

Orlando Villalba (SBN 232165)
Orlando.Villalba@capstonelawyers.com
Helga Hakimi (SBN 257381)
Helga.Hakimi@capstonelawyers.com
Roxanna Tabatabaeepour (SBN 260187)
Roxanna.Taba@capstonelawyers.com
Capstone Law APC
1875 Century Park East, Suite 1000
Los Angeles, California 90067
Telephone: (310) 556-4811
Facsimile: (310) 943-0396

Attorneys for Plaintiff Edna Roque

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego
09/08/2021 at 04:12:00 PM
Clerk of the Superior Court
By Elizabeth Reyes, Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO

EDNA ROQUE, individually, and on behalf
of other members of the general public
similarly situated, and as an aggrieved
employee pursuant to the Private Attorneys
General Act ("PAGA"),

Plaintiff,

vs.

SUNSET COMMERCIAL SERVICES
LLC, a California limited liability
company; SEA CREST FACILITIES
SERVICES LLC, a Wyoming limited
liability company; SEA CREST
MAINTENANCE SERVICES, LLC, a
California limited liability company; SEA
CREST COMMERCIAL SERVICES, LLC,
a California limited liability company; SEA
CREST SERVICES, INC., a California
corporation; and DOES 1 through 10,
inclusive,

Defendants.

Case No.: 37-2021-00028145-CU-OE-CTL

**FIRST AMENDED CLASS ACTION
COMPLAINT & ENFORCEMENT
ACTION UNDER THE PRIVATE
ATTORNEYS GENERAL ACT,
CALIFORNIA LABOR CODE §§ 2698, ET
SEQ.**

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 (Unpaid Minimum Wages);
- (3) Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 (Failure to Provide Meal Periods);
- (4) Violation of California Labor Code §§ 226.7, 516, and 1198 (Failure to Authorize and Permit Rest Periods);
- (5) Violation of California Labor Code §§ 226(a), 1174(d), and 1198 (Non-Compliant Wage Statements and Failure to Maintain Payroll Records);
- (6) Violation of California Labor Code §§ 201 and 202 (Wages Not Timely Paid Upon Termination);
- (7) Violation of California Labor Code § 204 (Failure to Timely Pay Wages During Employment);
- (8) Violation of California Labor Code § 2802 (Unreimbursed Business Expenses);
- (9) Civil Penalties for Violations of California Labor Code, Pursuant to PAGA, §§ 2698, *et seq.*;
- (10) Violation of California Business & Professions Code §§ 17200, *et seq.* (Unlawful Business Practices); and
- (11) Violation of California Business & Professions Code §§ 17200, *et seq.* (Unfair Business Practices)

Jury Trial Demanded

1 Plaintiff Edna Roque, individually and on behalf of all other members of the public
2 similarly situated, and as an aggrieved employee and on behalf of all other aggrieved employees,
3 alleges as follows:

4 JURISDICTION AND VENUE

5 1. This class action is brought pursuant to California Code of Civil Procedure
6 section 382 and California Labor Code sections 2698, *et seq.* (“PAGA”) to recover civil
7 penalties and any other available relief on behalf of Plaintiff, the State of California, and other
8 current and former employees who worked for Defendants in California as non-exempt, hourly
9 paid employees and received at least one wage statement and against whom one or more
10 violations of any provision in Division 2 Part 2 Chapter 1 of the Labor Code or any provision
11 regulating hours and days of work in the applicable Industrial Welfare Commission (“IWC”)
12 Wage Order were committed, as set forth in this complaint. The monetary damages, penalties,
13 and restitution sought by Plaintiff exceed the minimal jurisdiction limits of the Superior Court
14 and will be established according to proof at trial. This Court has jurisdiction over this action
15 pursuant to the California Constitution, Article VI, section 10. The statutes under which this
16 action is brought do not specify any other basis for jurisdiction. Plaintiff’s share of damages,
17 penalties, and other relief sought in this action does not exceed \$75,000.

18 2. This Court has jurisdiction over Defendants because Defendants are either
19 citizens of California, have sufficient minimum contacts in California, or otherwise
20 intentionally avail themselves of the California market so as to render the exercise of jurisdiction
21 over them by the California courts consistent with traditional notions of fair play and substantial
22 justice. There is no basis for federal diversity jurisdiction in this action because there is no
23 complete diversity, and this case falls within the statutory exceptions to “minimal diversity”
24 jurisdiction under the Class Action Fairness Act, 28 U.S.C. § 1332(d)(4). Upon information
25 and belief, two-thirds or more of the class members and Defendants are citizens of California
26 and/or (a) two-thirds of the class members and Defendants are citizens of California; (b) the
27 alleged wage and hour violations occurred in California; (c) significant relief is being sought
28 against Defendants whose violations of California wage and hour laws form a significant basis

1 for Plaintiff's claims; and (d) no other class action has been filed within the past three (3) years
2 on behalf of the same proposed class against Defendants asserting the same or similar factual
3 allegations.

4 3. Venue is proper in this Court, because Defendant SUNSET COMMERCIAL
5 SERVICES LLC filed Statement of Information forms with the California Secretary of State
6 designating a principal place of business in San Diego, County of San Diego, in accordance
7 with California Corporations Code section 2105(a)(3). Cal. Code Civ. P. § 395.5. Venue is
8 also proper in this Court because Defendants employ persons in this county, and thus a
9 substantial portion of the transactions and occurrences related to this action occurred in this
10 county.

11 **THE PARTIES**

12 4. Plaintiff Edna Roque is a resident of Los Angeles, in Los Angeles County,
13 California. Defendants employed Plaintiff as an hourly, non-exempt Janitor from
14 approximately September 2019 to August 28, 2020. During her employment, Plaintiff worked
15 for Defendants at their clients' locations in or around Playa Vista, California. Plaintiff worked
16 approximately eight (8) hours or more per day, five (5) days per week, and forty (40) hours or
17 more per week. At the time Plaintiff's employment with Defendants ended, she earned
18 approximately \$15.00 per hour. Her job duties included, without limitation, cleaning and
19 sanitizing the pool, gym, and common areas of apartment complexes and individual apartments.

20 5. SUNSET COMMERCIAL SERVICES LLC was and is, upon information and
21 belief, a California limited liability company, and at all times hereinafter mentioned, an
22 employer whose employees are engaged throughout this county, the State of California, or the
23 various states of the United States of America.

24 6. SEA CREST FACILITIES SERVICES LLC was and is, upon information and
25 belief, a Wyoming limited liability company, and at all times hereinafter mentioned, an
26 employer whose employees are engaged throughout this county, the State of California, or the
27 various states of the United States of America.

28 ///

1 7. SEA CREST MAINTENANCE SERVICES, LLC was and is, upon information
2 and belief, a California limited liability company, and at all times hereinafter mentioned, an
3 employer whose employees are engaged throughout this county, the State of California, or the
4 various states of the United States of America.

5 8. SEA CREST COMMERCIAL SERVICES, LLC was and is, upon information
6 and belief, a California limited liability company, and at all times hereinafter mentioned, an
7 employer whose employees are engaged throughout this county, the State of California, or the
8 various states of the United States of America.

9 9. SEA CREST SERVICES, INC. was and is, upon information and belief, a
10 California corporation, and at all times hereinafter mentioned, an employer whose employees
11 are engaged throughout this county, the State of California, or the various states of the United
12 States of America.

13 10. Plaintiff is unaware of the true names or capacities of the Defendants sued herein
14 under the fictitious names DOES 1 through 10, but will seek leave of this Court to amend the
15 complaint and serve such fictitiously named Defendants once their names and capacities
16 become known.

17 11. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10
18 were the partners, agents, owners, or managers of SUNSET COMMERCIAL SERVICES LLC;
19 SEA CREST FACILITIES SERVICES LLC; SEA CREST MAINTENANCE SERVICES,
20 LLC; SEA CREST COMMERCIAL SERVICES, LLC; and SEA CREST SERVICES, INC. at
21 all relevant times.

22 12. Plaintiff is informed and believes, and thereon alleges, that each and all of the
23 acts and omissions alleged herein was performed by, or is attributable to, SUNSET
24 COMMERCIAL SERVICES LLC; SEA CREST FACILITIES SERVICES LLC; SEA CREST
25 MAINTENANCE SERVICES, LLC; SEA CREST COMMERCIAL SERVICES, LLC; SEA
26 CREST SERVICES, INC.; and/or DOES 1 through 10 (collectively, “Defendants” or “SEA
27 CREST”), each acting as the agent, employee, alter ego, and/or joint venturer of, or working in
28 concert with, each of the other co-Defendants and was acting within the course and scope of

1 such agency, employment, joint venture, or concerted activity with legal authority to act on the
2 others' behalf. The acts of any and all Defendants were in accordance with, and represent, the
3 official policy of Defendants.

4 13. At all relevant times, Defendants, and each of them, ratified each and every act
5 or omission complained of herein. At all relevant times, Defendants, and each of them, aided
6 and abetted the acts and omissions of each and all the other Defendants in proximately causing
7 the damages herein alleged.

8 14. Plaintiff is informed and believes, and thereon alleges, that each of said
9 Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts,
10 omissions, occurrences, and transactions alleged herein.

11 15. Under California law, Defendants are jointly and severally liable as employers
12 for the violations alleged herein because they have each exercised sufficient control over the
13 wages, hours, working conditions, and employment status of Plaintiff and class members. Each
14 Defendant had the power to hire and fire Plaintiff and class members, supervised and controlled
15 their work schedule and/or conditions of employment, determined their rate of pay, and
16 maintained their employment records. Defendants suffered or permitted Plaintiff and class
17 members to work and/or "engaged" Plaintiff and class members so as to create a common-law
18 employment relationship. As joint employers of Plaintiff and class members, Defendants are
19 jointly and severally liable for the civil penalties and all other relief available to Plaintiff and
20 class members under the law.

21 16. Plaintiff is informed and believes, and thereon alleges, that at all relevant times,
22 Defendants, and each of them, have acted as joint employers with respect to Plaintiff and class
23 members because Defendants have:

- 24 (a) jointly exercised meaningful control over the work performed by Plaintiff
25 and class members;
- 26 (b) jointly exercised meaningful control over Plaintiff's and class members'
27 wages, hours, and working conditions, including the quantity, quality
28 standards, speed, scheduling, and operative details of the tasks performed

1 by Plaintiff and class members;

2 (c) jointly required that Plaintiff and class members perform work which is
3 an integral part of Defendants' businesses; and

4 (d) jointly exercised control over Plaintiff and class members as a matter of
5 economic reality in that Plaintiff and class members were dependent on
6 Defendants, who shared the power to set the wages of Plaintiff and class
7 members and determined their working conditions, and who jointly
8 reaped the benefits from the underpayment of their wages and
9 noncompliance with other statutory provisions governing their
10 employment.

11 17. Plaintiff is informed and believes, and thereon alleges, that at all relevant times
12 there has existed a unity of interest and ownership between Defendants such that any
13 individuality and separateness between the entities has ceased.

14 18. SUNSET COMMERCIAL SERVICES LLC; SEA CREST FACILITIES
15 SERVICES LLC; SEA CREST MAINTENANCE SERVICES, LLC; SEA CREST
16 COMMERCIAL SERVICES, LLC; SEA CREST SERVICES, INC.; and/or DOES 1 through
17 10 are therefore alter egos of each other.

18 19. Adherence to the fiction of the separate existence of Defendants would permit an
19 abuse of the corporate privilege, and would promote injustice by protecting Defendants from
20 liability for the wrongful acts committed by them under the name SEA CREST.

21 20. Plaintiff further alleges, upon information and belief, that Defendants SUNSET
22 COMMERCIAL SERVICES LLC; SEA CREST FACILITIES SERVICES LLC; SEA CREST
23 MAINTENANCE SERVICES, LLC; SEA CREST COMMERCIAL SERVICES, LLC; and
24 SEA CREST SERVICES, INC. are alter egos of each other for the following reasons:

25 (a) According to SEA CREST FACILITIES SERVICES LLC's website¹,
26 SEA CREST FACILITIES SERVICES LLC and SUNSET

27 ¹ See "Sea Crest Facilities Services and Sunset Commercial Services Announce a
28 Strategic Merger," available at: <https://seacrestservicesca.com/seacrest-facilities-services-and-sunset-commercial-services-announce-a-strategic-merger/> (last visited June 28, 2021).

1 COMMERCIAL SERVICES LLC completed a merger in or around
2 January 2021, with SEA CREST FACILITIES SERVICES LLC serving
3 as the parent company;

4 (b) On the California Secretary of State's website
5 (<https://businesssearch.sos.ca.gov/>), SEA CREST MAINTENANCE
6 SERVICES, LLC; SEA CREST COMMERCIAL SERVICES, LLC; and
7 SEA CREST SERVICES, INC. share the same Agent for Service of
8 Process, "Raul Gonzalez";

9 (c) On the California Secretary of State's website, SEA CREST
10 FACILITIES SERVICES LLC; SEA CREST MAINTENANCE
11 SERVICES, LLC; and SEA CREST SERVICES, INC. share the same
12 Entity Mailing Address: "2321 E. 4TH STREET, [#C604], SANTA
13 ANA, CA 92705";

14 (d) On the California Secretary of State's website, SEA CREST
15 MAINTENANCE SERVICES, LLC; SEA CREST COMMERCIAL
16 SERVICES, LLC; and SEA CREST SERVICES, INC. share the same
17 Entity Address: "2247 AVENIDA SALVADOR, SAN CLEMENTE, CA
18 92672;" and

19 (e) On information and belief, SUNSET COMMERCIAL SERVICES LLC;
20 SEA CREST FACILITIES SERVICES LLC; SEA CREST
21 MAINTENANCE SERVICES, LLC; SEA CREST COMMERCIAL
22 SERVICES, LLC; and SEA CREST SERVICES, INC. utilize the same
23 standardized employment forms and issue the same employment policies.

