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Attorneys for Plaintiffs MARIA E. GODOY and
MANUELA RODRIGUEZ on behalf of themselves
and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

MARIA E. GODOY and MANUELA
RODRIGUEZ and on behalf of themselves and
all others similarly situated

Plaintiffs,

vs.

SITE CREW, INC. a California limited liability
company and DOES 1 through 50, inclusive,

Defendants.

Case No.
ASSIGNED FOR ALL PURPOSES TO:
JUDGE:
DEPT:

CLASS ACTION COMPLAINT

- 1) Failure to pay Lawful Wages**
- 2) Failure to Provide Lawful Meal
Periods or Compensation in Lieu
Thereof**
- 3) Failure to Provide Lawful Rest
Periods or Compensation in Lieu
Thereof**
- 4) Failure to Reimburse Employee
Expenses**
- 5) Failure to Timely Pay Wages**
- 6) Knowing and Intentional Failure to
Comply With Itemized Employee
Wage Statement Provisions**
- 7) Violations of the Unfair Competition
Law**

JURY TRIAL DEMANDED

Named Plaintiffs allege as follows:

I.

INTRODUCTION

1. Plaintiffs Maria E. Godoy (“Godoy”) and Manuela Rodriguez (“Rodriguez”) (collectively “Plaintiffs”) assert the following Class Action claims, pursuant to Code of Civil Procedure section 382, against Defendant Site Crew, Inc. (“Site Crew”), and Does 1 through 50 inclusive, (collectively “Defendants”)

2. During the liability period, defined as the applicable statute of limitations for each and every cause of action contained herein, Defendants enforced shift schedules, employment policies and practices and/or workload requirements wherein Plaintiffs and Non-Exempt Employees were, amongst other statutory violations not paid all lawful wages owed; not provided compliant rest and meal periods; not provided accurate itemized wage statements; not reimbursed employee expenses, and not paid timely wages at termination.

3. Plaintiffs bring this class action on behalf of themselves and all similarly situated employees not classified as “Exempt” or primarily employed in executive, professional, or administrative capacities, employed by, or formerly employed by Defendants in California. (hereinafter referred to as “Non-Exempt Employees” and/or “Class Members”).

4. Plaintiffs on behalf of themselves and Class Members, bring this action pursuant to Labor Code sections 201, 202, 203, 226, 226.7, 512, 558, 1194, 1197, 1199 Title 8, Section 11050 and any other applicable Industrial Welfare Commission (“IWC”) Wage Orders, seeking unpaid lawful wages including minimum wage, unpaid rest and meal period compensation, penalties and other equitable relief, and reasonable attorneys’ fees and costs.

II.

VENUE

5. Venue as to each Defendant is proper in this judicial district pursuant to Code of Civil Procedure section 395. Defendant conducts substantial and continuous commercial activities in Orange County, California and each Defendant is within the jurisdiction of this

1 Court for service of process purposes. Defendants employ numerous Class Members in Orange
2 County, California.

3 **III.**

4 **PARTIES**

5 6. Plaintiffs are, and at all times mentioned in this complaint were, residents of
6 California.

7 7. On information and belief, Defendants were at all times mentioned herein
8 licensed and qualified to do business in California. On information and belief, Plaintiffs allege
9 that at all relevant times referenced herein Defendants did and continue to transact business
10 throughout California.

11 8. The true names and capacities of Defendants, whether individual, corporate,
12 associate, or otherwise, sued herein as DOES 1 through 50, inclusive, are currently unknown to
13 Plaintiffs, who therefore sue Defendants by such fictitious names under Code of Civil Procedure
14 section 474. Plaintiffs are informed and believe, and based thereon allege that each of the
15 Defendants designated herein as a DOE is legally responsible in some manner for the unlawful
16 acts referred to herein. Plaintiffs will seek leave of court to amend this Complaint to reflect the
17 true names and capacities of the Defendants designated hereinafter as DOES when such
18 identities become known.

