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individually and on behalf of all others similarly situated.

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SANTA CLARA

ESTHER HERNANDEZ and EUGENIA
CATALAN, individually and on behalf of
all others similarly situated,

Plaintiffs,

v.

STRATEGIC BUILDING SERVICES,
INC., a California corporation; et al.

Defendant(s).

CASE NO.: 21CV377209

Assigned for All Purposes to:
Hon. Theodore C. Zayner
Department 19 (Complex Civil Litigation)

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION COMPLAINT**

1. Failure to Pay Minimum Wages;
2. Failure to Pay Overtime Wages;
3. Failure to Provide Meal Periods or Compensation in Lieu Thereof;
4. Failure to Permit Rest Periods or Provide Compensation in Lieu Thereof;
5. Knowing and Intentional Failure to Provide Accurate Itemized Wage Statements;
6. Waiting Time Penalties;
7. Failure to Reimburse Business Expenses;
8. Violations of the Unfair Competition Law; and
9. Enforcement of PAGA (Lab. Code § 2698, *et seq.*)

JURY TRIAL DEMANDED

**Electronically Filed
by Superior Court of CA,
County of Santa Clara,
on 5/29/2024 4:44 PM
Reviewed By: R. Walker
Case #21CV377209
Envelope: 15478929**

1 Plaintiffs ESTHER HERNANDEZ and EUGENIA CATALAN (collectively, “Plaintiffs”),
2 on behalf of themselves and all others similarly situated, hereby bring this First Amended Class
3 and Representative Action Complaint against Defendants STRATEGIC BUILDING SERVICES,
4 INC., a California corporation; and DOES 1 through 50, inclusive (collectively referred to herein
5 as “Defendants”) and allege as follows:

6 **INTRODUCTION**

7 1. This proposed class action, pursuant to California Code of Civil Procedure section
8 382, is brought by Plaintiffs on behalf of all current and former non-exempt employees of
9 Defendants in California during the Class Period (collectively the “Class” or “Class Members”).
10 The term Class Period is defined as four years prior to the initial filing of this action to the date of
11 class certification.

12 2. Plaintiffs also bring this representative action pursuant to Labor Code section 2698,
13 *et seq.* (“PAGA”), against Defendants, on behalf of themselves and all current and former non-
14 exempt employees of Defendants in California during the PAGA Period. The term “PAGA Period”
15 is defined as one year prior to Claimant Delmi Menendez’s initial notice to the Labor and
16 Workforce Development Agency (“LWDA”) of the specified provisions of the Labor Code alleged
17 to have been violated by Defendants through the date of final judgment.

18 3. Under the California Unfair Competition Law, Business and Professions Code
19 (“Cal. Bus. & Prof. Code”) sections 17200 *et seq.* (“UCL”), and pursuant to the class action
20 procedures provided for in this statute, Plaintiffs, on behalf of themselves and the proposed Class,
21 seek declaratory relief, injunctive relief, and restitution of all benefits Defendants have received
22 from their employees due to their unlawful business practices, including but not limited to, failure
23 to provide minimum wage, regular and overtime compensation due for all hours worked, failure to
24 maintain proper records of hours worked, failure to provide compliant meal periods and rest breaks
25 to their employees or compensation in lieu thereof, failure to provide accurate itemized wage
26 statements, and failure to reimburse all necessary business expenditures.

27 4. This proposed class and representative action seeks, *inter alia*, unpaid wages
28 (including minimum, regular and overtime wages), and interest thereon; compensation for missed

1 meal periods and rest breaks; itemized wage statement penalties; waiting time penalties; business
2 expense reimbursements; civil penalties, and reasonable attorneys' fees and costs. Plaintiffs' action
3 is brought under, *inter alia*, the Industrial Welfare Commission ("IWC") Wage Orders and
4 applicable provisions of the California Code of Regulations, Business & Professions Code
5 sections 17200 *et seq.*, Civil Code section 3289, and Labor Code sections 201, 202, 203, 204, 210,
6 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198,
7 1199, 2698, *et seq.*, 2800, and 2802.

8 **JURISDICTION AND VENUE**

9 5. This Court has jurisdiction over all causes of action asserted herein pursuant to the
10 California Constitution, Article VI, section 10, which grants the Superior Court original jurisdiction
11 in all cases except those given to other trial courts. All claims alleged herein arise under California
12 law for which Plaintiffs seek relief authorized by California law. Further, this is a class action
13 pursuant to California Code of Civil Procedure section 382. As such, the monetary damages,
14 restitution, penalties, and other amounts sought by Plaintiffs exceeds the minimal jurisdictional
15 limits of the Superior Court and will be established according to proof at trial. The Court also has
16 jurisdiction over certain causes of action pursuant to Cal. Bus. & Prof. Code sections 17203 and
17 17204, which provide for exclusive jurisdiction for enforcement of this statute in any court of
18 competent jurisdiction.

19 6. This Court has jurisdiction over Defendants because each Defendant is a citizen of
20 California, a corporation or association organized under the laws of the State of California, an
21 association authorized to do business in California and registered with the California Secretary of
22 State, or does sufficient business in California, has sufficient minimum contacts with California or
23 otherwise intentionally avails itself of the laws and markets of California, through the promotion,
24 sale, marketing and distribution of its products in California, to render the exercise of jurisdiction
25 by the California courts permissible.

26 7. Venue in this County is proper under California Business and Professions Code
27 section 17203 and California Code of Civil Procedure section 395.5 because a substantial part of
28 Defendants' unlawful conduct, acts, and omissions alleged herein occurred in this County,

1 Defendants had and have ongoing projects in this County, Defendants conduct substantial business
2 in this County, and Defendants' liability arose in this County, and/or Defendants reside, transact
3 business, maintain offices, and/or have an agent or agents in this county. The relief requested is
4 within the jurisdiction of this Court.

5 **PARTIES**

6 8. Plaintiff Esther Hernandez is an individual who resides in California and was
7 employed by Defendants in California as a non-exempt employee during the Class Period. Plaintiff
8 Hernandez was assigned to work at more than one of Defendants' client locations.

9 9. Plaintiff Eugenia Catalan is an individual who resides in California and was
10 employed by Defendants in California as a non-exempt employee during the Class Period. Plaintiff
11 Catalan was assigned to work at more than one of Defendants' client locations.

