-2001
 BIN: 07243124

Statement of Earnings and Deductions

Name	SSN	Employee ID	Company	Bus Unit
GABRIEL RODRIGUEZ	XXX-XX-████	11003707	00451	32327747
Check Number	Pay Period Start	Pay Period End	Check Date	Net Pay
54233	6/1/2019	6/15/2019	6/14/2019	91.35

Earnings

Description	Hours	Rate	Current Amount	YTD Amount
REGULAR				6,809.22
RETRO PAY				57.20
RETRO OT				0.56
PPD ADJ R				29.99
OVERTIME				11.74
HOL NOT W				94.00
MEAL BR P				25.00
SICK PAY	8.00	12.50000	100.00	100.00
Total:	8.00		100.00	
Taxable YTD:				7,127.71

Deductions

Description	Current Amount	YTD Amount
Federal Income Tax		538.14
Federal FICA Withheld	6.20	441.92
Federal Medicare Withheld	1.45	103.35
CALIFORNIA WH		41.11
CALIFORNIA SDI EE	1.00	71.28
EMPL RECV		-573.26
Total:	8.65	622.54

Accruals

Description	Taken	Available
SICK BAL	8.00	20.96

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ABM INDUSTRY GROUPS, LLC
 • 14141 SOUTHWEST FRWY, SUITE 425 •
 SUGARLAND, TX 77478
 (323) 234-2001
 BIN: 07243124

Statement of Earnings and Deductions

Name	SSN	Employee ID	Company	Bus Unit
GABRIEL RODRIGUEZ	XXX-XX-████	11003707	00451	32327747
Check Number	Pay Period Start	Pay Period End	Check Date	Net Pay
320770	5/16/2019	5/31/2019	6/7/2019	483.79

Earnings

Description	Hours	Rate	Current Amount	YTD Amount
REGULAR	46.03	12.50000	575.38	6,809.22
RETRO PAY				57.20
RETRO OT				0.56
PPD ADJ R				29.99
OVERTIME	0.01	18.75000	0.19	11.74
HOL NOT W				94.00
MEAL BR P				25.00
Total:	46.04		575.57	
Taxable YTD:				7,027.71

Deductions

Description	Current Amount	YTD Amount
Federal Income Tax	41.99	538.14
Federal FICA Withheld	35.69	435.72
Federal Medicare Withheld	8.34	101.90
CALIFORNIA WH		41.11
CALIFORNIA SDI EE	5.76	70.28
EMPL RECV		-573.26
Total:	91.78	613.89

Accruals

Description	Taken	Available
SICK BAL		28.69

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 SUGARLAND, TX 77478
 (323) 234-2001
 BIN: 07243124

Statement of Earnings and Deductions

Name	SSN	Employee ID	Company	Bus Unit
GABRIEL RODRIGUEZ	XXX-XX-████	11003707	00451	32327747
Check Number	Pay Period Start	Pay Period End	Check Date	Net Pay
317814	5/1/2019	5/15/2019	5/22/2019	422.73

Earnings

Description	Hours	Rate	Current Amount	YTD Amount
REGULAR	39.97	12.50000	499.63	6,233.84
RETRO PAY				57.20
RETRO OT				0.56
PPD ADJ R				29.99
OVERTIME	0.03	18.75000	0.56	11.55
HOL NOT W				94.00
MEAL BR P				25.00
Total:	40.00		500.19	
Taxable YTD:				6,452.14

Deductions

Description	Current Amount	YTD Amount
Federal Income Tax	34.19	496.15
Federal FICA Withheld	31.01	400.03
Federal Medicare Withheld	7.26	93.56
CALIFORNIA WH		41.11
CALIFORNIA SDI EE	5.00	64.52
EMPL RECV		-573.26
Total:	77.46	522.11

Accruals

Description	Taken	Available
SICK BAL		27.15

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 SUGARLAND, TX 77478
 (323) 234-2001
 BIN: 07243124

Statement of Earnings and Deductions

Name	SSN	Employee ID	Company	Bus Unit
GABRIEL RODRIGUEZ	XXX-XX-████	11003707	00451	32327747
Check Number	Pay Period Start	Pay Period End	Check Date	Net Pay
314886	4/16/2019	4/30/2019	5/7/2019	503.00

Earnings

Description	Hours	Rate	Current Amount	YTD Amount
REGULAR	47.98	12.50000	599.75	5,734.21
RETRO PAY				57.20
RETRO OT				0.56
PPD ADJ R				29.99
OVERTIME				10.99
HOL NOT W				94.00
MEAL BR P				25.00
Total:	47.98		599.75	
Taxable YTD:				5,951.95

Deductions

Description	Current Amount	YTD Amount
Federal Income Tax	44.89	461.96
Federal FICA Withheld	37.18	369.02
Federal Medicare Withheld	8.68	86.30
CALIFORNIA WH		41.11
CALIFORNIA SDI EE	6.00	59.52
EMPL RECV		-573.26
Total:	96.75	444.65

Accruals

Description	Taken	Available
SICK BAL		25.82

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GABRIEL RODRIGUEZ

ABM INDUSTRY GROUPS, LLC
· 14141 SOUTHWEST FRWY, SUITE 425 ·
SUGARLAND, TX 77478
(323) 234-2001
BIN: 07243124

Statement of Earnings and Deductions

Name	SSN	Employee ID	Company	Bus Unit
GABRIEL RODRIGUEZ	XXX-XX-████	11003707	00451	32327747
Check Number	Pay Period Start	Pay Period End	Check Date	Net Pay
11480	4/1/2019	4/15/2019	4/26/2019	-2,019.17

Earnings

Description	Hours	Rate	Current Amount	YTD Amount
REGULAR				5,134.46
RETRO PAY	8.00	0.25000	2.00	2,877.78
RETRO PAY	-55.96	0.50000	-27.98	-27.98
RETRO PAY	-38.96	0.75000	-29.22	-29.22
RETRO PAY	-221.07	12.50000	-2,763.38	-2,763.38
RETRO OT	-0.50	1.12500	-0.56	1.31
RETRO OT	-0.04	18.75000	-0.75	-0.75
PPD ADJ R				29.99
OVERTIME				10.99
HOL NOT W				94.00
MEAL BR P				25.00
Total:	-308.53		-2,819.89	
Taxable YTD:				

Deductions

Description	Current Amount	YTD Amount
Federal Income Tax	-412.98	417.07
Federal FICA Withheld	-174.83	331.84
Federal Medicare Withheld	-40.88	77.62
CALIFORNIA WH	-143.83	41.11
CALIFORNIA SDI EE	-28.20	53.52
EMPL RECV		-573.26
Total:	-800.72	347.90

Accruals

Description	Taken	Available
SICK BAL		24.22

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GABRIEL RODRIGUEZ

ABM INDUSTRY GROUPS, LLC
 • 14141 SOUTHWEST FRWY, SUITE 425 •
 SUGARLAND, TX 77478
 (323) 234-2001
 BIN: 07243124

Statement of Earnings and Deductions

Name	SSN	Employee ID	Company	Bus Unit
GABRIEL RODRIGUEZ	XXX-XX-████	11003707	00451	32327747
Check Number	Pay Period Start	Pay Period End	Check Date	Net Pay
312009	4/1/2019	4/15/2019	4/22/2019	442.91

Earnings

Description	Hours	Rate	Current Amount	YTD Amount
REGULAR	42.00	12.50000	525.00	5,134.46
RETRO PAY				2,820.58
RETRO OT				1.31
PPD ADJ R				29.99
OVERTIME				10.99
HOL NOT W				94.00
MEAL BR P				25.00
Total:	42.00		525.00	
Taxable YTD:				8,116.33

Deductions

Description	Current Amount	YTD Amount
Federal Income Tax	36.67	830.05
Federal FICA Withheld	32.55	503.21
Federal Medicare Withheld	7.62	117.69
CALIFORNIA WH		184.94
CALIFORNIA SDI EE	5.25	81.16
EMPL RECV		-573.26
Total:	82.09	1,143.79

Accruals

Description	Taken	Available
SICK BAL		24.22

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 SUGARLAND, TX 77478
 (323) 234-2001
 BIN: 07243124

Statement of Earnings and Deductions

Name	SSN	Employee ID	Company	Bus Unit
GABRIEL RODRIGUEZ	XXX-XX-████	11003707	00451	32327747
Check Number	Pay Period Start	Pay Period End	Check Date	Net Pay
52506	4/1/2019	4/15/2019	4/22/2019	50.93

Earnings

Description	Hours	Rate	Current Amount	YTD Amount
REGULAR				5,134.46
RETRO PAY	-8.00	0.25000	-2.00	2,818.58
RETRO PAY	55.96	0.50000	27.98	27.98
RETRO PAY	38.96	0.75000	29.22	29.22
RETRO OT	0.50	1.12500	0.56	1.87
PPD ADJ R				29.99
OVERTIME				10.99
HOL NOT W				94.00
MEAL BR P				25.00
Total:	87.42		55.76	
Taxable YTD:				8,172.09

Deductions

Description	Current Amount	YTD Amount
Federal Income Tax		830.05
Federal FICA Withheld	3.46	506.67
Federal Medicare Withheld	0.81	118.50
CALIFORNIA WH		184.94
CALIFORNIA SDI EE	0.56	81.72
EMPL RECV		-573.26
Total:	4.83	1,148.62

Accruals

Description	Taken	Available
SICK BAL		24.22

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 SUGARLAND, TX 77478
 (323) 234-2001
 BIN: 07243124

Statement of Earnings and Deductions

Name	SSN	Employee ID	Company	Bus Unit
GABRIEL RODRIGUEZ	XXX-XX-████	11003707	00451	32327747
Check Number	Pay Period Start	Pay Period End	Check Date	Net Pay
11480	4/1/2019	4/15/2019	4/8/2019	2,019.17

Earnings

Description	Hours	Rate	Current Amount	YTD Amount
REGULAR				4,609.46
RETRO PAY	-8.00	0.25000	-2.00	
RETRO PAY	55.96	0.50000	27.98	27.98
RETRO PAY	38.96	0.75000	29.22	29.22
RETRO PAY	221.07	12.50000	2,763.38	2,763.38
RETRO OT	0.50	1.12500	0.56	0.56
RETRO OT	0.04	18.75000	0.75	0.75
PPD ADJ R				29.99
OVERTIME				10.99
HOL NOT W				94.00
MEAL BR P				25.00
Total:	308.53		2,819.89	
Taxable YTD:				7,591.33

Deductions

Description	Current Amount	YTD Amount
Federal Income Tax	412.98	793.38
Federal FICA Withheld	174.83	470.66
Federal Medicare Withheld	40.88	110.07
CALIFORNIA WH	143.83	184.94
CALIFORNIA SDI EE	28.20	75.91
EMPL RECV		-573.26
Total:	800.72	1,061.70

Accruals

Description	Taken	Available
SICK BAL		22.82

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 • 14141 SOUTHWEST FRWY, SUITE 425 •
 SUGARLAND, TX 77478
 (323) 234-2001
 BIN: 07243124

Statement of Earnings and Deductions

Name	SSN	Employee ID	Company	Bus Unit
GABRIEL RODRIGUEZ	XXX-XX-XXXX	11003707	00451	32327747
Check Number	Pay Period Start	Pay Period End	Check Date	Net Pay
309102	3/16/2019	3/31/2019	4/5/2019	572.97

Earnings

Description	Hours	Rate	Current Amount	YTD Amount
REGULAR	53.75	12.50000	671.88	4,609.46
RETRO PAY				2.00
PPD ADJ R				29.99
OVERTIME	0.02	18.75000	0.38	10.99
HOL NOT W				94.00
MEAL BR P	2.00	12.50000	25.00	25.00
Total:	55.77		697.26	
Taxable YTD:				4,771.44

Deductions

Description	Current Amount	YTD Amount
Federal Income Tax	56.59	380.40
Federal FICA Withheld	43.23	295.83
Federal Medicare Withheld	10.11	69.19
CALIFORNIA WH	7.39	41.11
CALIFORNIA SDI EE	6.97	47.71
EMPL RECV		-573.26
Total:	124.29	260.98

Accruals

Description	Taken	Available
SICK BAL		22.82

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 SUGARLAND, TX 77478
 (323) 234-2001
 BIN: 07243124

Statement of Earnings and Deductions

Name	SSN	Employee ID	Company	Bus Unit
GABRIEL RODRIGUEZ	XXX-XX-XXXX	11003707	00451	32327747
Check Number	Pay Period Start	Pay Period End	Check Date	Net Pay
51709	3/16/2019	3/31/2019	3/25/2019	27.39

Earnings

Description	Hours	Rate	Current Amount	YTD Amount
REGULAR				3,937.58
RETRO PAY				2.00
PPD ADJ R			29.99	29.99
OVERTIME				10.61
HOL NOT W				94.00
Total:			29.99	
Taxable YTD:				4,074.18

Deductions

Description	Current Amount	YTD Amount
Federal Income Tax		323.81
Federal FICA Withheld	1.86	252.60
Federal Medicare Withheld	0.44	59.08
CALIFORNIA WH		33.72
CALIFORNIA SDI EE	0.30	40.74
EMPL RECV		-573.26
Total:	2.60	136.69

Accruals

Description	Taken	Available
SICK BAL		21.02

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 SUGARLAND, TX 77478
 (323) 234-2001
 BIN: 07243124

Statement of Earnings and Deductions

Name	SSN	Employee ID	Company	Bus Unit
GABRIEL RODRIGUEZ	XXX-XX-XXXX	11003707	00451	32327747
Check Number	Pay Period Start	Pay Period End	Check Date	Net Pay
306241	3/1/2019	3/15/2019	3/22/2019	474.75

Earnings

Description	Hours	Rate	Current Amount	YTD Amount
REGULAR	30.96	11.75000	363.79	3,737.58
REGULAR	16.00	12.50000	200.00	200.00
RETRO PAY				2.00
OVERTIME	0.02	18.75000	0.38	10.61
HOL NOT W				94.00
Total:	46.98		564.17	
Taxable YTD:				4,044.19

Deductions

Description	Current Amount	YTD Amount
Federal Income Tax	40.62	323.81
Federal FICA Withheld	34.98	250.74
Federal Medicare Withheld	8.18	58.64
CALIFORNIA WH		33.72
CALIFORNIA SDI EE	5.64	40.44
EMPL RECV		-573.26
Total:	89.42	134.09

Accruals

Description	Taken	Available
SICK BAL		21.02

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 • 14141 SOUTHWEST FRWY, SUITE 425 •
 SUGARLAND, TX 77478
 (323) 234-2001
 BIN: 07243124

Statement of Earnings and Deductions

Name	SSN	Employee ID	Company	Bus Unit
GABRIEL RODRIGUEZ	XXX-XX-XXXX	11003707	00451	32327747
Check Number	Pay Period Start	Pay Period End	Check Date	Net Pay
303441	2/16/2019	2/28/2019	3/7/2019	422.38

Earnings

Description	Hours	Rate	Current Amount	YTD Amount
REGULAR	39.98	12.50000	499.75	3,373.79
RETRO PAY				2.00
OVERTIME				10.23
HOL NOT W				94.00
Total:	39.98		499.75	
Taxable YTD:				3,480.02

Deductions

Description	Current Amount	YTD Amount
Federal Income Tax	34.14	283.19
Federal FICA Withheld	30.98	215.76
Federal Medicare Withheld	7.25	50.46
CALIFORNIA WH		33.72
CALIFORNIA SDI EE	5.00	34.80
EMPL RECV		-573.26
Total:	77.37	44.67

Accruals

Description	Taken	Available
SICK BAL		19.45

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GABRIEL RODRIGUEZ

ABM INDUSTRY GROUPS, LLC
 · 14141 SOUTHWEST FRWY, SUITE 425 ·
 SUGARLAND, TX 77478
 (323) 234-2001
 BIN: 07243124

Statement of Earnings and Deductions

Name	SSN	Employee ID	Company	Bus Unit
GABRIEL RODRIGUEZ	XXX-XX [REDACTED]	11003707	00451	32327747
Check Number	Pay Period Start	Pay Period End	Check Date	Net Pay
300666	2/1/2019	2/15/2019	2/22/2019	573.26

Earnings

Description	Hours	Rate	Current Amount	YTD Amount
REGULAR	55.81	12.50000	697.63	2,874.04
RETRO PAY				2.00
OVERTIME				10.23
HOL NOT W				94.00
Total:	55.81		697.63	
Taxable YTD:				2,980.27

