

GREGORY P. WONG (SBN: 204502)
HEATHER K. COX (SBN: 278898)
BARKHORDARIAN LAW FIRM, PLC
6047 Bristol Parkway, Second Floor
Culver City, CA 90230
Telephone: (323) 450-2777
Facsimile: (310) 215-3416
Email: Heather@barklawfirm.com

Attorneys for Plaintiff
Irinea Concepcion Garcia Solis, on behalf of
himself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
SPRING STREET COURTHOUSE - CIVIL COMPLEX CENTER

IRINEA CONCEPCION GARCIA SOLIS, on
behalf of himself and all others similarly
situated,

Plaintiff,

vs.

ANGELS JANITORIAL SOLUTIONS, INC., a
California Corporation; CLINIKO
ESTRATEGIC EMPLOYMENT AGENCY, an
unknown entity and DOES 1 through 100,
inclusive,

Defendants.

CASE NO.: 21STCV22046

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

- 1. Failure to Pay All Wages Earned;**
- 2. Failure to Pay Minimum Wages;**
- 3. Failure to Pay Overtime Wages;**
- 4. Failure to Provide Accurate, Itemized Wage Statements;**
- 5. Failure to Provide Rest Breaks;**
- 6. Failure to Maintain Records;**
- 7. Waiting Time Penalties; and**
- 8. Unfair Business Practice (CA Business & Professions Code Section 17200, et seq.)**
- 9. Violation of California Labor Code Section 2698, et seq. (Private Attorneys General Act ("PAGA"))**

[UNLIMITED CIVIL]

[JURY TRIAL DEMANDED]

1 Plaintiff Irinea Conception Garcia Solis (hereinafter "Plaintiff") on behalf of herself and all
2 others similarly situated, alleges and states as follows:

3 **JURISDICTION AND VENUE**

4 1. This class action is brought pursuant to California Code of Civil Procedure section
5 382. The monetary damages and restitution sought by Plaintiff exceed the minimal jurisdiction
6 limits of the Superior Court and will be established according to proof at trial. The amount in
7 controversy for each class representative, including claims for compensatory damages and pro rata
8 share of attorneys' fees is less than \$75,000.00. It is believed that the total sum owed to the Class
9 alleged herein is less than \$5,000,000.00, based upon the anticipated size of the Class and the
10 amount in controversy for each member of the Class.

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

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

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

22 5. On June 9, 2021, Plaintiff provided notice to the California Labor and Workforce
23 Development Agency ("CLWDA") of her intent to file a lawsuit against Defendant pursuant to the
24 Private Attorneys General Act for violations of Labor Code sections 201 through 204, 226, 226.7,
25 226.8, 510, 512, 2802, 1174(d), 1194(a), and 1198. This matter has been assigned case number
26 LWDA-CM-834553-21 by the CLWDA. As of the date of filing of this First Amended Complaint,
27 the CLWDA has not provided any notice that it intends to investigate the alleged violations.
28 Accordingly, upon stipulation of the parties and with leave from the Court, Plaintiff now files this

1 First Amended Complaint pursuant to California Labor Code section 2699.3(c), which authorizes
2 a plaintiff to amend an existing civil complaint within 60 days of the relevant event giving rise to
3 a complaining employee's right to proceed in a civil action brought under the California Private
4 Attorneys General Act (California Labor Code section 2698, et seq.).

5 **THE PARTIES**

6 6. At all times relevant herein, Plaintiff was, and is, an individual residing in the City
7 of Los Angeles, County of Los Angeles, State of California.

8 7. Plaintiff is informed and believes, and based thereon alleges, that at all times
9 relevant herein, Defendant ANGELS JANITORIAL SOLUTIONS, INC. or was, and is, a
10 California Corporation engaged in the janitorial service industry in the State of California.

11 8. Plaintiff is informed and believes, and based thereon alleges, that at all times
12 relevant herein, Defendant CLINIKO ESTRATEGIC EMPLOYMENT AGENCY or was, and is, a
13 California Corporation engaged in the janitorial service industry in the State of California.

14 9. Plaintiff is unaware of the true names and capacities of Defendants named herein as
15 DOES 1 through 100, inclusive, and therefore sues these Defendants by such fictitious names.
16 Plaintiff will amend this Complaint to allege such names and capacities when the same has been
17 ascertained. Plaintiff is informed and believes, and based thereon alleges, that each of the
18 fictitiously named Defendants stated herein bears a legal responsibility to Plaintiff similar to that
19 of the named Defendant herein.