24 **GENERAL ALLEGATIONS**

25 21. Defendants are a full-service janitorial company providing custodial services to
26 commercial and residential properties throughout Southern California. Upon information and
27 belief, Defendants maintain a single, centralized Human Resources ("HR") department at their
28 company headquarters in San Diego or Santa Ana, California, which is responsible for the

1 recruiting and hiring of new employees, and communicating and implementing Defendants'
2 company-wide policies, including timekeeping policies and meal and rest period policies, to
3 employees throughout California.

4 22. In particular, Plaintiff and class members, on information and belief, received
5 the same standardized documents and/or written policies. Upon information and belief, the
6 usage of standardized documents and/or written policies, including new-hire documents,
7 indicate that Defendants dictated policies at the corporate level and implemented them
8 company-wide, regardless of their employees' assigned locations or positions. Upon
9 information and belief, Defendants set forth uniform policies and procedures in several
10 documents provided at an employee's time of hire.

11 23. Upon information and belief, Defendants maintain a centralized Payroll
12 department at their company headquarters in San Diego or Santa Ana, California, which
13 processes payroll for all non-exempt, hourly paid employees working for Defendants at their
14 various locations in California, including Plaintiff and class members. Based upon information
15 and belief, Defendants issue the same formatted wage statements to all non-exempt, hourly paid
16 employees in California, irrespective of their work locations. Upon information and belief,
17 Defendants process payroll for departing employees in the same manner throughout the State
18 of California, regardless of the manner in which each employee's employment ends.

19 24. Defendants continue to employ non-exempt or hourly paid employees in
20 California.

21 25. Plaintiff is informed and believes, and thereon alleges, that at all times herein
22 mentioned, Defendants were advised by skilled lawyers and other professionals, employees and
23 advisors knowledgeable about California labor and wage law, employment and personnel
24 practices, and about the requirements of California law.

25 26. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and class
26 members were not paid for all hours worked because all hours worked were not recorded.

27 27. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
28 should have known that Plaintiff and class members were entitled to receive certain wages for

1 overtime compensation and that they were not receiving certain wages for overtime
2 compensation.

3 28. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
4 should have known that Plaintiff and/or class members were entitled to be paid at a regular rate
5 of pay, and corresponding overtime rate of pay, that included as eligible income all
6 remuneration required by law, including but not limited to, all income derived from hazard pay,
7 incentive pay, nondiscretionary bonuses, and/or other forms of compensation, but failed to
8 include all forms of remuneration in calculating the regular rate of pay for Plaintiff and/or class
9 members.

10 29. Plaintiff is informed and believes, and there on alleges, that Defendants knew or
11 should have known that Plaintiff and class members were entitled to receive at least minimum
12 wages for compensation and that they were not receiving at least minimum wages for work that
13 was required to be done off-the-clock. In violation of the California Labor Code, Plaintiff and
14 class members were not paid at least minimum wages for work done off-the-clock.

15 30. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
16 should have known that Plaintiff and class members were entitled to meal periods in accordance
17 with the California Labor Code and applicable IWC Wage Order or payment of one (1)
18 additional hour of pay at their regular rates of pay when they were not provided with timely,
19 uninterrupted, thirty (30) minute meal periods and that Plaintiff and class members were not
20 provided with all meal periods or payment of one (1) additional hour of pay at their regular rates
21 of pay when they did not receive a timely, uninterrupted, thirty (30) minute meal period.

22 31. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
23 should have known that Plaintiff and class members were entitled to rest periods in accordance
24 with the California Labor Code and applicable IWC Wage Order or payment of one (1)
25 additional hour of pay at their regular rates of pay when they were not authorized and permitted
26 to take a compliant rest period. In violation of the California Labor Code, Plaintiff and class
27 members were not authorized and permitted to take compliant rest periods, nor did Defendants
28 provide Plaintiff and class members with payment of one (1) additional hour of pay at their

1 regular rates of pay when they were not authorized and permitted to take a compliant rest period.

2 32. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
3 should have known that Plaintiff and class members were entitled to receive complete and
4 accurate wage statements in accordance with California law. In violation of the California
5 Labor Code, Plaintiff and class members were not provided complete and accurate wage
6 statements.

7 33. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
8 should have known that they had a duty to maintain accurate and complete payroll records in
9 accordance with the California Labor Code and applicable IWC Wage Order, but willfully,
10 knowingly, and intentionally failed to do so.

11 34. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
12 should have known that Plaintiff and class members were entitled to timely payment of all
13 wages earned upon termination of employment. In violation of the California Labor Code,
14 Plaintiff and class members did not receive payment of all wages due, including, but not limited
15 to, overtime wages, minimum wages, and/or meal and rest period premiums, within permissible
16 time periods.

17 35. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
18 should have known that Plaintiff and class members were entitled to timely payment of wages
19 during their employment. In violation of the California Labor Code, Plaintiff and class members
20 did not receive payment of all wages, including, but not limited to, overtime wages, minimum
21 wages, and/or meal and rest period premiums, within permissible time periods.

22 36. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
23 should have known that Plaintiff and class members were entitled to receive full reimbursement
24 for all business-related expenses and costs they incurred during the course and scope of their
25 employment and that they did not receive full reimbursement of applicable business-related
26 expenses and costs incurred.

27 37. Plaintiff is informed and believes, and thereon alleges, that at all times herein
28 mentioned, Defendants knew or should have known that they had a duty to compensate Plaintiff

1 and class members for all hours worked, and that Defendants had the financial ability to pay
2 such compensation, but willfully, knowingly, and intentionally failed to do so, and falsely
3 represented to Plaintiff and class members that they were properly denied wages, all in order to
4 increase Defendants' profits.

5 **PAGA REPRESENTATIVE ALLEGATIONS**

6 38. At all times herein set forth, PAGA provides that any provision of law under the
7 Labor Code and applicable IWC Wage Order that provides for a civil penalty to be assessed and
8 collected by the LWDA for violations of the California Labor Code and applicable IWC Wage
9 Order may, as an alternative, be recovered by aggrieved employees in a civil action brought on
10 behalf of themselves and other current or former employees pursuant to procedures outlined in
11 California Labor Code section 2699.3.

12 39. PAGA defines an "aggrieved employee" in Labor Code section 2699(c) as "any
13 person who was employed by the alleged violator and against whom one or more of the alleged
14 violations was committed."

15 40. Plaintiff and other current and former employees of Defendants are "aggrieved
16 employees" as defined by Labor Code section 2699(c) in that they are all Defendants' current
17 or former employees and one or more of the alleged violations were committed against them.

18 41. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved
19 employee, including Plaintiff, may pursue a civil action arising under PAGA after the following
20 requirements have been met:

- 21 (a) The aggrieved employee or representative shall give written notice by
22 online filing with the LWDA and by certified mail to the employer of the
23 specific provisions of the California Labor Code alleged to have been
24 violated, including the facts and theories to support the alleged violation.
- 25 (b) An aggrieved employee's notice filed with the LWDA pursuant to
26 2699.3(a) and any employer response to that notice shall be accompanied
27 by a filing fee of seventy-five dollars (\$75).
- 28 (c) The LWDA shall notify the employer and the aggrieved employee or

1 representative by certified mail that it does not intend to investigate the
2 alleged violation (“LWDA’s Notice”) within sixty (60) calendar days of
3 the postmark date of the aggrieved employee’s notice. Upon receipt of
4 the LWDA Notice, or if no LWDA Notice is provided within sixty-five
5 (65) calendar days of the postmark date of the aggrieved employee’s
6 notice, the aggrieved employee may commence a civil action pursuant to
7 California Labor Code section 2699 to recover civil penalties.

8 42. Pursuant to California Labor Code sections 2699.3(c), aggrieved employees,
9 through Plaintiff, may pursue a civil action arising under PAGA for violations of any provision
10 other than those listed in Section 2699.5 after the following requirements have been met:

- 11 (a) The aggrieved employee or representative shall give written notice by
12 online filing with the LWDA and by certified mail to the employer of the
13 specific provisions of the California Labor Code alleged to have been
14 violated (other than those listed in Section 2699.5), including the facts
15 and theories to support the alleged violation.
- 16 (b) An aggrieved employee’s notice filed with the LWDA pursuant to
17 2699.3(c) and any employer response to that notice shall be accompanied
18 by a filing fee of seventy-five dollars (\$75).
- 19 (c) The employer may cure the alleged violation within thirty-three (33)
20 calendar days of the postmark date of the notice sent by the aggrieved
21 employee or representative. The employer shall give written notice
22 within that period of time by certified mail to the aggrieved employee or
23 representative and by online filing with the LWDA if the alleged violation
24 is cured, including a description of actions taken, and no civil action
25 pursuant to Section 2699 may commence. If the alleged violation is not
26 cured within the 33-day period, the aggrieved employee may commence
27 a civil action pursuant to Section 2699.

28 43. On July 1, 2021, Plaintiff provided written notice by online filing to the LWDA

1 and by Certified Mail to Defendants of the specific provisions of the California Labor Code
2 alleged to have been violated, including facts and theories to support the alleged violations, in
3 accordance with California Labor Code section 2699.3. Plaintiff's written notice was
4 accompanied with the applicable filing fee of seventy-five dollars (\$75). The LWDA PAGA
5 Administrator confirmed receipt of Plaintiff's written notice and assigned Plaintiff PAGA Case
6 Number LWDA-CM-836753-21. A true and correct copy of Plaintiff's written notice to the
7 LWDA and Defendants is attached hereto as "Exhibit 1."

8 44. As of the filing date of this complaint, over 65 days have passed since Plaintiff
9 sent the notice described above to the LWDA, and the LWDA has not responded that it intends
10 to investigate Plaintiff's claims and Defendants have not cured the violations.

11 45. Thus, Plaintiff has satisfied the administrative prerequisites under California
12 Labor Code section 2699.3(a) and 2699.3(c) to recover civil penalties against Defendants for
13 violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a),
14 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2802.

15 46. Labor Code section 558(a) provides "[a]ny employer or other person acting on
16 behalf of an employer who violates, or causes to be violated, a section of this chapter or any
17 provision regulating hours and days of work in any order of the Industrial Welfare Commission
18 shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for
19 each underpaid employee for each pay period for which the employee was underpaid. . . . (2)
20 For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for
21 each pay period for which the employee was underpaid. . . ." Labor Code section 558(c)
22 provides "[t]he civil penalties provided for in this section are in addition to any other civil or
23 criminal penalty provided by law."

24 47. Defendants, at all times relevant to this complaint, were employers or persons
25 acting on behalf of an employer(s) who violated Plaintiff's and other aggrieved employees'
26 rights by violating various sections of the California Labor Code as set forth above.

27 48. As set forth below, Defendants have violated numerous provisions of both the
28 Labor Code sections regulating hours and days of work as well as the applicable IWC Wage

1 Order.

2 49. Pursuant to PAGA, and in particular, California Labor Code sections 2699(a),
3 2699.3(a), 2699.3(c), and 2699.5, and section 558, Plaintiff, acting in the public interest as a
4 private attorney general, seeks assessment and collection of civil penalties for herself, all other
5 aggrieved employees, and the State of California against Defendants for violations of California
6 Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12,
7 1194, 1197, 1197.1, 1198, and 2802.

8 **CLASS ACTION ALLEGATIONS**

9 50. Plaintiff brings this action on her own behalf, as well as on behalf of each and all
10 other persons similarly situated, and thus seeks class certification under California Code of Civil
11 Procedure section 382.

12 51. All claims alleged herein arise under California law for which Plaintiff seeks
13 relief authorized by California law.

14 52. Plaintiff's proposed class consists of and is defined as follows:

15 All persons who worked for Defendants as non-exempt, hourly
16 paid employees in California, within four years prior to the filing
of the initial complaint until the date of trial ("Class").

17 53. Plaintiff's proposed subclass consists of and is defined as follows:

18 All persons who worked for Defendants as non-exempt, hourly
19 paid employees in California and who received at least one wage
statement within one (1) year prior to the filing of the initial
20 complaint until the date of trial ("Subclass").

21 54. Members of the Class and Subclass are referred to herein as "class members."

22 55. Plaintiff reserves the right to redefine the Class and Subclass and to add
23 additional subclasses as appropriate based on further investigation, discovery, and specific
24 theories of liability.

25 56. There are common questions of law and fact as to class members that
26 predominate over questions affecting only individual members, including, but not limited to:

27 (a) Whether Defendants required Plaintiff and class members to work over
28 eight (8) hours per day, over twelve (12) hours per day, or over forty (40)

1 hours per week and failed to pay all legally required overtime
2 compensation to Plaintiff and class members;

3 (b) Whether Defendants failed to properly calculate the “regular rate” of pay
4 on which Plaintiff’s and/or class members’ overtime rate of pay was
5 based;

6 (c) Whether Defendants failed to pay Plaintiff and class members at least
7 minimum wages for all hours worked;

8 (d) Whether Defendants failed to provide Plaintiff and class members with
9 meal periods;

10 (e) Whether Defendants failed to authorize and permit Plaintiff and class
11 members to take rest periods;

12 (f) Whether Defendants provided Plaintiff and class members with complete
13 and accurate wage statements as required by California Labor Code
14 section 226(a);

15 (g) Whether Defendants maintained accurate payroll records as required by
16 California Labor Code section 1174(d);

17 (h) Whether Defendants failed to pay earned overtime wages, minimum
18 wages, and/or meal and rest period premiums due to Plaintiff and class
19 members upon their discharge;

20 (i) Whether Defendants failed timely to pay overtime wages, minimum
21 wages, and/or meal and rest period premiums due to Plaintiff and class
22 members during their employment;

23 (j) Whether Defendants failed to reimburse Plaintiff and class members for
24 necessary and required business-related expenditures and/or losses
25 incurred by them in the scope of their employment;

26 (k) Whether Defendants engaged in unlawful and unfair business practices in
27 violation of California Business & Professions Code sections 17200, *et*
28 *seq.*; and

- 1 (l) The appropriate amount of damages, restitution, or monetary penalties
2 resulting from Defendants' violations of California law.