Deductions

Description	Current Amount	YTD Amount
Federal Income Tax	56.63	249.05
Federal FICA Withheld	43.26	184.78
Federal Medicare Withheld	10.11	43.21
CALIFORNIA WH	7.40	33.72
CALIFORNIA SDI EE	6.97	29.80
Total:	124.37	540.56

Accruals

Description	Taken	Available
SICK BAL		18.11

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Exhibit 3

ABM Industry Groups, LLC		14141 Southwest Frwy, Suite 425		Sugar Land, TX 77478		Tel: 713-776-5100	
JESSICA M SHEEHAN	10477399	Company	00451	Begin Date	11/16/18	Check #	286685
EE #		Bus Unit	32327747	End Date	11/30/18	Check Date	12/07/18
SSN	XXX-XX-XXXX	Gross Wages	970.83	Taxable YTD	25,214.73	Net Pay	886.86
						Vacation Bal	48.80
						Sick Bal	07243124
						BIN	
EARNINGS					DEDUCTIONS		
Pay Description	Hours	Rate	Amount	YTD Amount	Description	Current	YTD
REGULAR	57.27	14.00	801.78	23,763.46	Federal Income Tax		
RETRO PAY				263.43	Federal FICA Withheld	60.19	1,563.31
RETRO OT				0.77	Federal Medicare Withheld	14.07	365.61
PPD ADJ R				104.50	CALIFORNIA WH		
OVERTIME	0.05	21.00	1.05	872.57	CALIFORNIA SDI EE	9.71	252.15
HOL PAY O	8.00	21.00	168.00	168.00			
MEAL BR P				42.00			
Total	65.32		970.83			83.97	2,181.07

DETACH BEFORE DEPOSITING

Bank No.	Name of Bank / Saving & Loan	Account Number	Amount

DEPOSITED FOR:

JESSICA M SHEEHAN

ABM Industry Groups, LLC
14141 Southwest Frwy, Suite 425
Sugar Land, TX 77478
Tel: 713-776-5100

NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE

00451 32327747 00451- 32327747-4096-4025

ABM Industry Groups, LLC
14141 Southwest Frwy, Suite 425
Sugar Land, TX 77478
Tel: 713-776-5100

JESSICA M SHEEHAN

ABM Industry Groups, LLC		14141 Southwest Frwy, Suite 425		Sugar Land, TX 77478		Tel: 713-776-5100	
JESSICA M SHEEHAN	Company	00451	Begin Date	11/01/18	Check #	283879	Vacation Bal
EE # 10477399	Bus Unit	32327747	End Date	11/15/18	Check Date	11/21/18	Sick Bal 48.80
SSN XXX-XX-XXXX	Gross Wages	1,193.92	Taxable YTD	24,243.90	Net Pay	1090.64	BIN 07243124
EARNINGS					DEDUCTIONS		
Pay Description	Hours	Rate	Amount	YTD Amount	Description	Current	YTD
REGULAR	85.25	14.00	1,193.50	22,961.68	Federal Income Tax		
RETRO PAY				263.43	Federal FICA Withheld	74.02	1,503.12
RETRO OT				0.77	Federal Medicare Withheld	17.32	351.54
PPD ADJ R				104.50	CALIFORNIA WH		
OVERTIME	0.02	21.00	0.42	871.52	CALIFORNIA SDI EE	11.94	242.44
MEAL BR P				42.00			
Total	85.27		1,193.92			103.28	2,097.10

DETACH BEFORE DEPOSITING

Bank No.	Name of Bank / Saving & Loan	Account Number	Amount

DEPOSITED FOR:

JESSICA M SHEEHAN

ABM Industry Groups, LLC
14141 Southwest Frwy, Suite 425
Sugar Land, TX 77478
Tel: 713-776-5100

NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE

00451 32327747 00451- 32327747-4096-4025

ABM Industry Groups, LLC
14141 Southwest Frwy, Suite 425
Sugar Land, TX 77478
Tel: 713-776-5100

JESSICA M SHEEHAN

ABM Industry Groups, LLC		14141 Southwest Frwy, Suite 425		Sugar Land, TX 77478		Tel: 713-776-5100	
JESSICA M SHEEHAN	Company	00451	Begin Date	10/01/18	Check #	278375	Vacation Bal
EE # 10477399	Bus Unit	32327747	End Date	10/15/18	Check Date	10/22/18	Sick Bal 48.80
SSN XXX-XX-XXXX	Gross Wages	850.99	Taxable YTD	21,971.00	Net Pay	777.38	BIN 07243124
EARNINGS					DEDUCTIONS		
Pay Description	Hours	Rate	Amount	YTD Amount	Description	Current	YTD
REGULAR	60.59	14.00	848.26	20,689.62	Federal Income Tax		
RETRO PAY				263.43	Federal FICA Withheld	52.76	1,362.20
RETRO OT				0.77	Federal Medicare Withheld	12.34	318.58
PPD ADJ R				104.50	CALIFORNIA WH		
OVERTIME	0.13	21.00	2.73	870.68	CALIFORNIA SDI EE	8.51	219.71
MEAL BR P				42.00			
Total	60.72		850.99			73.61	1,900.49

DETACH BEFORE DEPOSITING

Bank No.	Name of Bank / Saving & Loan	Account Number	Amount

DEPOSITED FOR:

JESSICA M SHEEHAN

ABM Industry Groups, LLC
14141 Southwest Frwy, Suite 425
Sugar Land, TX 77478
Tel: 713-776-5100

NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE

00451 32327747 00451- 32327747-4096-4025

ABM Industry Groups, LLC
14141 Southwest Frwy, Suite 425
Sugar Land, TX 77478
Tel: 713-776-5100

JESSICA M SHEEHAN

Tel: 713-776-5100

DETACH BEFORE DEPOSITING**DEPOSITED FOR:**

ABM Industry Groups, LLC
14141 Southwest Frwy, Suite 425
Sugar Land, TX 77478
Tel: 713-776-5100

NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE

ABM Industry Groups, LLC
14141 Southwest Frwy, Suite 425
Sugar Land, TX 77478
Tel: 713-776-5100

EXHIBIT H

ABM Industry Groups, LLC

14141 Southwest Frwy, Suite 425

Sugar Land, TX 77478

Tel: 713-776-5100

JESSICA M SHEEHAN	Company	00451	Begin Date	09/01/18	Check #	272607	Vacation Bal		
EE #	10477399	Bus Unit	32327747	End Date	09/15/18	Check Date	09/21/18	Sick Bal	48.80
SSN	XXX-XX-XXXX	Gross Wages	1,107.12	Taxable YTD	20,094.02	Net Pay	1011.36	BIN	07243124

EARNINGS					DEDUCTIONS		
Pay Description	Hours	Rate	Amount	YTD Amount	Description	Current	YTD
REGULAR	77.96	14.00	1,091.44	18,912.60	Federal Income Tax		
RETRO PAY				263.43	Federal FICA Withheld	68.64	1,245.83
RETRO OT				0.77	Federal Medicare Withheld	16.05	291.36
PPD ADJ R				104.50	CALIFORNIA WH		
OVERTIME	0.08	21.00	1.68	770.72	CALIFORNIA SDI EE	11.07	200.94
MEAL BR P	1.00	14.00	14.00	42.00			
Total	79.04		1,107.12			95.76	1,738.13

DETACH BEFORE DEPOSITING

Bank No.	Name of Bank / Saving & Loan	Account Number	Amount

DEPOSITED FOR:

JESSICA M SHEEHAN

ABM Industry Groups, LLC
14141 Southwest Frwy, Suite 425
Sugar Land, TX 77478
Tel: 713-776-5100

NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE

00451 32327747 00451- 32327747-4096-45115014

ABM Industry Groups, LLC
14141 Southwest Frwy, Suite 425
Sugar Land, TX 77478
Tel: 713-776-5100

JESSICA M SHEEHAN

ABM Industry Groups, LLC		14141 Southwest Frwy, Suite 425		Sugar Land, TX 77478		Tel: 713-776-5100	
JESSICA M SHEEHAN		Company	00451	Begin Date	08/18/18	Check #	269743
EE #	10477399	Bus Unit	32327747	End Date	08/31/18	Check Date	08/07/18
SSN	XXX-XX-XXXX	Gross Wages	1,376.13	Taxable YTD	18,986.90	Net Pay	1257.10
						Vacation Bal	
						Sick Bal	49.19
						BIN	07243124

EARNINGS					DEDUCTIONS		
Pay Description	Rate	Hours	Amount	YTD Amount	Deduction Description	Amount	YTD Amount
REGULAR	93.89	14.00	1,311.68	17,821.18	Federal Income Tax		
RETRO PAY				263.43	Federal FICA Withheld	85.32	1,177.19
RETRO OT				0.77	Federal Medicare Withheld	19.95	275.31
PPD ADJ R				104.50	CALIFORNIA WH		
OVERTIME	3.07	21.00	84.47	789.04	CALIFORNIA SDI EE	13.76	189.87
MEAL BR P				28.00			
Total	96.76		1,376.13			119.03	1,642.37

DETACH BEFORE DEPOSITING

Bank No.	Name of Bank / Saving & Loan	Account Number	Amount

DEPOSITED FOR:

JESSICA M SHEEHAN

ABM Industry Groups, LLC
14141 Southwest Frwy, Suite 425
Sugar Land, TX 77478
Tel: 713-776-5100

NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE

00451 32327747 00451- 32327747-4096-45115014

ABM Industry Groups, LLC
14141 Southwest Frwy, Suite 425
Sugar Land, TX 77478
Tel: 713-776-5100

JESSICA M SHEEHAN

ABM Industry Groups, LLC		14141 Southwest Frwy, Suite 425		Sugar Land, TX 77478		Tel: 713-776-5100	
JESSICA M SHEEHAN	10477399	Company	00451	Begin Date	08/16/18	Check #	289743
EE #		Bus Unit	32327747	End Date	08/31/18	Check Date	09/07/18
SSN	XXX-XX-XXXX	Gross Wages	1,376.13	Taxable YTD	18,986.90	Net Pay	1257.10
						Vacation Bal	48.19
						Sick Bal	07243124
						BDN	
EARNINGS					DEDUCTIONS		
Pay Description	Hours	Rate	Amount	YTD Amount	Description	Current	YTD
REGULAR	93.69	14.00	1,311.66	17,821.16	Federal Income Tax		
RETRO PAY				263.43	Federal FICA Withheld	85.32	1,177.19
RETRO OT				0.77	Federal Medicare Withheld	19.95	275.31
PPD ADJ R				104.50	CALIFORNIA WH		
OVERTIME	3.07	21.00	64.47	769.04	CALIFORNIA SDI EE	13.76	189.87
MEAL BR P				28.00			
Total	96.76		1,376.13			119.03	1,642.37

DETACH BEFORE DEPOSITING

Bank No.	Name of Bank / Saving & Loan	Account Number	Amount

DEPOSITED FOR:

JESSICA M SHEEHAN

ABM Industry Groups, LLC
14141 Southwest Frwy, Suite 425
Sugar Land, TX 77478
Tel: 713-776-5100

NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE

00451 32327747 00451- 32327747-4096-45115014

ABM Industry Groups, LLC
14141 Southwest Frwy, Suite 425
Sugar Land, TX 77478
Tel: 713-776-5100

JESSICA M SHEEHAN

ABM Industry Groups, LLC		14141 Southwest Frwy, Suite 425		Sugar Land, TX 77478		Tel: 713-776-5100	
JESSICA M SHEEHAN	EE #	10477399	Company	00451	Begin Date	08/01/18	Check #
SSN	XXX-XX-XXXX		Bus Unit	32327747	End Date	08/15/18	Check Date
			Gross Wages	1,228.78	Taxable YTD	17,810.77	Net Pay
							73860232
							08/22/18
							Vacation Bal
							Sick Bal
							45.06
							07243124

EARNINGS					DEDUCTIONS		
Pay Description	Hours	Rate	Amount	YTD Amount	Description	Current	YTD
REGULAR	87.53	14.00	1,225.42	16,509.50	Federal Income Tax		
RETRO PAY				263.43	Federal FICA Withheld	78.19	1,091.87
RETRO OT				0.77	Federal Medicare Withheld	17.82	255.36
PPD ADJ R				104.50	CALIFORNIA WH		
OVERTIME	0.18	21.00	3.36	704.57	CALIFORNIA SDI EE	12.29	176.11
MEAL BR P				28.00			
	87.69		1,228.78			106.30	1,523.34

DETACH BEFORE DEPOSITING

SECURITY ALERT: PAPER CONTAINS CHAIN LINK WATERMARK - HOLD TO LIGHT TO VERIFY WATERMARK • SEE REVERSE SIDE FOR LIST OF SECURITY FEATURES

ABM Industry Groups, LLC
14141 Southwest Frwy, Suite 425
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Tel: 713-776-5100

THIS IS WATERMARKED PAPER. DO NOT
ACCEPT WITHOUT NOTING WATERMARK.
HOLD TO LIGHT TO
VERIFY WATERMARK.

Payable at your local Bank of America
or at 850 N. Broadway
Los Angeles CA

CHECK NO. 73860232
DATE 8/22/2018

VOID AFTER 180 DAYS

70-2328/719 IL

One thousand one hundred twenty two and 48/100 Dollars

*****\$1,122.48

TO
THE
ORDER
OF

JESSICA M SHEEHAN



COUNTER SIGNATURE REQUIRED
IF AMOUNT IN EXCESS OF \$10,000.00

⑈ 73860232 ⑈ ⑆071923284⑆ 8765917625⑈

00451 32327747 00451- 32327747-4096-45115014

ABM Industry Groups, LLC
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Tel: 713-776-5100

JESSICA M SHEEHAN

ABM Industry Groups, LLC		14141 Southwest Frwy, Suite 425		Sugar Land, TX 77478		Tel: 713-776-5100	
JESSICA M SHEEHAN		Company	00451	Begin Date	07/16/18	Check #	264019
EE #	10477399	Bus Unit	32327747	End Date	07/31/18	Check Date	08/07/18
SSN	XXX-XX-XXXX	Gross Wages	1,216.88	Taxable YTD	16,381.99	Net Pay	1111.62
EARNINGS				DEDUCTIONS			
Pay Description	Hours	Rate	Amount	YTD Amount	Description	Current	YTD
REGULAR	86.74	14.00	1,214.36	15,284.08	Federal Income Tax		
RETRO PAY				263.43	Federal FICA Withheld	75.44	1,015.68
RETRO OT				0.77	Federal Medicare Withheld	17.65	237.54
PPD ADJ R				104.50	CALIFORNIA WH		
OVERTIME	0.12	21.00	2.52	701.21	CALIFORNIA SDI EE	12.17	163.82
MEAL BR P				28.00			
Total	86.86		1,216.88			105.26	1,417.04

DETACH BEFORE DEPOSITING

Bank No	Name of Bank / Saving & Loan	Account Number	Amount

DEPOSITED FOR:

JESSICA M SHEEHAN

ABM Industry Groups, LLC
14141 Southwest Frwy, Suite 425
Sugar Land, TX 77478
Tel: 713-776-5100

NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE

00451 32327747 00451- 32327747-4096-45115014

ABM Industry Groups, LLC
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Tel: 713-776-5100

JESSICA M SHEEHAN

ABM Industry Groups, LLC		14141 Southwest Frwy, Suite 425		Sugar Land, TX 77478		Tel: 713-776-5100	
JESSICA M SHEEHAN	Company	00451	Begin Date	07/16/18	Check #	264019	Vacation Bal
EE # 10477399	Bus Unit	32327747	End Date	07/31/18	Check Date	08/07/18	Sick Bal 42.14
SSN XXX-XX-XXXX	Gross Wages	1,216.88	Taxable YTD	16,381.99	Net Pay	1111.62	BIN 07243124
EARNINGS				DEDUCTIONS			
Pay Description	Hours	Rate	Amount	YTD Amount	Description	Current	YTD
REGULAR	86.74	14.00	1,214.36	15,284.08	Federal Income Tax	75.44	1,015.68
RETRO PAY				263.43	Federal FICA Withheld	17.65	237.54
RETRO OT				0.77	Federal Medicare Withheld		
PPD ADJ R				104.50	CALIFORNIA WH		
OVERTIME	0.12	21.00	2.52	701.21	CALIFORNIA SDI EE	12.17	163.82
MEAL BR P				28.00			
Total	86.86		1,216.88			105.26	1,417.04

DETACH BEFORE DEPOSITING

Bank No.	Name of Bank / Saving & Loan	Account Number	Amount

DEPOSITED FOR:

JESSICA M SHEEHAN

ABM Industry Groups, LLC
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Tel: 713-776-5100

NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE



00451 32327747 00451- 32327747-4096-45115014

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JESSICA M SHEEHAN

ABM Industry Groups, LLC

14141 Southwest Frwy, Suite 425

Sugar Land, TX 77478

Tel: 713-776-5100

JESSICA M SHEEHAN	Company	00451	Begin Date	06/01/18	Check #	255380	Vacation Bal	
EE #	Bus Unit	32327747	End Date	06/15/18	Check Date	06/22/18	Sick Bal	33.93
SSN	Gross Wages	1,505.42	Taxable YTD	12,419.64	Net Pay	1375.20	BIN	07243124
10477399								
XXX-XX-								
EARNINGS					DEDUCTIONS			
Pay Description	Hours	Rate	Amount	YTD Amount	Description	Current	YTD	
REGULAR	95.82	14.00	1,341.48	11,847.36	Federal Income Tax			
RETRO PAY				263.43	Federal FICA Withheld	93.34	770.02	
RETRO OT				0.77	Federal Medicare Withheld	21.82	180.08	
PPD ADJ R				104.50	CALIFORNIA WH			
OVERTIME	7.14	21.00	149.94	175.58	CALIFORNIA SDI EE	15.06	124.20	
MEAL BR P	1.00	14.00	14.00	28.00				
Total	103.96		1,505.42			130.22	1,074.30	

DETACH BEFORE DEPOSITING

Bank No.	Name of Bank / Saving & Loan	Account Number	Amount

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8207

DEPOSITED FOR:

JESSICA M SHEEHAN

ABM Industry Groups, LLC
14141 Southwest Frwy, Suite 425
Sugar Land, TX 77478
Tel: 713-776-5100

NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE

00451 32327747 00451- 32327747-4096-45115014

ABM Industry Groups, LLC
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Tel: 713-776-5100

JESSICA M SHEEHAN

Industry Groups, LLC		14141 Southwest Frwy, Suite 425		Sugar Land, TX 77478		Tel: 713-776-5100	
JESSICA M SHEEHAN	10477399	Company	00451	Begin Date	05/01/18	Check #	249677
XXX-XX-		Bus Unit	32327747	End Date	05/15/18	Check Date	05/22/18
		Gross Wages	1,117.90	Taxable YTD	9,738.57	Net Pay	1021.20
						Vacation Bal	27.96
						Sick Bal	07243124
						BIN	
EARNINGS				DEDUCTIONS			
Pay Description	Hours	Rate	Amount	YTD Amount	Description	Current	YTD
REGULAR	79.82	14.00	1,117.48	9,345.28	Federal Income Tax		
RETRO PAY				263.43	Federal FICA Withheld	69.31	603.79
RETRO OT				0.77	Federal Medicare Withheld	16.21	141.21
PPD ADJR				104.50	CALIFORNIA WH		
OVERTIME	0.02	21.00	0.42	24.59	CALIFORNIA SDI EE	11.18	97.39
Total	79.84		1,117.90			96.70	842.39

DETACH BEFORE DEPOSITING

Bank No.	Name of Bank / Saving & Loan	Account Number	Amount

DEPOSITED FOR:

JESSICA M SHEEHAN

ABM Industry Groups, LLC
14141 Southwest Frwy, Suite 425
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Tel: 713-776-5100

NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE

00451 32327747 00451- 32327747-4096-45115014

ABM Industry Groups, LLC
14141 Southwest Frwy, Suite 425
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Tel: 713-776-5100

JESSICA M SHEEHAN

ABM Industry Groups, LLC		14141 Southwest Frwy, Suite 425		Sugar Land, TX 77478		Tel: 713-776-5100	
JESSICA M SHEEHAN	Company	00451	Begin Date	02/16/19	Check #	50915	Vacation Bal
EE # 10477399	Bus Unit	32327747	End Date	02/28/19	Check Date	03/01/19	Sick Bal 25.60
SSN XXX-XX-XXXX	Gross Wages	336.00	Taxable YTD	5,045.25	Net Pay	306.92	EIN 07243124
EARNINGS				DEDUCTIONS			
Pay Description	Hours	Rate	Amount	YTD Amount	Description	Current	YTD
REGULAR				4,396.14	Federal Income Tax		
OVERTIME				19.11	Federal FICA Withheld	20.84	312.81
HOL NOT W				112.00	Federal Medicare Withheld	4.88	73.16
HOL PAY O				168.00	CALIFORNIA WH		
MEAL BR P				14.00	CALIFORNIA SDI EE	3.36	50.45
SICK PAY	24.00	14.00	336.00	336.00			
Total	24.00		336.00			29.08	436.42

DETACH BEFORE DEPOSITING

Bank No.	Name of Bank / Saving & Loan	Account Number	Amount

DEPOSITED FOR:

JESSICA M SHEEHAN

NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE

ABM Industry Groups, LLC
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00451 32327747 00451- 32327747-4096-4025

ABM Industry Groups, LLC
14141 Southwest Frwy, Suite 425
Sugar Land, TX 77478
Tel: 713-776-5100

JESSICA M SHEEHAN

#3475

ABM Industry Groups, LLC		14141 Southwest Frwy, Suite 425		Sugar Land, TX 77478		Tel. 713-776-5100	
JESSICA M SHEEHAN		Company		00451	Begin Date	01/16/19	Check #
EE #	10477399	Bus Unit	32327747	End Date	01/31/19	Check Date	02/07/19
SSN	XXX-XX-XXXX	Gross Wages	1,312.08	Taxable YTD	3,547.60	Net Pay	1198.59
				Vacation Bal	297792	Sick Bal	48.80
				BIN	07243124		

EARNINGS					DEDUCTIONS		
Pay Description	Hours	Rate	Amount	YTD Amount	Description	Current	YTD
REGULAR	93.42	14.00	1,307.88	3,237.22	Federal Income Tax		
OVERTIME	0.20	21.00	4.20	18.38	Federal FICA Withheld	81.35	219.95
HOL NOT W				112.00	Federal Medicare Withheld	19.02	51.44
HOL PAY O				168.00	CALIFORNIA WH		
MEAL BR P				14.00	CALIFORNIA SDI EE	13.12	35.48
Total	93.62		1,312.08			113.49	306.87

DETACH BEFORE DEPOSITING

Bank No.	Name of Bank / Saving & Loan	Account Number	Amount

DEPOSITED FOR:

JESSICA M SHEEHAN

NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE

ABM Industry Groups, LLC
 14141 Southwest Frwy, Suite 425
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00451 32327747 00451- 32327747-4096-4025

ABM Industry Groups, LLC
 14141 Southwest Frwy, Suite 425
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 Tel: 713-776-5100

JESSICA M SHEEHAN

ABM Industry Groups, LLC		14141 Southwest Frwy, Suite 425		Sugar Land, TX 77478		Tel: 713-776-5100	
JESSICA M SHEEHAN		Company	00451	Begin Date	01/01/19	Check #	295042
EE #	10477399	Bus Unit	32327747	End Date	01/15/19	Check Date	01/22/19
SSN	XXX-XX-XXXX	Gross Wages	1,180.20	Taxable YTD	2,235.52	Net Pay	1078.10
						Vacation Bal	48.80
						Sick Bal	07243124
						BIN	
EARNINGS					DEDUCTIONS		
Pay Description	Hours	Rate	Amount	YTD Amount	Description	Current	YTD
REGULAR	71.30	14.00	998.20	1,929.34	Federal Income Tax		
OVERTIME				12.18	Federal FICA Withheld	73.17	138.60
HOL NOT W				112.00	Federal Medicare Withheld	17.12	32.42
HOL PAY O	8.00	21.00	168.00	168.00	CALIFORNIA WH		
MEAL BR P	1.00	14.00	14.00	14.00	CALIFORNIA SDI EE	11.81	22.36
Total	80.30		1,180.20			102.10	193.38

DETACH BEFORE DEPOSITING

Bank No.	Name of Bank / Saving & Loan	Account Number	Amount

DEPOSITED FOR:

JESSICA M SHEEHAN

ABM Industry Groups, LLC
14141 Southwest Frwy, Suite 425
Sugar Land, TX 77478
Tel: 713-776-5100

NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE

00451 32327747 00451- 32327747-4096-4025

ABM Industry Groups, LLC
14141 Southwest Frwy, Suite 425
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Tel: 713-776-5100

JESSICA M SHEEHAN

ABM Industry Groups, LLC		14141 Southwest Frwy, Suite 425		Sugar Land, TX 77478		Tel: 713-776-5100	
JESSICA M SHEEHAN	10477399	Company	00451	Begin Date	02/16/19	Check #	303446
EE #		Bus Unit	32327747	End Date	02/28/19	Check Date	03/07/19
SSN	XXX-XX-XXXX	Gross Wages	1,002.47	Taxable YTD	6,047.72	Net Pay	915.76
EARNINGS				DEDUCTIONS			
Pay Description	Hours	Rate	Amount	YTD Amount	Description	Current	YTD
REGULAR	71.32	14.00	998.48	5,394.62	Federal Income Tax		
OVERTIME	0.19	21.00	3.99	23.10	Federal FICA Withheld	62.15	374.96
HOL NOT W				112.00	Federal Medicare Withheld	14.53	87.69
HOL PAY O				168.00	CALIFORNIA WH		
MEAL BR P				14.00	CALIFORNIA SDI EE	10.03	60.48
SICK PAY				336.00			
Total	71.51		1,002.47			86.71	523.13

DETACH BEFORE DEPOSITING

Bank No.	Name of Bank / Saving & Loan	Account Number	Amount

DEPOSITED FOR:

JESSICA M SHEEHAN

NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE

ABM Industry Groups, LLC
14141 Southwest Frwy, Suite 425
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00451 32327747 00451- 32327747-4096-4025

ABM Industry Groups, LLC
14141 Southwest Frwy, Suite 425
Sugar Land, TX 77478
Tel: 713-776-5100

JESSICA M SHEEHAN

#3478

ABM Industry Groups, LLC

14141 Southwest Frwy, Suite 425

Sugar Land, TX 77478

Tel: 713-776-5100

JESSICA M SHEEHAN		Company 00451		Begin Date 02/01/19	Check # 300671	Vacation Bal
EE # 10477399	Bus Unit 32327747	End Date 02/15/19	Check Date 02/22/19	Sick Bal 48.80		
SSN XXX-XX-XXXX	Gross Wages 1,161.65	Taxable YTD 4,709.25	Net Pay 1081.18	BIN 07243124		

EARNINGS				DEDUCTIONS			
Pay Description	Hours	Rate	Amount	YTD Amount	Description	Current	YTD
REGULAR	82.78	14.00	1,158.92	1,396.14	Federal Income Tax		
OVERTIME	0.13	21.00	2.73	19.11	Federal FICA Withheld	72.02	291.97
HOL NOT W				112.00	Federal Medicare Withheld	16.84	68.28
HOL PAY O				168.00	CALIFORNIA WH		
MEAL BR P				14.00	CALIFORNIA SDI EE	11.61	47.09
Total	82.91		1,161.65			100.47	407.34

DETACH BEFORE DEPOSITING

Bank No.	Name of Bank / Saving & Loan	Account Number	Amount

DEPOSITED FOR:

JESSICA M SHEEHAN

NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE

ABM Industry Groups, LLC
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00451 32327747 00451- 32327747-4096-4025

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JESSICA M SHEEHAN

ABM Industry Groups, LLC		14141 Southwest Frwy, Suite 425		Sugar Land, TX 77478		Tel: 713-776-5100	
JESSICA M SHEEHAN	10477399	Company	00451	Begin Date	12/16/18	Check #	292281
EE #		Bus Unit	32327747	End Date	12/31/18	Check Date	01/07/19
SSN	XXX-XX-XXXX	Gross Wages	1,055.32	Taxable YTD	1,055.32	Net Pay	964.04
EARNINGS				DEDUCTIONS			
Pay Description	Hours	Rate	Amount	YTD Amount	Description	Current	YTD
REGULAR	63.51	14.00	931.14	931.14	Federal Income Tax		
OVERTIME	0.58	21.00	12.18	12.18	Federal FICA Withheld	65.43	65.43
HOL NOT W	8.00	14.00	112.00	112.00	Federal Medicare Withheld	15.30	15.30
					CALIFORNIA WH		
					CALIFORNIA SDI EE	10.55	10.55
Total	75.09		1,055.32			91.28	91.28

DETACH BEFORE DEPOSITING

Bank No.	Name of Bank / Saving & Loan	Account Number	Amount

DEPOSITED FOR:

JESSICA M SHEEHAN

ABM Industry Groups, LLC
14141 Southwest Frwy, Suite 425
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NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE

00451 32327747 00451- 32327747-4096-4025

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Tel: 713-776-5100

JESSICA M SHEEHAN

ABM Industry Groups, LLC		14141 Southwest Frwy, Suite 425		Sugar Land, TX 77478		Tel: 713-776-5100	
JESSICA M SHEEHAN	Company	00451	Begin Date	12/16/18	Check #	292281	Vacation Bal
EE # 10477399	Bus Unit	32327747	End Date	12/31/18	Check Date	01/07/19	Sick Bal 48.80
SSN XXX-XX-XXXX	Gross Wages	1,055.32	Taxable YTD	1,055.32	Net Pay	964.04	BIN 07243124
EARNINGS				DEDUCTIONS			
Pay Description	Hours	Rate	Amount	YTD Amount	Description	Current	YTD
REGULAR	68.51	14.00	931.14	931.14	Federal Income Tax		
OVERTIME	0.58	21.00	12.18	12.18	Federal FICA Withheld	65.43	65.43
HOL NOT W	8.00	14.00	112.00	112.00	Federal Medicare Withheld	15.30	15.30
					CALIFORNIA WH		
					CALIFORNIA SDI EE	10.55	10.55
Total	75.09		1,055.32			91.28	91.28

DETACH BEFORE DEPOSITING

Bank No.	Name of Bank / Saving & Loan	Account Number	Amount

DEPOSITED FOR:

JESSICA M SHEEHAN

ABM Industry Groups, LLC
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NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE

00451 32327747 00451- 32327747-4096-4025

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JESSICA M SHEEHAN

ABM Industry Groups, LLC		14141 Southwest Frwy, Suite 425		Sugar Land, TX 77478		Tel: 713-776-5100	
JESSICA M SHEEHAN		Company	00451	Begin Date	01/01/18	Check #	227080
EE #	10477399	Bus Unit	32327747	End Date	01/15/18	Check Date	01/22/18
SSN	XXX-XX-XXXX	Gross Wages	1,067.99	Taxable YTD	1,772.32	Net Pay	975.61
						Vacation Bal	
						Sick Bal	5.38
						BIN	07243124

EARNINGS					DEDUCTIONS		
Pay Description	Hours	Rate	Amount	YTD Amount	Description	Current	YTD
REGULAR	87.53	11.00	962.83	1,666.83	Federal Income Tax		
PPD ADJ R	9.50	11.00	104.50	104.50	Federal FICA Withheld	66.21	109.88
OVERTIME	0.04	16.50	0.66	0.99	Federal Medicare Withheld	15.49	25.70
					CALIFORNIA WH		
					CALIFORNIA SDI EE	10.68	17.72
Total	97.07		1,067.99			92.38	153.30

DETACH BEFORE DEPOSITING

Bank No	Name of Bank / Saving & Loan	Account Number	Amount

DEPOSITED FOR:

JESSICA M SHEEHAN

ABM Industry Groups, LLC
14141 Southwest Frwy, Suite 425
Sugar Land, TX 77478
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NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE

00451 32327747 00451- 32327747-4096-45115014

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JESSICA M SHEEHAN

ABM Industry Groups, LLC

14141 Southwest Frwy, Suite 425
Sugar Land, TX 77478

Tel 713-776-5100

JESSICA M SHEEHAN	10477399	Company	00451	Begin Date	03/01/19	Check #	306245	Vacation Bal	
EE #	XXX-XX-XXXX	Bus Unit	32327747	End Date	03/15/19	Check Date	03/22/19	Sick Bal	30.87
SSN		Gross Wages	1,211.21	Taxable YTD	7,258.93	Net Pay	1106.45	BIN	07243124

EARNINGS					DEDUCTIONS		
Pay Description	Hours	Rate	Amount	YTD Amount	Description	Current	YTD
REGULAR	86.50	14.00	1,211.00	6,605.62	Federal Income Tax		
OVERTIME	0.01	21.00	0.21	23.31	Federal FICA Withheld	75.09	450.05
HOL NOT W				112.00	Federal Medicare Withheld	17.56	105.25
HOL PAY O				168.00	CALIFORNIA WM		
MEAL BR P				14.00	CALIFORNIA SDI EE	12.11	72.59
SICK PAY				336.00			
Total	86.51		1,211.21			104.76	627.89