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

24 11. Hereinafter Defendant Angels Janitorial Solutions, Inc., Cliniko Estrategic
25 Employment Agency, and DOES 1 through 100 will be known as "Defendants."

26 12. Plaintiff hereby demands a trial by jury.

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

28 13. Defendants are joint employers engaged in the business of operating professional

1 janitorial services for various supermarkets and facilities across California.

2 14. Plaintiff worked for Defendants beginning in or about 2014 as a janitor, a non-
3 exempt hourly position. Similar to all other janitors employed by Defendants, Plaintiff's job
4 responsibilities generally encompassed cleaning, sweeping, disinfecting and emptying trash.
5 Plaintiff and other employees were misclassified as independent contractors despite janitorial
6 services being the usual course of business for the Defendants and Defendants exercising direct
7 control over the work performed. Plaintiff's last day of work was on or about January 4, 2021.

8 15. During all times relevant to this action, Defendants maintained uniform
9 timekeeping, scheduling, and payroll processes and procedures for all of its janitors. Plaintiff is
10 informed and believes, and based thereon alleges, that Defendants also maintained uniform work
11 rules and procedures for all of its janitors. Additionally, Plaintiff and other employees were
12 required to wear uniforms while working for Defendants.

13 16. Despite being treated as employees, including not being free from the control and
14 direction of Defendants, and performing work within the usual course of Defendants' business of
15 janitorial services, Plaintiff and other employees were paid as independent contractors.

16 17. At all times relevant to this action, Defendants failed to properly compile, account
17 for, and pay Plaintiff and other employees for the hours they actually worked. Additionally,
18 Plaintiff did not receive overtime and/or double time premium pay for hours worked over eight (8)
19 in one day and/or over forty (40) in a week.

20 18. At all times relevant to this action, Defendants failed to provide Plaintiff and other
21 employees with all lawful mandatory rest breaks. Plaintiff is informed and believes, and based
22 thereon alleges, that Defendants did not pay hourly non-exempt employees one (1) hour of wages
23 for every rest period that was not provided or permitted by the Company.

24 19. At all times relevant to this action, Plaintiff never received an earnings statement.
25 Defendants did not accurately provide Plaintiff and the other employees with an earning statement
26 reflect the hours worked during the pay period, the correct hourly rates of pay, and did not provide
27 information necessary for Plaintiff to confirm that she received payment of all wages owed.
28 Plaintiff is informed and believes that all janitors in California did not receive wage statements and

1 they lacked these mandatory categories of information.

2 20. Plaintiff is informed and believes, and based thereon alleges, that at all times relevant
3 to this action, Defendants implemented a series of willful, systematic, and deliberate policies and
4 practices that suppressed operating costs at the expense of employee rights set forth under the
5 California Labor Code and the Industrial Welfare Commission (hereinafter "IWC") Wage Orders.

6 21. Defendants' unlawful conduct includes, but is not limited to:

7 (a) Failing to pay employees for all hours worked at either their regular rate of
8 pay or the applicable minimum wage;

9 (b) Failing to pay mandatory overtime and/or double time wages;

10 (c) Failing to provide employees with mandatory rest breaks;

11 (d) Failing to pay one (1) hour of wages to employees who are not provided with
12 legally compliant rest breaks;

13 (e) Failing to compensate class members with ten (10) minutes of pay for each
14 rest break owed;

15 (f) Failing to provide employees with accurate and complete wage statements;

16 (g) Failing to pay all wages owed at termination;

17 (h) Failing to maintain full, complete, and accurate payroll records, including an
18 accurate accounting of all hours worked;

19 22. Plaintiff is informed and believes, and based thereon alleges, that, during the
20 relevant period, Defendants' conduct resulted in systematic and class-wide violations of California
21 Labor Code sections 201-203, 204, 226(a), 226.7, 226.8, 510, 512(a), 1174(d), 1194(a), 1194.2,
22 1197, 1197.1, 1198.

23 CLASS ALLEGATIONS

24 23. Plaintiff brings this action individually, as well as on behalf of each and all persons
25 similarly situated, and thus, seeks class certification under California Code of Civil Procedure
26 Section 382.

27 24. All claims alleged herein arise under California law for which Plaintiff seeks relief
28 authorized under California law.