3 57. There is a well-defined community of interest in the litigation and the class
4 members are readily ascertainable:

- 5 (a) Numerosity: The class members are so numerous that joinder of all
6 members would be unfeasible and impractical. The membership of the
7 entire class is unknown to Plaintiff at this time; however, the class is
8 estimated to be greater than one hundred (100) individuals and the
9 identity of such membership is readily ascertainable by inspection of
10 Defendants' employment records.
- 11 (b) Typicality: Plaintiff is qualified to, and will, fairly and adequately protect
12 the interests of each class member with whom she has a well-defined
13 community of interest, and Plaintiff's claims (or defenses, if any) are
14 typical of all class members as demonstrated herein.
- 15 (c) Adequacy: Plaintiff is qualified to, and will, fairly and adequately protect
16 the interests of each class member with whom she has a well-defined
17 community of interest and typicality of claims, as demonstrated herein.
18 Plaintiff acknowledges that she has an obligation to make known to the
19 Court any relationship, conflicts or differences with any class member.
20 Plaintiff's attorneys, the proposed class counsel, are versed in the rules
21 governing class action discovery, certification, and settlement. Plaintiff
22 has incurred, and throughout the duration of this action, will continue to
23 incur costs and attorneys' fees that have been, are, and will be necessarily
24 expended for the prosecution of this action for the substantial benefit of
25 each class member.
- 26 (d) Superiority: The nature of this action makes the use of class action
27 adjudication superior to other methods. A class action will achieve
28 economies of time, effort, and expense as compared with separate

lawsuits, and will avoid inconsistent outcomes because the same issues can be adjudicated in the same manner and at the same time for the entire class.

(e) Public Policy Considerations: Employers in the State of California violate employment and labor laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. Former employees are fearful of bringing actions because they believe their former employers might damage their future endeavors through negative references and/or other means. Class actions provide the class members who are not named in the complaint with a type of anonymity that allows for the vindication of their rights while simultaneously protecting their privacy.

FIRST CAUSE OF ACTION

Violation of California Labor Code §§ 510 and 1198—Unpaid Overtime (Against all Defendants)

58. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

59. Labor Code section 1198 makes it illegal to employ an employee under conditions of labor that are prohibited by the applicable wage order. California Labor Code section 1198 requires that “. . . the standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor for employees. The employment of any employee . . . under conditions of labor prohibited by the order is unlawful.”

60. California Labor Code section 1198 and the applicable IWC Wage Order provide that it is unlawful to employ persons without compensating them at a rate of pay either time-and-one-half or two-times that person’s regular rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

61. Specifically, the applicable IWC Wage Order provides that Defendants are and were required to pay Plaintiff and class members working more than eight (8) hours in a day or

1 more than forty (40) hours in a workweek, at the rate of time and one-half (1 ½) for all hours
2 worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek.

3 62. The applicable IWC Wage Order further provides that Defendants are and were
4 required to pay Plaintiff and class members working more than twelve (12) hours in a day,
5 overtime compensation at a rate of two (2) times their regular rate of pay. An employee's
6 regular rate of pay includes all remuneration for employment paid to, or on behalf of, the
7 employee, including nondiscretionary bonuses and incentive pay.

8 63. California Labor Code section 510 codifies the right to overtime compensation
9 at one and one-half (1 ½) times the regular rate of pay for hours worked in excess of eight (8)
10 hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh
11 (7th) day of work, and to overtime compensation at twice the employee's regular rate of pay for
12 hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on
13 the seventh (7th) day of work.

14 64. During the relevant time period, Defendants willfully failed to pay all overtime
15 wages owed to Plaintiff and class members. During the relevant time period, Plaintiff and class
16 members were not paid overtime premiums for all of the hours they worked in excess of eight
17 (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40) hours
18 in a week, because all hours worked were not recorded.

19 65. First, during the relevant time period, Defendants had, and continue to have, a
20 company-wide policy and/or practice of discouraging and impeding Plaintiff and class members
21 from recording hours worked that were outside of their scheduled shifts, in order to limit the
22 amount of overtime employees could accrue. On information and belief, Defendants' policy
23 and/or practice is to simply pay employees, including Plaintiff and class members, for the hours
24 they are scheduled to work, and not the actual hours worked, by pressuring Plaintiff and class
25 members to only report the hours they are scheduled to work on their handwritten timesheets.
26 This policy of limiting overtime, coupled with Defendants' practice of understaffing and
27 assignment of heavy workloads and deadlines, led Plaintiff and class members to work off-the-
28 clock before and after their scheduled shift times in order to complete their assigned tasks. For

1 example, Plaintiff was required to report to work 15-20 minutes early to prepare her cart or to
2 begin cleaning the pool area within the apartment complex she was assigned to clean. Plaintiff
3 was required to clean the pool area before it opened to tenants one hour after her scheduled shift
4 start-time, which was not enough time for one person to complete all of the required tasks, such
5 as cleaning the grills, restrooms, and lounge chairs. As another example, when vacant
6 apartments had scheduled morning viewings for prospective tenants, the night before the
7 viewing, Plaintiff was required to clock out at the end of her of scheduled shift but continue
8 working for at least 30- 40 minutes off-the-clock to ensure the apartments were fully cleaned
9 before leaving. Thus, Defendants failed to track this time spent working before and after
10 scheduled shifts, and Plaintiff and class members received no compensation for this time.

11 66. Second, Defendants had, and continue to have, a company-wide policy and/or
12 practice of calling employees off-the-clock to discuss work-related matters. For example,
13 Plaintiff's supervisor would call Plaintiff on her personal cellular phone off-the-clock to discuss
14 the status of certain apartments she was assigned to clean. Defendants further failed to track
15 this time Plaintiff and class members spent working off-the-clock, and Plaintiff and class
16 members received no compensation for this time.

17 67. Third, Defendants also had a company-wide practice and/or policy of requiring
18 Plaintiff and class members to carry company-issued radios on their persons at all times,
19 including during unpaid meal periods, so that Defendants' management could communicate
20 with them as needed. Defendants knew or should have known that Plaintiff and/or class
21 members were being made to remain on duty and communicate with supervisors on their
22 company-issued radios and/or personal cellular phones while clocked out for meal periods, in
23 order to meet Defendants' expectations, but failed to compensate them for this off-the-clock
24 work.

25 68. Defendants knew or should have known that as a result of these company-wide
26 practices and/or policies, Plaintiff and class members were performing their assigned duties off-
27 the-clock and/or during meal periods, and were suffered or permitted to perform work for which
28 they were not paid. Because Plaintiff and class members worked shifts of eight (8) hours a day

1 or more or forty (40) hours a week or more, some of this off-the-clock work qualified for
2 overtime premium pay. Therefore, Plaintiff and class members were not paid overtime wages
3 for all of the overtime hours they actually worked.

4 69. Defendants' failure to pay Plaintiff and class members the balance of overtime
5 compensation as required by California law, violates the provisions of California Labor Code
6 sections 510 and 1198. Pursuant to California Labor Code section 1194, Plaintiff and class
7 members are entitled to recover their unpaid overtime compensation, as well as interest, costs,
8 and attorneys' fees.

9 **SECOND CAUSE OF ACTION**

10 **Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198—Unpaid** 11 **Minimum Wages** 12 **(Against all Defendants)**

13 70. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
14 and every allegation set forth above.

15 71. At all relevant times, California Labor Code sections 1182.12, 1194, 1197,
16 1197.1, and 1198 provide that the minimum wage for employees fixed by the IWC is the
17 minimum wage to be paid to employees, and the payment of a wage less than the minimum so
18 fixed is unlawful. Compensable work time is defined in IWC Wage Order No. 5-2001 as "the
19 time during which an employee is subject to the control of an employer, and includes all the
20 time the employee is suffered or permitted to work, whether or not required to do so." Cal.
21 Code. Regs. tit. 8, § 11050(2)(K) (defining "Hours Worked").

22 72. As stated, due to Defendants' company-wide practices of restricting overtime
23 accrual and understaffing while simultaneously assigning heavy workloads and deadlines,
24 Defendants systematically failed to pay Plaintiff and class members for actual hours worked
25 before and after their scheduled shifts, because these hours were not accurately recorded. As
26 set forth above, Defendants had a company-wide practice and/or policy of paying Plaintiff and
27 class members for their scheduled shifts, by pressuring Plaintiff and class members to only
28 report the hours they are scheduled to work through their handwritten timesheets, which resulted

1 in them performing work off-the-clock prior to and after their scheduled shifts. Further, as
2 stated above, Defendants required Plaintiff and class members to carry company-issued radios
3 and respond to radio calls and/or phone calls at all times, including during meal periods, but did
4 not pay them for the time they remained on-duty to respond to these calls while they were
5 clocked out.

6 73. Defendants did not pay minimum wages for all hours worked by Plaintiff and
7 class members. To the extent that these off-the-clock hours did not qualify for overtime
8 premium payment, Defendants did not pay at least minimum wages for those hours worked off-
9 the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

10 74. Defendants' failure to pay Plaintiff and class members minimum wages violates
11 California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Pursuant to California
12 Labor Code section 1194.2, Plaintiff and class members are entitled to recover liquidated
13 damages in an amount equal to the wages unlawfully unpaid and interest thereon.

14 **THIRD CAUSE OF ACTION**

15 **Violations of California Labor Code, §§ 226.7, 512(a), 516, and 1198—Meal Period**

16 **Violations**

17 **(Against all Defendants)**

18 75. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
19 and every allegation set forth above.

20 76. At all relevant times herein set forth, California Labor Code section 512(a)
21 provides that an employer may not require, cause, or permit an employee to work for a period
22 of more than five (5) hours per day without providing the employee with a meal period of not
23 less than thirty (30) minutes, except that if the total work period per day of the employee is not
24 more than six (6) hours, the meal period may be waived by mutual consent of both the employer
25 and the employee. Under California law, first meal periods must start after no more than five
26 hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012).

27 77. At all relevant times herein set forth, California Labor Code sections 226.7,
28 512(a), 516, and 1198 provide that no employer shall require an employee to work during any

1 meal period mandated by an applicable order of the IWC.

2 78. At all relevant times herein set forth, Labor Code sections 226.7 and 512(a) and
3 the applicable IWC Wage Order also require employers to provide a second meal period of not
4 less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an
5 employee one (1) additional hour of pay at the employee's regular rate, except that if the total
6 hours worked is no more than twelve (12) hours, the second meal period may be waived by
7 mutual consent of the employer and the employee only if the first meal period was not waived.

8 79. During the relevant time period, as stated, Defendants had, and continue to have,
9 a company-wide policy and/or practice of understaffing their locations while simultaneously
10 assigning heavy workloads and deadlines, which resulted in a lack of meal period coverage and
11 prevented Plaintiff and class members from taking all timely, uninterrupted meal periods to
12 which they were entitled. Further, Defendants had a company-wide practice of failing to adhere
13 to a schedule of meal periods, which further prevented Plaintiff and class members from taking
14 all compliant meal periods. As a result of Defendants' practices and/or policies, Plaintiff and
15 class members were forced to work in excess of five (5) hours before taking a meal period and,
16 at times, had their meal periods interrupted, and/or had to forgo their meal periods altogether.
17 For example, approximately four (4) times per week, Plaintiff was unable to take her meal
18 period until the sixth hour after the start of her scheduled shift.

19 80. Moreover, on information and belief, because Defendants frowned upon
20 employees accruing meal period penalties, Defendants' management pressured Plaintiff and
21 class members to clock out for meal periods and/or adjusted their time records to reflect
22 compliant meal periods, even when they did not receive a compliant meal period, in order to
23 strictly limit meal penalties that Defendants would otherwise owe. For example, at Defendants'
24 management's direction, Plaintiff would log that her meal period was taken within the first five
25 (5) hours of her shift, even though she was only able to take her meal periods until after her
26 sixth hour of work.

27 81. Additionally, as stated, Defendants had a company-wide policy and/or practice
28 of requiring Plaintiff and class members carry company-issued radios on their persons so that

1 management could communicate with them at all times, including during meal periods. As a
2 result of Defendants' policy and/or practice, Plaintiff and/or class members were compelled to
3 remain on duty, respond to calls on their company-issued radios and/or personal cellular phones,
4 and/or perform work-related duties during their unpaid meal periods. Plaintiff and class
5 members did not sign valid meal period waivers on days that they were entitled to meal periods
6 and were not relieved of all duties.

7 82. At all times herein mentioned, Defendants knew or should have known that, as a
8 result of these policies, Plaintiff and class members were prevented from being relieved of all
9 duties and required to perform some of their assigned duties during meal periods. Defendants
10 further knew or should have known that Defendants did not pay Plaintiff and class members
11 meal period premiums when meal periods were late, interrupted, shortened, and/or missed.

12 83. Furthermore, Defendants engaged in a company-wide practice and/or policy of
13 not paying all meal period premiums owed when compliant meal periods are not provided.
14 Because of this practice and/or policy, Plaintiff and class members have not received premium
15 pay for missed, late, interrupted and/or shortened meal periods. As a result, Defendants failed
16 to provide Plaintiff and class members compliant meal periods in violation of California Labor
17 Code sections 226.7, 512(a), and 516 and failed to pay the full meal period premiums due.

18 84. Defendants' conduct violates the applicable IWC Wage Order, and California
19 Labor Code sections 226.7, 512(a), 516, and 1198. Plaintiff and class members are therefore
20 entitled to recover from Defendants one (1) additional hour of pay at the employee's regular
21 rate of compensation for each work-day that the meal period was not provided.

22 **FOURTH CAUSE OF ACTION**

23 **Violation of California Labor Code §§ 226.7, 516, and 1198—Rest Period Violations** 24 **(Against all Defendants)**

25 85. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
26 and every allegation set forth above.

27 86. At all relevant times herein set forth, the applicable IWC Wage Order and
28 California Labor Code sections 226.7, 516, and 1198 were applicable to Plaintiff's and class

1 members' employment by Defendants.

2 87. At all relevant times, the applicable IWC Wage Order provides that "[e]very
3 employer shall authorize and permit all employees to take rest periods, which insofar as
4 practicable shall be in the middle of each work period" and that the "rest period time shall be
5 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
6 hours or major fraction thereof" unless the total daily work time is less than three and one-half
7 (3 ½) hours.