12 10. Claimant Delmi Menendez is an individual who resides in California and was
13 employed by Defendants in California as a non-exempt employee during the Class Period. Claimant
14 Menendez was assigned to work at more than one of Defendants' client locations during the Class
15 Period. Claimant Menendez previously represented the Class but has since withdrawn as Class
16 representative, but remains a member of the Class.

17 11. Plaintiffs are informed, believe and thereon allege that, at all relevant times,
18 Defendant Strategic Building Services, Inc. ("SBS"), was and is a California corporation with its
19 principal executive office located in California. SBS operates at least one location in Santa Clara
20 County and has customer locations throughout the County. SBS regularly conducts business within
21 the State of California and derives substantial revenues from services performed in California. SBS
22 is, and at all relevant times was, an employer subject to California state wage and hour laws.
23 Plaintiffs are informed, believe, and thereon allege that the practices and policies of SBS that are
24 complained of by way of this action were implemented during the relevant time period.

25 12. Defendants continue to employ non-exempt employees within California.

26 13. Plaintiffs are unaware of the true names and capacities of those Defendants
27 identified as DOES 1 through 50. Therefore, Plaintiffs identify those Defendants fictitiously.
28 Plaintiffs are informed, believe and thereon allege that at all relevant times each DOE Defendant

1 was a parent, sister, or related corporate entity of Defendants, or an owner, employee or agent of
2 Defendants, and each related entity, and was acting with the knowledge and authorization of each
3 of the other Defendants. Plaintiffs will seek to amend this complaint to allege the true names and
4 capacities of each DOE Defendant when their names have been ascertained and identified. Plaintiffs
5 are informed, believe and thereon allege that each of the Defendants sued as DOES 1 through 50
6 participated in, received the benefit of, or was in some way responsible for one or more of the
7 wrongful acts and omissions and some portion of the damages alleged herein.

8 14. Plaintiffs are informed, believe and thereon allege that at all times material hereto,
9 each Defendant acted in all respects pertinent to this action as the agent of the other Defendant,
10 carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of
11 each Defendant are legally attributable to the other Defendant. Furthermore, Defendants in all
12 respects acted as the employer and/or joint employer of Plaintiffs and the class members.

13 15. Plaintiffs are informed, believe and thereon allege that Defendants, each and all of
14 them, at all times material hereto, were the joint employers, parent companies, successor
15 companies, predecessors in interest, affiliates, agents, employees, servants, joint venturers,
16 directors, fiduciaries, representatives, and/or co-conspirators of each of the remaining Defendants.
17 Defendants, unless otherwise alleged, at all times material hereto, performed all acts and omissions
18 alleged herein within the course and scope of said relationship(s), and are a proximate cause of
19 Plaintiffs' damages as herein alleged.

20 16. Plaintiffs are informed, believe and thereon allege, that there exists a unity of interest
21 in ownership between Defendants and DOES 1 through 50, inclusive, such that any individuality
22 and separateness between the individual and the corporation does not exist, as Defendants, and
23 DOES 1 through 50, inclusive, are alter egos, in that: (1) Defendants are and at all times mentioned
24 herein were mere shells, instrumentalities and conduits through which DOES 1 through 50,
25 inclusive, carried out their business in the business name, exercising complete control and
26 dominance over such business; (2) that Defendants were conceived, intended and used by DOES 1
27 through 50, inclusive, as devices to avoid individual liability and in place of Defendants, and DOES
28 1 through 50, inclusive, and were without the financial solvency and responsibility required by law;

1 and (3) that all of the assets of the Defendants have been transferred to DOES 1 through 50,
2 inclusive, or some other individual or entity which he or he owns or controls, with the intent to
3 hinder, delay or defraud creditors of Defendants, leaving Defendants with no assets. Further,
4 Plaintiffs are informed, believe and thereon allege, that there exists a principal-agency relationship
5 between and among Defendants.

6 17. At all relevant times herein, Defendants were agents of each other and acting within
7 the course and scope of their agency.

8 **CLASS ACTION ALLEGATIONS AND FACTUAL BACKGROUND**

9 18. Pursuant to Civil Procedure Code section 382, Plaintiffs bring this action
10 individually and as a class action on behalf of a proposed Class defined as follows:

11 Class:

12 All current and former non-exempt employees employed by
13 Defendants in the State of California within four years prior to the
14 commencement of this action to the date of class certification.

15 19. The Class is also comprised of the following Subclass:

16 Waiting Time Sub-Class: Those members of the Class who separated
17 from their employment with Defendants within three years prior to the
18 filing of this Complaint to the date of class certification.

19 20. Plaintiffs reserve the right pursuant to California Rules of Court Rule 3.764 and
20 3.765, to amend or modify the respective definitions of the Class and/or Subclasses to provide
21 greater specificity and/or further division into subclasses or limitation to particular issues.

22 21. This action is brought, and may properly be maintained, as a class action pursuant
23 to California Code of Civil Procedure section 382 because there is a well-defined community of
24 interest in the litigation, and the proposed class is easily ascertainable. This action presents
25 questions of common interest and satisfies the numerosity, commonality, typicality, adequacy,
26 predominance, and superiority requirements of this provision.

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1 22. Through this action, Plaintiffs allege Defendants have consistently maintained and
2 enforced against Plaintiffs and Class Members unlawful employment practices and policies which
3 violate the Labor Code and IWC Wage Orders.

4 23. Plaintiffs are informed, believe, and thereon allege that during the relevant time
5 period, Defendants failed to accurately record all hours worked by Plaintiffs and Class Members
6 and pay them all minimum, regular and overtime wages for all hours worked by requiring Plaintiffs
7 and Class Members to perform work off-the-clock, such as travel time between work sites, time
8 spent working through meal periods, and completion of sexual harassment training, in violation of
9 the Labor Code and IWC Wage Orders. Further, Defendants failed to pay all overtime wages for
10 hours worked at the proper rates to Plaintiffs and Class Members by failing to compensate them at
11 one-and-a-half times their regular rate of pay for each overtime hour worked.