1 25. Plaintiff seeks to represent a class of all of Defendants' current and former non-
2 exempt employees, who fall into any of the following sub-classes composed of and defined as
3 follows:

4 (a) **Failure To Pay All Wages Earned Sub-class:** All current and former non-
5 exempt employees, who worked for Defendants in the State of California at any time during the
6 period commencing four (4) years prior to the filing of this Complaint until the date Notice of Class
7 Certification is mailed and were not compensated for all hours worked;

8 (b) **Unpaid Wages (Minimum Wage) Sub-Class:** All current and former non-
9 exempt employees who worked for Defendants in the State of California at any time during the
10 period commencing four (4) years prior to the filing of this Complaint until the date Notice of Class
11 Certification is mailed and were not paid at least the applicable minimum wage for all hours
12 worked;

13 (c) **Unpaid Wages (Overtime/Double Time) Sub-class:** All current and
14 former non-exempt employees who worked for Defendants in the State of California at any time
15 during the period commencing four (4) years prior to the filing of this Complaint until the date
16 Notice of Class Certification is mailed and were not paid all overtime and/or double time wages
17 earned;

18 (d) **Wage Statement Sub-class:** All current and former non-exempt employees
19 who worked for Defendants in the State of California during the period commencing one (1) year
20 prior to the filing of this Complaint until the date Notice of Class Certification is mailed and were
21 not furnished accurate, itemized wage statements as required by California Labor Code section
22 226(a);

23 (e) **Rest Break Sub-class:** All current and former non-exempt employees and
24 all others with similar job functions and/or titles who worked for Defendants in the State of
25 California at any time during the period commencing four (4) years prior to the filing of this
26 Complaint until the date Notice of Class Certification is mailed and were not authorized and
27 permitted to take all legally required rest breaks;

28 (f) **Failure to Maintain Payroll Records Sub-class:** All current and former

1 non-exempt employees and all others with similar job functions and/or titles who worked for
2 Defendants during the period commencing one (1) year prior to the filing of this Complaint until
3 the date Notice of Class Certification is mailed and for whom Defendants failed to maintain full,
4 complete, and accurate payroll records as required by California Labor Code section 1174(d);

5 (g) **Waiting Time Sub-class:** All former non-exempt employees who worked
6 for Defendants in the State of California during the period commencing three (3) years prior to the
7 filing of this Complaint until the date Notice of class Certification is mailed and were not paid all
8 wages owed at the time of voluntary or involuntary separation from employment.

9 (h) **UCL Sub-class:** All current and former non-exempt employees, who
10 worked for Defendants in the State of California at any time during the period commencing four
11 (4) years prior to the filing of this Complaint until the date Notice of Class Certification is mailed
12 and are entitled to restitution for Defendants' unlawful business practices, including, but not limited
13 to, failure to pay all wages earned, failure to pay minimum wages, failure to pay overtime and/or
14 double time wages, failure to provide lawful meal periods, failure to authorize and permit lawful
15 rest breaks, and failure to reimburse for all business expenditures incurred by employees in direct
16 consequence of the discharge of their duties.

17 26. The members of the proposed Class and Sub-classes, and each of them, are so
18 numerous that joinder of all members would be unfeasible and not practicable. The membership
19 of the entire Class is unknown to Plaintiff at this time; however, the class is estimated to be greater
20 than thirty (30) individuals and the identity of the class membership is readily ascertainable by
21 inspection of Defendants' payroll and personnel records.

22 27. Plaintiff has been, at all material times, a member of the Class and each Sub-Class.
23 Plaintiff is qualified to, and will, fairly and adequately represent the interests of each class member
24 with whom there is a shared, well-defined, community of interests. Plaintiff's claims are typical of
25 all class members' claims as they arise out of the same course of conduct and are predicated on the
26 same violations of law.

27 28. There are questions of law and fact as to the class and sub-classes which
28 predominate over questions affecting only individual members including, without limitation:

1 (a) Whether Defendants failed to pay Class Members for all hours worked at
2 either their regular rate of pay or the applicable minimum wage;

3 (b) Whether Defendants failed to pay Class Members all overtime and/or double
4 time wages owed under the California Labor Code and the California Industrial Welfare
5 Commission's Wage Orders, and all other applicable employment laws and regulations;

6 (c) Whether Defendants complied with wage reporting as required by the
7 California Labor Code, including, but not limited to, California Labor Code section 226(a);

8 (d) Whether Defendants authorized and permitted Class Members to take all
9 mandatory rest breaks as required by the California Labor Code and the California Industrial
10 Welfare Commission's Wage Orders;

11 (e) Whether Defendants failed to maintain full, complete, and accurate payroll
12 records as required by California Labor Code section 1174(d);

13 (f) Whether Defendants paid Class Members all wages due upon termination;

14 (g) Whether Defendants' conduct was willful or reckless;

15 (h) Whether Defendants engaged in unfair business practices in violation of
16 California Business and Professions Code section 17200, et seq.; and

17 (i) The appropriate amount of damages, restitution, and/or monetary penalties
18 resulting from Defendants' violations of California law.

