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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

JAN 18 2022

BY *Jovanna Leandro*
JOVANNA LEANDRO, DEPUTY

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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **COUNTY OF SAN BERNARDINO**

12 OFELIA CARRASCO, individually, and on
13 behalf of all other aggrieved employees,

14 Plaintiff,

15 v.

16 ANGEL'S JANITORIAL SOLUTIONS, INC.,
17 a CALIFORNIA corporation; BOB'S
18 DISCOUNT FURNITURE, LLC., a
19 MASSACHUSETTS corporation; and DOES
20 1 through 50, inclusive,

21 Defendants.

CASE NO.: CIVSB2127774

**FIRST AMENDED COMPLAINT FOR
VIOLATION OF THE CALIFORNIA
LABOR CODE PRIVATE ATTORNEYS
GENERAL ACT OF 2004 ("PAGA")**

[California Labor Code § 2698 *et seq.*]

By Fax

1 This is a representative action brought by Ofelia Carrasco, individually and on behalf of all
2 other aggrieved employees ("Plaintiff"), relating to systemic violations of California wage and hour
3 laws by her employers ANGEL'S JANITORIAL SOLUTIONS, INC. ("Angel's Janitorial"
4 individually), and BOB'S DISCOUNT FURNITURE, LLC., ("Bob's Discount" individually, and
5 collectively as "Defendants"). Plaintiff makes the following allegations on information and belief,
6 except as to allegations pertaining to Plaintiff individually, which are based on her personal
7 knowledge.

8 INTRODUCTION

9 1. Angel's Janitorial is a staffing company which provides individuals to Bob's
10 Discount and similar businesses to provide short and long term janitorial needs. Angel's is a private,
11 for-profit staffing business.

12 2. Bob's Discount is a chain retail furniture company.

13 3. As private, for-profit businesses, Defendants implemented common policies and
14 practices that have resulted in systemic violations of California's wage and hour laws. Defendants
15 have failed to implement adequate practices to protect the rights of its employees, particularly in
16 light the nature of its business, which is to maximize profits.

17 4. Defendants attempts to maximize profits by among other methods, understaffing of
18 its facility and denying employees the ability to take meal and rest breaks.

19 5. As a result of systematic policies and procedures, Defendants have violated
20 California's wage and hour laws promulgated in the California Labor Code and all applicable
21 Industrial Welfare Commission ("IWC") Wage Orders. For example, Defendants have implemented
22 unlawful written policies with respect to meal and rest breaks. Defendants also require its non-
23 exempt employees, who are informed that the needs of the businesses take top priority, to work
24 through meal and rest breaks, to take untimely meal periods. Plaintiff and the other aggrieved
25 employees were not allowed to take meal periods unless they worked six (6) hours or more. As a
26 result, Plaintiff and other aggrieved employees have been denied the ability to take the meal and rest
27 breaks that they were and are legally entitled to take.

6. Moreover, Defendants have uniformly failed to pay Plaintiff and other aggrieved employees proper overtime wages due the fact that it improperly calculates the regular rate of pay, and willfully turns a blind eye to off-the-clock work that Plaintiff and other non-exempt employees perform as a direct consequence of Defendants' understaffing and imposition of an unreasonable workload.

7. This case involves all non-exempt employees of Defendants who have worked for Defendants in the State of California during the applicable limitations period (“Statute of Limitations Period”). Hereinafter, these employees are referred to as “Aggrieved Employees.”

8. Plaintiffs seek to recover penalties for the Labor and Workforce Development Agency (“LWDA”), on behalf of themselves and all other similarly Aggrieved Employees under the Private Attorneys General Act (“PAGA”) as a result of Defendants’ systematic violations of the law.

JURISDICTION AND VENUE

9. The Superior Court of the State of California has jurisdiction in this matter because Plaintiff is a citizen and resident of the State of California, and Defendants are citizens and residents of, and/or regularly conducts business in, the State of California.

10. Venue is proper in this judicial district and the County of San Bernardino, California because Plaintiff resides in the County of San Bernardino and Defendant Bob's Discount conducts and has a retail store in the County of San Bernardino and many of Defendants unlawful actions and omissions, as set alleged herein, occurred in the County of San Bernardino. Specifically, Defendant Bob's Discount has a retail store in Redlands, California, which is located in the County of San Bernardino.