12 Plaintiffs are informed, believe, and thereon allege that during the relevant time period, Defendants
13 deprived Plaintiffs and Class Members the opportunity to take all statutorily entitled meal periods
14 within the appropriate time intervals or provide compensation in lieu thereof in violation of the
15 California Labor Code and IWC Wage Orders. Specifically, Plaintiffs and Class Members were
16 often not relieved of all duties to take a 30-minute meal period within the first five (5) hours of
17 work or were required to work during their meal periods and/or frequently missed their meal
18 periods, had them shortened, or interrupted. Defendants failed to adopt and implement a policy
19 authorizing a second 30-minute meal period when Plaintiffs and Class Members worked shifts in
20 excess of 10 hours and maintained a practice of prioritizing work demands over allowing employees
21 to take compliant meal periods. Accordingly, Defendants failed to provide timely, uninterrupted
22 off-duty 30-minute meal periods or timely, uninterrupted off-duty second 30-minute meal periods.
23 Defendants also failed to compensate Plaintiffs and Class Members with an additional hour of pay
24 at their regular rate for each day in which they were denied a compliant meal period.

25 24. Plaintiffs are informed, believe, and thereon allege that during the relevant time
26 period, Defendants failed to permit Plaintiffs and Class Members to take all of their statutorily
27 entitled rest periods within the appropriate time intervals, failed to adopt and implement a compliant
28 rest break policy, and failed to provide one additional hour of pay at their regular rate of pay for

1 each day that Plaintiffs and Class Members missed a rest period, in violation of the Labor Code and
2 IWC Wage Orders. Specifically, Plaintiffs and Class Members often had rest periods that were late,
3 interrupted, or not at the appropriate time intervals. Defendants also failed to authorize a rest period
4 policy that provided for a third rest break when Plaintiffs and Class Members worked more than 10
5 hours per workday, in violation of the Labor Code and IWC Wage Orders.

6 25. Plaintiffs are informed, believe, and thereon allege that during the relevant time
7 period, Defendants willfully failed to pay all wages due to the Waiting Time Subclass upon
8 separation of employment. Waiting Time Subclass Members were not paid all wages (including
9 minimum, regular, and overtime wages and wage premiums) within the required time period, in
10 violation of the Labor Code and IWC Wage Orders.

11 26. Plaintiffs are informed, believe, and thereon allege that during the relevant time
12 period, Defendants failed to furnish Plaintiffs and Class Members with accurate and complete wage
13 statements. Plaintiffs and Class Members received wage statements which did not accurately reflect
14 the gross and net wages earned (including wage premiums), total hours worked, and all applicable
15 rates of pay and the corresponding number of hours worked at each pay rate, in violation of the
16 Labor Code and IWC Wage Orders.

17 27. Plaintiffs are informed, believe, and thereon allege that during the relevant time
18 period, Defendants failed to reimburse Plaintiffs and Class Members for necessary business
19 expenses incurred in the performance of their duties. Plaintiffs and Class Members were required
20 to drive their personal vehicles to different customer locations, but were not reimbursed for fuel,
21 mileage, cost of insurance, and wear and tear on their vehicles, and other related expenses of
22 operating their personal automobiles. Further, Plaintiffs and Class Members were also required to
23 use their personal cellular phones to communicate with supervisors and at various times to use a
24 timekeeping application but were not reimbursed for a reasonable percentage of their cellular phone
25 bills, in violation of the Labor Code and IWC Wage Orders.

26 28. Plaintiffs are informed, believe, and thereon allege that Defendants' actions as
27 described throughout this Complaint were willful.

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29. Plaintiffs, on behalf of themselves and all other Class Members, bring this action pursuant to, *inter alia*, Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2698, *et seq.*, 2800, and 2802, and the applicable provisions of the IWC Wage Orders, seeking unpaid minimum, regular and overtime wages, compensation for missed meal periods and rest breaks, itemized wage statement penalties, waiting time penalties, reimbursement of necessary business expenditures, civil penalties, injunctive and other equitable relief, and reasonable attorneys' fees and costs.

30. Plaintiffs, on behalf of themselves and all Class Members, pursuant to Cal. Bus. & Prof. Code sections 17200 *et seq.*, also seek injunctive relief and restitution for the unfair, unlawful, or fraudulent practices alleged in this Complaint.

NUMEROSITY

31. The Class is so numerous that joinder of all of its members is impracticable. While the exact number and identities of Class Members are unknown to Plaintiffs at this time and can only be ascertained through appropriate discovery, Plaintiffs are informed, believe and thereon allege that the Class consists of more than 500 persons.

32. A class action is the only available method for the fair and efficient adjudication of this controversy. The members of the Class are so numerous that joinder of all members is impractical, if not impossible. The identity of Class Members can be ascertained by analysis of Defendants' employee and payroll records.

COMMONALITY

33. Common questions of fact and law exist as to all members of the Class that predominate over any questions affecting only individual Class Members. These common legal and factual questions include, but are not limited to, the following:

(a) Whether Defendants failed to pay Plaintiffs and Class Members all minimum, regular and overtime wages for all hours worked by Plaintiffs and Class Members;

(b) Whether Defendants required Plaintiffs and Class Members to perform work off-the-clock without compensation;

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1 (c) Whether Defendants failed to provide timely, uninterrupted, off-duty meal
2 periods to Plaintiffs and Class Members, or required Plaintiffs and Class Members to work through
3 their meal periods without compensation in lieu thereof;

4 (d) Whether Defendants failed to permit timely, uninterrupted, off-duty rest
5 breaks for every four hours or major fraction thereof worked by Plaintiffs and Class Members, or
6 required Plaintiffs and Class Members to work through their rest breaks without compensation in
7 lieu thereof;

8 (e) Whether Defendants failed to timely pay Waiting Time Subclass Members
9 all wages due either immediately upon termination or within 72 hours after resignation;

10 (f) Whether Defendants' conduct was willful;

11 (g) Whether Defendants failed to issue accurate itemized wage statements;

12 (h) Whether Defendants required Plaintiffs and Class Members to use their
13 personal cellular phones for work-related purposes and failed to reimburse them for a reasonable
14 portion of their cellular phone bills;

15 (i) Whether Defendants required Plaintiffs and Class Members to drive their
16 personal vehicles for work-related purposes and failed to fully reimburse them for mileage,
17 insurance, wear and tear on their vehicles, and other related expenses of operating their vehicles;

18 (j) Whether Defendants engaged in unfair business practices in violation of Cal.
19 Bus. & Prof. Code sections 17200 *et seq.*; and

20 (k) Additional common questions of law and fact that may develop as the
21 litigation progresses.