8 88. At all relevant times, California Labor Code section 226.7 provides that no
9 employer shall require an employee to work during any rest period mandated by an applicable
10 order of the California IWC. To comply with its obligation to authorize and permit rest periods
11 under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer
12 must "relinquish any control over how employees spend their break time, and relieve their
13 employees of all duties—including the obligation that an employee remain on call. A rest
14 period, in short, must be a period of rest." *Augustus v. ABM Security Services, Inc.*, 2 Cal. 5th
15 257, 269-270 (2016). Pursuant to the applicable IWC Wage Order and California Labor Code
16 section 226.7(c), Plaintiff and class members are entitled to recover from Defendants one (1)
17 additional hour of pay at their regular rates of pay for each work day that a required rest period
18 was not authorized and permitted.

19 89. During the relevant time period, Defendants regularly failed to authorize and
20 permit Plaintiff and class members to take a ten (10) minute rest period per each four (4) hour
21 period worked or major fraction thereof. As with meal periods, Defendants' company-wide
22 practices, including understaffing while assigning heavy workloads, prevented Plaintiff and
23 class members from being relieved of all duty to take rest periods. Additionally, Defendants
24 failed to schedule rest periods, which, coupled with Defendants' failure to provide adequate rest
25 period coverage, further led to Plaintiff and class members not being authorized and permitted
26 to take compliant rest periods. Moreover, as stated, Defendants had, and continue to have, a
27 policy and/or practice of requiring that Plaintiff and class members carry a company-issued
28 radio to respond to requests from management at all times, including during rest periods.

1 90. Additionally, during the relevant time period, Defendants maintained and
2 implemented a company-wide on-premises rest period policy, which mandated that Plaintiff and
3 class members remain on the work premises during their rest periods. Because Plaintiff and
4 class members were also required to carry and respond to calls to their company-issued radio at
5 all times, they were restricted from leaving the premises during rest periods, and thereby denied
6 the ability to use rest periods freely for their own purposes, such as running personal errands.
7 Thus, Defendants effectively maintained control over Plaintiff and class members during rest
8 periods and/or caused them to perform work during rest periods.

9 91. As a result of Defendants' practices and policies, Plaintiff and class members
10 worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without
11 receiving all uninterrupted 10-minute rest periods to which they were entitled. For example,
12 throughout her employment, Plaintiff would have to forego many of her rest periods altogether
13 due to the heavy workload and deadlines assigned, such as the requirement that she complete
14 all of her tasks by the end of her scheduled shift.

15 92. Defendants have also engaged in a company-wide practice and/or policy of not
16 paying all rest period premiums owed when compliant rest periods are not authorized and
17 permitted.

18 As a result, Defendants denied Plaintiff and class members rest periods and failed to pay them
19 rest period premiums due, in violation of Labor Code sections 226.7 and 516, and the applicable
20 IWC Wage Order.

21 93. Defendants' conduct violates the applicable IWC Wage Order and California
22 Labor Code sections 226.7, 516, and 1198. Plaintiff and class members are therefore entitled
23 to recover from Defendants one (1) additional hour of pay at the employee's regular rate of
24 compensation for each work day that a compliant rest period was not authorized and permitted.

25 ///

26 ///

27 ///

28 ///

1 **FIFTH CAUSE OF ACTION**

2 **Violation of California Labor Code §§ 226(a), 1174(d), and 1198—Non-Compliant Wage**
3 **Statements and Failure to Maintain Accurate Payroll Records**
4 **(Against all Defendants)**

5 94. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
6 and every allegation set forth above.

7 95. At all relevant times herein set forth, California Labor Code section 226(a)
8 provides that every employer shall furnish each of his or her employees an accurate and
9 complete itemized wage statement in writing, including, but not limited to, the name and address
10 of the legal entity that is the employer, the inclusive dates of the pay period, total hours worked,
11 and all applicable rates of pay.

12 96. At all relevant times, Defendants have knowingly and intentionally provided
13 Plaintiff and Subclass members with uniform, incomplete, and inaccurate wage statements. For
14 example, Defendants issued uniform wage statements to Plaintiff and Subclass members that
15 fail to correctly list: gross wages earned; total hours worked; net wages earned; and all
16 applicable hourly rates in effect during the pay period, including overtime rates of pay, and the
17 corresponding number of hours worked at each hourly rate. Specifically, Defendants violated
18 sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

19 97. Because Defendants did not record the time Plaintiff and Subclass members spent
20 working off-the-clock, Defendants did not list the correct amount of gross wages and net wages
21 earned by Plaintiff and Subclass members in compliance with section 226(a)(1) and section
22 226(a)(5), respectively. For the same reason, Defendants failed to accurately list the total
23 number of hours worked by Plaintiff and Subclass members, in violation of section 226(a)(2),
24 and failed to list the applicable hourly rates of pay in effect during the pay period and the
25 corresponding accurate number of hours worked at each hourly rate, in violation of section
26 226(a)(9).

27 98. The wage statement deficiencies also include, among other things, failing to list
28 the number of piece-rate units earned and any applicable piece rate if the employee is paid on a

1 piece-rate basis; failing to list all deductions; failing to list the name of the employee and only
2 the last four digits of his or her social security number or an employee identification number
3 other than a social security number; failing to list the name and address of the legal entity that
4 is the employer; failing to list the inclusive dates of the period for which employees were paid;
5 and/or failing to state all hours worked as a result of not recording or stating the hours they
6 worked off-the-clock.

7 99. California Labor Code section 1198 provides that the maximum hours of work
8 and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set
9 forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he employment
10 of any employees for longer hours than those fixed by the order or under conditions of labor
11 prohibited by the order is unlawful.” Pursuant to the applicable IWC Wage Order, employers
12 are required to keep accurate time records showing when the employee begins and ends each
13 work period and meal period. During the relevant time period, Defendants engaged in company-
14 wide practices and/or policies of failing to record actual hours worked, and thereby failed to
15 keep accurate records of work period and meal period start and stop times for Plaintiff and
16 Subclass members, in violation of section 1198. Also, as stated, Defendants engaged in a
17 company-wide practice and/or policy of falsifying Plaintiff’s and Subclass members’ time
18 records by recording that compliant meal periods were taken regardless of if or when meal
19 periods were actually taken, and thereby failed to keep accurate records of meal start and end
20 times for Plaintiff and Subclass members.

21 100. California Labor Code section 1174(d) provides that “[e]very person employing
22 labor in this state shall . . . [k]eep a record showing the names and addresses of all employees
23 employed and the ages of all minors” and “[k]eep, at a central location in the state or at the
24 plants or establishments at which employees are employed, payroll records showing the hours
25 worked daily by and the wages paid to, and the number of piece-rate units earned by and any
26 applicable piece rate paid to, employees employed at the respective plants or
27 establishments. . . .” At all relevant times, and in violation of Labor Code section 1174(d),
28 Defendants willfully failed to maintain accurate payroll records for Plaintiff and Subclass

1 members showing the daily hours they worked and the wages paid thereto as a result of failing
2 to record the off-the-clock hours that they worked.

3 101. Plaintiff and Subclass members are entitled to recover from Defendants the
4 greater of their actual damages caused by Defendants' failure to comply with California Labor
5 Code section 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000) per
6 employee.

7 **SIXTH CAUSE OF ACTION**

8 **Violation of California Labor Code §§ 201 and 202—Wages Not Timely Paid Upon**
9 **Termination**
10 **(Against all Defendants)**

11 102. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
12 and every allegation set forth above.

13 103. This cause of action is dependent upon, and wholly derivative of, the overtime
14 wages, minimum wages, and/or meal and rest period premiums that were not timely paid to
15 Plaintiff and those class members no longer employed by Defendants upon their termination.

16 104. At all times relevant herein set forth, Labor Code sections 201 and 202 provide
17 that if an employer discharges an employee, the wages earned and unpaid at the time of
18 discharge are due and payable immediately, and that if an employee voluntarily leaves his or
19 her employment, his or her wages shall become due and payable not later than seventy-two (72)
20 hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his
21 or her intention to quit, in which case the employee is entitled to his or her wages at the time of
22 quitting.

23 105. Defendants willfully failed to pay Plaintiff and class members who are no longer
24 employed by Defendants the earned and unpaid wages set forth above, including but not limited
25 to, overtime wages, minimum wages, and/or meal and rest period premiums, either at the time
26 of discharge, or within seventy-two (72) hours of their leaving Defendants' employ.

27 106. Defendants' failure to pay Plaintiff and class members who are no longer
28 employed by Defendants their wages earned and unpaid at the time of discharge, or within

seventy-two (72) hours of their leaving Defendants' employ, violates Labor Code sections 201 and 202. Plaintiff and class members are therefore entitled to recover from Defendants the statutory penalty wages for each day they were not paid, at their regular rate of pay, up to a thirty (30) day maximum pursuant to California Labor Code section 203.

SEVENTH CAUSE OF ACTION

Violation of California Labor Code § 204—Failure to Timely Pay Wages During Employment (Against all Defendants)

107. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

108. This cause of action is dependent upon, and wholly derivative of, the overtime wages, minimum wages, and/or meal and rest period premiums that were not timely paid to Plaintiff and those class members.

109. At all times relevant herein set forth, Labor Code section 204 provides that all wages earned by any person in any employment between the first (1st) and the fifteenth (15th) days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the sixteenth (16th) and the twenty-sixth (26th) day of the month during which the labor was performed. Labor Code section 204 further provides that all wages earned by any person in any employment between the sixteenth (16th) and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the first (1st) and the tenth (10th) day of the following month.

110. At all times relevant herein, Labor Code section 204 provides that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. Alternatively, at all times relevant herein, Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period.

111. During the relevant time period, Defendants willfully failed to pay Plaintiff and class members all wages due including, but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, within the time periods specified by California Labor Code section 204.

112. Defendants' failure to pay Plaintiff and class members all wages due violates Labor Code section 204. Plaintiff and class members are therefore entitled to recover from Defendants the statutory penalty wages pursuant to California Labor Code section 210.

EIGHTH CAUSE OF ACTION

Violation of California Labor Code § 2802—Unpaid Business-Related Expenses (Against all Defendants)

113. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

114. At all times herein set forth, California Labor Code section 2802 provides that an employer must reimburse employees for all necessary expenditures and losses incurred by the employee in the performance of his or her job. The purpose of Labor Code section 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144 (2014). The applicable wage order, IWC Wage Order No. 5-2001, provides that: "[w]hen tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft."

115. First, during the relevant time period, Defendants, on a company-wide basis, required that Plaintiff and class members use their own personal cellular phones and/or cellular data to carry out their job duties, but failed to reimburse them for the costs of their work-related cellular phone expenses. Plaintiff and class members were required to use their personal cellular phones to complete their work-related tasks, such as discussing work-related matters with supervisors. Plaintiff would spend time texting or speaking with her managers about matters

1 related to cleaning certain apartments and other work-related tasks, and was further required to
2 take photos of cleaned areas and send them to her managers via text message. Although
3 Defendants required Plaintiff and class members to utilize their personal cellular phones to carry
4 out their work-related responsibilities, Defendants failed to fully reimburse them for this cost.

5 116. Second, during the relevant time period, Defendants, on a company-wide basis,
6 required Plaintiff and class members to purchase their own cleaning supplies which were
7 necessary to complete their duties. For example, Plaintiff purchased her own cleaning brushes
8 because her managers refused to provide her with the necessary supplies and incurred about
9 \$60.00 in out-of-pocket costs for four (4) cleaning brushes. However, Plaintiff was not
10 reimbursed for these expenses.

11 117. Third, during the relevant time period, Defendants required Plaintiff and class
12 members to wear uniforms bearing the company logo, including uniform shirts, on a daily basis.
13 However, Defendants did not provide their employees with sufficient uniforms to wear for their
14 shifts throughout the week. For example, Defendants only provided Plaintiff and class members
15 with two (2) shirts at the beginning of their employment. Because Defendants failed to provide
16 Plaintiff and class members with an adequate number of uniform items in relation to their
17 scheduled shifts and for the tasks they were required to perform, Plaintiff and class members
18 were forced to wash their uniforms more frequently than they would otherwise do laundry, and
19 incur expenses in doing so. For example, due the nature of custodial work, Plaintiff's and class
20 members' uniforms would become stained with harsh chemicals and grime, such that they were
21 unable to mix these clothes in with their other laundry. As a result, they had to wash their
22 uniform items separately from any other clothing items and thus incurred additional utility and
23 laundry expenses for the upkeep of their uniforms. Thus, Defendants failed to maintain the
24 uniforms they required Plaintiff and class members to wear during their shifts and forced them
25 to incur the cost of maintaining employee uniforms.

26 118. Defendants could have provided Plaintiff and class members with the actual tools
27 for use on the job, such company phones and necessary supplies, as well as an adequate number
28 of uniforms or access to laundering services. Or, Defendants could have reimbursed employees

1 for the costs of their cellular phone usage, supply expenses, and laundering expenses or provided
2 a uniform maintenance allowance. Instead, Defendants passed these operating costs off onto
3 Plaintiff and class members. At all relevant times, Plaintiff did not earn at least two (2) times
4 the minimum wage.

5 119. Defendants' company-wide policy and/or practice of passing on their operating
6 costs to Plaintiff and class members violates California Labor Code section 2802. Defendants
7 have intentionally and willfully failed to reimburse Plaintiff and other class members for
8 necessary business-related expenses and costs.

9 120. Plaintiff and class members are entitled to recover from Defendants their
10 business-related expenses incurred during the course and scope of their employment, plus
11 interest.

12 **NINTH CAUSE OF ACTION**

13 **For Civil Penalties Pursuant to California Labor Code §§ 2698, *et seq.***

14 **(Against all Defendants)**

15 121. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
16 and every allegation set forth above.