19 29. The Court should permit this action to be maintained as a class action pursuant to
20 California Code of Civil Procedure section 382, because:

21 (a) Questions of law and fact common to the Class predominate over any
22 questions affecting individual members;

23 (b) The Class Action mechanism is superior to any other available method for
24 the fair and efficient adjudication of the claims of the members of the Class;

25 (c) The members of the Class are so numerous that it is impractical to bring all
26 members of the Class before the Court;

27 (d) Plaintiff, and the other members of the Class, will not be able to obtain
28 effective and economic legal redress unless the action is maintained as a class action;

1 (e) There is a community of interest in obtaining appropriate legal and equitable
2 relief for the statutory violations, and in obtaining adequate compensation for the damages and
3 injuries for which Defendants are responsible in an amount sufficient to adequately compensate the
4 members of the Class for the injuries sustained;

5 (f) Without Class Certification, the prosecution of separate actions by
6 individual members of the Class would create a risk of:

7 (i) Inconsistent or varying adjudications with respect to individual
8 members of the Class which would establish incompatible standards of conduct for Defendant;
9 and/or

10 (ii) Adjudications with respect to the individual members which would,
11 as a practical matter, be dispositive of the interests of other members not parties to the adjudications,
12 or would substantially impair or impede their ability to protect their interests, including, but not
13 limited to, the potential for exhausting the funds available from those parties who are, or may be,
14 responsible for Defendant; and

15 (g) Defendants have acted or refused to act on grounds generally applicable to
16 the Class, thereby making final injunctive relief appropriate with respect to the Class and each Sub-
17 class as a whole.

18 **FIRST CAUSE OF ACTION**

19 **(Violation of California Labor Code Section 204(a))**

20 **Failure to Pay All Wages Earned for All Hours Worked – Against all Defendants)**

21 30. Plaintiff refers to and incorporates herein by reference paragraphs 1 through 29 as
22 though fully set forth herein.

23 31. California Labor Code section 204(a) provides that all wages earned by any person
24 in any employment are due and payable twice during each calendar month, on days designated in
25 advance by the employer as the regular paydays.

26 32. At all times relevant to this action, Defendants violated California Labor Code
27 section 204 by failing to compensate Plaintiff and the Class for all hours worked as a result of
28 Defendants' practices of "rounding" non-exempt employee hours, editing employee time records,

1 and requiring employees to perform off-the-clock work after the conclusion of their shift.

2 33. Defendants acted intentionally, oppressively, and maliciously toward Plaintiff and
3 the members of the Class, with a conscious disregard of their rights, or the consequences to them,
4 with the intent of depriving them of property and legal rights and otherwise causing them injury.

5 34. As a proximate cause of the aforementioned violations, Plaintiff and the Class have
6 been damaged in an amount according to proof at time of trial, but in an amount in excess of the
7 jurisdiction of this Court. Plaintiff and the Class are entitled to recover the unpaid balance of wages
8 owed, penalties, including penalties available pursuant to California Labor Code section 558, plus
9 interest, and reasonable attorneys' fees and costs of suit according to California Labor Code section
10 218.5.

11 **SECOND CAUSE OF ACTION**

12 **(Violation of California Labor Code Sections 1194 and 1197**

13 **Failure to Pay Minimum Wage – Against all Defendants)**

14 35. Plaintiff refers to and incorporates herein by reference paragraphs 1 through 34 as
15 though fully set forth herein.

16 36. California Labor Code section 1194 authorizes employees who received less than
17 the legal minimum wage to recover the unpaid balance of minimum wages owed, interest,
18 reasonable attorney's fees, and costs of suit.

19 37. At all times relevant to this action, Defendants failed to pay at least the applicable
20 minimum wage for all hours worked as a result of Defendants' practices of "rounding" non-exempt
21 employee hours, editing employee time records, and requiring employees to perform off-the-clock
22 work after the conclusion of their shift.

23 38. Defendants acted intentionally, oppressively, and maliciously toward Plaintiff and
24 the members of the Class, with a conscious disregard of their rights, or the consequences to them,
25 with the intent of depriving them of property and legal rights and otherwise causing them injury.