19 9. Plaintiffs are informed and believe, and based thereon allege, that Defendants
20 acted in all respects pertinent to this action as the agent of the other Defendants, carried out a
21 joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each
22 Defendant are legally attributable to the other Defendants.

23 **IV.**

24 **FACTUAL BACKGROUND**

25 10. On information and belief, Defendant Site Crew is engaged in providing
26 janitorial/housekeeping services to businesses throughout California and the United States.
27
28

1 11. Plaintiff Maria E. Godoy was employed by Defendants from on or about April 6,
2 2017 through on or about April 15, 2020 and occupied a non- exempt position as a janitor.

3 12. Plaintiff Manuela Rodriguez was employed by Defendants from on or about July
4 2017 through on or about April 15, 2020 and occupied a non- exempt position as a janitor.

5 13. During the relevant time period, Plaintiffs Godoy, Rodriguez and similarly
6 situated Class Members were not compensated for the time they were required to wait in line for
7 security screening, specifically bag checks, upon exiting the facility *after* they clocked out at the
8 end of their shift. They were no compensated during the time in which they were under
9 Defendants' control.

10 14. During the relevant time period, due to the work load requirements and time
11 constraints imposed by Defendants during each shift, Plaintiffs and similarly situated Class
12 Members were required to work in excess of five (5) hours without a minimum, uninterrupted
13 thirty (30) minute meal period and were not compensated one (1) hour of pay at their regular
14 rate of compensation for each workday that a compliant meal period was not provided, in
15 violation of California labor laws, regulations and IWC Wage Order.

16 15. During the relevant time period, Non Exempt Employees were instructed to
17 remain on the premises during their meal breaks and thus remained subject to Defendants'
18 control. Defendants were required to relinquish all control over class members during the meal
19 periods. Therefore, the time of such meal periods constitutes "hours worked" and Defendants
20 were required to pay for this time which they did not.

21 16. Due to the work load requirements and time constraints imposed by Defendants,
22 Plaintiffs and similarly situated Class Members were frequently required to work without being
23 permitted or authorized a minimum ten (10) minute rest period for every four hours or major
24 fraction thereof. Further, Non Exempt Employees were instructed to remain on the premises
25 during their rest l breaks. Plaintiffs and Class Members were not compensated one (1) hour of
26 pay at their regular rate of compensation for each workday that a rest period was not provided,
27 in violation of California labor laws, regulations, and IWC Wage Orders.
28

1 17. Upon information and belief and during the years of 2017 and 2018, Plaintiffs
2 Godoy, Rodriguez and similarly situated Class Members worked shifts of approximately six (6)
3 hours. In 2019, Plaintiffs and similarly situated Class Members received a shift change in which
4 their hours were increased to seven and a half hours (7 ½) per shift.

5 18. Upon information and belief, Defendants did not provide proper meal breaks to
6 Plaintiffs and Class Members until the latter part of May 2019. During 2017 through 2018, and
7 part of 2019, Plaintiffs and Class Members were made to combine their ten (10) minute rest
8 breaks into a one time twenty (20) minute break which was the only break Defendants provided
9 them during their work shifts.

10 19. Upon information and belief, beginning in 2020, Plaintiffs and similarly situated
11 Class Members were provided with walkie-talkies, which they were instructed to carry with
12 them, at all times, even during the meal and rest breaks, which only began at the latter part of
13 May 2019. On several occasions, Plaintiff Godoy was interrupted during her meal break to
14 inspect an area of the facility and/or to receive instruction by management.

15 20. As Non Exempt Employees, Plaintiffs and similarly situated Class Members
16 were required to purchase cleaning supplies, such as brooms and toilet brushes in the
17 performance of their job duties for which they did not receive reimbursement from Defendants.
18 Specifically, Plaintiffs were provided with tools which were ineffective and unsanitary such as
19 old brooms that did not properly sweep, and brushes which were not long enough to properly
20 clean toilets. Therefore, in order to effectively perform their job duties, Plaintiffs and Class
21 Members were required to purchase and use their own tools/supplies.

