

Assigned for all purposes to: Chatsworth Courthouse, Judicial Officer: Melvin Sandvig

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Attorneys for Plaintiff
Ananias Balajadia on Behalf of All
Aggrieved Employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES
CHATSWORTH COURTHOUSE

ANANIAS BALAJADIA, on behalf of all
aggrieved employees,

Plaintiff,

vs.

ECOLA SERVICES, INC., a Nevada
Corporation; and DOES 1 through 100,
inclusive,

Defendants.

CASE NO.:

**COMPLAINT FOR VIOLATION OF THE
CALIFORNIA PRIVATE ATTORNEYS
GENERAL ACT, LABOR CODE
SECTION 2698, et seq. ("PAGA")**

[UNLIMITED CIVIL]

[JURY TRIAL DEMANDED]

1 Plaintiff Ananias Balajadia (hereinafter "Plaintiff"), in a representative capacity on behalf
2 of all aggrieved employees, alleges and states as follows:

3 **JURISDICTION AND VENUE**

4 1. This action is brought pursuant to the California Private Attorneys General Act, -
5 Cal. Labor Code sections 2698, et seq. The penalties and other remedies sought by Plaintiff exceeds
6 the minimal jurisdiction limits of the Superior Court and will be established according to proof at
7 trial. The amount in controversy for Plaintiff, including claims for compensatory damages and
8 attorneys' fees is less than \$75,000.00. It is believed that the total sum owed to the Aggrieved
9 Employees ("Aggrieved Employees" is defined for all purposes herein as all non-exempt
10 employees of Defendant Ecola Services, Inc. ("Defendant") alleged herein is less than
11 \$5,000,000.00, based upon the anticipated size of the Aggrieved Employees and the amount in
12 controversy for each member of the Aggrieved Employees.

13 2. This Court has jurisdiction over this action and the matters alleged herein pursuant
14 to the grant of original jurisdiction set forth in Article VI, Section 10 of the California Constitution.
15 The statutes under which this action is brought do not specify any other basis for jurisdiction.

16 3. This Court has jurisdiction over Defendant, because, upon information and belief,
17 Defendant is either a citizen of California, has sufficient minimum contacts in California, or
18 otherwise intentionally avails itself of the California market so as to render the exercise of
19 jurisdiction over it by this Court consistent with traditional notions of fair play and substantial
20 justice.

21 4. Venue is proper in this Court, because, upon information and belief, the named
22 Defendant resides, transacts business, or has offices in this county, and the acts or omissions alleged
23 herein took place in this county.

24 **THE PARTIES**

25 5. At all times relevant herein, was, and is, an individual residing in the State of
26 California.

27 6. Plaintiff is informed and believes, and based thereon alleges, that at all times
28 relevant herein, Defendant was, and is, a Nevada Corporation with principal place of business at

1 15314 Devonshire Street, Mission Hills, California.

2 7. Plaintiff is unaware of the true names and capacities of Defendants named herein as
3 DOES 1 through 100, inclusive, and therefore sues these Defendants by such fictitious names.
4 Plaintiffs will amend this Complaint to allege such names and capacities when the same has been
5 ascertained. Plaintiffs are informed and believes, and based thereon alleges, that each of the
6 fictitiously named Defendants stated herein bears a legal responsibility to Plaintiffs similar to that
7 of the named Defendant herein.

8 8. At all times mentioned herein, Defendants DOES 1 through 100, inclusive, were the
9 agents, servants, and employees of their Co-Defendants, and in doing the things herein alleged were
10 acting in the scope of their authority as such agents, servants, and employees, and with the
11 permission and consent of their Co-Defendants.

12 9. Plaintiff hereby demands a trial by jury.

13 **FACTS COMMON TO ALL CAUSES OF ACTION**

14 10. Defendant Ecola is engaged in the termite and pest control industry.

15 11. Throughout the relevant time-period, Defendant employed Plaintiff and other
16 aggrieved workers throughout southern California including the counties of San Bernardino,
17 Riverside, Los Angeles, Ventura, Santa Barbara, San Luis Obispo, San Diego, and Orange.

18 12. Plaintiff was hired by Defendant in March of 2020 as a non-exempt hourly termite
19 and pest control “inspector.” As part of his job duties, Plaintiff was expected to sell services and
20 products to clients when making service calls. Plaintiff and all other persons employed by
21 Defendant in similar positions and/or with similar job duties was compensated on an hourly basis
22 and also earned commissions on sales.

23 13. At all times relevant to this action, Plaintiff and all other persons employed by
24 Defendant in similar positions and/or with similar job duties were classified as non-exempt
25 employees, earned overtime compensation, and earned commissions on sales.