26 39. As a proximate cause of the aforementioned violations, Plaintiff and the Class have
27 been damaged in an amount according to proof at time of trial, but in an amount in excess of the
28 jurisdiction of this Court. Plaintiff and the Class are entitled to recover the unpaid balance of wages

owed, penalties, including penalties available pursuant to California Labor Code sections 558 and 1197.1(a)(1-2), liquidated damages pursuant to California Labor Code section 1194.2(a), plus interest, and reasonable attorneys' fees and costs of suit according to California Labor Code section 1194, et seq.

THIRD CAUSE OF ACTION

(Violation of California Labor Code Sections 510, 1194(a), and 1198

Failure to Pay Overtime/Double Time Wages – Against all Defendants)

40. Plaintiff refers to and incorporates herein by reference paragraphs 1 through 39 as though fully set forth herein.

41. California Labor Code section 510 requires an employer to compensate its employees at a rate of no less than one and one-half (1.5) times their regular rate of pay for any work: in excess of eight (8) hours in one (1) workday, in excess of forty (40) hours in any one (1) workweek, and during the first eight (8) hours worked on the seventh (7th) day of work in any one (1) workweek.

42. California Labor Code section 510 requires an employer to compensate its employees at a rate of no less than two (2) times their regular rate of pay for any work: in excess of twelve (12) hours in one (1) workday, and in excess of eight (8) hours on the seventh (7th) day of work in any one (1) workweek.

43. At all times relevant herein, Plaintiff and the members of the Class worked hours in excess of eight (8) hours in one (1) workday, in excess of forty (40) hours in any one (1) workweek, and/or during the first eight (8) hours worked on the seventh (7th) day of work in any one (1) workweek, without receiving compensation at a rate of no less than one and one-half (1.5) times their regular rate of pay.

44. At all times relevant herein, Plaintiff and the members of the Class worked hours in excess of twelve (12) hours in one (1) workday and in excess of eight (8) hours on the seventh (7th) day of work in any one (1) workweek, without receiving compensation at a rate of no less than two (2) times their regular rate of pay.

45. Defendants acted intentionally, oppressively, and maliciously toward Plaintiff and

1 the members of the Class, with a conscious disregard of their rights, or the consequences to them,
2 with the intent of depriving them of property and legal rights and otherwise causing them injury.

3 46. As a proximate cause of the aforementioned violations, Plaintiff and the Class have
4 been damaged in an amount according to proof at time of trial, but in an amount in excess of the
5 jurisdiction of this Court. Plaintiff and the Class are entitled to recover the unpaid balance of wages
6 owed, penalties, including penalties available pursuant to California Labor Code section 558, plus
7 interest, and reasonable attorneys' fees and costs of suit according to California Labor Code section
8 1194, et seq.

9 **FOURTH CAUSE OF ACTION**

10 **(Violation of California Labor Code Section 226(a))**

11 **Failure to Provide Accurate, Itemized Wage Statements – Against all Defendants)**

12 47. Plaintiff refers to and incorporates herein by reference paragraphs 1 through 46 as
13 though fully set forth herein.

14 48. California Labor Code section 226(a) provides that every employer shall, semi-
15 monthly or at the time of each payment of wages, furnish each of his or her employees, either as a
16 detachable part of the check, draft, or voucher paying the employee's wages, or separately when
17 wages are paid by personal check or cash, an accurate itemized statement in writing showing "(1)
18 gross wages earned, (2) total hours worked by the employee, except as provided in subdivision (j),
19 (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a
20 piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the
21 employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates
22 of the period for which the employee is paid, (7) the name of the employee and only the last four
23 digits of his or her social security number or an employee identification number other than a social
24 security number, (8) the name and address of the legal entity that is the employer and, if the
25 employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and
26 address of the legal entity that secured the services of the employer, and (9) all applicable hourly
27 rates in effect during the pay period and the corresponding number of hours worked at each hourly
28 rate by the employee..." Labor Code section 226(a).

49. Plaintiff is informed and believes, and based thereon alleges, that throughout the relevant time period, Defendants repeatedly failed to furnish Plaintiff and the Class with accurate, itemized wage statements in writing.

50. As a result of Defendants' conduct, Plaintiff and the Class have been damaged and are entitled to recover, for each member of the Class, the greater of actual damages or \$50.00 for the initial pay period in which a violation occurred and \$100.00 for each violation in a subsequent pay period, not exceeding an aggregate penalty of \$4,000.00, in an amount to be determined at trial.