22 **TYPICALITY**

23 34. Plaintiffs are informed, believe, and thereon allege that Plaintiffs' claims are typical
24 of the claims of the Class because: Plaintiffs and the Class sustained injuries and damages arising
25 out of and caused by Defendants' unlawful policies and practices; the claims arise out of the same
26 course of conduct by Defendants; Plaintiffs' claims are based upon the same legal theories as the
27 claims of the Class; and the legal issues raised under California state law as a result of Defendants'
28 conduct apply equally to Plaintiffs and the Class Members.

ADEQUACY OF REPRESENTATION

35. Plaintiffs are adequate representatives of the Class, in that their claims (and defenses, if any) are typical of those of the Class. Plaintiffs have no conflicts of interest with fellow Class Members and they will be able to fairly and adequately protect the interests of the Class. Plaintiffs have the same interests in the litigation of this case as the Class Members, are committed to vigorous prosecution of this case and have retained competent counsel experienced in class action and wage and hour litigation of this nature.

PREDOMINANCE

36. Defendants have engaged in a common course of wage and hour abuse toward Plaintiffs and Class Members. The common issues arising from this conduct that affect Plaintiffs and Class Members predominate over any individual issues. Adjudication of these common issues in a single action has important and desirable advantages of judicial economy.

SUPERIORITY OF CLASS ACTION

37. A class action is superior to other available methods for the fair and efficient adjudication of this controversy because individual litigation of the claims of all Class Members is impracticable. Even if every Class Member could afford individual litigation, the court system could not. It would be unduly burdensome to the courts in which individual litigation of numerous cases would proceed. Individualized litigation would also present the potential for varying, inconsistent, or contradictory judgments and would magnify the delay and expense to all parties and to the court system resulting from multiple trials of the same complex factual issues. Moreover, individual actions by Class Members may establish inconsistent standards of conduct for Defendants. By contrast, the conduct of this action as a class action, with respect to some or all of the issues presented herein, presents fewer management difficulties, conserves the resources of the parties and the court system, and protects the rights of each Class Member.

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FIRST CAUSE OF ACTION

(FAILURE TO PAY ALL WAGES)

(Against All Defendants)

38. Plaintiffs incorporate by reference all previous paragraphs of this Complaint as though fully set forth herein.

39. At all times herein relevant, Defendants had a duty to comply with Labor Code sections 204, 1182.12, 1194, 1194.2, 1197, 1198, the applicable IWC Wage Orders, and all applicable local minimum wage ordinances in effect throughout California.

40. Labor Code section 204 and the IWC Wage Orders require timely payment of all wages owed on regularly scheduled paydays at least twice during each calendar month, on days designated in advance by the employer as the regular paydays. All wages earned in excess of the normal work period must be paid no later than the payday for the next regular payroll period.

41. The IWC Wage Orders define "hours worked" as "the time during which an employee is subject to the control of an employer and includes all time the employee is suffered or permitted to work, whether or not required to do so."

42. Labor Code section 1182.12 sets forth the minimum hourly wage that must be paid to all employees in California for all hours worked. Local minimum wage ordinances may provide for higher minimum wage rates that must be paid to employees for all hours worked in those locales where each local ordinance is in effect. Labor Code section 1197 affirms that it is unlawful to pay less than the state or local minimum wage, whichever is higher, for any hour of work.

43. Labor Code section 1194 requires that employers pay employees at least the legal minimum wage rate for all hours worked, notwithstanding any agreement to work for a lesser wage. Labor Code section 1194 further authorizes any employee receiving less than the legal minimum wage applicable to the employee to recover in a civil action the unpaid balance of the full amount of wages, along with interest thereon, reasonable attorneys' fees and costs of suit.

44. Labor Code section 1194.2 authorizes the recovery of liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon for unpaid wage violations.

1 45. Labor Code section 1198 prohibits employers from employing for longer hours or
2 less favorable conditions than those set forth in the Labor Code, IWC Wage Orders, or as otherwise
3 set by the Labor Commissioner.

4 46. During the relevant time period, Defendants failed to pay Plaintiffs and Class
5 Members all wages due, including minimum and regular wages, due to Defendants' practices of
6 failing to accurately record the hours worked and not compensating Plaintiffs and Class Members
7 for the time spent travelling from one job site to another, time spent working during unpaid meal
8 periods, mandatory training, and all other off-the-clock work without compensation for such time.

9 47. In violation of California law, Defendants have knowingly and willfully refused to
10 perform their obligations and compensate Plaintiffs and Class Members for all wages earned as
11 alleged above.

12 48. Defendants' failure to pay Plaintiffs and Class Members all earned minimum and
13 regular wages in accordance with Labor Code sections 204, 1182.12, 1194, 1194.2, 1197, 1198,
14 the applicable IWC Wage Orders, and all applicable local minimum wage ordinances in effect
15 throughout California, Plaintiffs and Class Members are entitled to recover the full amount of
16 unpaid wages, liquidated damages, prejudgment interest, and statutory penalties, along with
17 attorneys' fees and costs in amounts that will be established at trial.

18 **SECOND CAUSE OF ACTION**

19 **FAILURE TO PAY OVERTIME WAGES**

20 **(AGAINST ALL DEFENDANTS)**

21 49. Plaintiffs incorporate by reference all previous paragraphs of this Complaint as
22 though fully set forth herein.

23 50. At all relevant times, Defendants had a duty to comply with Labor Code sections
24 204, 510, 1194, and 1198 and the applicable IWC Wage Orders.

25 51. Labor Code section 204 and the IWC Wage Orders require timely payment of all
26 wages, including overtime, on regularly scheduled days at least twice during each calendar month,
27 on days designated in advance by the employer as the regular paydays. All wages earned in excess
28 of the normal work period must be paid no later than the payday for the next regular payroll period.

1 52. Labor Code section 510 and the IWC Wage Orders require that employers pay
2 employees for all overtime hours at a rate of one and one-half times the employee's regular rate of
3 pay for hours worked in excess of eight hours in one workday, 40 hours in one workweek, and after
4 the first eight hours on the seventh consecutive workday in one work week. Labor Code section 510
5 and the IWC Wage Orders further require that employers pay employees double their regular rate
6 of pay for hours work in excess of 12 hours in a workday and after eight hours on the seventh
7 consecutive workday in one workweek. Labor Code section 510 requires payment of overtime
8 wages at one- and one-half times the "regular rate of pay," which includes all forms of remuneration
9 earned by the employee.