17 122. California Labor Code §§ 2698, *et seq.* ("PAGA") permits Plaintiff to recover
18 civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code section
19 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 203, 204, 226(a), 226.7,
20 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, and 2802. Labor Code section 2699.3(c)
21 permits aggrieved employees, including Plaintiff, to recover civil penalties for violations of
22 those Labor Code sections not found in section 2699.5, including sections 516 and 1182.12.

23 123. Defendants' conduct, as alleged herein, violates numerous sections of the
24 California Labor Code, including, but not limited to, the following:

- 25 (a) Violation of Labor Code sections 510, 1198, and the applicable IWC
26 Wage Order for Defendants' failure to compensate Plaintiff and other
27 aggrieved employees with all required overtime pay and failure to
28 properly calculate the overtime rates paid to Plaintiff and/or other

aggrieved employees, as set forth below;

- (b) Violation of Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198, and the applicable IWC Wage Order for Defendants' failure to compensate Plaintiff and other aggrieved employees with at least minimum wages for all hours worked, as alleged herein;
- (c) Violation of Labor Code sections 226.7, 512(a), 516, and 1198, and the applicable IWC Wage Order for Defendants' failure to provide Plaintiff and other aggrieved employees with meal periods, as set forth below;
- (d) Violation of Labor Code sections 226.7, 516, and 1198, and the applicable IWC Wage Order for Defendants' failure to authorize and permit Plaintiff and other aggrieved employees to take rest periods, as alleged herein;
- (e) Violation of Labor Code sections 226(a) and 1198, and the applicable IWC Wage Order for failure to provide accurate and complete wage statements to Plaintiff and other aggrieved employees, as alleged herein;
- (f) Violation of Labor Code sections 1174(d) and 1198, and the applicable IWC Wage Order for failure to maintain payroll records, as alleged herein;
- (g) Violation of Labor Code sections 201, 202, and 203 for failure to pay all earned wages upon termination, as alleged herein;
- (h) Violation of Labor Code section 204 for failure to pay all earned wages during employment, as alleged herein; and
- (i) Violation of Labor Code section 2802 for failure to reimburse Plaintiff and other aggrieved employees for all business expenses necessarily incurred, as alleged herein;

124. At all relevant times herein set forth, the applicable IWC Wage Order provides that Defendants are and were required to pay other aggrieved employees working more than eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of time and one-half (1 ½) for all hours worked in excess of eight (8) hours in a day or more than forty (40)

1 hours in a workweek. The applicable IWC Wage Order further provides that Defendants are
2 and were required to pay other aggrieved employees working more than twelve (12) hours in a
3 day, overtime compensation at a rate of two (2) times their regular rate of pay. An employee's
4 regular rate of pay includes all remuneration for employment paid to, or on behalf of, the
5 employee, including nondiscretionary bonuses and incentive pay.

6 125. Defendants did not pay other aggrieved employees the correct overtime rates for
7 the recorded overtime hours that they generated. In addition to an hourly wage, Defendants
8 paid other aggrieved employees hazard pay, incentive pay, nondiscretionary bonuses, and/or
9 other forms of remuneration. However, in violation of the California Labor Code, Defendants
10 failed to incorporate all remunerations, including hazard pay, incentive pay and/or
11 nondiscretionary bonuses, into the calculation of the regular rate of pay for purposes of
12 calculating the overtime wage rates. Therefore, during times when other aggrieved employees
13 worked overtime and received these other forms of pay, Defendants failed to pay all overtime
14 wages by paying a lower overtime rate than required.

15 126. Therefore, during times when other aggrieved employees worked overtime and
16 received these other forms of pay, Defendants failed to pay all overtime wages by paying a
17 lower overtime rate than required. Other aggrieved employees are therefore entitled to recover
18 civil penalties pursuant to Labor Code sections 558 and/or 2699(a), (f), and (g).

19 127. At all relevant times herein set forth, California Labor Code section 512(a)
20 provides that an employer may not require, cause, or permit an employee to work for a period
21 of more than five (5) hours per day without providing the employee with a meal period of not
22 less than thirty (30) minutes, except that if the total work period per day of the employee is not
23 more than six (6) hours, the meal period may be waived by mutual consent of both the employer
24 and the employee. Under California law, first meal periods must start after no more than five
25 hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012).

26 128. At all relevant times herein set forth, California Labor Code sections 226.7,
27 512(a), 516, and 1198 provide that no employer shall require an employee to work during any
28 meal period mandated by an applicable order of the IWC.

1 129. At all relevant times herein set forth, Labor Code sections 226.7 and 512(a) and
2 the applicable IWC Wage Order also require employers to provide a second meal period of not
3 less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an
4 employee one (1) additional hour of pay at the employee's regular rate, except that if the total
5 hours worked is no more than twelve (12) hours, the second meal period may be waived by
6 mutual consent of the employer and the employee only if the first meal period was not waived.

7 130. Defendants had, and continue to have, a company-wide policy and/or practice of
8 understaffing locations while assigning heavy workloads and deadlines, which resulted in a
9 failure to provide other aggrieved employees with adequate meal period coverage. Defendants
10 also failed to adhere to a schedule of meal periods, which further caused other aggrieved
11 employees to not be relieved of their duties for compliant meal periods. As a result, other
12 aggrieved employees were not afforded timely, uninterrupted thirty (30) minute meal periods
13 during shifts in which they were entitled to receive meal periods.

14 131. Additionally, as set forth above, due to Defendant's uniform practices of
15 understaffing its locations, assignment of heavy workloads and deadlines, failure to adhere to a
16 schedule of meal periods, and subsequent lack of meal period coverage, other aggrieved
17 employees were impeded from taking all uninterrupted meal periods to which they were entitled
18 and were required to work off-the-clock. Moreover, Defendants did not provide other aggrieved
19 employees with second 30-minute meal periods on days that they worked in excess of ten (10)
20 hours in one day. Plaintiff and other aggrieved employees did not sign valid meal period
21 waivers on days that they were entitled to meal periods and were not relieved of all duties.

22 132. Defendants knew or should have known that as a result of its policies, Plaintiff
23 and/or other aggrieved employees were not actually relieved of all duties to take timely,
24 uninterrupted meal periods. Defendants further knew or should have known that it did not pay
25 Plaintiff and/or other aggrieved employees meal period premiums when meal periods were late,
26 interrupted, shortened, and/or missed.

27 133. Furthermore, Defendants engaged in a company-wide practice and/or policy of
28 not paying all meal period premiums owed when compliant meal periods are not provided.

1 Because of this practice and/or policy, Plaintiff and/or other aggrieved employees have not
2 received premium pay for missed, late, and interrupted meal periods. Alternatively, to the extent
3 that Defendants did pay other aggrieved employees for missed, late, and interrupted meal
4 periods, Defendants did not pay other aggrieved employees at the correct rate of pay for
5 premiums because Defendants systematically failed to include all forms of compensation, such
6 as hazard pay, incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in
7 the regular rate of pay. As a result, Defendants failed to provide Plaintiff and/or other aggrieved
8 employees compliant meal periods in violation of California Labor Code sections 226.7, 512(a),
9 and 516 and failed to pay the full meal period premiums due.

10 134. Defendants' conduct violates the applicable IWC Wage Order, and California
11 Labor Code sections 226.7, 512(a), 516, and 1198. Plaintiff and/or other aggrieved employees
12 are therefore entitled to recover civil penalties pursuant to Labor Code sections 558 and/or
13 2699(a), (f), and (g).

14 **TENTH CAUSE OF ACTION**

15 **Violation of California Business & Professions Code §§ 17200, *et seq.* –**

16 **Unlawful Business Practices**

17 **(Against all Defendants)**

18 135. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
19 and every allegation set forth above.

20 136. Defendants are "persons" as defined by California Business & Professions Code
21 sections 17201, as they are corporations, firms, partnerships, joint stock companies, and/or
22 associations.

23 137. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,
24 unlawful and harmful to Plaintiff, class members, and to the general public. Plaintiff has
25 suffered injury in fact and has lost money as a result of Defendants' unlawful business practices.
26 Plaintiff seeks to enforce important rights affecting the public interest within the meaning of
27 Code of Civil Procedure section 1021.5.

28 138. Defendants' activities, as alleged herein, are violations of California law, and

1 constitute unlawful business acts and practices in violation of California Business & Professions
2 Code sections 17200, *et seq.*

3 139. A violation of California Business & Professions Code sections 17200, *et seq.*
4 may be predicated on the violation of any state or federal law. In the instant case, Defendants'
5 policies and practices have violated state law in at least the following respects:

- 6 (a) Requiring non-exempt, hourly paid employees, including Plaintiff and
7 class members, to work overtime without paying them proper
8 compensation in violation of California Labor Code sections 510 and
9 1198 and the applicable IWC Wage Order, as alleged herein;
- 10 (b) Failing to pay at least minimum wage to Plaintiff and class members in
11 violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1,
12 and 1198 and the applicable IWC Wage Order, as alleged herein;
- 13 (c) Failing to provide uninterrupted meal periods to Plaintiff and class
14 members in violation of California Labor Code sections 226.7, 512(a),
15 516, and 1198, and the applicable IWC Wage Order, as alleged herein;
- 16 (d) Failing to authorize and permit Plaintiff and class members to take
17 uninterrupted rest periods in violation of California Labor Code sections
18 226.7, 516, and 1198, and the applicable IWC Wage Order, as alleged
19 herein;
- 20 (e) Failing to provide Plaintiff and class members with accurate wage
21 statements and failing to maintain accurate payroll records in violation of
22 California Labor Code sections 226(a), 1174(d), and 1198, and the
23 applicable IWC Wage Order, as alleged herein;
- 24 (f) Failing timely to pay all earned wages to Plaintiff and class members in
25 violation of California Labor Code section 204, as alleged herein; and
- 26 (g) Failing to reimburse Plaintiff and class members for all business expenses
27 necessarily incurred in violation of California Labor Code sections 2802,
28 as alleged herein.

140. As a result of the violations of California law herein described, Defendants unlawfully gained an unfair advantage over other businesses. Plaintiff and class members have suffered pecuniary loss by Defendants' unlawful business acts and practices alleged herein.

141. Pursuant to California Business & Professions Code sections 17200, *et seq.*, Plaintiff and class members are entitled to restitution of the wages withheld and retained by Defendants during a period that commences four years prior to the filing of this complaint; a permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiff and class members; and an award of attorneys' fees pursuant to California Code of Civil Procedure section 1021.5 and other applicable laws; and an award of costs.

ELEVENTH CAUSE OF ACTION

Violation of California Business & Professions Code §§ 17200, *et seq.* –

Unfair Business Practices

(Against all Defendants)

142. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

143. Defendants are "persons" as defined by California Business & Professions Code section 17201, as they are corporations, firms, partnerships, joint stock companies, and/or associations.

144. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, and harmful to Plaintiff, class members, and to the general public. Plaintiff has suffered injury in fact and has lost money as a result of Defendants' unfair business practices. Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure section 1021.5. Defendants' activities, namely Defendants' company-wide practice and/or policy of not paying Plaintiff and class members meal and rest period premiums due to them under Labor Code section 226.7, deprived Plaintiff and class members of the compensation guarantee and enhanced enforcement implemented by section 226.7. The statutory remedy provided by section 226.7 is a "dual-purpose" remedy intended primarily to compensate employees, and secondarily to shape employer conduct." *Safeway, Inc. v. Superior*

1 *Court*, 238 Cal. App. 4th 1138, 1149 (2015). The statutory benefits of section 226.7 were
2 guaranteed to Plaintiff and class members as part of their employment with Defendants, and
3 thus Defendants' practice and/or policy of denying these statutory benefits constitutes an unfair
4 business practice in violation of California Business & Professions Code sections 17200, *et seq.*
5 (*Id.*)

6 145. A violation of California Business & Professions Code sections 17200, *et seq.*
7 may be predicated on any unfair business practice. In the instant case, Defendants' policies and
8 practices have violated the spirit of California's meal and rest period laws and constitute acts
9 against the public policy behind these laws.

10 146. Pursuant to California Business & Professions Code sections 17200, *et seq.*,
11 Plaintiff and class members are entitled to restitution for the class-wide loss of the statutory
12 benefits implemented by section 226.7 withheld and retained by Defendants during a period that
13 commences four years prior to the filing of this complaint; a permanent injunction requiring
14 Defendants to pay all statutory benefits implemented by section 226.7 due to Plaintiff and class
15 members; an award of attorneys' fees pursuant to California Code of Civil Procedure section
16 1021.5 and other applicable laws; and an award of costs.

17 **REQUEST FOR JURY TRIAL**

18 Plaintiff requests a trial by jury.

19 **PRAYER FOR RELIEF**

20 Plaintiff, on behalf of all others similarly situated, prays for relief and judgment against
21 Defendants, jointly and severally, as follows:

22 1. For damages, unpaid wages, penalties, injunctive relief, and attorneys' fees in
23 excess of twenty-five thousand dollars (\$25,000), exclusive of interest and costs. Plaintiff
24 reserves the right to amend her prayer for relief to seek a different amount.

25 **Class Certification**

- 26 2. That this case be certified as a class action;
- 27 3. That Plaintiff be appointed as the representative of the Class and Subclass;
- 28 4. That counsel for Plaintiff be appointed as class counsel.

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

$$\begin{matrix} 2 \\ 3 \\ 4 \end{matrix}$$

5
6

7
89
1011
12

13

14
15
16

17
1819
2021
22

23

24

25

26

27
28

1 willfully failing to provide all meal periods to Plaintiff and class members;

2 17. That the Court make an award to the Plaintiff and class members of one (1) hour
3 of pay at each employee's regular rate of pay for each workday that a meal period was not
4 provided;

5 18. For all actual, consequential, and incidental losses and damages, according to
6 proof;

7 19. For premiums pursuant to California Labor Code section 226.7(c);

8 20. For pre-judgment interest on any unpaid meal period premiums from the date
9 such amounts were due, or as otherwise provided by law;

10 21. For attorneys' fees pursuant to California Code of Civil Procedure section
11 1021.5, or as otherwise provided by law; and

12 22. For such other and further relief as the Court may deem equitable and
13 appropriate.