11. Defendants employed Plaintiff and other aggrieved employees within the State of California and the unlawful acts alleged herein have a direct effect on Plaintiff and other aggrieved employees.

12. The State of California, San Bernardino County, has jurisdiction in this matter because the individual claims are under the seventy-five thousand dollar (\$75,000.00) individual jurisdictional threshold and the five million dollar (\$5,000,000.00) aggregate jurisdictional threshold

1 for federal court diversity jurisdiction. Further, there is no federal question at issue as the issues
2 herein are based solely on the California Labor Code, Industrial Welfare Commission Wage Orders,
3 Code of Civil Procedure and Rules of Court. Thus, the State of California, San Bernardino County
4 Superior Court maintains the appropriate jurisdiction to hear this matter.

5 **THE PARTIES**

6 13. During the statute of limitations period, Plaintiff was employed by Defendants as a
7 Custodian in Redlands, California. In particular, Plaintiff was hired by Angel's Janitorial and
8 performed janitorial duties under the supervision of Bob's Discount.

9 14. Plaintiff is informed and believes, and thereon alleges, that Defendant Angel's
10 Janitorial is, and at all times relevant hereto was, a corporation organized and existing under the laws
11 of the State of California and license to do business in the State of California.

12 15. Plaintiff is informed and believes, and thereon alleges, that Defendant Bob's Discount
13 is, and at all times relevant hereto was, a limited liability company organized and existing under the
14 laws of the State of Massachusetts and licensed to do business in the State of California.

15 16. The true names and capacities of DOES 1 through 50, inclusive, are unknown to
16 Plaintiff at this time, and Plaintiff therefore sues such defendants under fictitious names. Plaintiff is
17 informed and believes, and thereon alleges, that each defendant designated as a DOE is in some
18 manner highly responsible for the occurrences alleged herein, and that Plaintiff and other aggrieved
19 employees' injuries and damages, as alleged herein, were proximately caused by the conduct of such
20 DOE defendants. Plaintiff will seek leave of the Court to amend this Complaint to allege the true
21 names and capacities of such DOE defendants when ascertained.

22 17. Plaintiff is informed and believes, and based thereon alleges, that each Defendant
23 acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint
24 scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant are
25 legally attributable to the other Defendants. Furthermore, Defendants in all respects acted as the
26 employer and/or joint employer of Plaintiff and the other aggrieved employees.

27 18. Plaintiff is informed and believes, and based thereon alleges, that each Defendant
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1 acted in all respects as the agent, servant, partner, joint venture, employee, proxy. Managing agent,
2 and/or principal of the co-Defendants, and in performing the acts mentioned below was acting, at
3 least in part, within the course and scope of that authority as such agent, proxy, servant, partner, joint
4 venture, employee, managing agent, and/or principal with the permission and consent of the above
5 co-Defendants. Plaintiff also alleges that the acts of each Defendant are legally attributable to the
6 other Defendants.

7 19. Plaintiff is informed and believes, and based thereon alleges, that each of the
8 Defendants sued herein was, at all relevant times, the employer, owner, shareholder, principal, joint
9 venture, alter-ego, employee, proxy, managing agent, and/or principal of the remaining Defendants,
10 and was acting, at least in part, within the course and scope of such employment and agency, with
11 the express and implied permission, consent and knowledge, approval and/or ratification of the other
12 Defendants. The above co-Defendants, managing agents, and supervisors, aided, abetted, condoned,
13 permitted, approved, authorized, and/or ratified the unlawful acts described herein.

14 20. As a direct and proximate result of the unlawful actions of Defendants, Plaintiff and
15 the other aggrieved employees have suffered and continue to suffer penalties in amounts as yet
16 unascertained but subject to proof at trial and within the jurisdiction of this Court.

17 **NOTICE PURSUANT TO CALIFORNIA LABOR CODE §2810.3(d)**

18 21. On July 12, 2021, Plaintiff provided Defendants with notice pursuant to California
19 Labor Code §2810.3(d) and Plaintiff's intent to file suit based upon the alleged violations of the
20 California Labor Code. In particular, Plaintiff notified Angel's Janitorial and Bob's Discount that in
21 the event liability is determined against Defendants shall share any and all civil responsibility and
22 civil liability for any and all California Labor Code violations.

23 22. More than thirty (30) days has expired since notice pursuant to Labor Code §2810.3(d)
24 and the alleged violations was provided to Defendants prior to filing this suit.