51. In addition, as a direct result of the conduct of Defendants, and each of them, as set forth above, Plaintiff and the members of the Class were forced to incur substantial attorneys' fees and costs which are recoverable under California Labor Code section 226(e) in an amount to be determined at trial.

FIFTH CAUSE OF ACTION

(Violation of California Labor Code Section 226.7)

Failure to Provide Rest Breaks – Against all Defendants)

52. Plaintiff refers to and incorporates herein by reference paragraphs 1 through 51 as though fully set forth herein.

53. At all times relevant herein, the applicable IWC Wage Order and California Labor Code section 226.7 was applicable to Plaintiff and the Class Members.

54. At all times set forth herein, California Labor Code section 226.7 provided and provides that employers may not require their employees to work during a legally mandated rest period.

55. At all times set forth herein, the applicable IWC Wage Order required and requires every employer subject to the Wage Orders to authorize and permit rest periods at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof.

56. California Labor Code section 226.7 further provides that if an employer fails to provide an employee with a legally mandated rest period, the employer shall pay the employee one (1) additional hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided.

57. At all times relevant herein, Plaintiff and the Class have regularly worked shifts of a length of four (4) hours or a major fraction thereof or longer.

58. Defendants failed to authorize and permit Plaintiff and the members of the Class to take rest periods as required by law and failed to compensate employees for paid rest breaks.

59. During the relevant time period, Defendants failed to pay Plaintiff and the Class the full rest period premium due pursuant to California Labor Code section 226.7.

60. Defendants' conduct violates California Labor Code section 226.7.

61. Pursuant to California Labor Code section 226.7, Plaintiff and the Class are entitled to recover from Defendants one (1) additional hour of pay at the employees' regular hourly rate of compensation for each workday that a rest period was not provided.

62. As a proximate cause of the aforementioned violations, Plaintiff and the Class have been damaged in an amount to be determined at trial, but in an amount in excess of the jurisdiction of this Court. Plaintiff and the Class are entitled to recover the unpaid balance of wages owed, penalties, including penalties available pursuant to California Labor Code sections 226.7 and 558, plus interest.

SIXTH CAUSE OF ACTION

(Violation of California Labor Code Section 1174(d))

Failure to Maintain Payroll Records – Against all Defendants)

63. Plaintiff refers to and incorporates herein by reference paragraphs 1 through 62 as though fully set forth herein.

64. California Labor Code section 1174(d) provides that every employer shall keep, for no less than three (3) years, payroll records showing the accurate hours worked daily by and the wages paid to employees.

65. Plaintiff was employed by Defendants as a non-exempt employee.

66. However, throughout this time period, Defendants repeatedly failed, and continues to fail, to maintain full, complete, and accurate payroll records showing the hours that Plaintiff and the members of the Class actually worked and the total wages that they were paid.

1 67. As such, Plaintiff and the members of the Class are entitled to recover civil penalties
2 from Defendants pursuant to California Labor Code section 1174.5.

3 **SEVENTH CAUSE OF ACTION**

4 **(Violation of California Labor Code Sections 201-203**

5 **Failure to Pay All Wages Upon Termination – Against all Defendants)**

6 68. Plaintiff refers to and incorporates herein by reference paragraphs 1 through 67 as
7 though fully set forth herein.

8 69. Pursuant to California Labor Code sections 201-203, if an employer discharges an
9 employee, the wages earned and unpaid at the time of discharge are due and payable immediately.

10 70. Plaintiff is informed and believes, and based thereon alleges, that Plaintiff and other
11 members of the Class resigned or were terminated from their employment with Defendants and
12 have not received compensation for all wages owed at the time of termination.

13 71. Defendants, however, willfully failed to pay members of the Class all wages that
14 were due and owed within the time limits set forth in California Labor Code sections 201-203.

15 72. Therefore, Plaintiff and the Class are entitled to restitution and penalties as provided
16 by California Labor Code section 203.

17 **EIGHTH CAUSE OF ACTION**

18 **(Violation of California Business and Professions Code Section 17200**

19 **Unfair Business Practice – Against All Defendants)**

20 73. Plaintiff refers to and incorporates herein by reference paragraphs 1 through 72 as
21 though fully set forth herein.

22 74. California Business and Professions Code section 17200, et seq., prohibits acts of
23 unfair competition which means and includes “any unlawful, unfair, or fraudulent business act or
24 practice.”