14 **As to the Fourth Cause of Action**

15 23. That the Court declare, adjudge and decree that Defendants violated California
16 Labor Code sections 226.7, 516, and 1198 and the applicable IWC Wage Order by willfully
17 failing to authorize and permit Plaintiff and class members to take all rest periods;

18 24. That the Court make an award to the Plaintiff and class members of one (1) hour
19 of pay at each employee's regular rate of pay for each workday that a rest period was not
20 authorized and permitted;

21 25. For all actual, consequential, and incidental losses and damages, according to
22 proof;

23 26. For premiums pursuant to California Labor Code section 226.7(c);

24 27. For pre-judgment interest on any unpaid rest period premiums from the date such
25 amounts were due, or as otherwise provided by law;

26 28. For attorneys' fees pursuant to California Code of Civil Procedure section
27 1021.5, or as otherwise provided by law; and

28 29. For such other and further relief as the Court may deem equitable and

appropriate.

As to the Fifth Cause of Action

30. That the Court declare, adjudge and decree that Defendants violated the recordkeeping provisions of California Labor Code section 226(a) and the applicable IWC Wage Order as to Plaintiff and Subclass members, and willfully failed to provide accurate itemized wage statements thereto;

31. For all actual, consequential, and incidental losses and damages, according to proof;

32. For injunctive relief pursuant to California Labor Code section 226(h);

33. For statutory penalties pursuant to California Labor Code section 226(e);

34. For attorneys' fees and costs pursuant to California Labor Code section 226(e)(1); and

35. For such other and further relief as the Court may deem equitable and appropriate.

As to the Sixth Cause of Action

36. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 201 and 202 by willfully failing to pay overtime wages, minimum wages, and/or meal and rest period premiums owed at the time of termination of the employment of Plaintiff and other terminated class members;

37. For all actual, consequential and incidental losses and damages, according to proof;

38. For waiting time penalties according to proof pursuant to California Labor Code section 203 for all employees who have left Defendants' employ;

39. For pre-judgment interest on any unpaid wages from the date such amounts were due, or as otherwise provided by law;

40. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or as otherwise provided by law; and

41. For such other and further relief as the Court may deem equitable and

appropriate.

As to the Seventh Cause of Action

42. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 204 by willfully failing to timely pay Plaintiff and class members overtime wages, minimum wages, and/or meal and rest period premiums during their employment;

43. For all actual, consequential and incidental losses and damages, according to proof;

44. For statutory penalties according to proof pursuant to California Labor Code section 210;

45. For pre-judgment interest on any unpaid wages from the date such amounts were due, or as otherwise provided by law;

46. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or as otherwise provided by law; and

47. For such other and further relief as the Court may deem equitable and appropriate.

As to the Eighth Cause of Action

48. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 2802 by willfully failing to reimburse and/or indemnify all business-related expenses and costs incurred by Plaintiff and class members;

49. For unpaid business-related expenses and such general and special damages as may be appropriate;

50. For pre-judgment interest on any unpaid business-related expenses from the date such amounts were due, or as otherwise provided by law;

51. For all actual, consequential, and incidental losses and damages, according to proof;

52. For attorneys' fees and costs pursuant to California Labor Code section 2802(c), or as otherwise provided by law; and

53. For such other and further relief as the Court may deem equitable and

appropriate.

As to the Ninth Cause of Action

54. That the Court declare, adjudge and decree that Defendants violated the following California Labor Code provisions as to Plaintiff and/or other aggrieved employees: 510 and 1198 (by failing to pay all overtime compensation); 1182.12, 1194, 1197, 1197.1, and 1198 (by failing to pay at least minimum wages for all hours worked); 226.7, 512(a), 516, and 1198 (by failing to provide all meal periods); 226.7, 516, and 1198 (by failing to authorize and permit all rest periods); 226(a), 1174(d), and 1198 (by failing to provide accurate wage statements and maintain accurate payroll records); 201, 202, and 203 (by failing to timely pay all earned wages upon termination); 204 (by failing to timely pay all earned wages during employment); and 2802 (by failing to reimburse business expenses);

55. For civil penalties pursuant to California Labor Code sections 210, 226.3, 256, 558, 1174.5, 1197.1, and/or 2699(a), (f) and (g), for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2802;

56. For attorneys' fees and costs pursuant to California Labor Code section 2699(g)(1), and any and all other relevant statutes, for Defendant's violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2802;

57. For pre-judgment and post-judgment interest as provided by law; and

58. For such other and further relief as the Court may deem equitable and appropriate.

As to the Tenth Cause of Action

59. That the Court declare, adjudge and decree that Defendants' conduct of failing to provide Plaintiff and class members all overtime wages due to them, failing to provide Plaintiff and class members all minimum wages due to them, failing to provide Plaintiff and class members all meal periods, failing to authorize and permit Plaintiff and class members to take all rest periods, failing to provide Plaintiff and class members accurate and complete wage

1 statements, failing to maintain accurate payroll records for Plaintiff and class members, failing
2 to timely pay Plaintiff and class members all earned wages during employment, and failing to
3 reimburse Plaintiff and class members for business-related expenses, constitutes an unlawful
4 business practice in violation of California Business and Professions Code sections 17200, *et*
5 *seq.*;

6 60. For restitution of unpaid wages to Plaintiff and all class members and
7 prejudgment interest from the day such amounts were due and payable;

8 61. For the appointment of a receiver to receive, manage, and distribute any and all
9 funds disgorged from Defendants and determined to have been wrongfully acquired by
10 Defendants as a result of violations of California Business & Professions Code sections 17200,
11 *et seq.*;

12 62. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
13 California Code of Civil Procedure section 1021.5; and

14 63. For such other and further relief as the Court may deem equitable and
15 appropriate.

16 **As to the Eleventh Cause of Action**

17 64. That the Court declare, adjudge and decree that Defendants' conduct of denying
18 Plaintiff and class members the statutory benefits guaranteed under section 226.7 constitutes an
19 unfair business practice in violation of California Business and Professions Code sections
20 17200, *et seq.*;

21 65. For restitution of the statutory benefits under section 226.7 unfairly withheld
22 from Plaintiff and class members and prejudgment interest from the day such amounts were due
23 and payable;

24 66. For the appointment of a receiver to receive, manage, and distribute any and all
25 funds disgorged from Defendants and determined to have been wrongfully acquired by
26 Defendants as a result of violations of California Business & Professions Code sections 17200,
27 *et seq.*;

28 67. For reasonable attorneys' fees and costs of suit incurred herein pursuant to

1 California Code of Civil Procedure section 1021.5;

2 68. For pre-judgment and post-judgment interest as provided by law; and

3 69. For such other and further relief as the Court may deem equitable and
4 appropriate.

5

6 Dated: September 8, 2021

Respectfully submitted,

7

Capstone Law APC

8

9

By: 

10

Orlando Villalba

11

Helga Hakimi

12

Roxanna Tabatabaeepour

13

Attorneys for Plaintiff Edna Roque

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

EXHIBIT “1”



1875 Century Park East, Suite 1000
Los Angeles, California 90067
310.556.4811 Main | 310.943.0396 Fax

ANTHONY CASTILLO
310.712.8169 Direct
Anthony.Castillo@capstonelawyers.com

July 1, 2021

VIA ONLINE SUBMISSION

California Labor & Workforce Development Agency
ATTN: PAGA Administrator
(<https://dir.tfaforms.net/308>)

Subject: *Edna Roque v. Sunset Commercial Services LLC, et al.*

Dear PAGA Administrator:

This office represents Edna Roque in connection with her claims under the California Labor Code. Ms. Roque was an employee of SUNSET COMMERCIAL SERVICES LLC; SEA CREST FACILITIES SERVICES LLC; SEA CREST MAINTENANCE SERVICES, LLC; SEA CREST COMMERCIAL SERVICES, LLC; and/or SEA CREST SERVICES, INC. For the purpose of this letter, Ms. Roque collectively refers to these entities as "SEA CREST."

The employers may be contacted directly at the addresses below:

SUNSET COMMERCIAL SERVICES LLC
7370 OPPORTUNITY ROAD SUITE P
SAN DIEGO CA 92111

SEA CREST FACILITIES SERVICES LLC
2121 S LYON STREET
SANTA ANA CA 92705

SEA CREST FACILITIES SERVICES LLC
2321 E 4TH STREET C604
SANTA ANA CA 92705

SEA CREST MAINTENANCE SERVICES, LLC
2247 AVENIDA SALVADOR
SAN CLEMENTE CA 92672

SEA CREST MAINTENANCE SERVICES, LLC
2321 E. 4TH STREET
SANTA ANA CA 92705

SEA CREST COMMERCIAL SERVICES, LLC
2247 AVENIDA SALVADOR
SAN CLEMENTE CA 92672

SEA CREST SERVICES, INC.
2247 AVENIDA SALVADOR
SAN CLEMENTE CA 92672

SEA CREST SERVICES, INC.
2321 E. 4TH STREET, # C604
SANTA ANA CA 92705

Ms. Roque intends to seek civil penalties, attorney's fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.*, the Labor Code Private Attorneys General Act of 2004 ("PAGA"). Ms. Roque seeks relief on behalf of herself, the State of California, and other persons who are or were employed by SEA CREST in

California as a non-exempt, hourly paid employee and who received at least one wage statement (“aggrieved employees”). This letter is sent in compliance with the notice and reporting requirements of California Labor Code section 2699.3.

SEA CREST employed Ms. Roque as a non-exempt, hourly paid Janitor from approximately September 2019 to August 28, 2020. Ms. Roque worked for SEA CREST at its clients’ locations in or around Playa Vista, California. She typically worked eight (8) hours or more per day, five (5) days per week, and forty (40) hours or more per week. At the time Ms. Roque’s employment with SEA CREST ended, she earned approximately \$15.00 per hour. Her job duties included cleaning and sanitizing the pool, gym, and common areas of apartment complexes and individual apartments.

SEA CREST has committed one or more of the following Labor Code violations against Ms. Roque, the facts and theories of which follow, making her an “aggrieved employee” pursuant to California Labor Code section 2699(c):¹

SEA CREST’s Company-Wide and Uniform Payroll and HR Practices

SUNSET COMMERCIAL SERVICES LLC; SEA CREST MAINTENANCE SERVICES, LLC; and SEA CREST COMMERCIAL SERVICES, LLC are California limited liability companies, while SEA CREST FACILITIES SERVICES LLC and SEA CREST SERVICES, INC. are a Wyoming limited liability company and California corporation, respectively. SEA CREST is a full-service janitorial company providing custodial services to commercial and residential properties throughout Southern California. Upon information and belief, SEA CREST maintains a single, centralized Human Resources (HR) department at its corporate headquarters in San Diego or Santa Ana, California, for all non-exempt, hourly paid employees working for SEA CREST in California, including Ms. Roque and other aggrieved employees. At all relevant times, SEA CREST issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Ms. Roque and other aggrieved employees, regardless of their location or position.

Upon information and belief, SEA CREST maintains a centralized Payroll department at its corporate headquarters in San Diego or Santa Ana, California, which processes payroll for all non-exempt, hourly paid employees working for SEA CREST in California, including Ms. Roque and other aggrieved employees. Further, SEA CREST issues the same formatted wage statements in the same manner for all non-exempt, hourly paid employees working in California, including Ms. Roque and other aggrieved employees, irrespective of their location, position, or manner in which each employee’s employment ended. In other words, SEA CREST utilized the same methods and formulas when calculating wages due to Ms. Roque and other aggrieved employees in California.

¹ These facts, theories, and claims are based on Ms. Roque’s experience and counsel’s review of those records currently available relating to Ms. Roque’s employment. Discovery conducted in litigation of wage and hour claims such as these often reveals additional claims that the aggrieved employee was not initially aware of (because the aggrieved employee was not aware of the law’s requirements, the employer misinformed its employee of the law’s requirements, or because the employer effectively hid the violations). Thus, Ms. Roque reserves the right to supplement this letter with additional facts, theories, and claims if she becomes aware of them subsequent to the submission of this letter.

Violation of California Labor Code §§ 510 and 1198 – Unpaid Overtime

California Labor Code sections 510 and 1198 and the applicable Industrial Welfare Commission (“IWC”) Wage Order require employers to pay employees working more than eight (8) hours in a day or more than forty (40) hours in a workweek at the rate of time-and-one-half (1 ½) times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek. The applicable IWC Wage Order further provides that employers are required to pay employees working more than twelve (12) hours in a day overtime compensation at a rate of two (2) times their regular rate of pay. An employee’s regular rate of pay includes all remuneration for employment paid to, or on behalf of, the employee, including nondiscretionary bonuses and incentive pay.

SEA CREST willfully failed to pay all overtime wages owed to Ms. Roque and other aggrieved employees. During the relevant time period, Ms. Roque and other aggrieved employees were not paid overtime premiums for all of the hours they worked in excess of eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40) hours in a week, because all hours that they worked were not recorded.

First, during the relevant time period, SEA CREST had, and continues to have, a company-wide policy and/or practice of discouraging and impeding Ms. Roque and other aggrieved employees from recording hours worked that were outside of their scheduled shifts, in order to limit the amount of overtime employees could accrue. On information and belief, SEA CREST’s policy and/or practice is to simply pay employees, including Ms. Roque and other aggrieved employees, for the hours they are scheduled to work, and not the actual hours worked, by pressuring Ms. Roque and other aggrieved employees to only report the hours they are scheduled to work on their handwritten timesheets. This policy of limiting overtime, coupled with SEA CREST’s practice of understaffing and assignment of heavy workloads and deadlines, led Ms. Roque and other aggrieved employees to work off-the-clock before and after their scheduled shift times in order to complete their assigned tasks.