10 53. Labor Code section 1194 requires that employers pay employees at least the legal
11 overtime rate for all overtime hours worked, notwithstanding any agreement to work for a lesser
12 wage. Labor Code section 1194 further authorizes any employee receiving less than the legal
13 overtime compensation applicable to the employee to recover in a civil action the unpaid balance
14 of the full amount of overtime compensation, along with interest thereon, reasonable attorneys'
15 fees and costs of suit.

16 54. Labor Code section 1198 prohibits employers from employing for longer hours or
17 less favorable conditions than those set forth in the Labor Code, IWC Wage Orders, or as otherwise
18 set by the Labor Commissioner.

19 55. During the relevant time period, Defendants failed to pay Plaintiffs and Class
20 Members all earned overtime wages due to Defendants' practices of failing to accurately record all
21 time worked and not compensating Plaintiffs and Class Members for time spent travelling from one
22 job site to another, time spent working during unpaid meal periods, mandatory training, and all
23 other off-the-clock work to the extent such unpaid time entitled Plaintiffs and Class Members to
24 the payment of overtime wages.

25 56. In violation of state law, Defendants knowingly and willfully refused to perform
26 their obligations and compensate Plaintiffs and Class Members for all earned overtime wages.

27 57. For Defendants' failure to pay overtime compensation in accordance with Labor
28 Code sections 204, 510, 1194 and 1198 and the IWC Wage Orders, Plaintiffs and Class Members

are entitled to recover the full amount of unpaid overtime compensation, prejudgment interest, statutory penalties, attorneys' fees, and costs in amounts that will be established at trial.

THIRD CAUSE OF ACTION

(FAILURE TO PROVIDE MEAL PERIODS OR COMPENSATION IN LIEU THEREOF)

(Against All Defendants)

58. Plaintiffs incorporate by reference all previous paragraphs of this Complaint as though fully set forth herein.

59. At all relevant times, Defendants had a duty to comply with California Labor Code sections 226.7 and 512, and the applicable IWC Wage Orders and California Code of Regulations.

60. Labor Code section 226.7 states, "No employer shall require any employee to work during any meal or rest period mandated by an applicable order of the Industrial Welfare Commission," and requires payment of one (1) hour of pay in lieu of meal periods not provided by the employer. (Lab. Code § 226.7(a)-(c).)

61. Section 11 of the applicable IWC Wage Order provides as follows:

- A. No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes . . .
- B. An employer may not employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second meal period of not less than 30 minutes . . .
- C. If an employer fails to provide an employee a meal period in accordance with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each work day that the meal period is not provided.

62. Throughout the relevant time period, Plaintiffs and Class Members regularly worked over five (5) and ten (10) hours in a workday and were entitled to timely, off-duty meal periods. Instead, Defendants failed to adopt and implement compliant meal period policies and practices, and Plaintiffs and Class Members were frequently denied lawful meal periods.

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63. At all times relevant herein, Labor Code section 226.7, and applicable provisions of the California Code of Regulations and IWC Wage Orders have applied and continue to apply to Plaintiffs and Class Members' employment with Defendants.

64. Labor Code section 226.7(b) and the IWC Wage Orders prohibit an employer from requiring any employee to work during a meal period mandated by any California statute, regulation, standard or order. If an employer fails to provide an employee with a meal period in accordance with state law, California Labor Code section 226.7(c) and the IWC Wage Orders require that the employer pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal period is noncompliant.

65. Throughout the relevant time period, Plaintiffs and Class Members did not receive compliant meal periods when they worked more than five and/or 10 hours per day because their meal periods were short, late, interrupted, and/or missed altogether, including second meal periods for shifts over ten hours.

66. Throughout the relevant time period, Defendants failed to permit Plaintiffs and Class Members to take timely, uninterrupted, off-duty meal periods as required by law.

67. Throughout the relevant time period, Defendants failed to pay Plaintiffs and Class Members meal period premiums for noncompliant meal periods pursuant to California Labor Code section 226.7(b) and the applicable IWC Wage Orders and California Code of Regulations.

68. Plaintiffs are informed, believe, and thereon allege that Class Members did not voluntarily waive their meal periods.

69. As a direct and proximate result of Defendants' unlawful conduct, as set forth herein, Plaintiffs and Class Members have sustained and continue to sustain damages, including loss of premium pay for meal period violations and earnings, in an amount to be established at trial, plus prejudgment interest pursuant to statute.

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

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FOURTH CAUSE OF ACTION

(FAILURE TO PERMIT REST PERIODS OR COMPENSATION IN LIEU THEREOF)

(Against All Defendants)

71. Plaintiffs incorporate by reference all previous paragraphs of this Complaint as though fully set forth herein.

72. Labor Code section 226.7 states “No employer shall require any employee to work during any meal or rest period mandated by an applicable order of the Industrial Welfare Commission.” (Lab. Code § 226.7(a).)

73. Section 12 of the applicable Wage Order provides in relevant part that:

(A) Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 1/2) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.

(B) If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each work day that the rest period is not provided.

74. Plaintiffs are informed, believe, and thereon allege that Defendants required Plaintiffs and Class Members to regularly work shifts in excess of three and one-half hours without being permitted the opportunity to take a paid, uninterrupted, off-duty rest period of at least ten (10) minutes for every four hours worked or major fraction thereof, and failed to pay Plaintiffs and Class Members rest period premiums for each workday that a rest period was not permitted.

75. Plaintiffs are informed, believe, and thereon allege that Plaintiffs and Class Members worked in excess of 3.5 hours, six (6) hours, and/or ten (10) hours.

76. During the relevant time period, Plaintiffs and Class Members did not receive compliant 10-minute rest periods for every four hours worked or major fraction thereof.

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78. Plaintiffs are informed, believe and thereon allege Class Members did not voluntarily waive rest periods.

79. As a direct and proximate result of Defendants' unlawful conduct, as set forth herein, Plaintiffs and Class Members have sustained and continue to sustain damages, including loss of earnings, in an amount to be established at trial, plus prejudgment interest pursuant to statute.