22 21. On information and belief, Defendants willfully failed to pay all earned wages in
23 a timely manner to Non Exempt Employees; nor have Defendants paid to Non Exempt
24 Employees, upon or after termination of their employment with Defendants, all compensation
25 due, including but not limited to all wages owed and compensation for having failed to properly
26 provide rest periods and meal periods.

22. Defendants have also failed to maintain accurate itemized records reflecting total hours worked and have failed to provide Non Exempt Employees with accurate, itemized wage statements reflecting total hours worked and appropriate rates of pay for those hours worked.

23. Plaintiffs are informed and believe, and based thereon allege, that Defendants currently employ and during the relevant period have employed over one hundred (100) employees in the State of California in non-exempt hourly positions.

24. Non-Exempt Employees employed by Defendants, at all times pertinent hereto, have been non-exempt employees within the meaning of the California Labor Code, and the implementing rules and regulations of the IWC California Wage Orders.

V.

CLASS ACTION ALLEGATIONS

25. Plaintiffs seek to represent a Class comprised of and defined as: All persons who are or were employed by Defendants in the state of California as hourly non exempt employees within four (4) years prior to the date this lawsuit is filed (“liability period”) until resolution of this lawsuit (collectively referred to as the “Non Exempt Class Members”).

26. Plaintiffs also seek to represent Subclasses which are composed of persons satisfying the following definitions:

a. All persons who are or were employed by Defendants in the state of California as hourly non exempt employees, who within the liability period, were not accurately and fully paid all lawful wages owed to them for all their hours worked;

b. All persons who are or were employed by Defendants in the state of California as hourly non exempt employees, who within the liability period, have not been provided a timely, duty free and/or uninterrupted 30 minute meal period when they worked over five hours in a work shift and were not provided compensation in lieu thereof;

c. All persons who are or were employed by Defendants in the state of California as hourly non exempt employees who, within the liability period, have not been provided a compliant ten (10) minute rest period for every four (4) hours or major fraction

1 thereof worked per day and were not provided compensation in lieu thereof;

2 d. All persons who are or were employed by Defendants in the state of
3 California as hourly non exempt employees who, within the liability period, were required to
4 use their own tools in the performance of their job duties without receiving reimbursement
5 from Defendants;

6 e. All persons who are or were employed by Defendants in the state of
7 California as hourly non exempt employees who, within the liability period, were not timely
8 paid all wages due and owed to them upon the termination of their employment with
9 Defendants; and

10 f. All persons who are or were employed by Defendants in the state of
11 California as hourly non exempt employees who, within the liability period, were not provided
12 with accurate and complete itemized wage statements.

13 27. Plaintiffs reserve the right under Rule 3.765, California Rules of Court, to
14 amend or modify the class description with greater specificity or further division into
15 subclasses or limitation to particular issues.

16 28. This action has been brought and may properly be maintained as a class action
17 under the provisions of section 382 of the Code of Civil Procedure because there is a well-
18 defined community of interest in the litigation and the proposed Class is easily ascertainable.

19 **A. Numerosity**

20 29. The potential members of the Class as defined are so numerous that joinder of
21 all the members of the Class is impracticable. While the precise number of Class Members has
22 not been determined at this time, Plaintiffs are informed and believe that Defendants currently
23 employ, and/or during the relevant time period employed, approximately over 100 employees
24 in California who are or have been affected by Defendants' unlawful practices as alleged
25 herein.

26 **B. Commonality**

1 30. There are questions of law and fact common to the Class predominating over
2 any questions affecting only individual Class Members. These common questions of law and
3 fact include, without limitation:

- 4 i. Whether Defendants violated Labor Codes sections 200, 1194, and 1197 for
5 failing to pay minimum wages to Non Exempt Employees for time spent under
6 Defendants' control and working "off the clock" without pay;
- 7 ii. Whether Defendants violated Labor Code §§226.7, 512 and applicable IWC
8 Wage Order by failing to provide statutorily compliant 30 minute meal periods to Non-
9 Exempt Employees on days in which they worked in excess of 5 hours and failing to
10 compensate said employees one hour wages in lieu of meal periods;
- 11 iii. Whether Defendants violated Labor Code sections 226.7 and applicable IWC
12 Wage Orders by failing to authorize and permit statutorily compliant 10 minute rest
13 periods to Non-Exempt Employees for every four hours or major fraction thereof worked
14 and failing to compensate said employees one hours wages in lieu of rest periods;
- 15 iv. Whether Defendants violated Labor Code §2802 and applicable IWC Wage
16 Orders for failing to indemnify employees for the expenditures incurred in the
17 performance of their job duties (i.e., requiring that Plaintiffs Godoy and Rodriguez and
18 similarly situated Class Members use their cleaning supplies, such as brooms and
19 cleaning brushes in the performance of their job duties);
- 20 v. Whether Defendants violated sections 201-203 of the Labor Code by failing to
21 pay all earned wages and/or premium wages due and owing at the time that any Class
22 Members' employment with Defendants terminated;
- 23 vi. Whether Defendants violated sections 226 of the Labor Code and applicable
24 IWC Wage Orders by failing to, among other violations, maintain accurate records of
25 Non-Exempt Employees' earned wages, work periods, meal periods and deductions;
- 26 vii. Whether Defendants violated section 17200 *et seq.* of the Business and
27 Professions Code by failing to comply with Labor Code sections 201, 202, 203, 204,
28 226, 226.7, 512, 1194, 1199, 2802 and applicable IWC Wage Orders

viii. Whether Defendants violated section 17200 *et seq.* of the Business and Professions Code and Labor Code sections 201, 202, 203, 204, 226, 226.7, 512, 1194, 1199, 2802 and applicable IWC Wage Orders which violation constitutes a violation of fundamental public policy;

C. Typicality

31. The claims of the named Plaintiffs are typical of the claims of the Class. Plaintiffs and all members of the Class sustained injuries and damages arising out of and caused by Defendants' common course of conduct in violation of California laws, regulations, and statutes as alleged herein.

D. Adequacy of Representation

32. Plaintiffs will fairly and adequately represent and protect the interests of the members of the Class. Counsel who represents Plaintiffs is competent and experienced in litigating large employment class actions.

E. Superiority of Class Action

33. A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all Class Members is not practicable, and questions of law and fact common to the Class predominate over any questions affecting only individual members of the Class. Each member of the Class has been damaged and is entitled to recovery by reason of Defendants' unlawful policy and/or practice herein complained of.

34. Class action treatment will allow those similarly situated persons to litigate their claims in the manner that is most efficient and economical for the parties and the judicial system. Plaintiffs are unaware of any difficulties that are likely to be encountered in the management of this action that would preclude its maintenance as a class action.

VI.

CAUSES OF ACTION

First Cause of Action

Failure to Pay Lawful Wages Including Minimum Wage
(Lab. Code §§ 1194, 1199)
(Against All Defendants)

35. Plaintiffs repeat and incorporate herein by reference each and every allegation set forth above, as though fully set forth herein.

36. As discussed herein, Plaintiffs and Class Members were not paid for the time during which they were “off the clock” under Defendants’ control during their meal breaks and after the end of their shift.

37. During the liability period, Defendants' policies and/or practices resulted in Plaintiff and Non Exempt Employees not receiving minimum wages for time spent working off the clock while subject to the control of Defendant all without pay. Labor Code §1197 provides that employees are to be paid minimum wage for each hour worked, and cannot be averaged the minimum and the payment of a lesser wage than the established is unlawful.

38. As a result of the unlawful acts of Defendants, Plaintiffs and the Class they seek to represent have been deprived of compensation for all earned wages amounts to be determined at trial, and are entitled to recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs, pursuant to Labor Code section 1194 .

39. WHEREFORE, Plaintiffs and the Class they seek to represent request relief as described herein and below.

Second Cause of Action

Failure to Provide Lawful Meal Periods
Or Compensation in Lieu Thereof
(Lab. Code §§226.7, 512, IWC Wage Orders)
(Against All Defendants)

40. Plaintiffs repeats and incorporate herein by reference each and every allegation set forth above, as though fully set forth herein.