DETACH BEFORE DEPOSITING

Bank No.	Name of Bank / Saving & Loan	Account Number	Amount

DEPOSITED FOR:

JESSICA M SHEEHAN

NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE

ABM Industry Groups, LLC
14141 Southwest Frwy, Suite 425
Sugar Land, TX 77478
Tel: 713-776-5100

00451 32327747 00451- 32327747-4096-4025

ABM Industry Groups, LLC
14141 Southwest Frwy, Suite 425
Sugar Land, TX 77478
Tel: 713-776-5100

JESSICA M SHEEHAN

ABM Industry Groups, LLC

14141 Southwest Frwy, Suite 425

Sugar Land, TX 77478

Tel: 713-776-5100

JESSICA M SHEEHAN		Company 00451		Begin Date 02/16/18		Check # 235508		Vacation Bal	
EE # 10477399		Bus Unit 32327747		End Date 02/28/18		Check Date 03/07/18		Sick Bal 13.90	
SSN XXX-XX-XXXX		Gross Wages 791.23		Taxable YTD 4,314.92		Net Pay 722.78		BIN 07243124	
EARNINGS					DEDUCTIONS				
Pay Description	Hours	Rate	Amount	YTD Amount	Description	Current	YTD		
REGULAR	71.84	11.00	790.24	4,207.94	Federal Income Tax				
PPD ADJ R				104.50	Federal FICA Withheld	49.06	267.53		
OVERTIME	0.06	16.50	0.99	2.48	Federal Medicare Withheld	11.48	62.57		
					CALIFORNIA WH				
					CALIFORNIA SDI EE	7.91	43.15		
Total	71.90		791.23			68.45	373.25		

DETACH BEFORE DEPOSITING

Bank No.	Name of Bank / Saving & Loan	Account Number	Amount

DEPOSITED FOR:

JESSICA M SHEEHAN

ABM Industry Groups, LLC
14141 Southwest Frwy, Suite 425
Sugar Land, TX 77478
Tel: 713-776-5100

NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE

00451 32327747 00451- 32327747-4096-45115014

ABM Industry Groups, LLC
14141 Southwest Frwy, Suite 425
Sugar Land, TX 77478
Tel: 713-776-5100

JESSICA M SHEEHAN

ABM Industry Groups, LLC

14141 Southwest Frwy, Suite 425

Sugar Land, TX 77478

Tel: 713-776-5100

JESSICA M SHEEHAN

EE #

10477399

SSN

XXX-XX-XXXX

Company

00451

Bus Unit

32327747

Gross Wages

1,056.07

Begin Date

03/16/18

End Date

03/31/18

Taxable YTD

6,150.57

Check #

241123

Check Date

04/06/18

Net Pay

964.72

Vacation Bal

Sick Bal

19.43

BIN

07243124

EARNINGS					DEDUCTIONS		
Pay Description	Hours	Rate	Amount	YTD Amount	Description	Current	YTD
REGULAR	95.33	11.00	1,048.63	6,031.85	Federal Income Tax		
PPD ADJ R				104.50	Federal FICA Withheld	65.48	381.34
OVERTIME	0.45	16.50	7.44	14.22	Federal Medicare Withheld	15.31	89.18
					CALIFORNIA WH		
					CALIFORNIA SDI EE	10.56	61.51
Total	95.78		1,056.07			91.35	532.03

DETACH BEFORE DEPOSITING

Bank No.	Name of Bank / Saving & Loan	Account Number	Amount

DEPOSITED FOR:

JESSICA M SHEEHAN

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Sugar Land, TX 77478
Tel: 713-776-5100

NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE

00451 32327747 00451- 32327747-4096-45115014

ABM Industry Groups, LLC
14141 Southwest Frwy, Suite 425
Sugar Land, TX 77478
Tel: 713-776-5100

JESSICA M SHEEHAN

ABM Industry Groups, LLC		14141 Southwest Frwy, Suite 425		Sugar Land, TX 77478		Tel: 713-776-5100	
JESSICA M SHEEHAN		Company	00451	Begin Date	03/01/18	Check #	238290
EE #	10477399	Bus Unit	32327747	End Date	03/15/18	Check Date	03/22/18
SSN	XXX-XX-XXXX	Gross Wages	779.58	Taxable YTD	5,094.50	Net Pay	712.15
						Vacation Bal	16.25
						Sick Bal	07243124
EARNINGS				DEDUCTIONS			
Pay Description	Hours	Rate	Amount	YTD Amount	Description	Current	YTD
REGULAR	70.48	11.00	775.28	4,983.22	Federal Income Tax		
PPD ADJ R				104.50	Federal FICA Withheld	48.33	315.86
OVERTIME	0.26	16.50	4.30	6.78	Federal Medicare Withheld	11.30	73.87
					CALIFORNIA WH		
					CALIFORNIA SDI EE	7.80	50.95
Total	70.74		779.58			67.43	440.68

DETACH BEFORE DEPOSITING

Bank No.	Name of Bank / Saving & Loan	Account Number	Amount

DEPOSITED FOR:

JESSICA M SHEEHAN

ABM Industry Groups, LLC
14141 Southwest Frwy, Suite 425
Sugar Land, TX 77478
Tel: 713-776-5100

NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE

00451 32327747 00451- 32327747-4096-45115014

ABM Industry Groups, LLC
14141 Southwest Frwy, Suite 425
Sugar Land, TX 77478
Tel: 713-776-5100

JESSICA M SHEEHAN

ABM Industry Groups, LLC		14141 Southwest Frwy, Suite 425		Sugar Land, TX 77478		Tel: 713-776-5100	
JESSICA M SHEEHAN	10477399	Company	00451	Begin Date	04/01/18	Check #	243950
EE #	XXX-XX-XXXX	Bus Unit	32327747	End Date	04/15/18	Check Date	04/20/18
SSN		Gross Wages	968.72	Taxable YTD	7,119.29	Net Pay	884.93
							Vacation Bal 22.36
							Sick Bal 07243124
EARNINGS				DEDUCTIONS			
Pay Description	Hours	Rate	Amount	YTD Amount	Description	Current	YTD
REGULAR	87.81	11.00	965.91	6,997.76	Federal Income Tax		
PPD ADJ R				104.50	Federal FICA Withheld	60.06	441.40
OVERTIME	0.17	16.50	2.81	17.03	Federal Medicare Withheld	14.05	103.23
					CALIFORNIA WH		
					CALIFORNIA SDI EE	9.68	71.19
Total	87.98		968.72			83.79	615.82

DETACH BEFORE DEPOSITING

Bank No.	Name of Bank / Saving & Loan	Account Number	Amount

DEPOSITED FOR:

JESSICA M SHEEHAN

ABM Industry Groups, LLC
14141 Southwest Frwy, Suite 425
Sugar Land, TX 77478
Tel: 713-776-5100

NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE

00451 32327747 00451- 32327747-4096-45115014

ABM Industry Groups, LLC
14141 Southwest Frwy, Suite 425
Sugar Land, TX 77478
Tel: 713-776-5100

JESSICA M SHEEHAN

#3487

ABM Industry Groups, LLC

14141 Southwest Frwy, Suite 425

Sugar Land, TX 77478

Tel: 713-776-5100

JESSICA M SHEEHAN		Company	00451	Begin Date	12/16/17	Check #	224269	Vacation Bal	
EE #	10477399	Bus Unit	32327747	End Date	12/31/17	Check Date	01/05/18	Sick Bal	2.94
SSN	XXX-XX-XXXX	Gross Wages	704.33	Taxable YTD	704.33	Net Pay	643.41	BIN	07243124
EARNINGS					DEDUCTIONS				
Pay Description	Hours	Rate	Amount	YTD Amount	Description	Current	YTD		
REGULAR	64.00	11.00	704.00	704.00	Federal Income Tax				
OVERTIME	0.02	16.50	0.33	0.33	Federal FICA Withheld	43.67	43.67		
					Federal Medicare Withheld	10.21	10.21		
					CALIFORNIA WH				
					CALIFORNIA SDI EE	7.04	7.04		
Total	64.02		704.33			60.92	60.92		

DETACH BEFORE DEPOSITING

Bank No.	Name of Bank / Saving & Loan	Account Number	Amount

DEPOSITED FOR:

JESSICA M SHEEHAN

ABM Industry Groups, LLC
 14141 Southwest Frwy, Suite 425
 Sugar Land, TX 77478
 Tel: 713-776-5100

NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE

00451 32327747 00451- 32327747-4096-45115014

ABM Industry Groups, LLC
 14141 Southwest Frwy, Suite 425
 Sugar Land, TX 77478
 Tel: 713-776-5100

JESSICA M SHEEHAN

ABM Industry Groups, LLC		14141 Southwest Frwy, Suite 425		Sugar Land, TX 77478		Tel: 713-776-5100	
JESSICA M SHEEHAN	Company	00451	Begin Date	02/01/18	Check #	232692	Vacation Bal
EE # 10477399	Bus Unit	32327747	End Date	02/15/18	Check Date	02/22/18	Sick Bal 11.50
SSN XXX-XX-XXXX	Gross Wages	862.79	Taxable YTD	3,523.69	Net Pay	788.16	BITN 07243124
EARNINGS				DEDUCTIONS			
Pay Description	Hours	Rate	Amount	YTD Amount	Description	Current	YTD
REGULAR	78.38	11.00	862.29	3,417.70	Federal Income Tax		
PPD ADJ R				104.50	Federal FICA Withheld	53.49	218.47
OVERTIME	0.03	16.50	0.50	1.49	Federal Medicare Withheld	12.51	51.09
					CALIFORNIA WH		
					CALIFORNIA SDI EE	8.63	35.24
Total	78.42		862.79			74.63	304.80

DETACH BEFORE DEPOSITING

Bank No.	Name of Bank / Saving & Loan	Account Number	Amount

DEPOSITED FOR:

JESSICA M SHEEHAN

ABM Industry Groups, LLC
14141 Southwest Frwy, Suite 425
Sugar Land, TX 77478
Tel: 713-776-5100

NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE

00451 32327747 00451- 32327747-4096-45115014

ABM Industry Groups, LLC
14141 Southwest Frwy, Suite 425
Sugar Land, TX 77478
Tel: 713-776-5100

JESSICA M SHEEHAN

ABM Industry Groups, LLC		14141 Southwest Frwy, Suite 425		Sugar Land, TX 77478		Tel: 713-776-5100	
JESSICA M SHEEHAN		Company	00451	Begin Date	04/16/18	Check #	246799
EE #	10477399	Bus Unit	32327747	End Date	04/30/18	Check Date	05/07/18
SSN	XXX XX-██	Gross Wages	1,501.38	Taxable YTD	8,620.67	Net Pay	1371.51
						Vacation Bal	
						Sick Bal	25.29
						BIN	07243124
EARNINGS					DEDUCTIONS		
Pay Description	Hours	Rate	Amount	YTD Amount	Description	Current	YTD
REGULAR	87.86	14.00	1,230.04	8,227.80	Federal Income Tax		
RETRO PAY			263.43	263.43	Federal FICA Withheld	93.08	534.48
RETRO OT			0.77	0.77	Federal Medicare Withheld	21.77	125.00
PPD ADJ R				104.50	CALIFORNIA WH		
OVERTIME	0.34	21.00	7.14	24.17	CALIFORNIA SDI EE	15.02	86.21
Total	88.20		1,501.38			129.87	745.69

DETACH BEFORE DEPOSITING

Bank No.	Name of Bank / Saving & Loan	Account Number	Amount

DEPOSITED FOR:

JESSICA M SHEEHAN

ABM Industry Groups, LLC
14141 Southwest Frwy, Suite 425
Sugar Land, TX 77478
Tel: 713-776-5100

NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE

00451 32327747 00451- 32327747-4096-45115014

ABM Industry Groups, LLC
14141 Southwest Frwy, Suite 425
Sugar Land, TX 77478
Tel: 713-776-5100

JESSICA M SHEEHAN

ABM Industry Groups, LLC		14141 Southwest Frwy, Suite 425		Sugar Land, TX 77478		Tel: 713-776-5100	
JESSICA M SHEEHAN		Company	00451	Begin Date	06/16/18	Check #	258288
EE #	10477399	Bus Unit	32327747	End Date	06/30/18	Check Date	07/06/18
SSN	XXX-XX-XXXX	Gross Wages	1,626.59	Taxable YTD	14,046.23	Net Pay	1485.68
						Vacation Bal	
						Sick Bal	36.57
						BITN	07243124
EARNINGS					DEDUCTIONS		
Pay Description	Hours	Rate	Amount	YTD Amount	Description	Current	YTD
REGULAR	78.94	14.00	1,105.16	12,952.52	Federal Income Tax		
RETRO PAY				263.43	Federal FICA Withheld	100.85	870.87
RETRO OT				0.77	Federal Medicare Withheld	23.59	203.67
PPD ADJR				104.50	CALIFORNIA WH		
OVERTIME	24.83	21.00	521.43	697.01	CALIFORNIA SDI EE	16.27	140.47
MEAL BR P				28.00			
Total	103.77		1,626.59			140.71	1,215.01

DETACH BEFORE DEPOSITING

Bank No.	Name of Bank / Saving & Loan	Account Number	Amount

DEPOSITED FOR:

JESSICA M SHEEHAN

ABM Industry Groups, LLC
14141 Southwest Frwy, Suite 425
Sugar Land, TX 77478
Tel: 713-776-5100

NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE

00451 32327747 00451- 32327747-4096-45115014

ABM Industry Groups, LLC
14141 Southwest Frwy, Suite 425
Sugar Land, TX 77478
Tel: 713-776-5100

JESSICA M SHEEHAN

#3491

ABM Industry Groups, LLC

14141 Southwest Frwy, Suite 425

Sugar Land, TX 77478

Tel: 713-776-5100

JESSICA M SHEEHAN		Company		00451	Begin Date	03/16/19	Check #	309106	Vacation Bal	
EE #	10477399	Bus Unit	32327747	End Date	03/31/19	Check Date	04/05/19	Sick Bal	33.63	
SSN	XXX-XX-XXXX	Gross Wages	1,162.70	Taxable YTD	8,421.63	Net Pay	1062.12	BIN	07243124	
EARNINGS					DEDUCTIONS					
Pay Description	Hours	Rate	Amount	YTD Amount	Description	Current	YTD			
REGULAR	82.69	14.00	1,157.66	7,763.28	Federal Income Tax					
OVERTIME	0.24	21.00	5.04	28.35	Federal FICA Withheld	72.09	522.14			
HOL NOT W				112.00	Federal Medicare Withheld	16.86	122.11			
HOL PAY O				168.00	CALIFORNIA WH					
MEAL BR P				14.00	CALIFORNIA SDI EE	11.63	84.22			
SICK PAY				336.00						
Total	82.93		1,162.70			100.58	728.47			

DETACH BEFORE DEPOSITING

Bank No	Name of Bank / Saving & Loan	Account Number	Amount

DEPOSITED FOR:

JESSICA M SHEEHAN

NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE

ABM Industry Groups, LLC
 14141 Southwest Frwy, Suite 425
 Sugar Land, TX 77478
 Tel: 713-776-5100

00451 32327747 00451- 32327747-4096-4025

ABM Industry Groups, LLC
 14141 Southwest Frwy, Suite 425
 Sugar Land, TX 77478
 Tel: 713-776-5100

JESSICA M SHEEHAN

#3492

ABM Industry Groups, LLC

14141 Southwest Frwy, Suite 425

Sugar Land, TX 77478

Tel: 713-776-5100

JESSICA M SHEEHAN		Company	00451	Begin Date	04/01/19	Check #	312013	Vacation Bal	
EE #	10477399	Bus Unit	32327747	End Date	04/15/19	Check Date	04/22/19	Sick Bal	36.28
SSN	XXX-XX-XXXX	Gross Wages	1,124.69	Taxable YTD	9,546.32	Net Pay	930.53	BITN	07243124
EARNINGS					DEDUCTIONS				
Pay Description	Hours	Rate	Amount	YTD Amount	Description	Current	YTD		
REGULAR	79.27	14.00	1,109.78	8,873.06	Federal Income Tax	96.88	96.88		
OVERTIME	0.71	21.00	14.91	43.26	Federal FICA Withheld	69.73	591.87		
HOL NOT W				112.00	Federal Medicare Withheld	16.31	138.42		
HOL PAY O				168.00	CALIFORNIA WH				
MEAL BR P				14.00	CALIFORNIA SDI EE	11.24	95.46		
SICK PAY				336.00					
Total	79.98		1,124.69			194.16	922.63		

DETACH BEFORE DEPOSITING

Bank No.	Name of Bank / Saving & Loan	Account Number	Amount

DEPOSITED FOR:

JESSICA M SHEEHAN

NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE - NON-NEGOTIABLE

ABM Industry Groups, LLC
 14141 Southwest Frwy, Suite 425
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 Tel: 713-776-5100

00451 32327747 00451- 32327747-4096-4025

ABM Industry Groups, LLC
 14141 Southwest Frwy, Suite 425
 Sugar Land, TX 77478
 Tel: 713-776-5100

JESSICA M SHEEHAN

Exhibit 4

FORMA DEL CONSENTIMIENTO DE FLSA

Conforme a las provisiones de 29 U.S.C. el § 216 (b), los estándares de trabajo justos actúa, yo consiente por este medio ser un demandante del partido a esta acción.