25 **PAGA REPRESENTATIVE ACTION ALLEGATIONS**

26 23. Pursuant to the California Private Attorneys General Act of 2004 ("PAGA"),
27 California Labor Code §§ 2698-2699.5, Plaintiff brings this action on behalf of herself and all other
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1 aggrieved employees, e.g., current and former non-exempt employees of Defendants who are
2 California citizens and performed work for Defendants in the State of California at any time within
3 the period beginning one (1) year prior to the filing of the Complaint in this action, or as otherwise
4 permitted under PAGA, and ending at the time this action settles or proceeds to final judgment
5 (“statute of limitations period”).

6 24. On July 12, 2021, Plaintiff gave written notice by certified mail pursuant to California
7 Labor Code § 2699.3, to the California Labor and Workforce Development Agency (“LWDA”) and
8 Defendants, of the specific provisions of the California Labor Code and IWC Wage Order alleged to
9 have been violated, including the facts and theories to support the alleged violations. Plaintiff has
10 not received any response from the LWDA. As Plaintiff has waited more than sixty-five (65) days
11 from the July 12, 2021 postmark date of her written notice before filing this action, Plaintiff has
12 complied with all of the requirements set forth in California Labor Code § 2699.3 to commence a
13 representative action under PAGA.

14 **FACTUAL ALLEGATIONS**

15 **Failure to Provide Required Meal Periods**

16 **[Cal. Lab. Code §§ 226.7, 512, 558; § 11 of the Applicable IWC Wage Order]**

17 25. During the statute of limitations period, as part of Defendants’ illegal policies and
18 practices to minimize labor costs and maximize corporate profits, Defendants have required,
19 permitted or otherwise suffered Plaintiff and aggrieved employees to perform work during their meal
20 periods, to completely skip their meal periods, to take late and short meal periods, and Defendants
21 have otherwise failed to provide the required meal periods to Plaintiff and aggrieved employees as
22 required under California Labor Code §§ 226.7, 512, 558 and § 11 of the applicable IWC Order.

23 26. Defendants have implemented several practices that have caused Plaintiff and
24 aggrieved employees to systematically miss and otherwise take non-compliant meal periods.
25 Defendants systematically understaff its warehouse such that its non-exempt employees are given so
26 much work to complete that they regularly miss or take non-compliant meal periods. As a direct
27 consequence of this understaffing, Plaintiff and aggrieved employees have so much work to
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1 complete within their scheduled shifts that they are forced to skip their meal periods altogether, to
2 take them after working longer than five (5) hours, to perform work during their meal periods, or
3 return to work after taking less than a thirty (30) minute meal period.

4 27. There are also frequently occasions when Plaintiff and aggrieved employees need to
5 perform other duties immediately before the time during which they are legally entitled to take a
6 meal period. Pursuant to Defendants' policies, Plaintiff and aggrieved employees cannot simply
7 drop their urgent job duties to take a meal period. Consequently, Plaintiff and aggrieved employees
8 regularly miss meal periods, take late meal periods, return early from meal periods, and even clock
9 out for meal periods but continue working.

10 28. Plaintiff and aggrieved employees need to first secure permission before taking a
11 meal period despite the fact they may be scheduled to take a meal period. However, Plaintiff and
12 aggrieved employees often cannot timely simply stop working and take their meal period, which
13 often causes them to regularly miss and otherwise take non-compliant meal periods.

14 29. Despite the foregoing, Defendants have implemented a policy and practice of actively
15 discouraging the issuance of meal period premium payments, and in the process, Defendants have
16 also violated California Labor Code §§ 226.7, § 11 of the applicable IWC Wage Order, and the
17 California Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200 *et. seq.*, by failing to
18 compensate Plaintiff and aggrieved employees who were not authorized and permitted to take a
19 complete, timely, uninterrupted meal period, one additional hour of compensation at the proper
20 regular rate of pay for each workday that such a meal period was not authorized or permitted.

21 **Failure to Provide Required Rest Breaks**

22 **[Cal. Lab. Code §§ 226.7, 512; § 12 of the Applicable IWC Wage Order]**

23 30. During the statute of limitations period, as part of Defendants' illegal policies and
24 practices to minimize labor costs and maximize corporate profits, Defendants have failed to
25 authorize and permit Plaintiff and other aggrieved employees to take rest breaks as required under
26 California Labor Code §§ 226.7 and 512, and § 12 of the applicable IWC Order.