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

FIFTH CAUSE OF ACTION

(FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS)

(Against All Defendants)

81. Plaintiffs incorporate by reference all previous paragraphs of this Complaint as though fully set forth herein.

82. Labor Code section 226(a) provides that, at the time of each payment of wages, an employer shall provide each employee with a wage statement itemizing, among other things, the gross wages earned (including wage premiums), total hours worked, net wages earned, all applicable hourly rates in effect and the corresponding number of hours worked at each rate by the employee during the pay period.

83. Labor Code section 226(e) provides that an employee suffering injury as a result of a knowing and intentional failure by an employer to comply with Labor Code section 226(a) is entitled to recover the greater of his or her actual damages or a penalty of \$50 for the initial pay period in which a violation occurs and \$100 per employee for each violation in a subsequent pay period (up to a maximum of \$4,000), in addition to attorneys' fees and costs. An employee is deemed to suffer injury if the employer fails to provide a wage statement.

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1 84. Section 7 of the IWC Wage Orders requires Defendants to maintain time records
2 showing, among other things, when the employee begins and ends each work period, meal periods
3 taken, total daily hours worked, all deductions or other compensation actually furnished to
4 employees, and accurately report total hours worked by Plaintiffs and Class Members in an
5 itemized statement. Plaintiffs are informed, believe, and thereon allege that Defendants have
6 knowingly and intentionally failed to comply with the IWC Wage Orders.

7 85. Throughout the relevant time period, Defendants provided wage statements that did
8 not accurately reflect the total number of hours worked by Plaintiffs and Class Members at each
9 corresponding pay rate and the gross and net wages earned, making it difficult for Plaintiffs and
10 Class Members to determine whether they were paid correctly for all hours worked and the extent
11 of any underpayment. Plaintiffs have had to file this lawsuit in order to determine the extent of the
12 underpayment of wages, thereby causing Plaintiffs to incur expenses and lost time. Plaintiffs would
13 not have had to engage in these efforts and incur these costs had Defendants provided statements
14 that accurately reflected all wages earned. This has also delayed Plaintiffs' ability to demand and
15 recover the underpayment of wages from Defendants. Defendants' violations of California Labor
16 Code section 226(a) prevented Plaintiffs and Class Members from knowing, understanding and
17 disputing the wages paid to them, and resulted in an unjustified economic enrichment to
18 Defendants.

19 86. Defendants knowingly and intentionally failed to provide accurate, itemized wage
20 statements to Plaintiffs and Class Members, and as such Plaintiffs and Class Members are deemed
21 to have suffered injury in accordance with Labor Code section 226. Plaintiffs and the Class are
22 therefore entitled to the damages and penalties provided for under Labor Code section 226(e).

23 87. Plaintiffs and Class Members are also entitled to injunctive relief under California
24 Labor Code section 226(h), compelling Defendants to comply with California Labor Code section
25 226 and seek the recovery of attorneys' fees and costs incurred in obtaining this injunctive relief.

26 88. WHEREFORE, Plaintiffs and the Class Members they seek to represent request
27 relief as described herein and below.

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SIXTH CAUSE OF ACTION
(WAITING TIME PENALTIES)
(Against All Defendants)

89. Plaintiffs incorporate by reference all previous paragraphs of this Complaint as though fully set forth herein.

90. At all relevant times, Defendants had a duty to comply with California Labor Code sections 201, 202, and 203, and the applicable IWC Wage Orders and California Code of Regulations. Defendants failed to comply with these final paycheck requirements with respect to the Waiting Time Subclass.

91. California Labor Code section 201 requires that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.

92. California Labor Code section 202 requires Defendants to pay their employees all wages due at the time the employee is discharged, or within 72 hours of quitting.

93. California Labor Code section 203 provides that if an employer willfully fails to timely pay such wages (including wage premiums), 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.

94. The Waiting Time Subclass is entitled to compensation for earned but unpaid wages, including, but not limited to, minimum, regular and overtime wages, but to date have not received such compensation, therefore entitling them to penalties pursuant to Labor Code section 203.

95. As a consequence of Defendants' willful conduct in failing to pay all earned wages, the Waiting Time Subclass Members are entitled to up to 30 days' wages as a penalty for Defendants' failure to timely pay wages upon separation of employment.

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

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SEVENTH CAUSE OF ACTION

(FAILURE TO REIMBURSE BUSINESS EXPENSES)

(Against All Defendants)

97. Plaintiffs incorporate by reference all previous paragraphs of this Complaint as though fully set forth herein.

98. At all relevant times, Defendants had a duty to comply with California Labor Code sections 2800 and 2802 and the applicable IWC Wage Orders and California Code of Regulations.

99. California Labor Code section 2800 requires employers to indemnify employees for losses caused by the employer's want of ordinary care. To the extent Defendants claim that Plaintiffs and Class Members failed to request, demand, notify or otherwise seek reimbursement for their expenses and losses, Defendants were obligated to nevertheless indemnify Plaintiffs and Class Members due to their own negligence.

100. Labor Code section 2802(a) provides that an employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer. Labor Code section 2802(b) authorizes employees to recover in a court action interest which shall accrue from the date on which the employee incurred the necessary expenditure or loss. Labor Code section 2802(c) authorizes employees to also recover attorneys' fees and costs.

101. During the relevant time period, Plaintiffs and Class Members were required to drive their personal vehicles between customer location to perform their job duties but were not reimbursed for fuel, mileage, cost of insurance, wear and tear on their vehicles, and other related expenses of operating their personal automobiles. Further, Plaintiffs and Class Members were also required to use their personal cellular phones to communicate with supervisors and to use a timekeeping application on their personal phones, but they were not reimbursed for a reasonable percentage of their cellular phone bills.

102. Defendants have unfairly and unlawfully violated Labor Code sections 2800 and 2802, and the applicable Wage Order by failing to reimburse Plaintiffs and Class Members for all of their out-of-pocket business expenses incurred in the discharge of their job duties.

103. As a consequence of Defendants' willful conduct, Plaintiffs and Class Members have sustained damages for unreimbursed out-of-pocket business expenses, due in an amount to be established at trial, plus prejudgment interest, attorney's fees, and costs pursuant to statute.

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

EIGHTH CAUSE OF ACTION
(UNFAIR BUSINESS PRACTICES)
(Against All Defendants)

105. Plaintiffs incorporate by reference all previous paragraphs of this Complaint as though fully set forth herein.

106. California Business & Professions Code section 17200, *et seq.* ("UCL") prohibits unfair competition by prohibiting unlawful, unfair, or fraudulent business practices or acts.