8/16/2018
Fecha

Ibabel Artiga
Nombre de impresión
Ibabel Artiga
Firma

FLSA CONSENT FORM

Pursuant to the provisions of 29 U.S.C. § 216(b), the Fair Labor Standards Act, I hereby consent to be a party plaintiff to this action.

05-02-19
Date

GABRIEL RODRIGUEZ
Print Name


Signature

FLSA CONSENT FORM

Pursuant to the provisions of 29 U.S.C. § 216(b), the Fair Labor Standards Act, I hereby consent to be a party plaintiff to this action.

5/2/19
Date

Jessica Sheehan
Print Name
[Signature]
Signature

Exhibit I

Alan Harris (SBN 146079)
Priya Mohan (SBN 228984)
Lin Zhan (SBN 317087)
655 North Central Ave., 17th Fl.
Glendale, California 91203
Telephone: (323) 962-3777
Facsimile: (323) 962-3004
aharris@harrisandruble.com
pmohan@harrisandruble.com
lzhan@harrisandruble.com
Attorneys for Plaintiff

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

MARIO ERNESTO GIL CANAS,
individually and on behalf of all others
similarly situated,

Plaintiff,

v.

ABM INDUSTRY GROUPS, LLC, a
Delaware Limited Liability Company, and
DOE ONE through and including DOE
TEN,

Defendants.

Case No. **20STCV37443**

COMPLAINT

[PAGA Law Enforcement Complaint]

1. Civil Penalties, Pursuant to Cal. Lab.
Code § 2698 *et seq.*

1 Mario Ernesto Gil Canas (“Plaintiff”), on behalf of himself as an individual and in
2 his representative capacity, and on behalf of the State of California Labor & Workforce
3 Development Agency (“LWDA”) under the Labor Code Private Attorneys General Act
4 of 2004 (“PAGA”), California Labor Code (“Labor Code”) § 2698 *et seq.*, alleges as
5 follows:

6 ***JURISDICTION AND VENUE***

7 1. This is a PAGA law enforcement action seeking civil penalties and
8 attorneys’ fees and costs, all according to proof, against Defendant ABM Industry
9 Groups, LLC (“ABM”). This action alleges that ABM, *inter alia*, ABM: (1) collected
10 unlawful deductions from employees; (2) failed to provide wage statements that supplied
11 all of the information required by Labor Code § 226(a) (the “Code”); (3) failed to pay
12 Plaintiff and Aggrieved Employees minimum and overtime wages; (4) failed to timely
13 pay Plaintiff all wages when due, Code §§ 203, 204; (5) failed to provide a proper sick
14 leave policy for employees, Code §§ 233, 234; and (6) failed to Make Security Deposits
15 Cal. Lab. Code §§ 403, 404, 405, 406 and IWC Wage Order, Sec.9(c); (7) failed to
16 Provide Employment Records, Cal. Lab. Code § 226(b); (8) failed to provide records,
17 Code §432; (9) failed to provide records, Code § 1198.5.2. On or about May 13, 2020,
18 Plaintiff provided statutory notice to the California Labor and Workforce Development
19 Agency and to Defendant of the PAGA claims set forth in this complaint. Plaintiff brings
20 this action pursuant to PAGA, which does not require class certification, on a
21 representative basis on behalf of the Labor & Workforce Development Agency of the
22 State of California (the “LWDA”). The alleged violations include failure to make timely
23 payment of earned wages, pay minimum wages, and for sick pay violations, wage
24 statement violations, continuing wages, and unfair competition.

25 2. Venue as to Defendant is proper in this District because a substantial part of
26 the events or omissions giving rise to the claims occurred in this District. Defendant
27 maintains an office, transacts business, has an agent, or is found in the County of Los
28 Angeles and is within the jurisdiction of this Court for purposes of service of process.

1 The unlawful acts alleged herein had a direct effect on and were committed within the
2 State of California.

3 3. This Court has jurisdiction over Defendants because, upon information and
4 belief, Defendants are either residents of California, have minimum contacts in
5 California, or otherwise intentionally avail themselves of the protections of California so
6 as to render California's exercise of jurisdiction over Defendants consistent with
7 traditional notions of fair play and substantial justice. This case is a law enforcement
8 action under the California Labor Code Private Attorneys General Act ("PAGA") seeking
9 unpaid wages, continuing wages, damages, civil penalties, statutory penalties and
10 attorneys' fees and costs. Emergency Rule 9 as promulgated by the Judicial Council of
11 California provides: "Notwithstanding any other law, the statutes of limitations and
12 repose for civil causes of action that exceed 180 days are tolled from April 6, 2020, until
13 October 1, 2020." The Advisory Committee Comment notes that: "Emergency rule 9 is
14 intended to apply broadly to toll any statute of limitations on the filing of a pleading in
15 court asserting a civil cause of action. The term "civil causes of action" includes special
16 proceedings. (See Code Civ. Proc., §§ 312, 363 ["action," as used in title 2 of the code
17 (Of the Time of Commencing Civil Actions), is construed "as including a special
18 proceeding of a civil nature"). . . . The rule also applies to statutes of limitations on filing
19 of causes of action in court found in codes other than the Code of Civil Procedure."

20 ***PARTIES AND SUBSTANTIVE ALLEGATIONS***

21 4. Plaintiff Mario Ernesto Gil Canas is an individual who during the time
22 periods relevant to this Complaint, was and is a resident of the County of Los Angeles,
23 State of California. Plaintiff brings this action on behalf of himself, on a representative
24 basis on behalf of the LWDA and the State of California, on behalf of all others similarly
25 situated, and pursuant to California Business and Professions Code section 17200 *et seq.*

26 5. Plaintiff is informed and believes, and based thereon alleges, that
27 Defendant ABM Industry Groups, LLC ("ABM") is a company that conducts significant
28 amounts of business within Los Angeles County. ABM touts itself as a leading provider

1 of integrated facility solutions. Among the services it provides, ABM offers parking
2 valet and transportation and janitorial contractor services to clients across the United
3 States, including throughout California. ABM is a Delaware Limited Liability Company
4 with its headquarters in Sugar Land, Texas. ABM is authorized to do and does business
5 in California. Plaintiff is informed and believes, and based thereon allege that ABM is a
6 temporary services employer as defined by Cal. Lab. Code § 201.3, which statute
7 provides, in part:

8 (a) For purposes of this section, the following definitions apply:

9 (1) “Temporary services employer” means an employing unit that contracts
10 with clients or customers to supply workers to perform services for the
11 clients or customers and that performs all of the following functions:

12 (A) Negotiates with clients and customers for matters such as the time and
13 place where the services are to be provided, the type of work, the working
14 conditions, and the quality and price of the services.

15 (B) Determines assignments or reassignments of workers, even if workers
16 retain the right to refuse specific assignments.

17 (C) Retains the authority to assign or reassign a worker to another client or
18 customer when the worker is determined unacceptable by a specific client or
19 customer.

20 (D) Assigns or reassigns workers to perform services for clients or
21 customers.

22 (E) Sets the rate of pay of workers, whether or not through negotiation.

23 (F) Pays workers from its own account or accounts.

24 (G) Retains the right to hire and terminate workers.

25 Cal. Lab. Code § 201.3(a)(1)(A)-(G). As a temporary services employer, Defendant
26 contracts with clients or customers to supply workers to perform services.

27 6. Defendant and/or its affiliates have been repeatedly charged with PAGA
28 violations, commencing soon after the statute became effective. E.g., Augustus v.

1 American Commercial Security Services, Inc. (L.A.Super.Ct., 2006, No. BC347914)
2 (settled for up to \$2,500,000, including civil penalties of \$730,000). Accordingly, it is
3 appropriate to draw an inference that Defendant's conduct as described herein is
4 intentional, resulting in part from a continuing practice of devoting insufficient resources
5 to the payroll accounting and related human resources and compliance functions.

6 7. The true names and/or capacities, whether individual, corporate, associate or
7 otherwise, of defendants Does 1 to 10 inclusive, are unknown to Plaintiff at this time,
8 who therefore sues said defendants by such fictitious names. When the true names and
9 capacities of said defendants have been ascertained, Plaintiff will amend this complaint
10 accordingly. Plaintiff is informed and believes and thereupon alleges that each defendant
11 designated herein as a Doe is responsible, negligently, intentionally, contractually, or in
12 some other actionable manner, for the events and happenings hereinafter referred to, and
13 caused injuries and damages proximately thereby to Plaintiff as is hereinafter alleged,
14 either through said defendants' own wrongful conduct or through the conduct of their
15 agents, servants, employees, representatives, officers or attorneys, or in some other
16 manner.

17 **GENERAL ALLEGATIONS**

18 8. Beginning on or about December 27, 2018 until on or about November 15,
19 2019, Plaintiff was employed by ABM as a parking attendant in various locations in Los
20 Angeles County.

21 9. Plaintiff contends that Defendant failed to provide him and other Aggrieved
22 Employees with adequate pay stubs. In this regard, section 226 of the California Labor
23 Code provides:

24 (a) Every employer shall, semimonthly or at the time of each
25 payment of wages, furnish each of his or her employees, either as a
26 detachable part of the check, draft, or voucher paying the employee's wages,
27 or separately when wages are paid by personal check or cash, an itemized
28 statement in writing showing (1) gross wages earned, (2) total hours worked

1 by the employee, except for any employee whose compensation is solely
2 based on a salary and who is exempt from payment of overtime under
3 subdivision (a) of Section 515 or any applicable order of the Industrial
4 Welfare Commission, (3) the number of piece-rate units earned and any
5 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
7 employee may be aggregated and shown as one item, (5) net wages earned,
8 (6) the inclusive dates of the period for which the employee is paid, (7) the
9 name of the employee and his or her social security number, (8) the name
10 and address of the legal entity that is the employer, and (9) all applicable
11 hourly rates in effect during the pay period and the corresponding number of
12 hours worked at each hourly rate by the employee and . . . if the employer is
13 a temporary services employer as defined in Section 201.3, the rate of pay
14 and the total hours worked for each temporary services assignment. The
15 deductions made from payments of wages shall be recorded in ink or other
16 indelible form, properly dated, showing the month, day, and year, and a copy
17 of the statement or a record of the deductions shall be kept on file by the
18 employer for at least three years at the place of employment or at a central
19 location within the State of California.

20

21 (e) An employee suffering injury as a result of a knowing and
22 intentional failure by an employer to comply with subdivision (a) is entitled
23 to recover the greater of all actual damages or fifty dollars (\$50) for the
24 initial pay period in which a violation occurs and one hundred dollars (\$100)
25 per employee for each violation in a subsequent pay period, not exceeding
26 an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an
27 award of costs and reasonable attorney's fees.

28 Cal. Lab. Code § 226.

1 10. On information and belief, Plaintiff contend that Defendant failed to
2 provide Plaintiff and Aggrieved Employees with the data required by section 226 of the
3 California Labor Code. ABM's failure to provide the correct information on wage
4 statements has caused confusion and harm to Plaintiff by, among other things making it
5 impossible for Plaintiff to determine whether or not he has been paid correctly. Further,
6 although ABM is a temporary service provider. Wage statements issued to Plaintiff show
7 that ABM's wage statements fail to provide the rate of pay and total hours worked for
8 each temporary services assignment. In addition to subjecting ABM to the damages
9 specified in section 226(e), ABM's failure to provide such information to Plaintiff and
10 Aggrieved Employees subjects it to civil penalties. See Cal. Lab. Code §§ 226.3, 2698 *et*
11 *seq.*

12 11. At all times relevant herein, sections 226 (b), (c), and (f) of the California
13 Labor Code further provided in part:

14 (b) An employer that is required by this code or any regulation adopted pursuant to
15 this code to keep the information required by subdivision (a) shall afford current
16 and former employees the right to inspect or copy records pertaining to their
17 employment, upon reasonable request to the employer.

18 ...

19 (c) An employer who receives a written or oral request to inspect or copy records
20 pursuant to subdivision (b) pertaining to a current or former employee shall
21 comply with the request as soon as practicable, but no later than 21 calendar days
22 from the date of the request.

23 ...

24 (f) A failure by an employer to permit a current or former employee to inspect or
25 copy records within the time set forth in subdivision (c) entitles the current or
26 former employee or the Labor Commissioner to recover a seven-hundred-fifty-
27 dollar (\$750) penalty from the employer.

28 12. At all times relevant herein, section 432 of the California Labor Code

1 provided that: "If an employee or applicant signs any instrument relating to the obtaining
2 or holding of employment, he shall be given a copy of the instrument upon request." Cal.
3 Lab. Code § 432.

4 13. At all times relevant herein, section 1198.5 of the California Labor Code
5 provided in part:

6 (a) Every current and former employee, or his or her representative, has the right to
7 inspect and receive a copy of the personnel records that the employer maintains
8 relating to the employee's performance or to any grievance concerning the
9 employee.

10 (b) (1) The employer shall make the contents of those personnel records available
11 for inspection to the current or former employee, or his or her representative, at
12 reasonable intervals and at reasonable times, but not later than 30 calendar days
13 from the date the employer receives a written request . . .

14 14. On November 12, 2019 Plaintiff requested his employment records from
15 Defendant pursuant to sections 226(c), 432 and 1198.5. However, Defendant failed to
16 provide complete records within the time period required by statute.

17 15. On information and belief, Plaintiff contends that Defendant failed to
18 provide Plaintiff and Aggrieved Employees with payment of the required minimum
19 wage. For instance, Plaintiff was required to attend a new-hire training session for which
20 he has never received any compensation. Plaintiff, as well as other Aggrieved
21 Employees were required to attend new-hire training sessions, without pay. At these
22 unpaid sessions, held for the benefit of ABM, the new employees was required, *inter alia*,
23 to review the rules set forth in the Employee Handbook, review employer policies dealing
24 with all manner of matters that the employers had to communicate to the new employees,
25 payroll procedures, safety procedures and more. Plaintiff and Aggrieved Employees
26 performed this work without any compensation at all by Defendant.

27 16. At all relevant times mentioned herein, section 204 of the California Labor
28 Code provided, in relevant part:

1 All wages, other than those mentioned in Section 201, 202, 204.1, or 204.2,
2 earned by any person in any employment are due and payable twice during
3 each calendar month, on days designated in advance by the employer as the
4 regular paydays. Labor performed between the 1st and 15th days, inclusive,
5 of any calendar month shall be paid for between the 16th and the 26th day of
6 the month during which the labor was performed, and labor performed
7 between the 16th and the last day, inclusive, of any calendar month, shall be
8 paid for between the 1st and 10th day of the following month.

9 Cal. Lab. Code § 204.

10 17. To date, Defendant has failed to compensate Plaintiff and Aggrieved
11 Employees for all of their earned wages in accordance with the California Labor Code.

12 18. Plaintiff also contends that Defendant failed to put certain monies in
13 segregated, interest bearing accounts and accordingly unlawfully deducted uniform
14 deposits from his paycheck and the paychecks of other Aggrieved Employees, all in
15 violation of California Labor Code section 221 and otherwise as hereinafter described. In
16 addition to subjecting ABM to damages, ABM's unlawful deductions subject it to civil
17 penalties. See Cal. Lab. Code § 225.5.