27 31. The same common policies and practices that deprive Plaintiff and other aggrieved
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1 employees from taking their meal periods, as alleged herein, similarly deprive them of their ability to
2 take their first and second and third rest breaks. As alleged herein, Defendants understaff its facility
3 which creates so much work for Plaintiff and other aggrieved employees that they are frequently
4 unable to take rest breaks. Moreover, Plaintiff and other aggrieved employees need to secure
5 permission before taking a rest break, which is often denied by supervisors.

6 32. Defendants also violated California Labor Code § 226.7, § 12 of the applicable IWC
7 Order, and the California Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200 *et. seq.*, by
8 failing to pay Plaintiff and other aggrieved employees who were not provided with a rest break, in
9 accordance with the applicable wage order, one additional hour of compensation at the proper
10 regular rate of pay for each workday that a rest break was not provided.

11 **Failure to Pay Overtime Wages**

12 **[Cal. Lab. Code §§ 510, 1194, 1198; § 3 of the Applicable IWC Wage Order]**

13 33. Pursuant to California Labor Code §§ 510, 1194, and § 3 of the applicable IWC
14 Order, Defendants are required to compensate Plaintiff and other aggrieved employees for all
15 overtime, which is calculated at one and one-half (1 ½) times the regular rate of pay for all hours
16 worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the first eight
17 (8) hours on the seventh consecutive workday, with double time for all hours worked in excess of
18 twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours on the
19 seventh consecutive day of work in any workweek.

20 34. Plaintiff and other aggrieved employees are current and former non-exempt
21 employees entitled to the protections of California Labor Code §§ 510, 1194, and § 3 of the
22 applicable IWC Order. During the statute of limitations period, Defendants have failed to
23 compensate Plaintiff and other aggrieved employees for all overtime hours worked as required under
24 the foregoing provisions of the California Labor Code and IWC Wage Order by, among other
25 methods: failing to pay overtime at one and one-half (1 ½) or double the regular rate of pay as
26 provided by California Labor Code §§ 510, 1194 and § 3 of the applicable IWC Order, requiring,
27 permitting or suffering Plaintiff and other aggrieved employees to work off-the-clock, and to work
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1 through meal and rest breaks, but not compensating them for this time, improperly calculating the
2 regular rate of pay based on shift differential and other remuneration, illegally rounding hours to the
3 benefit of Defendants, and other methods to be discovered.

4 35. In a short-sighted attempt to maximize profits, Defendants understaff the warehouse
5 and related facilities. Not only has this practice resulted in widespread missed meal and rest breaks,
6 but it has also caused Plaintiff and other aggrieved employees to perform work while off-the-clock.
7 Defendants have actual or constructive knowledge of this off-the-clock work and subtly condones it.
8 Plaintiff and other aggrieved employees routinely arrive to work early to check so that they are
9 prepared and ready to begin performing their duties promptly at the start of their shifts, as they must
10 be pursuant to Defendants' requirements. Defendants know that Plaintiff and other aggrieved
11 employees perform this work off-the-clock work.

12 36. Plaintiff and other aggrieved employees must get to work by no later than the start of
13 their shifts – and usually earlier. Thus, they are not afforded the benefit of clocking in for work a few
14 minutes late. Likewise, Plaintiff and other aggrieved employees are in a rush to complete their
15 mandatory job duties, so they are rarely afforded the benefit of clocking out early at the end of their
16 shifts. This results in the widespread underpayment of time worked.

17 37. Defendants have knowingly and willfully refused to perform its obligations to
18 compensate Plaintiff and other aggrieved employees for all wages earned and all hours worked in
19 violation of California Labor Code §§ 510, 1194 and 1198 and § 3 of the applicable IWC Order.

20 **Failure to Pay Minimum Wages**

21 **[Cal. Lab. Code §§ 1194, 1197; § 4 of the IWC Wage Orders]**

22 38. Pursuant to Cal. Lab. Code §§ 1194, 1197, and § 4 of the applicable IWC Wage
23 Order, payment to an employee of less than the applicable minimum wage for all hours worked in a
24 payroll period is unlawful.

25 39. During the statute of limitations period, the hourly rates for Plaintiff and other
26 aggrieved employees were precisely at California minimum wage. Based on this common practice,
27 Defendant failed to pay Plaintiff and other aggrieved employees minimum wages for all hours
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1 worked by requiring, permitting or suffering Plaintiff and other aggrieved employees to work off the
2 clock, such as requiring them to work through meal and rest breaks but not compensating them for
3 this time, and failing to include this time in all hours worked, and other methods to be discovered.