25 75. Within the four (4) years preceding the filing of this action, Defendants have
26 engaged in unlawful, unfair, and/or fraudulent business acts and/or practices by engaging in the
27 conduct set forth above. These business acts and practices violated numerous provisions of the
28 law, including, but not limited to, the California Labor Code, California Wage Orders, and

1 California public policy. Plaintiff reserves the right to identify additional violations of law as
2 further investigation warrants.

3 76. Defendants' acts and practices, as detailed above, constitute acts of unfair
4 competition. Defendants have engaged in an unlawful, unfair, and/or fraudulent business act and/or
5 practices within the meaning of California Business and Professions Code section 17200, et seq.

6 77. By reason of Defendants' fraudulent, deceptive, unfair, and other wrongful conduct,
7 as alleged herein, Defendants have violated California Business and Professions Code section
8 17200, et seq., by consummating an unlawful, unfair, and fraudulent business practice designed to
9 deprive Plaintiff, the members of the Class, and members of the general public of their legal rights.

10 78. Such conduct is ongoing and continues to this date.

11 79. By reason of the foregoing, Plaintiff, the Class, and members of the general public
12 have suffered, and continue to suffer, damages, and are therefore entitled to the relief available
13 under California Business and Professions Code section 17200, et seq., including, but not limited
14 to, restitution, disgorgement, and injunctive relief.

15 80. As such, Plaintiff, on behalf of themselves, the Class, and the general public, seeks
16 a temporary, preliminary, and/or permanent order from this Court prohibiting Defendants from
17 continuing to engage in the unlawful, unfair, and/or fraudulent business acts or practices set forth
18 in this Complaint, in addition to disgorgement and restitution by Defendants to all persons with a
19 vested interest therein who have been adversely affected by the practices at issue.

20 **NINTH CAUSE OF ACTION**

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

22 81. Plaintiff refers to and incorporates herein by reference paragraphs 1 through 80 as
23 though fully set forth herein.

24 82. California Labor Code section 2698, et seq., the Private Attorneys General Act
25 ("PAGA"), allows an aggrieved employee to bring suit against an employer for violations of most
26 California Labor Code provisions, including, but not limited to, violations of California Labor Code
27 sections 201 through 204, 226, 226.3, 226.7, 226.8, 510, 512, 558, 2802, 1174(d), 1194(a), 1197.1,
28 and 1198. By virtue of Defendant's numerous violations of the California Labor Code as against

1 Plaintiff as described herein, Plaintiff is an aggrieved employees as defined in California Labor
2 Code section 2698, et seq.

3 83. Defendant's acts constitute an ongoing unlawful activity prohibited by the
4 California Labor Code, and, therefore, these acts constitute violations of the PAGA.

5 84. Plaintiff has provided notice of these violations pursuant to California Labor Code
6 section 2699.3 and has specifically asked the CLWDA if it intends to investigate the alleged
7 violations in a letter dated June 9, 2021. Plaintiff did not receive a response back from the CLWDA
8 within the time limits outlined in California Labor Code section 2699.3 with notification that it
9 intends to investigate the alleged violations, and thus, Plaintiff is entitled to prosecute her PAGA
10 claims under California Labor Code section 2699, et seq.

11 85. Defendant's conduct of violating the California Labor Code constitutes violations
12 of the PAGA.

13 86. Therefore, Plaintiff requests penalties against Defendant under the provisions of
14 PAGA section 2699(f).

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

18 88. Further, as a direct and proximate result of the conduct of Defendant, as set forth
19 above, Plaintiff was forced to incur substantial attorney's fees and costs which are recoverable
20 under California Labor Code Section 2699(g)(1).

21 89. Accordingly, Plaintiff and all aggrieved employees respectfully request that the
22 Court award judgment and relief in their favor as described herein.

23 **PRAYER FOR RELIEF**

24 WHEREFORE, Plaintiff pray for judgment against Defendant Angels Janitorial Solutions,
25 Inc. and DOES 1 through 100, inclusive, as follows:

26 **ON THE FIRST CAUSE OF ACTION (FAILURE TO PAY WAGES):**

- 27 1. That the Court declare, adjudge, and decree that Defendants violated California
28 Labor Code section 204;

2. For wages and such general and special damages as may be appropriate;
3. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due until paid in full; and
4. For reasonable attorneys' fees and for costs of suit incurred herein.