18 19. Defendant is liable to Plaintiff and former employees for continuing wages
19 pursuant to sections 201 through 203 of the Labor Code. Section 201 of the Labor Code
20 states that, "[i]f an employer discharges an employee, the wages earned and unpaid at the
21 time of discharge are due and payable immediately." Cal. Lab. Code § 201(a). Similarly,
22 section 202 of the Labor Code provides that, "[i]f an employee . . . quits his or her
23 employment, his or her wages shall become due and payable not later than 72 hours
24 thereafter, unless the employee has given 72 hours previous notice of his or her intention
25 to quit, in which case the employee is entitled to his or her wages at the time of quitting."
26 Id. § 202(a). According to section 203 of the Labor Code, "[i]f an employer willfully
27 fails to pay, without abatement or reduction, in accordance with Sections 201[or] 202. . .
28 any wages of an employee who is discharged or who quits, the wages of the employee

1 shall continue as a penalty from the due date thereof at the same rate until paid or until an
2 action therefor is commenced; but the wages shall not continue for more than 30 days.”
3 Id. § 203(a). In addition to subjecting Defendant to damages or penalties, Defendant’s
4 failure to timely pay all outstanding wages upon the termination of employment subjects
5 it to civil penalties. See Cal. Lab. Code § 2698 *et seq.* Defendant did not pay all wages
6 due and owing to Plaintiff within the statutorily required time period.

7 20. Further, Defendant’s sick pay policy violates sections 233 and 234 of the
8 Labor Code. Section 233 of the California Labor Code states:

9 a) Any employer who provides sick leave for employees shall permit an
10 employee to use in any calendar year the employee’s accrued and available
11 sick leave entitlement, in an amount not less than the sick leave that would
12 be accrued during six months at the employee’s then current rate of
13 entitlement, for the reasons specified in subdivision (a) of Section 246.5.

14 This section does not extend the maximum period of leave to which an
15 employee is entitled under Section 12945.2 of the Government Code or
16 under the federal Family and Medical Leave Act of 1993 (29 U.S.C. Sec.
17 2601 *et seq.*), regardless of whether the employee receives sick leave
18 compensation during that leave.

19 . . .

20 (c) An employer shall not deny an employee the right to use sick leave or
21 discharge, threaten to discharge, demote, suspend, or in any manner
22 discriminate against an employee for using, or attempting to exercise the
23 right to use, sick leave to attend to an illness or the preventive care of a
24 family member, or for any other reason specified in subdivision (a) of
25 Section 246.5.

26 (d) Any employee aggrieved by a violation of this section shall be entitled to
27 reinstatement and actual damages or one day’s pay, whichever is greater,
28 and to appropriate equitable relief.

1 Cal. Lab. Code § 233. Section 234 of the Labor Code states:

2 An employer absence control policy that counts sick leave taken pursuant to
3 Section 233 as an absence that may lead to or result in discipline, discharge,
4 demotion, or suspension is a per se violation of Section 233. An employee
5 working under this policy is entitled to appropriate legal and equitable relief
6 pursuant to Section 233.

7 Cal. Lab. Code § 234. Defendant's sick leave policy, which *inter alia* does not include
8 leave for care of grandchildren or grandparents, as referenced in Code section 245.5, is in
9 violation of sections 233 and 234 of the Labor Code, a violation which gives rise to
10 PAGA civil penalties.

11 21. Plaintiff and Aggrieved Employees were injured by such actions and are
12 therefore entitled to seek the amounts as set forth in Labor Code section 226 subsections
13 (e)–(f), and penalties pursuant to Cal. Lab. Code § 558. Present section 558.1 of the
14 California Labor Code in part provides:

15 (a) Any employer or other person acting on behalf of an employer, who
16 violates, or causes to be violated, any provision regulating minimum wages
17 or hours and days of work in any order of the Industrial Welfare
18 Commission, or violates, or causes to be violated, Sections 203, 226, 226.7,
19 1193.6, 1194, or 2802, may be held liable as the employer for such violation.

20 (b) For purposes of this section, the term “other person acting on behalf of
21 an employer” is limited to a natural person who is an owner, director,
22 officer, or managing agent of the employer, and the term “managing agent”
23 has the same meaning as in subdivision (b) of Section 3294 of the Civil
24 Code.

25 22. At all times relevant hereto, section 1194 of the California Labor Code
26 required (1) the payment of at least the minimum wage. At all relevant times mentioned
27 herein, California Labor Code section 1194 provided, in relevant part:

28 Notwithstanding any agreement to work for a lesser wage, any employee

1 receiving less than the legal minimum wage or the legal overtime
2 compensation applicable to the employee is entitled to recover in a civil
3 action the unpaid balance of the full amount of this minimum wage or
4 overtime compensation, including interest thereon, reasonable attorney's
5 fees, and costs of suit.

6 Cal. Lab. Code § 1194(a).

7 23. At all relevant times mentioned herein, section 1198 of the California
8 Labor Code provided:

9 The maximum hours of work and the standard conditions of labor fixed by
10 the commission shall be the maximum hours of work and the standard
11 conditions of labor for employees. The employment of any employee for
12 longer hours than those fixed by the order or under conditions of labor
13 prohibited by the order is unlawful.

14 Cal. Lab. Code § 1198. Section 1198 refers to “conditions of labor prohibited by the
15 order [of the IWC]” and therefore incorporates by reference IWC Wage Order
16 Number 16. To date, Plaintiff has not been paid for all of the hours he worked for
17 Defendant. By failing to pay Plaintiff for all of his hours of work, Defendant violated
18 section 1198 by employing Plaintiff “under conditions of labor prohibited by the order.”
19 Cal. Lab. Code § 1198.

20 24. At all relevant times mentioned herein, section 1194 of the California Labor
21 Code provided, in relevant part:

22 Notwithstanding any agreement to work for a lesser wage, any employee
23 receiving less than the legal minimum wage or the legal overtime
24 compensation applicable to the employee is entitled to recover in a civil
25 action the unpaid balance of the full amount of this minimum wage or
26 overtime compensation, including interest thereon, reasonable attorney's
27 fees, and costs of suit.

28 Id. § 1194(a).

1 25. Plaintiff is informed and believes, and based thereon allege, that Defendant's
2 labor practices and all other aspects of its operations, as well as the job duties of
3 Aggrieved Employees, are stringently controlled and monitored pursuant to uniform
4 standards established by Defendant that apply throughout the company and certainly
5 throughout California. Plaintiff is informed and believes, and based thereon alleges, that
6 Defendant requires compliance with detailed standards for completing assigned tasks and
7 running its operations. As a result, Plaintiff and Defendant's Aggrieved Employees in
8 California have been subject to uniform policies with respect to the violations alleged
9 herein and cause Aggrieved Employees to be similarly situated regardless of location and
10 position.

11 26. Plaintiff is further informed and believes that Defendant uniformly applies
12 policies and procedures to all Aggrieved Employees with respect to the maintenance of
13 employment records. As a direct and proximate result of the unlawful actions of
14 Defendant, as alleged herein above and below, Plaintiff and Aggrieved Employees have
15 suffered and continue to suffer damages.

16 27. Section 2699 of the California Labor Code, the Labor Code Private
17 Attorneys General Act of 2004, provides in subpart (a) and subparts (f) through (g):

18 (a) Notwithstanding any other provision of law, any provision of this code
19 that provides for a civil penalty to be assessed and collected by the Labor
20 and Workforce Development Agency or any of its departments, divisions,
21 boards, agencies or employees, for a violation of this code, may, as an
22 alternative, be recovered through a civil action brought by an aggrieved
23 employee on behalf of himself or herself and other current or former
24 employees.

25

26 (f) For all provisions of this code except those for which a civil penalty is
27 specifically provided, there is established a civil penalty for a violation of
28 these provisions, as follows . . . (2) If, at the time of the alleged violation, the

1 person employs one or more employees, the civil penalty is one hundred
2 dollars (\$100) for each aggrieved employee per pay period for the initial
3 violation and two hundred dollars (\$200) for each aggrieved employee per
4 pay period for each subsequent violation.

5

6 (g) Except as provided in paragraph (2), an aggrieved employee may recover
7 the civil penalty described in subdivision (f) in a civil action pursuant to the
8 procedures specified in Section 2699.3 filed on behalf of himself or herself
9 and other current or former employees against whom one or more of the
10 alleged violations was committed. Any employee who prevails in any action
11 shall be entitled to an award of reasonable attorney's fees and costs. Nothing
12 in this part shall operate to limit an employee's right to pursue or recover
13 other remedies available under state or federal law, either separately or
14 concurrently with an action taken under this part.

15 Cal. Lab. Code § 2699.

16 28. At all times relevant herein, section 226.3 of the California Labor Code
17 provided, in relevant part:

18 Any employer who violates subdivision (a) of Section 226 shall be subject
19 to a civil penalty in the amount of two hundred fifty dollars (\$ 250) per
20 employee per violation in an initial citation and one thousand dollars (\$
21 1,000) per employee for each violation in a subsequent citation, for which
22 the employer fails to provide the employee a wage deduction statement or
23 fails to keep the records required in subdivision (a) of Section 226. The civil
24 penalties provided for in this section are in addition to any other penalty
25 provided by law.

26 Cal. Lab. Code § 226.3.

27 29. At all times relevant herein, section 210 of the California Labor Code
28 provided, in relevant part:

1 (a) In addition to, and entirely independent and apart from, any other
2 penalty provided in this article, every person who fails to pay the wages of
3 each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 205,
4 205.5, and 1197.5, shall be subject to a civil penalty as follows:

5 (1) For any initial violation, one hundred dollars (\$100) for each failure to
6 pay each employee.

7 (2) For each subsequent violation, or any willful or intentional violation,
8 two hundred dollars (\$200) for each failure to pay each employee, plus 25
9 percent of the amount unlawfully withheld.

10 Cal. Lab. Code § 210.

11 30. At all times relevant herein, section 558 of the California Labor Code
12 provided, in relevant part:

13 (a) Any employer or other person acting on behalf of an employer who
14 violates, or causes to be violated, a section of this chapter or any provision
15 regulating hours and days of work in any order of the Industrial Welfare
16 Commission shall be subject to a civil penalty as follows:

17 (1) For any initial violation, fifty dollars (\$50) for each underpaid
18 employee for each pay period for which the employee was underpaid in
19 addition to an amount sufficient to recover underpaid wages.

20 (2) For each subsequent violation, one hundred dollars (\$100) for each
21 underpaid employee for each pay period for which the employee was
22 underpaid in addition to an amount sufficient to recover underpaid wages.

23 (3) Wages recovered pursuant to this section shall be paid to the affected
24 employee.

25

26 (c) The civil penalties provided for in this section are in addition to any
27 other civil or criminal penalty provided by law.

28 Cal. Lab. Code § 558.

1 31. At all times relevant herein, section 1197.1 of the California Labor Code
2 provided, in relevant part:

3 (a) Any employer or other person acting either individually or as an officer,
4 agent, or employee of another person, who pays or causes to be paid to any
5 employee a wage less than the minimum fixed by an order of the
6 commission shall be subject to a civil penalty as follows:

7 (1) For any initial violation that is intentionally committed, one hundred
8 dollars (\$100) for each underpaid employee for each pay period for which
9 the employee is underpaid.

10 (2) For each subsequent violation for the same specific offense, two
11 hundred fifty dollars (\$250) for each underpaid employee for each pay
12 period for which the employee is underpaid regardless of whether the initial
13 violation is intentionally committed.

14 Cal. Lab. Code § 1197.1.

15 32. The Wage Order also provides for civil penalties with respect to
16 violations of the Wage Order.

17 33. ***Unfair Competition.*** Through the violations described in this Complaint,
18 Defendant has gained a decided advantage over competitors that abide by California's
19 laws relating to wage statements, timely payment of final wages, and minimum wage and
20 overtime laws. Defendant's unlawful practices constitute unfair competition. Section
21 17200 *et seq.* of the California Business and Professions Code prohibits such unfair
22 competition.

23 34. Plaintiff and other workers were not paid at least the minimum wage for all
24 hours worked pursuant to the relevant minimum wage requirements. Accordingly,
25 Plaintiff and other workers are entitled to payment of civil penalties.

26 35. Defendant, as to Plaintiff and other workers who were issued Wage
27 Statements, also failed to accurately provide the data required by section 226(a) of the
28 California Labor Code and, accordingly, Defendant's failure to provide such data entitles

1 Plaintiff and each Aggrieved Employee to civil penalties, along with the LWDA. As a
2 Temporary Services Employer within the meaning of Labor Code section 201.3,
3 Defendant is required to show on employee wage statements, “the rate of pay and the
4 total hours worked for each temporary services assignment.” Cal. Lab. Code § 226(a)(9).
5 The failure to provide Plaintiff and others with the required data, caused Plaintiff and
6 others injury by depriving them of information to which they were legally entitled.
7 Despite the requirements of the statute, it is not possible for the employee “from the wage
8 statement alone” to ascertain “(i) The amount of the gross wages or net wages paid to the
9 employee during the pay period or any of the other information required to be provided
10 on the itemized wage statement pursuant to items (2) to (4), inclusive, (6), and (9) of
11 subdivision (a).” Cal. Lab. Code §226(e)(2)(B).

12 36. Defendant failed to provide a compliant sick leave policy pursuant to the
13 California Labor Code, the policy, inter alia, excluding grandparents and grandchildren
14 from the status of family members. This entitles Plaintiff and Aggrieved Employees to
15 damages, including interest thereon, and they request such relief as well as civil penalties.

16 37. Defendant’s failure to make payments within the time provided by sections
17 201, 201.3, or 202 of the California Labor Code has been and is “willful” within the
18 meaning of section 203 of the California Labor Code and, accordingly, Plaintiff and
19 others who quit or was discharged and was not paid in accordance with the law is entitled
20 to the continuing wages for which provision is made by section 203 of the California
21 Labor Code.

22 38. The disposition of the claims will provide substantial benefits to both the
23 parties and the Court.

24 39. The identity of the Aggrieved Employees is readily ascertainable through an
25 examination of the records that Defendant is required by law to keep. Likewise, the
26 dollar amount owed to each Aggrieved Employee is readily ascertainable by an
27 examination of those same records.
28

1 40. The provisions of the California Labor Code upon which Plaintiff bases his
2 claims are broadly remedial in nature. These laws and labor standards serve an important
3 public interest in establishing minimum working conditions and standards in California.
4 These laws and labor standards protect the average working employee from exploitation
5 by employers who may seek to take advantage of superior economic and bargaining
6 power in setting onerous terms and conditions on employment.

7 41. The nature of this action and the laws available to Plaintiff and Aggrieved
8 Employees make this case a particularly efficient and appropriate procedure to redress the
9 wrongs alleged herein. Further, this case involves a large corporate defendant and a large
10 number of individual employees with many relatively small claims. If each employee
11 were required to file an individual lawsuit, ABM would necessarily gain an
12 unconscionable advantage because it would be able to exploit and overwhelm the limited
13 resources of each individual plaintiff with its vastly superior legal and financial
14 resources.

15 42. Requiring each to pursue an individual remedy would also discourage the
16 assertion of lawful claims by employees who would be disinclined to file an action
17 against their former and/or current employer for real and justifiable fear of retaliation and
18 permanent damage to their careers with respect to subsequent employment.

19 43. Moreover, the prosecution of separate actions by individual Aggrieved
20 Employees would create a substantial risk of inconsistent or varying adjudications with
21 respect to individual Aggrieved Employees against the Defendant.

22 44. There is a well-defined community of interest in the questions of law and
23 fact involved affecting the parties to be represented. The questions of law and fact
24 common predominate over questions that may impact individual Aggrieved Employees.
25 These common questions include but are not limited to, the following:

26 (a) Whether Defendant's practice of deducting uniform deposits from the
27 paychecks of employees and failing to hold those funds in a segregated, interest bearing
28 account is unlawful;

1 (b) Whether Defendant failed to pay minimum wage under California Labor Code
2 § 1194(a);

3 (c) Whether Defendant utilized and enforced a sick leave policy that violated
4 Labor Code sections 233 and 234;

5 (d) Whether Defendant failed to provide employees with adequate paystubs in
6 accordance with California Labor Code § 226(a);

7 (e) Whether Defendant failed to timely provide quitting or terminated employees
8 their final wages;

9 (f) Whether Defendant's conduct constituted an illegal, unfair, or deceptive
10 business practice;

11 (g) Whether Plaintiff and Aggrieved Employees are entitled to relief.

12 45. Proof of a common business practice or factual pattern that Plaintiff
13 experienced is representative of that experienced by the Aggrieved Employees.