41. As discussed herein, by failing to provide timely, uninterrupted, duty-free 30 minute meal periods for days on which Non-Exempt employees work(ed) shifts in excess of 5 hours and failing to provide compensation for such statutorily non-compliant meal periods, Defendant violated the provisions of Labor Code §512 and applicable IWC Wage Orders.

42. By failing to record and maintain adequate and accurate time records according to sections 226 and 1174 (d) of the Labor Code, Defendants have injured Plaintiffs and Class

Members and made it difficult to calculate the unpaid meal period compensation due Plaintiffs and Class Members.

43. As a result of the unlawful acts of Defendants, Plaintiffs and the Class they seek to represent have been deprived of premium wages in amounts to be determined at trial, and are entitled to recovery of such amounts, plus interest and penalties thereon under Labor Code §226.7.

44. WHEREFORE, Plaintiffs and the Class they seek to represent request relief as described herein and below.

Third Cause of Action
Failure to Provide Rest Periods
Or Compensation in Lieu Thereof
(Lab. Code §§226.7, IWC Wage Orders)
(Against All Defendants)

45. Plaintiffs repeat and incorporate herein by reference each and every allegation set forth above, as though fully set forth herein.

46. As discussed herein, by failing to authorize and permit compliant minimum ten (10) minute rest period for every four hours or major fraction thereof worked per day by Non Exempt Employees and/or restricting Non Exempt Employees from leaving the work premises, and failing to provide compensation for such non-compliant rest periods, as alleged above, Defendants willfully violated the provisions of Labor Code section 226.7 and IWC applicable Wage Orders.

47. As a result of the unlawful acts of Defendants, Plaintiffs and the Class they seek to represent have been deprived of premium wages in amounts to be determined at trial, and are entitled to recovery of such amounts, plus interest and penalties thereon under Labor Code §226.7.

48. WHEREFORE, Plaintiffs and the Class they seek to represent request relief as described herein and below.

Fourth Cause of Action
Failure to Reimburse Employee Expenses
(Lab. Code § 2802)
(Against All Defendants)

49. Plaintiffs repeat and incorporate herein by reference each and every allegation set forth above, as though fully set forth herein.

50. By their policy and/or practice of unlawfully requiring that Non Exempt Employees use their tools in the performance of their job duties for which they were not reimbursed Defendant willfully violated the provisions of Lab. Code § 2802.

51. As a result of the unlawful acts of Defendants, Plaintiffs and the Class they seeks to represent are entitled to recovery of full amount of expenses incurred plus interest, attorneys' fees, and costs, under Labor Code§ 2802.

52. WHEREFORE, Plaintiffs and the Class they seeks to represent request relief as described herein and below.

Fifth Cause of Action
Failure to Timely Pay Wages Due At Termination
(Lab. Code §§ 201-203)
(Against All Defendants)

53. Plaintiffs repeat and incorporate herein by reference each and every allegation set forth above, as though fully set forth herein.

54. Sections 201 and 202 of the California Labor Code require Defendants to pay its employees all wages due within 72 hours of termination of employment. Section 203 of the Labor Code provides that if an employer willfully fails to timely pay such wages the employer must, as a penalty, continue to pay the subject employees' wages until the back wages are paid in full or an action is commenced. The penalty cannot exceed 30 days of wages.

55. Affected class members are entitled to compensation for all forms of wages earned, including compensation for non provided rest and meal periods but to date have not received such compensation therefore entitling them Labor Code section 203 penalties.

56. More than 30 days have passed since Plaintiffs and affected Class Members have left Defendants' employ, and on information and belief, have not received payment pursuant to Labor Code §203. As a consequence of Defendants' willful conduct in not paying all earned

1 wages, certain Class Members are entitled to 30 days' wages as a penalty under Labor Code
2 section 203 for failure to pay legal wages.

3 57. WHEREFORE, Plaintiffs and the Class they seek to represent request relief as
4 described herein and below.