For example, Ms. Roque was required to report to work 15-20 minutes early to prepare her cart or to begin cleaning the pool area within the apartment complex she was assigned to clean. Ms. Roque was required to clean the pool area before it opened to tenants one hour after her scheduled shift start-time, which was not enough time for one person to complete all of the required tasks, such as cleaning the grills, restrooms, and lounge chairs. As another example, when vacant apartments had scheduled morning viewings for prospective tenants, the night before the viewing, Ms. Roque was required to clock out at the end of her scheduled shift but continue working for at least 30- 40 minutes off-the-clock to ensure the apartments were fully cleaned before leaving. Thus, SEA CREST failed to track this time spent working before and after scheduled shifts, and Ms. Roque and other aggrieved employees received no compensation for this time.

Second, SEA CREST had, and continues to have, a company-wide policy and/or practice of calling employees off-the-clock to discuss work-related matters. For example, Ms. Roque’s supervisor would call Ms. Roque on her personal cellular phone off-the-clock to discuss the status of certain apartments she was assigned to clean. SEA CREST further failed to track this time Ms. Roque and other aggrieved employees spent working off-the-clock, and Ms. Roque and other aggrieved employees received no compensation for this time.

Third, SEA CREST had, and continues to have, a company-wide policy and/or practice of understaffing its locations while assigning heavy workloads and deadlines, which resulted in a failure to provide other aggrieved employees with adequate meal period coverage. SEA CREST also failed to adhere to a schedule of meal periods, which further caused other aggrieved employees to not be relieved of their duties for compliant meal periods. As a result, other aggrieved employees were not afforded timely, uninterrupted thirty (30) minute meal periods during shifts in which they were entitled to receive meal periods.

Fourth, SEA CREST also had a company-wide practice and/or policy of requiring Ms. Roque and other aggrieved employees to carry company-issued radios on their persons at all times, including during unpaid meal periods, so that SEA CREST's management could communicate with them as needed. SEA CREST knew or should have known that Ms. Roque and/or other aggrieved employees were being made to remain on duty and communicate with supervisors on their company-issued radios and/or personal cellular phones, while clocked out for meal periods, in order to meet SEA CREST's expectations, but failed to compensate them for this off-the-clock work.

SEA CREST knew or should have known that, as a result of these company-wide practices and/or policies, Ms. Roque and other aggrieved employees were performing their assigned duties off-the-clock before their shifts and/or during meal periods, and were suffered or permitted to perform work for which they were not paid. Because Ms. Roque and other aggrieved employees worked shifts of eight (8) hours a day or more, or forty (40) hours a week or more, some of this off-the-clock work qualified for overtime premium pay.

Furthermore, SEA CREST did not pay other aggrieved employees the correct overtime rates for the recorded overtime hours that they generated. In addition to an hourly wage, SEA CREST paid other aggrieved employees hazard pay, incentive pay, nondiscretionary bonuses, and/or other forms of remuneration. However, in violation of the California Labor Code, SEA CREST failed to incorporate all remunerations, including hazard pay, incentive pay and/or nondiscretionary bonuses, into the calculation of the regular rate of pay for purposes of calculating the overtime wage rates. Therefore, during times when other aggrieved employees worked overtime and received these other forms of pay, SEA CREST failed to pay all overtime wages by paying a lower overtime rate than required.

SEA CREST's failure to pay Ms. Roque and other aggrieved employees the balance of overtime compensation, as required by California law, violates the provisions of California Labor Code sections 510 and 1198. Ms. Roque and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 – Unpaid Minimum Wages

California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 require employers to pay employees the minimum wage fixed by the IWC. The payment of a lesser wage than the minimum so fixed is unlawful. Compensable work time is defined in IWC Wage Order No. 5-2001 as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so." Cal. Code. Regs. tit. 8, § 11050(2)(K) (defining "Hours Worked").

As stated, due to SEA CREST's company-wide practices of restricting overtime accrual and understaffing while simultaneously assigning heavy workloads and deadlines, SEA CREST systematically failed to pay Ms. Roque and other aggrieved employees for actual hours worked before and after their scheduled shifts, because these hours were not accurately recorded. As set forth above, SEA CREST had a company-wide practice and/or policy of paying Ms. Roque and other aggrieved employees for their scheduled shifts, by pressuring Ms. Roque and other aggrieved employees to only report the hours they are scheduled to work through their handwritten timesheets, which resulted in them performing work off-the-clock prior to and after their scheduled shifts. Additionally, as set forth above, due to SEA CREST's uniform practices of understaffing its locations, assignment of heavy workloads and deadlines, failure to adhere to a schedule of meal periods, and subsequent lack of meal period coverage, other aggrieved employees were impeded from taking all uninterrupted meal periods to which they were entitled and were required to work off-the-clock. Further, as stated, SEA CREST required Ms. Roque and other aggrieved employees to carry company-issued radios and respond to radio calls and/or phone calls at all times, including during meal periods, but did not pay them for the time they remained on-duty to respond to these calls while they were clocked out.

Thus, SEA CREST did not pay minimum wages for all hours worked by Ms. Roque and other aggrieved employees. To the extent that these off-the-clock hours did not qualify for overtime premium payment, SEA CREST did not pay at least minimum wages for those hours worked off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

Accordingly, SEA CREST regularly failed to pay at least minimum wages to Ms. Roque and other aggrieved employees for all of the hours they worked in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Ms. Roque and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 1197.1 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 – Failure to Provide Meal Periods

California Labor Code sections 226.7, 512(a), 516, and 1198 and the applicable IWC Wage Order require employers to provide meal periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. Pursuant to Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order, an employer may not require, cause or permit an employee to work for a period of more than five (5) hours per day without providing the employee with an uninterrupted meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee. Under California law, first meal periods must start after no more than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012). Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order also require employers to provide a second meal period of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an employee one (1) additional hour of pay at the employee's regular rate, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

During the relevant time period, as stated, SEA CREST had, and continues to have, a company-wide policy and/or practice of understaffing its locations while simultaneously assigning heavy workloads

and deadlines, which resulted in a lack of meal period coverage and prevented Ms. Roque and other aggrieved employees from taking all timely, uninterrupted meal periods to which they were entitled. Further, SEA CREST had a company-wide practice of failing to adhere to a schedule of meal periods, which further prevented Ms. Roque and other aggrieved employees from taking all compliant meal periods. As a result of SEA CREST's practices and/or policies, Ms. Roque and other aggrieved employees were forced to work in excess of five (5) hours before taking a meal period and, at times, had their meal periods interrupted, and/or had to forgo their meal periods altogether. For example, approximately four (4) times per week, Ms. Roque was unable to take her meal period until the sixth hour after her scheduled shift.

Moreover, on information and belief, because SEA CREST frowned upon employees accruing meal period penalties, SEA CREST's management pressured Ms. Roque and other aggrieved employees to clock out for meal periods and/or adjusted their time records to reflect compliant meal periods, even when they did not receive a compliant meal period, in order to strictly limit meal penalties that SEA CREST would otherwise owe. For example, at SEA CREST's management's direction, Ms. Roque would log that her meal period was taken within the first five (5) hours of her shift, even though she was only able to take her meal periods until after her sixth hour of work.

Additionally, as stated, SEA CREST had a company-wide policy and/or practice of requiring Ms. Roque and other aggrieved employees carry company-issued radios on their persons so that management could communicate with them at all times, including during meal periods. As a result of SEA CREST's policy and/or practice, Ms. Roque and/or other aggrieved employees were compelled to remain on duty, respond to calls on their company-issued radios and/or personal cellular phones, and/or perform work-related duties during their unpaid meal periods.

Moreover, SEA CREST did not provide other aggrieved employees with second 30-minute meal periods on days that they worked in excess of ten (10) hours in one day. Ms. Roque and other aggrieved employees did not sign valid meal period waivers on days that they were entitled to meal periods and were not relieved of all duties.

At all times mentioned herein, SEA CREST knew or should have known that as a result of its policies, Ms. Roque and/or other aggrieved employees were not actually relieved of all duties to take timely, uninterrupted meal periods. SEA CREST further knew or should have known that it did not pay Ms. Roque and/or other aggrieved employees meal period premiums when meal periods were late, interrupted, shortened, and/or missed.

Furthermore, SEA CREST engaged in a company-wide practice and/or policy of not paying all meal period premiums owed when compliant meal periods are not provided. Because of this practice and/or policy, Ms. Roque and/or other aggrieved employees have not received premium pay for missed, late, and interrupted meal periods. Alternatively, to the extent that SEA CREST did pay other aggrieved employees for missed, late, and interrupted meal periods, SEA CREST did not pay other aggrieved employees at the correct rate of pay for premiums because SEA CREST systematically failed to include all forms of compensation, such as hazard pay, incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

Accordingly, SEA CREST failed to provide all meal periods in violation of California Labor Code sections 226.7, 512(a), 516, and 1198. Ms. Roque and other aggrieved employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 226.7, 516, and 1198 – Failure to Authorize and Permit Rest Periods

California Labor Code sections 226.7, 516, and 1198 and the applicable IWC Wage Order require employers to provide rest periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC. The applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "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" unless the total daily work time is less than three and one-half (3 ½) hours.

To comply with its obligation to authorize and permit rest periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer must "relinquish any control over how employees spend their break time, and relieve their employees of all duties—including the obligation that an employee remain on call. A rest period, in short, must be a period of rest." *Augustus, et al. v. ABM Security Services, Inc.*, 2 Cal. 5th 257, 269-270 (2016).

During the relevant time period, SEA CREST regularly failed to authorize and permit Ms. Roque and other aggrieved employees to take a ten (10) minute rest period per each four (4) hour period worked or major fraction thereof. As with meal periods, SEA CREST's company-wide practices, including understaffing while assigning heavy workloads and deadlines, prevented Ms. Roque and other aggrieved employees from being relieved of all duty to take rest periods. Additionally, SEA CREST failed to schedule rest periods, which, coupled with SEA CREST's failure to provide adequate rest period coverage, further led to Ms. Roque and other aggrieved employees not being authorized and permitted to take compliant rest periods. Moreover, as stated, SEA CREST had, and continues to have, a policy and/or practice of requiring that Ms. Roque and other aggrieved employees carry a company-issued radio to respond to requests from management at all times, including during rest periods.

Additionally, during the relevant time period, SEA CREST maintained and implemented a company-wide on-premises rest period policy, which mandated that Ms. Roque and other aggrieved employees remain on the work premises during their rest periods. Because Ms. Roque and other aggrieved employees were also required to carry and respond to calls to their company-issued radio at all times, they were restricted from leaving the premises during rest periods, and thereby denied the ability to use rest periods freely for their own purposes, such as running personal errands. Thus, SEA CREST effectively maintained control over Ms. Roque and other aggrieved employees during rest periods and/or caused them to perform work during rest periods.

As a result of SEA CREST's practices and policies, Ms. Roque and other aggrieved employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without receiving all uninterrupted 10-minute rest periods to which they were entitled. For example, throughout her employment, Ms. Roque would have to forego many of her rest periods altogether due to the heavy workload and deadlines assigned, such as the requirement that she complete all of her tasks by the end of her scheduled shift.

SEA CREST also has engaged in a company-wide practice and/or policy of not paying rest period premiums owed when compliant rest periods are not authorized or permitted. Because of this practice and/or policy, Ms. Roque and other aggrieved employees have not received premium pay for all missed rest periods. Alternatively, to the extent that SEA CREST did pay other aggrieved employees one (1) additional hour of premium pay for missed rest periods, SEA CREST did not pay other aggrieved employees at the correct rate of pay for premiums because SEA CREST failed to include all forms of compensation, such as hazard pay, incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

Accordingly, SEA CREST failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Ms. Roque and other aggrieved employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 226(a), 1174(d), and 1198 – Non-Compliant Wage Statements and Failure to Maintain Accurate Payroll Records

California Labor Code section 226(a) requires employers to make, keep and provide true, accurate, and complete employment records. SEA CREST has not provided Ms. Roque and other aggrieved employees with properly itemized wage statements. Labor Code section 226(e) provides that if an employer fails to comply with providing an employee with properly itemized wage statements as set forth in 226(a), then the employee is entitled to recover the greater of all actual damages or \$50 for the initial pay period in which a violation occurs and \$100 per employee for each violation in a subsequent pay period, not to exceed \$4,000. Further, Labor Code section 226.3 provides that any employer who violates section 226(a) shall be subject to a civil penalty in the amount of \$250 per employee per violation in an initial citation and \$1,000 per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage statement or fails to keep the required records pursuant to Section 226(a).

During the relevant time period, SEA CREST has knowingly and intentionally provided Ms. Roque and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, SEA CREST issued uniform wage statements to Ms. Roque and other aggrieved employees that fail to correctly list: gross wages earned; total hours worked; net wages earned; and all applicable hourly rates in effect during the pay period, including overtime rates of pay, and the corresponding number of hours worked at each hourly rate. Specifically, SEA CREST violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

Because SEA CREST did not record the time Ms. Roque and other aggrieved employees spent working off-the-clock, SEA CREST did not list the correct amount of gross wages and net wages earned by Ms. Roque and other aggrieved employees, in compliance with section 226(a)(1) and 226(a)(5), respectively. For the same reason, SEA CREST failed to accurately list the total number of the hours worked by Ms. Roque and other aggrieved employees, in violation of section 226(a)(2), and failed to list the applicable hourly rates of pay in effect during the pay period and the corresponding accurate number of hours worked at each hourly rate, in violation of section 226(a)(9).

Furthermore, because SEA CREST did not calculate other aggrieved employees' regular rate of pay correctly for purposes of paying overtime wages, SEA CREST did not list the correct amount of gross wages in compliance with section 226(a)(1) and did not list the correct amount of net wages in

violation of section 226(a)(5). SEA CREST also failed to correctly list all applicable hourly rates in effect during the pay period, namely, correct overtime rates of pay, in violation of section 226(a)(9).

The wage statement deficiencies also include, without limitation, failing to list the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period for which aggrieved employees were paid; failing to list the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number; failing to list the name and address of the legal entity that is the employer; and/or failing to state all hours worked as a result of not recording or stating hours worked off-the-clock.