ON THE SECOND CAUSE OF ACTION (MINIMUM WAGE):

1. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 1194(a) and 1197;
2. For unpaid minimum wages and such general and special damages as may be appropriate;
3. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due until paid in full;
4. For liquidated damages in an amount equal to the minimum wages unlawfully withheld pursuant to California Labor Code section 1194.2(a);
5. For civil penalties pursuant to California Labor Code section 1197.1(a)(1-2);
6. For civil penalties pursuant to California Labor Code section 558; and
7. For reasonable attorneys' fees and for costs of suit incurred herein.

ON THE THIRD CAUSE OF ACTION (OVERTIME/DOUBLE TIME):

1. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 510, 1194(a), and 1198;
2. For unpaid overtime and/or double time wages and such general and special damages as may be appropriate;
3. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due until paid in full;
4. For civil penalties pursuant to California Labor Code section 558; and
5. For reasonable attorneys' fees and for costs of suit incurred herein.

ON THE FOURTH CAUSE OF ACTION (WAGE STATEMENTS):

1. That the Court declare, adjudge, and decree that Defendants violated California Labor Code section 226(a) and applicable IWC Wage Orders as to Plaintiff and

1 Class members, and willfully failed to provide accurate, itemized wage statements
2 thereto;

- 3 2. For all actual, consequential, and incidental losses and damages according to proof;
- 4 3. For statutory penalties pursuant to California Labor Code section 226(e);
- 5 4. For injunctive relief to ensure compliance with this section, pursuant to California
6 Labor Code section 226(h); and
- 7 5. For reasonable attorneys' fees and for costs of suit incurred herein.

8 **ON THE FIFTH CAUSE OF ACTION (REST PERIODS):**

- 9 1. That the Court declare, adjudge, and decree that Defendants violated California
10 Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to
11 authorize and permit all rest periods (including second rest periods) to Plaintiff and
12 Class members;
- 13 2. That the Court make an award to Plaintiff and Class members of one (1) hour of pay
14 at each employee's regular rate of compensation for each workday that a rest period
15 was not provided during the Class Period;
- 16 3. For all actual, consequential, and incidental losses and damages, according to proof;
- 17 4. For premiums pursuant to California Labor Code section 226.7(c);
- 18 5. For pre-judgment interest on any unpaid wages from the date such amounts were
19 due; and
- 20 6. For reasonable attorneys' fees and for costs of suit incurred herein.

21 **ON THE SIXTH CAUSE OF ACTION (RECORD KEEPING):**

- 22 1. That the Court declare, adjudge, and decree that Defendants violated California
23 Labor Code section 1174(d) by failing to maintain full, complete, and accurate
24 payroll records; and
- 25 2. For civil penalties in the amount of \$500.00 for and to Plaintiff and each Class
26 members pursuant to California Labor Code section 1174.5.

27 **ON THE SEVENTH CAUSE OF ACTION (WAITING TIME):**

- 28 1. That the Court declare, adjudge, and decree that Defendants violated California

1 Labor Code sections 201, 202, and 203 and is subject to penalties pursuant to
2 California Labor Code section 203;

3 2. For an award of penalties pursuant to California Labor Code section 203 to Plaintiff
4 and all Class members in an amount to be determined at trial;

5 3. For reasonable attorneys' fees and for costs of suit incurred herein.

6 **ON THE EIGHTH CAUSE OF ACTION (UNFAIR BUSINESS PRACTICE):**

7 1. For restitution of all profits and gains resulting from Defendants' unfair, unlawful,
8 and/or fraudulent business acts and/or practices to Plaintiff and all persons with a
9 vested interest therein who have been adversely affected by the practices at issue;

10 2. For an injunction permanently enjoining Defendants from continuing to engage in
11 any further acts of unfair, unlawful, and/or fraudulent business acts and/or practices;
12 and

13 3. For reasonable attorneys' fees and for costs of suit incurred herein.

14 **ON THE NINTH CAUSE OF ACTION (PAGA):**

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

18 2. For reasonable attorneys' fees and for costs of suit incurred herein.

19 **AS TO ALL CAUSES OF ACTION:**

20 1. For an award of reasonable attorneys' fees, costs, expert costs, and expenses
21 pursuant to statutory and common law; and

22 2. For such other and further relief as this Court may deem just, fair, and proper.

23 DATED: January 17, 2022

24 Respectfully Submitted,
25 BARKHORDARIAN LAW FIRM, PLC

26 
27 Heather K. Cox
28 Attorneys for Plaintiff Irinea Conception
Garcia Solis on behalf of herself and all
others similarly situated