14 46. Such a pattern, practice, and uniform administration of illegal corporate
15 policies with respect to employee compensation, as described herein, creates an
16 entitlement in common for Plaintiff and Aggrieved Employees to recover in a civil action
17 including reasonable attorney's fees, and costs of suit according to the mandate of the
18 California Labor Code.

19 47. Plaintiff asserts claims that are typical of those of the Aggrieved Employees
20 because they were employed by ABM in California, they were subjected to ABM's
21 uniform policies and procedures, and they were similarly injured as a result of ABM's
22 actions.

23 48. Plaintiff will fairly and adequately represent and protect the interests of the
24 Aggrieved Employees in that they have no disabling conflicts of interest that would be
25 antagonistic to them. Moreover, Plaintiff seeks relief that is not antagonistic or adverse
26 to the Aggrieved Employees in that the infringement of their rights and the damages that
27 they suffered are typical of all other Aggrieved Employees. Additionally,
28 Plaintiff has retained counsel who are competent and experienced in PAGA litigation.

1 49. Plaintiff and Aggrieved Employees have all similarly suffered irreparable
2 harm and damages as a result of Defendant's unlawful and wrongful conduct. This
3 action will provide substantial benefits to both the Aggrieved Employees and the public
4 because, absent this action, Defendant's unlawful conduct will continue un-remedied and
5 uncorrected.

6 50. On or about May 13, 2020, Plaintiff gave written notice by certified mail and
7 online filing of Defendant's violations of various provisions of the California Labor Code
8 as alleged in this Complaint to the Labor and Workforce Development Agency
9 ("LWDA") and Defendant.

10 51. More than sixty-five days have passed from the date of Plaintiff's notice to
11 the LWDA and Plaintiff has not been notified by the LWDA that it intends to investigate
12 Plaintiff's allegations. Therefore, pursuant to section 2699.3(a)(2)(A), Plaintiff "may
13 commence a civil action pursuant to Section 2699." Cal. Lab. Code § 2699.3(a)(2)(A).

14 52. Plaintiff is informed and believes and thereon alleges that Defendant has
15 routinely failed to provide Plaintiff and other Aggrieved Employees with the prompt
16 payment of wages and vacation pay upon termination of employment, reporting time pay,
17 and proper itemized wage statements.

18 53. Plaintiff alleges that Defendant violated PAGA in the following ways: (1)
19 failing to timely pay all wages, including minimum wages in violation of Labor Code §§
20 201, 202, 203, 204 and 1194; (2) willfully failing to provide Aggrieved Employees with
21 proper itemized wage statements in violation of Labor Code § 226(a); (3) failing to
22 timely and properly respond to Labor Code section 226(b) and 1198.5 requests for
23 employment records; 4) failing to make security deposits pursuant to Cal. Lab. Code §§
24 403, 404 and 405; and 5) failing to provide a proper sick leave policy pursuant to Cal.
25 Lab. Code §§ 233 and 234. "PAGA actions can serve to *indirectly* enforce certain wage
26 order provisions by enforcing *statutes* that require compliance with wage orders (e.g., §
27 1198, which prohibits longer work hours than those fixed by wage order or employment
28 under conditions prohibited by a wage order)." Thurman v. Bayshore Transit Mgmt.,

1 Inc., 203 Cal. App. 4th 1112, 1132 (2012).

2 ***FIRST CLAIM FOR RELIEF***

3 *(Civil Penalties Pursuant to California Labor Code § 2698 et seq. Claim by Plaintiff and*
4 *Aggrieved Employees against Defendant ABM)*

5 54. Plaintiff repeat and re-allege the preceding paragraphs as if fully set forth
6 herein.

7 55. The applicable Wage Order provides, in part:

8 (C) A reasonable deposit may be required as security for the return of the
9 items furnished by the employer under provisions of subsections (A) and (B)
10 of this section upon issuance of a receipt to the employee for such deposit.

11 Such deposits shall be made pursuant to Section 400 and following of the
12 Labor Code or an employer with the prior written authorization of the

13 employee may deduct from the employee's last check the cost of an item
14 furnished pursuant to (A) and (B) above in the event said item is not

15 returned. No deduction shall be made at any time for normal wear and tear.

16 All items furnished by the employer shall be returned by the employee upon
17 completion of the job.

18 IWC Wage Order 9, ¶ 9(C). Defendant ABM's practice of taking uniform deductions
19 from Plaintiff and Aggrieved Employee's paychecks violates California Labor Code §
20 403, 404, and 405. Plaintiff is informed and believes and based thereon alleges that
21 Defendant ABM commingled the earned but unpaid wages of Plaintiff and the Aggrieved
22 Employees with other funds of ABM in violation of Labor Code § 405. ABM failed and
23 refused to pay interest to workers on the return of such deposits.

24 56. Defendant ABM's practices violate Labor Code §§ 403, 404 and 405 and
25 any associated penalties.

26 57. The California Labor Code requires employers to furnish each employee
27 with an itemized statement on a semi-monthly basis or with each paycheck showing the
28 gross wages earned, net wages earned, and all applicable deductions. See Cal. Lab. Code

1 § 226(a).

2 58. Defendant failed to timely provide Plaintiff and Aggrieved Employees
3 Members with wage statements conforming to the requirements of section 226(a) of the
4 California Labor Code. Despite the requirements of the statute, Defendant did not
5 provide accurate information to Plaintiff and/or Aggrieved Employees regarding the
6 wage rates, inclusive dates of the pay period and hours worked. It is not possible for
7 Plaintiff and/or others “from the wage statement alone” to ascertain information required
8 to be provided on the itemized wage statements pursuant to section 226(a). ABM’s
9 failure to provide the correct information on these wage statements has caused confusion
10 by making it impossible for Plaintiff or others to determine whether or not they have been
11 paid correctly. In addition, although ABM was a temporary services employer during the
12 time period relevant to this complaint, ABM failed to comply with the requirements of
13 Cal. Lab. Code § 226(a)(9) and provide “the rate of pay and the total hours worked for
14 each temporary services assignment.” Cal. Lab. Code § 226(a)(9).

15 59. Plaintiff and others were injured by Defendant’s failure to maintain and
16 provide adequate payroll records, and they are therefore entitled to seek the amounts set
17 forth in Labor Code section 226(e), including reasonable attorney’s fees and costs of suit.

18 60. Section 1197 of the Labor Code states:

19 The minimum wage for employees fixed by the commission or by any
20 applicable state or local law, is the minimum wage to be paid to employees,
21 and the payment of a lower wage than the minimum so fixed is unlawful.

22 This section does not change the applicability of local minimum wage laws
23 to any entity.

24 Labor Code § 1197.

25 61. Defendant, by failing to pay Plaintiff and Aggrieved Employees, at
26 least the minimum wage for all of their hours worked, as required by and in violation of
27 sections 1194 and 1197 of the California Labor Code.

28 62. Plaintiff and Aggrieved Employees are accordingly entitled to the payment

1 of civil penalties to each employee whose rights were violated and reasonable attorney's
2 fees and costs.

3 63. Section 203 of the Labor Code states that, "[i]f an employer willfully fails to
4 pay, without abatement or reduction, in accordance with Sections 201, . . . [or] 202, . . .
5 any wages of an employee who is discharged or who quits, the wages of the employee
6 shall continue as a penalty from the due date thereof at the same rate until paid or until an
7 action therefor is commenced; but the wages shall not continue for more than 30 days."
8 Cal. Lab. Code § 203(a). By failing to pay minimum wages as alleged above, as well as
9 by failing to provide Plaintiff and Aggrieved Employees their final paychecks within the
10 time specified by sections 201, 202 and 203 of the California Labor Code, Defendant has
11 willfully failed to pay all wages due and owing to those Aggrieved Employees who are
12 no longer employed by Defendant. For example, although Plaintiff was told by
13 Defendant's representative that his last day of work was November 15, 2019, he was not
14 provided his final paycheck on that day and only received a paycheck some days later.

15 64. Plaintiff and Former Employees are therefore entitled to seek the amounts
16 set forth in Labor Code section 203(e).

17 65. Pursuant to Labor Code section 226(b), an employer shall afford current and
18 former employees the right to inspect or copy the records pertaining to that current or
19 former employee, upon reasonable request to the employer.

20 66. Plaintiff requested that Defendant permit inspection or copying of his
21 employment records pursuant to Labor Code section 226(b). Defendant has failed to
22 provide Plaintiff with an opportunity to inspect or copy all of the required employment
23 records within 21 days of his request.

24 67. Pursuant to Labor Code Section 226(f), Plaintiff is entitled, and hereby seeks
25 to recover from Defendant a seven-hundred-fifty dollar (\$750) penalty for each violation,
26 reasonable attorney's fees, and the costs of bringing this cause of action.

27 68. Pursuant to Labor Code section 1198.5, an employer shall afford current and
28 former employees the right to inspect or copy the records pertaining to that current or

1 former employee, upon reasonable request to the employer.

2 69. Plaintiff has requested that Defendant permit inspection or copying of his
3 employment records pursuant to Labor Code section 1198.5. Defendant failed to provide
4 Plaintiff with complete records.

5 70. Pursuant to Labor Code Section 1198.5(k), Plaintiff is entitled, and hereby
6 seeks to recover from Defendant a seven-hundred-fifty dollar (\$750) penalty for each
7 violation, reasonable attorney's fees, and the costs of bringing this cause of action.

8 71. At all times relevant to this Complaint, Labor Code §§ 233, 234 were in full
9 force and effect and binding on Defendant. Under California law, for purposes of
10 compliance with sections 233 and 234 of the Code, a "family member" includes both a
11 grandparent and a grandchild. Code § 245.5 (c)(5) and (6). Under ABM's sick leave
12 policies, neither a grandparent nor a grandchild is deemed a covered "family member."
13 Maintaining such an illegal policy is a per se violation of Section 233. An employee
14 working under this policy is entitled to appropriate legal and equitable relief pursuant to
15 Section 233." Cal. Labor Code § 234.

16 72. Plaintiff is informed and believes, and thereon allege that the sick leave
17 policy of Defendant is unlawful under of the California Labor Code. Plaintiff and the
18 Aggrieved Employees are therefore entitled to the recovery of "actual damages or one
19 day's pay, whichever is greater, and to appropriate equitable relief." Cal. Lab. Code §
20 233, as well as an award of reasonable attorneys' fees.

21 73. California Business and Professions Code section 17200 *et seq.* prohibits
22 acts of unfair competition, including any "unlawful, unfair, or fraudulent business act or
23 practice." Cal. Bus. & Prof. Code § 17200. Plaintiff alleges that ABM has engaged in
24 unfair business practices in California by the above-described failure to pay minimum
25 wages to employees, failure to maintain accurate payroll records, failure to provide
26 adequate paystubs, failure to pay final wages to quitting and/or discharged employees and
27 through its unlawful deductions from employee paychecks and failure to keep those funds
28 in a segregated, interest-bearing account, and failure to provide a lawful sick pay policy.

1 74. ABM’s actions entitle Plaintiff and Aggrieved Employees to seek the
2 remedies available pursuant to section 17200 *et seq.* Plaintiff seeks full restitution of said
3 amounts from ABM, as necessary and according to proof, to restore any and all
4 amounts—including interest—withheld, acquired, or converted by ABM by means of the
5 unfair practices complained of herein. Plaintiff, on behalf of himself and other similarly
6 situated employees, as well as on behalf of the general public, further seek attorney’s fees
7 and costs pursuant to sections 218.5 of the California Labor Code and 1021.5 of the
8 California Code of Civil Procedure. In addition, Plaintiff seeks the appointment of a
9 receiver as necessary.

10 75. Plaintiff is an “aggrieved employee” under PAGA, as he were employed by
11 Defendant during the applicable statutory period and suffered one or more of the Labor
12 Code Violation set forth herein. Accordingly, he seeks to recover on behalf of himself,
13 the California Labor and Workforce Development Agency (“LWDA”) and all other
14 current and former Aggrieved Employees of Defendant, the civil penalties for which
15 provision is made by PAGA, as well as reasonable attorney’s fees and costs.

16 76. Pursuant to section 2699.3(a)(1) of the Labor Code, on or about May 6,
17 2020, Plaintiff gave written notice by online filing to the LWDA of the specific
18 provisions of the Labor Code alleged to have been violated, including the theories set
19 forth in this Complaint. Also on that day, Plaintiff gave written notice by certified mail
20 to Defendant of the specific provisions of the Labor Code alleged to have been violated
21 by Defendant.

22 77. Under PAGA, “[t]he agency shall notify the employer and the aggrieved
23 employee or representative by certified mail that it does not intend to investigate the
24 alleged violation within 60 calendar days of the postmark date of the notice received
25 pursuant to paragraph (1). Upon receipt of that notice or if no notice is provided within
26 65 calendar days of the postmark date of the notice given pursuant to paragraph (1), the
27 aggrieved employee may commence a civil action pursuant to Section 2699.” Cal. Lab.
28 Code § 2699.3(a)(2)(A). More than 65 calendar days have passed since PAGA notice

1 was sent by Plaintiff, and Plaintiff therefore may commence a civil action pursuant to
2 Section 2699.

3 78. Plaintiff seeks to recover the PAGA civil penalties through a representative
4 action permitted by PAGA and the California Supreme Court in Arias v. Superior Court,
5 46 Cal. 4th 969 (2009). Therefore, class certification of the PAGA claims is not required.

6 79. Plaintiff seeks civil penalties pursuant to PAGA for violations of the IWC
7 Wage Order and the following Labor Code provisions: sections 201, 202, 203, 204, 226,
8 233, 234, 403, 404, 405, 406, 1194, 1197, and 1198.5.

9 80. Plaintiff also specifically seeks civil penalties pursuant to PAGA for
10 violations of California Labor Code section 221. Said section prohibits Defendant ABM
11 from collecting any part of wages paid by the employer to the employee. Notwithstanding
12 the requirements of Labor Code § 221, Defendant ABM deducted amounts from Plaintiff
13 and Aggrieved Employees for the maintenance of their uniforms. Plaintiff is informed
14 and believes, and thereon alleges that the deductions made by Defendant ABM are an
15 unlawful attempt at passing on business loses and/or expenses to employees and
16 constitutes an unlawful collection of wages previously paid in violation of Labor Code §
17 221. Plaintiff and Aggrieved Employees are entitled to the recovery of all improper
18 deductions and civil penalties pursuant to Labor Code § 225.5.

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1 ***PRAYER FOR RELIEF***

2 **WHEREFORE**, Plaintiff pray for judgment as follows:

3 1. With respect to the first claim for relief, that the Court enter judgment in
4 favor of Plaintiff and the Aggrieved Employees for all civil penalties, reasonable
5 attorney's fees, and costs of suit, against Defendant ABM, all according to proof,
6 pursuant to section 2699 of the Labor Code, against Defendant ABM.

7 2. For such further relief as the Court may order, including reasonable
8 attorney's fees, costs of suit, and interest pursuant to sections 218.5 and 218.6 of the
9 California Labor Code, as well as section 1021.5 of the California Code of Civil
10 Procedure.

11
12 DATED: September 30, 2020

HARRIS & RUBLE

13 

14 Alan Harris

15 *Attorneys for Plaintiffs*
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Exhibit J

HARRIS & RUBLE

ATTORNEYS AND COUNSELORS AT LAW

SOUTHERN CALIFORNIA OFFICE:

655 NORTH CENTRAL AVE 17th FL
GLENDALE CA 91203
TELEPHONE: 323.962.3777
FAX: 323.962.3004
www.harrisandruble.com

ALAN HARRIS
MARCELLA RUBLE*

PRIYA MOHAN
DAVID GARRETT
MIN JI GAL
LIN ZHAN

*RETIRED

NORTHERN CALIFORNIA OFFICE:

116 E. BLITHEDALE AVE SUITE 2
MILL VALLEY, CA 94941
TELEPHONE: 312.543.0967
FAX: 323.962.3004

SUBMITTED ONLINE

May 13, 2020

California Labor & Workforce Development Agency

Re: *Mario Ernesto Gil Canas v. ABM Industry Groups, LLC.*,

To whom it may concern:

Pursuant to the applicable provisions of the California Labor Code Private Attorneys General Act, Mario Ernesto Gil Canas, ("Plaintiff"), hereby alleges with respect to his employment with ABM Industry Groups, LLC, ("Defendant"), that Defendant violated provisions of the California Labor Code. The facts and circumstances concerning the alleged violations are outlined in the attached draft complaint.

Please advise whether you will proceed with an investigation of this matter or whether Plaintiff may seek a civil-penalty recovery for the alleged violations under the Labor Code Private Attorneys General Act through their private counsel.