107. A violation of Business and Professions Code sections 17200, *et seq.*, may be predicated on the violation of any state or federal law. In the instant case, Defendants' policies and practices violated state law, causing Plaintiffs and Class Members to suffer and continue to suffer injuries-in-fact. Defendants' conduct, as alleged herein, has been and continues to be unfair, unlawful and harmful to Plaintiffs and Class Members, and contrary to California's strong public policy protecting employee rights. As such, Plaintiffs seek to enforce important rights affecting the public interest within the meaning of California Code of Civil Procedure section 1021.5.

108. Defendants' conduct alleged below constitutes false, fraudulent, unlawful, unfair, and/or deceptive business practices in at least the following respects:

(a) Failing to pay all minimum and regular wages due to Plaintiffs and Class Members in violation of Labor Code sections 204, 1182.12, 1194, 1194.2, 1197 and 1198;

(b) Failing to pay all overtime and double time wages due to Plaintiffs and Class Members in violation of Labor Code sections 510, 1194 and 1198;

(c) Failing to provide compliant meal periods or compensation in lieu thereof in violation of California Labor Code sections 226.7 and 512;

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1 (d) Failing to authorize or permit rest breaks or provide compensation in lieu
2 thereof in violation of California Labor Code section 226.7;

3 (e) Failing to provide Plaintiffs and Class Members with accurate itemized wage
4 statements in violation of California Labor Code section 226;

5 (f) Failing to timely pay all earned wages to Waiting Time Subclass Members
6 upon separation of employment in violation of California Labor Code sections 201, 202 and 203;

7 (g) Failing to reimburse Plaintiffs and Class Members all necessary business
8 expenses in violation of California Labor Code sections 2800 and 2802; and

9 (h) Violations of the IWC Wage Orders for the same conduct above.

10 109. Defendants' course of conduct, acts, and practices in violation of California law
11 mentioned above each constitute a separate and independent violation of the UCL. Defendants'
12 conduct described herein violates the policy or spirit of such laws or otherwise significantly
13 threatens or harms competition. The harm to Plaintiffs and Class Members in being wrongfully
14 denied earned wages and reimbursements outweighs the utility, if any, of Defendants' policies or
15 practices and, therefore, Defendants' actions described herein constitute unfair business practices
16 or acts within the meaning of the UCL.

17 110. Plaintiffs further bring this cause of action on behalf of the proposed Class, seeking
18 statutory relief to stop the misconduct of Defendants, as complained herein, and to compel
19 restitution and disgorgement of all profits (i.e., unpaid wages, reimbursements, and premiums, etc.)
20 obtained by Defendants through the unfair and unlawful business practices described herein, *inter*
21 *alia*, Business and Professions Code sections 17202, 17203, and 17208. Under the circumstances
22 alleged, it would be inequitable and result in a miscarriage of justice for Defendants to continue to
23 retain the property of Plaintiffs and Class Members.

24 111. Defendants' failure to adopt policies in accordance with and/or adhere to these laws
25 engenders an unfair competitive advantage for Defendants, thereby constituting unfair business
26 practices, as set forth in the UCL.

27 112. Pursuant to California Business & Professions Code section 17203, as a direct and
28 proximate result of the unfair business practices of Defendants, Plaintiffs, individually, and on

1 behalf of all employees similarly situated, is entitled to equitable and injunctive relief, against such
2 unlawful practices in order to prevent future damage, for which there is no adequate remedy at law,
3 and to avoid a multiplicity of lawsuits. Plaintiffs and the Class Members' remedy includes full
4 restitution of all wages and reimbursements which have been unlawfully withheld from Plaintiffs
5 and the Class Members as a result of the business acts and practices described herein, and an order
6 enjoining Defendants to cease and desist from engaging in the practices described herein.

7 113. Plaintiffs and Class Members also request any other such legal and equitable relief
8 as the Court deems just and proper, including an injunction prohibiting Defendants from engaging
9 in the unfair, unlawful, and/or fraudulent practices alleged in this Complaint.

10 114. As a result of Defendants' unlawful and unfair business practices, Plaintiffs and
11 Class Members are entitled to and seek restitution and disgorgement, and other appropriate relief
12 available under California Business & Professions Code sections 17200, *et seq.* Plaintiffs, on behalf
13 of themselves and the Class, also seek recovery of attorneys' fees and costs of this action to be paid
14 by Defendants as provided by Code of Civil Procedure section 1021.5.

15 115. WHEREFORE, Plaintiffs and the Class Members they seek to represent request
16 relief as described herein and below.

17 **NINTH CAUSE OF ACTION**

18 **(ENFORCEMENT OF PAGA (LAB CODE § 2698, *et seq.*))**

19 **(Against All Defendants)**

20 116. Plaintiffs incorporate by reference all previous paragraphs of this Complaint as
21 though fully set forth herein.

22 117. Under Labor Code section 2699.3(a), a plaintiff may bring a cause of action under
23 PAGA after giving the LWDA and the employer notice of the Labor Code sections alleged to
24 have been violated, and after receiving notice from the LWDA of its intention not to investigate
25 or after 65 days have passed without notice from the LWDA.

26 118. On March 4, 2021, Claimant Delmi Menendez gave written notice of the specified
27 provisions alleged to have been violated by Defendants, including the facts and theories to support
28 the alleged violations, as required by Labor Code section 2699.3. This written notice was provided

1 via certified mail to Defendants and to the LWDA by electronically filing the notice via the
2 Department of Industrial Relations' website. More than 65 days has passed since notice was given,
3 and the LWDA has not responded to indicate that it would investigate the alleged violations. On
4 May 15, 2024, Plaintiffs supplemented the original notice and identified themselves as additional
5 claimants. Accordingly, Plaintiffs have exhausted their administrative remedies and may amend
6 his Complaint to add a PAGA cause of action.

7 119. Pursuant to Labor Code section 2699(a), any provision of the Labor Code that
8 provides for a civil penalty to be assessed and collected by the LWDA or any of its departments,
9 divisions, commissions, boards, agencies or employees for violation of the code may, as an
10 alternative, be recovered through a civil action brought by an aggrieved employee on behalf of
11 himself and other current or former employees pursuant to the procedures specified in Labor Code
12 section 2699.3.