5
6 **Sixth Cause of Action**
7 Knowing and Intentional Failure to Comply With Itemized Employee
8 Wage Statement Provisions
9 (Lab. Code § 226(b))
10 (Against All Defendants)

11 58. Plaintiffs repeat and incorporate herein by reference each and every allegation
12 set forth above, as though fully set forth herein

13 59. Section 226(a) of the California Labor Code requires Defendants to itemize in
14 wage statements all deductions from payment of wages and to accurately report total hours
15 worked by Plaintiffs and the members of the proposed class. IWC Wage Orders require
16 Defendants to maintain time records showing, among others, when the employee begins and
17 ends each work period, meal periods, and total daily hours worked in an itemized wage
18 statement, and must show all deductions and reimbursements from payment of wages, and
19 accurately report total hours worked by Plaintiffs and the members of the proposed class. On
20 information and belief, Defendants have failed to record all or some of the items delineated in
21 Industrial Wage Orders and Labor Code §226.

22 60. Plaintiffs and Class Members have been injured by Defendants' actions by
23 rendering them unaware of the full compensation to which they were entitled under applicable
24 provisions of the California Labor Code and applicable IWC Wage Orders.

25 61. Pursuant Labor Code §226, Plaintiffs and Class Members are entitled up to a
26 maximum of \$4,000.00 each for record-keeping violations.

27 62. WHEREFORE, Plaintiffs and the Class they seek to represent request relief as
28 described herein and below.

Seventh Cause of Action
Violation of Unfair Competition Law

(Bus. & Prof. Code, §§ 17200-17208)
(Against All Defendants)

63. Plaintiffs repeat and incorporate herein by reference each and every allegation set forth above, as though fully set forth herein.

65. Business & Professions Code Section 17200 provides:

As used in this chapter, unfair competition shall mean and include any **unlawful, unfair** or fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising and any act prohibited by Chapter 1 (commencing with Section 17500) of Part 3 of Division 7 of the Business and Professions Code.) (Emphasis added.)

66. Defendants' violations of the Labor Code and Wage Order provisions set forth above constitute unlawful and/or unfair business acts or practices.

67. Defendants' violations of Business and Professions Code section 16600 set forth above constitute unlawful and/or unfair business acts or practices.

68. The actions of Defendants, as alleged within this Complaint, constitute false, fraudulent, unlawful, unfair, fraudulent and deceptive business practices, within the meaning of Business and Professions Code section 17200, *et seq.*

69. Plaintiffs and Class Members have been personally aggrieved by Defendants' unlawful and unfair business acts and practices alleged herein.

70. As a direct and proximate result of the unfair business practices of Defendants, and each of them, Plaintiff, individually and on behalf of all employees similarly situated, are entitled to restitution of all wages which have been unlawfully withheld from Plaintiffs and members of the Class as a result of the business acts and practices described herein..

71. WHEREFORE, Plaintiffs and the Class they seek to represent request relief as described herein and below.

VII.

PRAYER

WHEREFORE, Plaintiffs pray for judgment as follows:

1. That the Court determine that this action may be maintained as a class action;

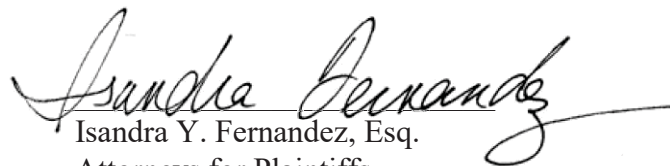
2. For compensatory damages in an amount according to proof with interest thereon;
3. For economic and/or special damages in an amount according to proof with interest thereon;
4. For premium wages pursuant to Labor Code §§226.7 and 512;
5. For premium pay and penalties pursuant to Labor Code §§203 and 226;
6. For attorneys' fees, interests and costs of suit under Labor Code §§ 1194, 1197; and
7. For such other and further relief as the Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiffs hereby demand trial of their claims by jury to the extent authorized by law.

Dated: June 15, 2020

JAMES HAWKINS, APLC



Isandra Y. Fernandez, Esq.

Attorneys for Plaintiffs

Maria E. Godoy and Manuela Rodriguez