4 40. Defendants conduct described herein violates Cal. Lab. Code §§ 1194, 1197, and § 4
5 of the applicable IWC Wage Order. As a proximate result of the aforementioned violations, Plaintiff
6 and other aggrieved employees have been damaged in an amount according to proof at trial.
7 Therefore, pursuant to California Labor Code §§ 200, 203, 226, 1194, 1197.1, and any other
8 applicable law, Plaintiff and other aggrieved employees are entitled to recover the unpaid balance of
9 wages owed to them by Defendants, plus interest, penalties, attorneys' fees, expenses, and costs of
10 suit.

11 **Failure to Timely Pay Wages During Employment**

12 **[Cal. Lab. Code § 204]**

13 41. Pursuant to California Labor Code § 204, for all labor performed between the 1st and
14 15th days of any calendar month, Defendants are required to pay its nonexempt employees between
15 the 16th and 26th day of the month during which the labor was performed. California Labor Code §
16 204 also provides that for all labor performed between the 16th and 26th days of any calendar
17 month, Defendants are required to pay its non-exempt employees between the 1st and 10th day of
18 the following calendar month. In addition, California Labor Code § 204 provides that all wages
19 earned for labor in excess of the normal work period shall be paid no later than the payday of the
20 next regular payroll period.

21 42. During the statute of limitations period, Defendants has knowingly and willfully
22 failed to timely pay Plaintiff and other aggrieved employees all the wages for labor performed by the
23 next regular payroll period as required by California Labor Code § 204, including but not limited to,
24 compensation for missed meal and rest breaks, proper overtime wages due to an unlawful calculation
25 of the regular rate of pay, and for work performed off-the-clock.

1 **Failure to Pay All Wages Due to Discharged and Quitting Employees**

2 **[Cal. Lab. Code §§ 201 - 203]**

3 43. Pursuant to California Labor Code § 201, 202 and 203, Defendants are required to
4 pay all earned and unpaid wages to an employee who is discharged. California Labor Code § 201
5 mandates that if an employers discharges an employee, the employee's wages accrued and unpaid at
6 the time of discharge are due and payable immediately.

7 44. Furthermore, pursuant to California Labor Code § 202, Defendants are required to
8 pay all accrued wages due to an employee no later than 72 hours after the employee quits his or her
9 employment, unless the employee provided 72 hours previous notice of his or her intention to quit,
10 in which case the employee is entitled to his or her wages at the time of quitting.

11 45. California Labor Code § 203 provides that if an employer willfully fails to pay, in
12 accordance with Labor Code §§ 201 and 202, any wages of an employee who is discharged or who
13 quits, the employers is liable for waiting time penalties in the form of continued compensation to the
14 employee at the same rate for up to 30 workdays.

15 46. During the statute of limitations period, Defendants have willfully failed to pay
16 accrued wages and other compensation to Plaintiff and other aggrieved employees in accordance
17 with California Labor Code §§ 201 and 202. Defendants do not have a sufficient policy to provide
18 Plaintiff and other aggrieved employees with their final paychecks within the timeframes required
19 under California law. In addition, because Defendants have failed and continues to fail to properly
20 compensate Plaintiff and other aggrieved employees for all hours worked when due, overtime
21 wages, and compensation for non-compliant meal and rest breaks, Defendants have also willfully
22 failed and continues to fail to pay accrued wages and other compensation to Plaintiff and other
23 aggrieved employees in accordance with California Labor Code §§ 201 and 202.

24 **Failure to Furnish Accurate Itemized Wage Statements**

25 **[Cal. Lab. Code §§ 226(a); 248.2, § 7 of the Applicable IWC Wage Order]**

26 47. During the statute of limitations period, Defendants have routinely failed to provide
27 Plaintiff and other aggrieved employees with timely and accurate itemized wage statements.

1 Defendants' pay stubs violate Labor Code § 226 on their face by, among other things, failing to state
2 the name and address of the legal entity that was Plaintiff's and aggrieved employees' employers.
3 Derivatively, Defendants were and are not providing Plaintiff and other aggrieved employees with
4 proper meal periods and rest breaks but intentionally fails to include in their wage statements one (1)
5 additional hour of compensation at their regular rates of pay for each non-compliant meal period or
6 rest break, applicable rate of pay for sick leave, failed to have the full legal address of Defendants,
7 the regular rate of pay for sick leave, available supplemental COVID-19 sick leave and the amount
8 take and other California Labor Code violations yet to be discovered.