13 120. For all provisions of the Labor Code except those for which a civil penalty is
14 specifically provided, Labor Code section 2699(f) imposes upon Defendants a penalty of one
15 hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation and
16 two hundred dollars (\$200.00) for each aggrieved employee per pay period for each subsequent
17 pay period in which Defendants violated these provisions of the Labor Code.

18 121. The Labor Code sections violated by Defendants and those upon which Plaintiffs
19 seek remedies available under PAGA include, but are not limited to, the following:

20 (a) Labor Code sections 201-204, 206, 210, 510, 558, 558.1, 1182.12, 1194,
21 1194.2, 1197, 1197.1, 1198, and 1199 for failure to timely pay all earned wages (including
22 minimum, regular, and overtime wages) owed to Plaintiffs and other aggrieved employees during
23 employment and upon separation of employment as herein alleged;

24 (b) Labor Code sections 226.7 and 512 for failure to provide meal periods to
25 Plaintiffs and other aggrieved employees and failure to pay premium wages for missed meal
26 periods as herein alleged;

27 (c) Labor Code sections 226.7 for failure to permit rest breaks to Plaintiffs and
28 other aggrieved employees and failure to pay premium wages for missed rest periods as herein

1 alleged;

2 (d) Labor Code sections 226, 226.3, and 558.1 for failure to provide accurate
3 itemized wage statements to Plaintiffs and other aggrieved employees as herein alleged;

4 (e) Labor Code sections 1174 and 1174.5 for failure to maintain accurate
5 records regarding the employment of Plaintiffs and other aggrieved employees as herein alleged;
6 and

7 (f) Labor Code sections 558.1, 2800, and 2802 for failure to reimburse
8 necessary business expenses.

9 122. Labor Code section 558(a) provides “[a]ny employer or other person acting on
10 behalf of an employer who violates, or causes to be violated, a section of this chapter or any
11 provision regulating hours and days of work in any order of the Industrial Welfare Commission
12 shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each
13 underpaid employee for each pay period for which the employee was underpaid . . . (2) For each
14 subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period
15 for which the employee was underpaid.”

16 123. Labor Code section 1174.5 provides a \$500 penalty for an employer’s failure to
17 maintain accurate and complete payroll records showing the hours worked daily and the wages paid
18 to employees.

19 124. Labor Code section 1197.1 also provides “[a]ny employer or other person acting
20 either individually or as an officer, agent, or employee of another person, who pays or causes to be
21 paid to any employee a wage less than the minimum fixed by an applicable state or local law, or by
22 an order of the commission shall be subject to a civil penalty . . . as follows: (1) For any initial
23 violation that is intentionally committed, one hundred dollars (\$100) for each underpaid employee
24 for each pay period for which the employee is underpaid . . . (2) For each subsequent violation for
25 the same specific offense, two hundred fifty dollars (\$250) for each underpaid employee for each
26 pay period for which the employee is underpaid regardless of whether the initial violation is
27 intentionally committed.

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127. The procedural requirements under Labor Code section 2699.3 as to Defendants have been exhausted, permitting Plaintiffs to pursue a claim for penalties on behalf of themselves and all other aggrieved employees under the PAGA.

128. Pursuant to Labor Code sections 2699(a), 2699.3 and 2699.5, Plaintiffs are entitled to recover civil penalties, in addition to other remedies, for violations of the Labor Code sections cited above.

129. For bringing this action, Plaintiffs are entitled to attorney's fees and costs incurred herein.

WHEREFORE, Plaintiffs, on behalf of themselves and the proposed Class, pray for judgment and the following specific relief against Defendants, jointly and severally, as follows:

1. That the Court certify the proposed Class and Subclasses, and any other class or subclasses as appropriate under California Code of Civil Procedure section 382;
2. That Plaintiffs be appointed as the Class Representatives;
3. That Daily Aljian LLP be appointed as Class Counsel;
4. For compensatory damages, including, but not limited to, unpaid minimum and overtime wages, in an amount according to proof with interest thereon;
5. For such general, economic, and/or special damages in an amount according to proof with interest thereon;
6. For damages, monetary relief, wages, premiums, expense reimbursements, benefits and penalties, including interest thereon;

7. For waiting time penalties pursuant to California Labor Code section 203;
8. For liquidated damages pursuant to California Labor Code section 1194.2;
9. For statutory penalties to the extent permitted by law, including those pursuant to the California Labor Code and IWC Wage Orders;
10. For the amounts provided for in Labor Code section 226.7;
11. For civil penalties pursuant to PAGA;
12. For attorney's fees, costs of suit, including expert fees, and interest pursuant to Labor Code sections 218.5, 218.6, 226(e), 1194, 1194.3, 2699, 2802(c) and Code of Civil Procedure section 1021.5;
13. For disgorgement and restitution to Plaintiffs and Class Members of all money and property unlawfully acquired by Defendants through unfair or unlawful business practices pursuant to Business and Professions Code sections 17200, *et seq.*;
14. For permanent injunctive relief described in the UCL cause of action;
15. For prejudgment interest on all sums recovered pursuant to Labor Code section 218.6, Civil Code sections 3287 and 3289, and applicable law;
16. For post judgment interest on all amounts awarded to Plaintiffs and Class Members as provided by law;
17. A declaratory judgment that the practices complained of herein are unlawful under California law;
18. Such other injunctive and equitable relief as the Court may deem proper; and
19. An award of such other and further relief as this Court may deem appropriate.

Dated: May 29, 2024

DAILY ALJIAN LLP

By: /s/ Simon Kwak

Justin E. D. Daily
Reed Aljian
Simon Kwak

Attorneys for Plaintiffs Esther Hernandez
and Eugenia Catalan, individually and on
behalf of all others similarly situated

DEMAND FOR JURY TRIAL

Plaintiffs, on behalf of themselves and all others similarly situated, hereby request a jury trial on all claims so triable.

Dated: May 29, 2024

DAILY ALJIAN LLP

By: /s/ Simon Kwak

Justin E. D. Daily

Reed Aljian

Simon Kwak

Attorneys for Plaintiffs Esther Hernandez
and Eugenia Catalan, individually and on
behalf of all others similarly situated

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Case Name: *Menendez v. Strategic Building Services, Inc., et al.*

FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT

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Executed on **May 29, 2024**, at Newport Beach, California.

Daisy Lopez