Very truly yours,


Alan Harris
Enclosures

Cc: (Via Certified Mail) ABM Industry Groups, LLC, c/o C.T. Corporation System, 818 West Seventh Street Suite 930, Los Angeles, CA 90017; (Via Certified Mail and E-Mail) ABM Industry Groups, LLC, Laura Fleming, Payne & Fears LLP, 4 Park Plaza, Irvine, CA 92614

Exhibit K

1 Alan Harris (SBN 146079)
2 Priya Mohan (SBN 228984)
3 HARRIS & RUBLE
4 655 North Central Ave.
5 Glendale, California 91203
6 Telephone: (323) 962-3777
7 Facsimile: (323) 962-3004
8 E-Mail: aharris@harrisandruble.com
9 pmohan@harrisandruble.com

10 Attorneys for Plaintiffs

11 [ADDITIONAL COUNSEL ON
12 FOLLOWING PAGE]

13 **UNITED STATES DISTRICT COURT**
14 **CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION**

15 ISABEL ARTIGA, GABRIEL
16 RODRIGUEZ, and JESSICA
17 SHEEHAN, individually and on behalf
18 of all others similarly situated,

19 Plaintiff,

20 v.

21 ABM INDUSTRY GROUPS, LLC, a
22 Delaware Limited Liability Company,
23 and DOE ONE through and including
24 DOE TEN,

25 Defendants.

26 ABM INDUSTRY GROUPS, LLC, a
27 Delaware Limited Liability Company

28 Counter-Claimant,

v.

I. ARTIGA, an individual, and ROES 1
through 10,

Counter-Defendants.

Case No. 2:19-cv-06735-GW-RAO
Hon. Judge George H. Wu

(Removed from Los Angeles Superior
Court, Case No. 19STCV19268)

**[PROPOSED] ORDER GRANTING
MOTION FOR FINAL APPROVAL
OF CLASS ACTION SETTLEMENT
AND MOTION FOR ATTORNEYS'
FEES, COSTS AND EXPENSES, AND
ENHANCEMENT AWARDS**

Action Filed: June 4, 2019
Trial Date: None Set

1 Daniel F. Fears, Bar No. 110573
2 Laura Fleming, Bar No. 219287
3 Robert T. Matsuishi, Bar No. 259182
4 PAYNE & FEARS LLP
5 Attorneys at Law
6 4 Park Plaza, Suite 1100
7 Irvine, California 92614
8 Telephone: (949) 851-1100
9 Facsimile: (949) 851-1212
10 E-Mail: dff@paynefears.com
11 lf@paynefears.com
12 rtm@paynefears.com
13
14 Attorneys for Defendant and Counter-
15 Claimant ABM INDUSTRY GROUPS,
16 LLC
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1 **[PROPOSED] ORDER**

2 This matter came before the Court for a hearing on the Motion for Final Approval
3 of the Class Action Settlement and Motion for Attorneys' Fees, Costs and Expenses, and
4 Enhancement Awards (collectively, the "Motions"). Due and adequate notice having been
5 given to Settlement Class Members as required by the Court's Preliminary Approval
6 Order, and the Court having reviewed the Motions, and determining that the settlement is
7 fair, adequate and reasonable, and otherwise being fully informed and **GOOD CAUSE**
8 appearing therefore, it is hereby **ORDERED AS FOLLOWS:**

9 1. For the reasons set forth in the Preliminary Approval Order, which are
10 adopted and incorporated herein by reference, this Court finds that the requirements of
11 Fed. R. Civ. P. 23 have been satisfied.

12 2. This Order hereby adopts and incorporates by reference the terms and
13 conditions of the Joint Stipulation re Class Action Settlement ("Settlement Agreement" or
14 "Settlement"), together with the definitions and terms used and contained therein.

15 3. The Court finds that it has jurisdiction over the subject matter of the action
16 and over all parties to the action, including all Settlement Class Members and PAGA
17 Settlement Group Members.

18 4. The Class Notice fully and accurately informed Settlement Class Members
19 of all material elements of the proposed settlement, advised Settlement Class Members of
20 their right to opt out or object; was the best notice practicable under the circumstances; was
21 valid, due, and sufficient notice to all Settlement Class Members; and complied fully with
22 Fed. R. Civ. P. 23 and due process. The Class Notice fairly and adequately described the
23 settlement and provided Settlement Class Members with adequate instructions and a
24 variety of means to obtain additional information. All Settlement Class Members who did
25 not timely and properly opt out of the settlement are bound by this Order.

26 5. The Court finds that ____ Settlement Class Members have objected to the
27 Settlement. ____ Settlement Class Members have requested exclusion from the Settlement.
28

1 Those individuals are identified in the list submitted in the Declaration of the Claims
2 Administrator, dated ____.

3 6. The Court has considered all relevant factors for determining the fairness of
4 the settlement and has concluded that all such factors weigh in favor of granting final
5 approval. In particular, the Court finds that the settlement was reached following
6 meaningful discovery and investigation conducted by PAGA / Class Counsel; that the
7 settlement is the result of serious, informed, adversarial, and arm's-length negotiations
8 between the Parties; and that the terms of the settlement are in all respects fair, adequate,
9 and reasonable.

10 7. In so finding, the Court has considered all evidence presented, including
11 evidence regarding the strength of Plaintiffs' case; the risk, expense, and complexity of the
12 claims presented; the likely duration of further litigation; the amount offered in settlement;
13 the extent of investigation and discovery completed; and the experience and views of
14 counsel. The Parties have provided the Court with sufficient information about the nature
15 and magnitude of the claims being settled, as well as the impediments to recovery, to make
16 an independent assessment of the reasonableness of the terms to which the Parties have
17 agreed.

18 8. Accordingly, the Court hereby approves the settlement as set forth in the
19 Settlement Agreement and expressly finds that the settlement is, in all respects, fair,
20 reasonable, adequate, and in the best interests of all Settlement Class Members and hereby
21 directs implementation of all remaining terms, conditions, and provisions of the Settlement
22 Agreement. The Court also finds that settlement now will avoid additional and potentially
23 substantial litigation costs, as well as delay and risks if the Parties were to continue to
24 litigate the case. Additionally, after considering the monetary recovery provided by the
25 settlement in light of the challenges posed by continued litigation, the Court concludes that
26 the settlement provides Settlement Class Members, PAGA Settlement Group Members,
27 and the LWDA with fair and adequate relief.

1 9. The Settlement Agreement is not an admission by Defendant or by any other
2 released party, nor is this Order a finding of the validity of any allegations or of any
3 wrongdoing by Defendant or any other released party. Neither this Order, the Settlement
4 Agreement, nor any document referred to herein, nor any action taken to carry out the
5 Settlement Agreement, may be construed as, or may be used as, an admission of any fault,
6 wrongdoing, omission, concession, or liability whatsoever by or against Defendant or any
7 of the other released parties.

8 10. Final approval shall be with respect to five subclasses:

- 9 a. New Hire Wage Subclass, defined as all current and former non-
10 exempt California employees of ABM and its predecessors, who were
11 hired during the period 10/14/15 to the Settlement End Date.
- 12 b. Wage Statement Subclass, defined as all current and former non-
13 exempt California employees of ABM from 10/14/18 to the
14 Settlement End Date.
- 15 c. Former Employee Uniform Deposit Subclass, defined as all
16 California employees of ABM and its predecessors, with uniform
17 deposits on file at the time of separation, who separated between June
18 4, 2015 and May 7, 2021.
- 19 d. Current Employee Uniform Deposit Subclass, defined as all
20 California employees of ABM, with uniform deposits on file, who
21 were active as of 5/7/21.
- 22 e. Supervisor Meal and Rest Break Subclass, defined as all current and
23 former non-exempt California employees of ABM, from 10/14/2015
24 to the Settlement End Date, whose job position included the title
25 “Manager,” “Supervisor,” “Lead,” or “Foreperson,” according to
26 ABM records.

27 The “Settlement Class Members” definition specifically excludes the approximately 100
28 ABM “Event Tech” employees who are the subject of the Romero-Abrego v. ABM

1 Industries, Inc., litigation pending in the San Mateo Superior Court, Case No. 20-CIV-
2 04089 (filed Sept. 22, 2020).

3 11. Plaintiffs Isabel Artiga, Jessica Sheehan, and Gabriel Rodriguez, Mario
4 Ernesto Gil Canas, Jaime Mendoza, and Lorenza Torres shall serve as the PAGA / Class
5 Representatives for Settlement Class Members and PAGA Settlement Group Members.

6 12. The Court finds that the attorneys at Harris & Ruble have the requisite
7 qualifications, experience, and skill to protect and advance the interests of the class. The
8 Court therefore finds that counsel satisfy the professional and ethical obligations attendant
9 to the position of PAGA / Class Counsel, and hereby appoints Harris & Ruble as counsel
10 for Settlement Class Members and PAGA Settlement Group Members.

11 13. All Settlement Class Members were given a full and fair opportunity to
12 participate in the Approval Hearing, and all such persons wishing to be heard have been
13 heard. All Settlement Class Members also have had a full and fair opportunity to exclude
14 themselves from the proposed settlement.

15 14. The terms of the Settlement Agreement and of the Court's Order shall be
16 forever binding on all Settlement Class Members who did not opt out, the PAGA
17 Settlement Group Members, and the State of California. Accordingly, this Order and
18 Judgment shall have the force and effect of res judicata as to each Settlement Class
19 Member, PAGA Settlement Group Member, and the State of California as described in the
20 Settlement Agreement.

21 15. The PAGA / Class Representatives, and all Settlement Class Members who
22 did not opt out, are barred from prosecuting against Defendant or any of the Released
23 Parties identified in the Settlement Agreement, any individual, representative, collective, or
24 class action claims which are released by the Settlement Agreement.

25 16. Likewise, the State of California and all PAGA Settlement Group Members
26 are barred from prosecuting any claims for civil penalties which are released by the
27 Settlement Agreement.

28 17. Except as set forth below, it is ordered that all claims asserted by Plaintiffs
are hereby dismissed with prejudice. Promptly after the Effective Date of the settlement
and in no event more than twelve court days thereafter, pursuant to the provisions of Rule

1 3.770 of the California Rules of Court, PAGA / Class Counsel is ordered to move for
2 dismissal with prejudice of the Canas Case.

3 18. The claims of _____ shall be dismissed without prejudice on the
4 date this Order becomes final. These are Settlement Class Members who opted out of this
5 settlement.

6 19. It is hereby ordered that the Settlement Administrator shall pay the
7 Settlement Class Members who submitted claims pursuant to the terms set forth in the
8 Settlement Agreement. All payments to Settlement Class Members shall be disbursed
9 pursuant to the terms of the Settlement Agreement. Payments for PAGA / Class Counsel's
10 attorneys' fees and costs, the Claims Administrator's fees and costs, Plaintiffs'
11 Enhancement Awards, and civil penalties under PAGA to the California Labor and
12 Workforce Development Agency shall be made in the amounts specified below.

13 20. Harris & Ruble is qualified to represent the Settlement Class Members, and
14 the Court confirms their appointment as PAGA / Class Counsel. PAGA / Class Counsel
15 has requested attorneys' fees in the amount of \$_____ and reimbursement of
16 incurred costs and expenses in the amount of \$_____. The Court hereby awards a
17 total of \$_____ in attorneys' fees, and \$_____ in costs and expenses, to
18 PAGA / Class Counsel. The Court finds that the requested award of attorneys' fees is
19 reasonable for a contingency fee in a class action such as this; *i.e.*, one-third of the
20 common fund created by the settlement. PAGA / Class Counsel has also established the
21 reasonableness of the requested award of attorneys' fees via their lodestar crosscheck, and
22 the Court finds that the rates, hours billed, and risk multiplier are fair and reasonable. The
23 attorneys' fees award and costs award shall be paid from the Total Settlement Amount.

24 21. The Court approves settlement administration costs and expenses in the
25 amount of \$_____ to CPT Group. All fees and actual costs for claims administration,
26 including related accounting costs shall be paid from the Total Settlement Amount.

27 22. Plaintiffs have requested Enhancement Awards in the amount of
28 \$_____ each to Isabel Artiga, Jessica Sheehan, and Gabriel Rodriguez, Mario
Ernesto Gil Canas, Jaime Mendoza, and Lorenza Torres. The Court hereby awards
Plaintiffs Enhancement Awards of \$_____ each to Isabel Artiga, Jessica

1 Sheehan, and Gabriel Rodriguez, Mario Ernesto Gil Canas, Jaime Mendoza, and Lorenza
2 Torres. The Enhancement Awards shall be paid from the Total Settlement Amount.

3 23. The settlement of civil penalties under PAGA in the amount of \$_____
4 [10% of the Net Settlement Amount, plus any residual after payments to Qualified
5 Claimants] is hereby approved. Seventy-Five Percent (75%), or \$_____, shall be paid
6 to the California Labor and Workforce Development Agency. The remaining Twenty-Five
7 Percent (25%), or \$_____, will be paid to PAGA Settlement Group Members as
8 described in the Settlement Agreement. The PAGA Allocation shall be paid from the Total
9 Settlement Amount.

10 24. Without affecting the finality of this Order in any way, the Court hereby
11 retains jurisdiction over the parties, including the Class, for the purpose of construing,
12 enforcing, and administering this Order, as well as the Settlement Agreement itself.

13 **IT IS SO ORDERED.**

14
15 Dated: _____

16 Hon. George H. Wu
17 U.S. District Court Judge

18 4834-4297-8038, v. 1
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Alan Harris (SBN 146079)
Priya Mohan (SBN 228984)
HARRIS & RUBLE
655 North Central Ave.
Glendale, California 91203
Telephone: (323) 962-3777
Facsimile: (323) 962-3004
E-Mail: aharris@harrisandruble.com
pmohan@harrisandruble.com
Attorneys for Plaintiffs

[ADDITIONAL COUNSEL ON
FOLLOWING PAGE]

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION

ISABEL ARTIGA, GABRIEL
RODRIGUEZ, and JESSICA
SHEEHAN, individually and on behalf
of all others similarly situated,

Plaintiff,

v.

ABM INDUSTRY GROUPS, LLC, a
Delaware Limited Liability Company,
and DOE ONE through and including
DOE TEN,

Defendants.

ABM INDUSTRY GROUPS, LLC, a
Delaware Limited Liability Company

Counter-Claimant,

v.

I. ARTIGA, an individual, and ROES 1
through 10,

Counter-Defendants.

Case No. 2:19-cv-06735-GW-RAO
Hon. Judge George H. Wu

(Removed from Los Angeles Superior
Court, Case No. 19STCV19268)

**[PROPOSED] JUDGMENT OF
FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

Action Filed: June 4, 2019
Trial Date: None Set

1 Daniel F. Fears, Bar No. 110573
2 Laura Fleming, Bar No. 219287
3 Robert T. Matsuishi, Bar No. 259182
4 PAYNE & FEARS LLP
5 Attorneys at Law
6 4 Park Plaza, Suite 1100
7 Irvine, California 92614
8 Telephone: (949) 851-1100
9 Facsimile: (949) 851-1212
10 E-Mail: dff@paynefears.com
11 lf@paynefears.com
12 rtm@paynefears.com
13
14 Attorneys for Defendant and Counter-
15 Claimant ABM INDUSTRY GROUPS,
16 LLC
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1 **[PROPOSED] JUDGMENT**

2 In accordance with the Order Granting Final Approval of Class-Action
3 Settlement (“Final Approval Order”) entered by the Court in this action, **IT IS**
4 **ORDERED** that:

5 1. The Settlement Class conditionally certified in the Preliminary Approval
6 Order is confirmed.

7 2. The claims of _____ [individuals who opted out of the
8 Settlement] shall be dismissed without prejudice on the date this Order becomes
9 final.

10 3. Judgment is hereby entered dismissing the above-captioned action
11 against Defendant on the merits and with prejudice and without the payment of fees
12 or costs other than as provided in the Settlement referred to in the Final Approval
13 Order.

14 4. Without affecting the finality of this Judgment in any way, the Court
15 hereby retains continuing jurisdiction over: (a) the implementation of the Settlement
16 as described in the Final Approval Order, (b) the payment of the amount of
17 reasonable attorney’s fees and costs to be awarded to Class Counsel as provided for
18 in the Settlement, and (c) all Parties hereto for the purpose of administering the
19 Settlement and enforcing the terms of this Judgment.

20 **IT IS SO ORDERED.**

21
22 Dated:_____

George H. Wu
U.S. District Court Judge

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25 4850-4322-8407, v. 1
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