9 48. In order to conceal its wage theft, Defendants knowingly and intentionally failed to
10 provide Plaintiff and other aggrieved employees with timely and accurate itemized wage statements
11 in accordance with Labor Code § 226(a) and § 7 of the applicable IWC Order.

12 49. Plaintiff and other aggrieved employees suffered injury as a result of Defendants'
13 failure to provide timely and accurate itemized wage statements prevented them from discovering
14 the scope and extent of Defendants' violations of California wage and hour laws, prevented them
15 from being able to determine the gross wages earned, the total hours worked, all deductions made,
16 the net wages earned, the legal name and address of the employers, all applicable hourly rates in
17 effect during each pay period and the corresponding number of hours worked at each hourly rate, the
18 accurate rate of pay, available supplemental Covid-19 sick leave and amount taken, and other
19 violations yet to be discovered.

20 **Failure to Maintain Required Records**

21 **[Cal. Lab. Code §§ 226(a), 248.2, 1174(d); § 7 of the Applicable IWC Wage Order]**

22 50. During the statute of limitations period, as part of Defendants' illegal payroll policies
23 and practices to deprive Plaintiff and other aggrieved employees of all wages earned and due,
24 Defendants knowingly and intentionally failed to maintain records as required under California
25 Labor Code §§ 226(a) and 1174(d) and § 7 of the applicable IWC Order, including but not limited
26 to the following records: total daily hours worked by each employee; applicable rates of pay; all
27 deductions; meal periods; time records showing when each employee begins and ends each work
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1 period; and accurate itemized statements. Defendants had knowledge that it was not providing its
2 non-exempt employees with proper meal and rest periods, but knowingly failed to include in the
3 wage statements one (1) extra hour of compensation for each missed meal and rest period.
4 Defendants also illegally and inaccurately recorded the time in which Plaintiff and other aggrieved
5 employees worked. Defendants have also failed to maintain accurate, itemized wage statements,
6 failed maintained records relating to supplemental COVID-19 sick leave and amount taken as
7 alleged above, and other violations of the California Labor Code which have not been discovered.

8 **Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties**

9 **[Cal. Lab. Code § 2802]**

10 51. California Labor Code § 2802(a) requires an employer to indemnify an employee for all
11 necessary expenditures or losses incurred by the employee in direct consequence of the discharge of her
12 his or her duties, or of his or her obedience to the directions of the employer.

13 52. During the Statute of Limitations period, and in violation of Labor Code § 2802,
14 Defendant failed to indemnify Plaintiff and other aggrieved employees for all business expenses and/or
15 losses incurred in direct consequence of the discharge of their duties, including but not limited to,
16 expenses for their uniforms and uniform maintenance. Plaintiff and other aggrieved employees were
17 required to use their personal cellular phones for work related purposes without receiving reimbursement
18 from Defendants. In addition, Plaintiff and other aggrieved employees were required to drive their own
19 personal vehicles on the fields during their shifts, but Defendant did not reimburse them for gas and
20 mileage.

21 **FIRST CAUSE OF ACTION**

22 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT**

23 **[Cal. Lab. Code § 2698 *et seq.*]**

24 (On Behalf of Plaintiff against Defendant)

25 53. Plaintiff incorporates herein by specific reference, as though fully set forth, the
26 allegations in paragraphs 1 through 52.

27 54. Plaintiff is an "aggrieved employee" within the meaning of California Labor Code §
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1 2699(c), and a proper representative to bring a civil action on behalf of herself and other current and
2 former non-exempt employees of Defendants pursuant to the procedures specified in Labor Code §
3 2699.3, because Plaintiff was employed by Defendants and one or more of the alleged California
4 Labor Code violations was committed against Plaintiff during the statute of limitations period.

5 55. Plaintiff seeks to recover civil penalties through a representative action permitted by
6 PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46 Cal.4th 969. Thus,
7 class certification is not required.