26 14. Plaintiff is informed and believes, and based thereon alleges, that at all times relevant
27 to this action, Defendant implemented a series of willful, systematic, and deliberate policies and
28 practices that suppressed operating costs at the expense of employee rights set forth under the

1 California Labor Code and the Industrial Welfare Commission (hereinafter “IWC”) Wage Orders.

2 15. Plaintiff alleges that Defendant committed the following violations during the
3 relevant time period:

4 (a) Regular Rate: Plaintiff and the PAGA Employees were entitled to, and in
5 fact earned, both commissions and overtime wages. However, on the occasions when Plaintiff and
6 the PAGA Employees worked and were credited for overtime, the overtime premium paid by
7 Defendant was based on base rate of pay only and was not adjusted for commissions earned during
8 the applicable period of time. Furthermore, when Defendant paid premiums for missed meal
9 periods, such payments were based on base rate of pay only. Plaintiff is informed and believes that
10 Defendant employed and continues to employ non-exempt employees who are paid commissions
11 and overtime. He is further informed and believes that Defendant has failed to properly calculate
12 the applicable regular rate of pay for all of its commissioned/ employees.

13 (b) Wage Statements: Plaintiff alleges that Defendant failed to provide him and
14 the PAGA Employees with accurate and complete wage statements due to the failure to properly
15 calculate the applicable regular rate of pay for overtime compensation; and

16 (c) Failure to Pay all Wages Upon Termination: Plaintiff, who was involuntarily
17 terminated on or about August 2, 2020, was not paid all outstanding wages earned upon termination
18 due to Defendant’s failure to Failing to pay all earned wages upon termination. Plaintiff is informed
19 and believes, and based thereon alleges that all PAGA Employees terminated during the relevant
20 time period suffered similar injury.

21 16. Plaintiff is informed and believes, and based thereon alleges that, during the
22 relevant period, Defendant’s conduct resulted in systematic and class-wide violations of
23 California Labor Code sections 201-203, 204, 226, 510, 1194(a), and 1197.

24 **FIRST CAUSE OF ACTION**

25 **(Violation of California Labor Code Section 2698, et seq. (PAGA) – Against all Defendants)**

26 17. Plaintiff refers to and incorporates herein by reference all prior paragraph as
27 though fully set forth herein.
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1 18. California Labor Code section 2698, et seq., the Private Attorneys General Act
2 ("PAGA"), allows an aggrieved employee to bring suit against an employer for violations of most
3 California Labor Code provisions, including, but not limited to, violations of California Labor
4 Code sections 201-203, 204, 226, 510, 1194(a), and 1197. By virtue of Defendant's numerous
5 violations of the California Labor Code as against Plaintiff as described herein, Plaintiff is an
6 aggrieved employee as defined in California Labor Code section 2698, et seq.

7 19. Defendant's acts constitute an ongoing unlawful activity prohibited by the
8 California Labor Code, and, therefore, these acts constitute violations of the PAGA.

9 20. Plaintiff has provided notice of these violations pursuant to California Labor Code
10 section 2699.3 and has specifically asked the CLWDA if it intends to investigate the alleged
11 violations. See Exhibit A attached hereto. Plaintiff did not receive a response back from the
12 CLWDA within the time limits outlined in California Labor Code section 2699.3 with
13 notification that it intends to investigate the alleged violations, and thus, Plaintiff is entitled to
14 prosecute his PAGA claims under California Labor Code section 2699, et seq.

15 21. Defendant's conduct of violating the California Labor Code constitutes violations
16 of the PAGA.

17 22. Therefore, Plaintiff requests penalties against Defendant under the provisions of
18 PAGA section 2699(f).

19 23. The proper measure of damages and penalties under the PAGA is all aggrieved
20 employees, whether a party to this action or not. Further, this claim needs no certification to
21 proceed with class-wide recovery. *See Arias v. Superior Court*, 46 Cal. 4th 969, 970-975 (2009).

22 24. Further, as a direct and proximate result of the conduct of Defendant, as set forth
23 above, Plaintiffs were forced to incur substantial attorney's fees and costs which are recoverable
24 under California Labor Code Section 2699(g)(1).

25 WHEREFORE, Plaintiff prays for judgment against Defendant and DOES 1 through 100,
26 inclusive, and each of them, jointly and severally, as follows:

- 27 1. That the Court impose penalties against Defendant on behalf of Plaintiff and all
28 aggrieved employees according to the Private Attorneys General Act ("PAGA");

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2. For reasonable attorneys’ fees and for costs of suit incurred herein; and
3. For such other and further relief as this Court may deem just, fair, and proper.

DATED: October 23, 2020

Respectfully Submitted,
BARKHORDARIAN LAW FIRM, PLC

/s/ Gregory P. Wong

Gregory P. Wong
Attorneys for Plaintiff Ananias Balajadia
on behalf of all aggrieved employees