8 56. A plaintiff has standing to represent all aggrieved employees for all of her
9 asserted violations of the California Labor Code under PAGA. See *Huff v. Securitas Security*
10 *Services USA, Inc.* (2018) 23 Cal.App.5th 745, 757 (“For PAGA standing a plaintiff need
11 only have been employed by the violator and affected by ‘one or more’ of the alleged
12 violations. (Sec. 2699, subds. (a), (c)). Here, Plaintiff was not provided with a legally
13 compliant wage statement pursuant to Labor Code §226 since the legal name and address of
14 the employer was not provided on Defendants wage statements, Plaintiff was not provided
15 with nor was COVID-19 supplemental sick leave listed on her wage statement, in addition to
16 the meal and rest period and other California Labor Code violations as alleged herein.

17 57. Pursuant to California Labor Code §§ 2698-2699.5, Plaintiff seeks to recover civil
18 penalties from Defendants in a representative action for the violations set forth above, including but
19 not limited to violations of California Labor Code §§ 201, 202, 203, 226(a), 226.7, 248.2, 510, 512,
20 1174(d), 1194, 1197, ad 1198.

21 58. Pursuant to California Labor Code § 2699(a), Plaintiff seeks to recover civil penalties
22 for Defendants’ violations of California Labor Code provisions for which a civil penalty is
23 specifically provided, including but not limited to, the following:

- 24 a. Pursuant to California Labor Code § 210, for violations of California Labor
25 Code § 204, Defendants are subject to a civil penalty in the amount of one
26 hundred dollars (\$100) for the initial violation for each failure to pay each
27 employee, and two hundred dollars (\$200) per employee for violations in
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subsequent pay periods.

- b. Pursuant to California Labor Code § 226.3, for violations of California Labor Code § 226(a), Defendants are subject to a civil penalty in the amount of two hundred and fifty dollars (\$250) per aggrieved employee for the initial pay period where a violation occurs and one thousand dollars (\$1,000) per aggrieved employee for violations in subsequent pay periods.
- c. Pursuant to California Labor Code § 1174.5, for violations of California Labor Code § 1174(d), Defendants are subject to a civil penalty of five hundred dollars (\$500).
- d. Pursuant to California Labor Code § 1197.1, an employers who pays or causes to be paid to any employee a wage less than the minimum fixed by an order of the commission, shall be subject to a civil penalty as follows: for any initial violation that is intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee is underpaid; and for each subsequent violation of the same offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation was intentionally committed.

59. California Labor Code § 2699(f) provides that for all California Labor Code violations for which a civil penalty is not specifically provided, the following civil penalties are established: one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.

60. Plaintiff seeks to recover such civil penalties under California Labor Code § 2699(f) for Defendants' violations of California Labor Code provisions for which a civil penalty is not specifically provided, including but not limited to, California Labor Code §§ 201, 202, 203, 226.7, 1194, 1197, and 1198.

61. Plaintiff additionally seeks reasonable attorneys' fees and costs pursuant to California Labor Code § 2699(g)(1) and California Code of Civil Procedure § 1021.5.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of all other aggrieved employees, prays for relief against Defendants, as follows:

1. For civil penalties according to proof;
2. For reasonable attorneys' fees and costs pursuant to California Labor Code § 2699(g), California Code of Civil Procedure § 1021.5, and/or any other applicable provisions providing for attorneys' fees and costs; and
3. For such further relief that the Court may deem just and proper.

DATED: January 18, 2022

THE LAW OFFICE OF SCOTT ERNEST WHEELER


SCOTT ERNEST WHEELER

Attorney for Plaintiff and the other Aggrieved Employees

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am an employee in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 250 West First Street, Suite 216, Claremont, California 91711.

On January 18, 2022, I served the foregoing documents, described as

**FIRST AMENDED COMPLAINT FOR VIOLATION OF THE CALIFORNIA LABOR
CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004 ("PAGA")**

on all interested parties in this action by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

Angel's Janitorial Solutions, Inc.
137 E. Buckthorn Street
Inglewood, California 90301

Defendant

(BY PERSONAL SERVICE) I placed such documents in a sealed envelope and caused such envelope to be personally delivered to the party at the above listed address.

 X
(BY U.S. MAIL) I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid at Claremont, California, in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation postage meter date is more than one day after date of deposit for mailing in affidavit.

(BY FACSIMILE) I sent such document via facsimile mail to the number(s) noted above.

(BY ELECTRONIC MAIL) I sent such document via electronic mail to the electronic mail address(es) noted above.

 X
(STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on January 18, 2022 at Claremont, California.


YOYANA CAUDILLO