California Labor Code section 1174(d) provides that “[e]very person employing labor in this state shall . . . [k]eep a record showing the names and addresses of all employees employed and the ages of all minors” and “[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. . . .” Labor Code section 1174.5 provides that employers are subject to a \$500 civil penalty if they fail to maintain accurate and complete records as required by section 1174(d). During the relevant time period, and in violation of Labor Code section 1174(d), SEA CREST willfully failed to maintain accurate payroll records for Ms. Roque and other aggrieved employees showing the daily hours they worked and the wages paid thereto as a result of failing to record the off-the-clock hours that they worked.

California Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC Wage Order, employers are required to keep accurate time records showing when the employee begins and ends each work period and meal period. At all relevant times, SEA CREST engaged in company-wide practices and/or policies of failing to record actual hours worked, and thereby failed to keep accurate records of work period and meal period start and stop times for Ms. Roque and other aggrieved employees, in violation of section 1198. Also, as stated, SEA CREST engaged in a company-wide practice and/or policy of falsifying Ms. Roque’s and other aggrieved employees’ time records by recording that compliant meal periods were taken regardless of if or when meal periods were actually taken, and thereby failed to keep accurate records of meal start and end times for Ms. Roque and other aggrieved employees. Furthermore, in light of SEA CREST’s failure to provide other aggrieved employees with second 30-minute meal periods to which they were entitled, SEA CREST kept no records of meal start and end times for second meal periods.

Because SEA CREST failed to provide the correct net and gross wages earned, applicable rates of pay, and number of total hours worked on wage statements, Ms. Roque and other aggrieved employees have been prevented from verifying, solely from information on the wage statements themselves, that they were paid correctly and in full. Instead, Ms. Roque and other aggrieved employees have had to look to sources outside of the wage statements themselves and reconstruct time records to determine whether in fact they were paid correctly and the extent of underpayment, thereby causing them injury.

Ms. Roque and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f)-(g).

Violation of California Labor Code § 204 – Failure to Timely Pay Wages During Employment

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. Alternatively, California Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period.

During the relevant time period, SEA CREST failed to pay Ms. Roque and other aggrieved employees all wages due to them, including, but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, within any time period specified by California Labor Code section 204.

Ms. Roque and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 210 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 201, 202, and 203 – Failure to Timely Pay Final Wages Upon Termination

California Labor Code sections 201, 202, and 203 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

SEA CREST willfully failed to pay Ms. Roque and other aggrieved employees who are no longer employed by SEA CREST all their earned wages, including, but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, either at the time of discharge, or within seventy-two (72) hours of their leaving SEA CREST's employ.

Ms. Roque and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 256 and/or 2699(a), (f)-(g).

Violation of California Labor Code § 2802 – Unreimbursed Business Expenses

California Labor Code section 2802 requires employers to pay for all necessary expenditures and losses incurred by the employee in the performance of his or her job. The purpose of Labor Code section 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137,

1144 (2014). The applicable wage order, IWC Wage Order No. 5-2001, provides that: “[w]hen tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft.”

First, during the relevant time period, SEA CREST, on a company-wide basis, required that Ms. Roque and other aggrieved employees use their own personal cellular phones and/or cellular data to carry out their job duties, but failed to reimburse them for the costs of their work-related cellular phone expenses. Ms. Roque and other aggrieved employees were required to use their personal cellular phones to complete their work-related tasks, such as discussing work-related matters with supervisors. Ms. Roque would spend time texting or speaking with her managers about matters related to cleaning certain apartments and other work-related tasks, and was further required to take photos of cleaned areas and send them to her managers via text message. Although SEA CREST required Ms. Roque and other aggrieved employees to utilize their personal cellular phones to carry out their work-related responsibilities, SEA CREST failed to fully reimburse them for this cost.

Second, during the relevant time period, SEA CREST, on a company-wide basis, required Ms. Roque and other aggrieved employees to purchase their own cleaning supplies which were necessary to complete their duties. For example, Ms. Roque purchased her own cleaning brushes because her managers refused to provide her with the necessary supplies and incurred about \$60.00 in out-of-pocket costs for four (4) cleaning brushes. However, Ms. Roque was not reimbursed for these expenses.

Third, during the relevant time period, SEA CREST required Ms. Roque and other aggrieved employees to wear uniforms bearing the company logo, including uniform shirts, on a daily basis. However, SEA CREST did not provide their employees with sufficient uniforms to wear for their shifts throughout the week. For example, SEA CREST only provided Ms. Roque and other aggrieved employees with two (2) shirts at the beginning of their employment. Because SEA CREST failed to provide Ms. Roque and other aggrieved employees with an adequate number of uniform items in relation to their scheduled shifts and for the tasks they were required to perform, Ms. Roque and other aggrieved employees were forced to wash their uniforms more frequently than they would otherwise do laundry, and incur expenses in doing so. For example, due the nature of custodial work, Ms. Roque’s and other aggrieved employees’ uniforms would become stained with harsh chemicals and grime, such that they were unable to mix these clothes in with their other laundry. As a result, they had to wash their uniform items separately from any other clothing items and thus incurred additional utility and laundry expenses for the upkeep of their uniforms. Thus, SEA CREST failed to maintain the uniforms they required Ms. Roque and other aggrieved employees to wear during their shifts and forced them to incur the cost of maintaining employee uniforms.

SEA CREST could have provided Ms. Roque and other aggrieved employees with the actual tools for use on the job, such company phones and necessary supplies, as well as an adequate number of uniforms or access to laundering services. Or, SEA CREST could have reimbursed employees for the costs of their cellular phone usage, supply expenses, and laundering expenses or provided a uniform maintenance allowance. Instead, SEA CREST passed these operating costs off onto Ms. Roque and other aggrieved employees. At all relevant times, Ms. Roque did not earn at least two (2) times the minimum wage.

Thus, SEA CREST had, and continues to have, a company-wide policy and/or practice of not reimbursing employees for expenses necessarily incurred in violation of California Labor Code section 2802. Ms. Roque and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g).

California Labor Code § 558(a)

California Labor Code section 558(a) provides “[a]ny employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid. . . . (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid. . . .” Labor Code section 558(c) provides that “[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law.” SEA CREST, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Ms. Roque’s and other aggrieved employees’ rights by violating various sections of the California Labor Code.

Accordingly, Ms. Roque seeks the remedies set forth in Labor Code section 558 for herself, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 2699(a), 2699.3(a) and 2699.3(c), 2699.5, and 558, Ms. Roque, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for herself, all other aggrieved employees, and the State of California against SEA CREST for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2802.

Therefore, on behalf of all aggrieved employees, Ms. Roque seeks all applicable penalties related to these violations of the California Labor Code pursuant to PAGA.

Thank you for your attention to this matter. If you have any questions, please contact me at the phone number or address below:

Anthony Castillo
Capstone Law APC
1875 Century Park East, Suite 1000
Los Angeles, CA 90067
(310) 556-4811

Best Regards,



Anthony Castillo

Copy: SUNSET COMMERCIAL SERVICES LLC (via U.S. Certified Mail); SEA CREST FACILITIES SERVICES LLC (via U.S. Certified Mail); SEA CREST MAINTENANCE SERVICES, LLC (via U.S. Certified Mail); SEA CREST COMMERCIAL SERVICES, LLC (via U.S. Certified Mail); SEA CREST SERVICES, INC. (via U.S. Certified Mail)

CERTIFIED MAIL®



7020 1290 0001 8879 4785

one

AW APC

1000
Park East, Ste 1000
CA 90067

SUNSET COMMERCIAL SERVICES LLC
7370 OPPORTUNITY ROAD SUITE P
SAN DIEGO CA 92111

7020 1290 0001 8879 4785

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only	
For delivery information, visit our website at www.usps.com ®.	
OFFICIAL USE	
Certified Mail Fee \$ 3.60	Postmark Here Rogue v. Sunset Commercial Services LLC
Extra Services & Fees (check box, add fees as appropriate)	
☒ Return Receipt (hardcopy) \$ 2.85	
☐ Return Receipt (electronic) \$	
☐ Certified Mail Restricted Delivery \$	
☐ Adult Signature Required \$	
☐ Adult Signature Restricted Delivery \$	
Postage \$ 7.63	
Total Postage and Fees \$ 8.08	
Sent To	
Street and Apt. No.	SUNSET COMMERCIAL SERVICES LLC
City, State, ZIP+4®	7370 OPPORTUNITY ROAD SUITE P SAN DIEGO CA 92111
PS Form 3800, Apr	

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

SUNSET COMMERCIAL SERVICES LLC
7370 OPPORTUNITY ROAD SUITE P
SAN DIEGO CA 92111



9590 9402 5816 0034 8451 47

2. Article Number (Transfer from service label)

7020 1290 0001 8879 4785

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☐ Adult Signature

☐ Adult Signature Restricted Delivery

☒ Certified Mail®

☐ Certified Mail Restricted Delivery

☐ Collect on Delivery

☐ Collect on Delivery Restricted Delivery

☐ Insured Mail

☐ Insured Mail Restricted Delivery

(over \$500)

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

☐ Return Receipt for Merchandise

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

CERTIFIED MAIL®



7020 1290 0001 8879 4778

one

LAW APC

1000
Park East, Ste 1000
CA 90067

SEA CREST FACILITIES SERVICES LLC
2121 S LYON STREET
SANTA ANA CA 92705

7020 1290 0001 8879 4778

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only	
For delivery information, visit our website at www.usps.com ®.	
OFFICIAL USE	
Certified Mail Fee \$ 3.60	Postmark Here Rogue v. Sea Crest Facilities Services LLC
Extra Services & Fees (check box, add fee as appropriate)	
☒ Return Receipt (hardcopy) \$ 2.85	
☐ Return Receipt (electronic) \$	
☐ Certified Mail Restricted Delivery \$	
☐ Adult Signature Required \$	
☐ Adult Signature Restricted Delivery \$	
Postage \$ 1.63	
Total Postage and \$ 5.08	
Sent To SEA CREST FACILITIES SERVICES LLC	
Street and Apt. No. 2121 S LYON STREET	
City, State, ZIP+4® SANTA ANA CA 92705	
PS Form 3800, A	



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

SEA CREST FACILITIES SERVICES LLC
2121 S LYON STREET
SANTA ANA CA 92705



9590 9402 5816 0034 8451 30

2. Article Number (Transfer from service label)

7020 1290 0001 8879 4778

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☐ Adult Signature

☐ Adult Signature Restricted Delivery

☒ Certified Mail®

☐ Certified Mail Restricted Delivery

☐ Collect on Delivery

☐ Collect on Delivery Restricted Delivery

☐ Insured Mail

☐ Insured Mail Restricted Delivery

over \$500)

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted

Delivery

☐ Return Receipt for

Merchandise

☐ Signature Confirmation™

☐ Signature Confirmation

Restricted Delivery

Domestic Return Receipt

CERTIFIED MAIL®



7020 1290 0001 8879 4761

one
AW APC
Park East, Ste 1000
CA 90067

SEA CREST FACILITIES SERVICES LLC
2321 E 4TH STREET C604
SANTA ANA CA 92705

7020 1290 0001 8879 4761



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

SEA CREST FACILITIES SERVICES LLC
2321 E 4TH STREET C604
SANTA ANA CA 92705



9590 9402 5816 0034 8451 78

2. Article Number (Transfer from service label)

7020 1290 0001 8879 4761

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee

\$ 3.60

Extra Services & Fees (check box, add fee as appropriate)

- ☒ Return Receipt (hardcopy) \$ 2.85
- ☐ Return Receipt (electronic) \$
- ☐ Certified Mail Restricted Delivery \$
- ☐ Adult Signature Required \$
- ☐ Adult Signature Restricted Delivery \$

Postage

\$ 1.63

Total Postage and

\$ 5.08

Sent To

Street and Apt. No.

City, State, ZIP+4®

PS Form 3800, A

Postmark
Here

Rogue V. Sea
Crest Maintenance
Services, LLC

SEA CREST FACILITIES SERVICES LLC
2321 E 4TH STREET C604
SANTA ANA CA 92705

CERTIFIED MAIL®



7020 1290 0001 8879 4747

tone

LAW APC

ury Park East, Ste 1000
es, CA 90067



SEA CREST MAINTENANCE SERVICES, LLC
2247 AVENIDA SALVADOR
SAN CLEMENTE CA 92672

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

SEA CREST MAINTENANCE SERVICES, LLC
2247 AVENIDA SALVADOR
SAN CLEMENTE CA 92672



9590 9402 5816 0034 8451 54

2. Article Number (Transfer from service label)

7020 1290 0001 8879 4747

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

- ☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

- D. Is delivery address different from item 1?** ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over \$500)
- ☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

7020 1290 0001 8879 4747

**U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only**

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee

\$ 3.60

Extra Services & Fees (check box, add fee as appropriate)

- ☒ Return Receipt (hardcopy) \$ 2.85
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postage

\$ 1.63

Total Postage and

\$ 8.08

Sent To

Street and Apt. No.

City, State, ZIP+4

PS Form 3800,

SEA CREST MAINTENANCE SERVICES, LLC
2247 AVENIDA SALVADOR
SAN CLEMENTE CA 92672

Postmark
Here

Rogue v. Sea Crest
Services, Inc.

CERTIFIED MAIL®



7020 1290 0001 8879 4754

one

LAW APC

1000
Park East, Ste 1000
CA 90067

SEA CREST COMMERCIAL SERVICES, LLC
2247 AVENIDA SALVADOR
SAN CLEMENTE CA 92672



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

SEA CREST COMMERCIAL SERVICES, LLC
2247 AVENIDA SALVADOR
SAN CLEMENTE CA 92672



9590 9402 5816 0034 8451 61

2. Article Number (Transfer from service label)

7020 1290 0001 8879 4754

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee

\$ 3.60

Extra Services & Fees (check box, add fee as appropriate)

- ☒ Return Receipt (hardcopy) \$ 2.85
- ☐ Return Receipt (electronic) \$
- ☐ Certified Mail Restricted Delivery \$
- ☐ Adult Signature Required \$
- ☐ Adult Signature Restricted Delivery \$

Postage

\$ 1.63

Total Postage and

\$ 8.08

Sent To

Street and Apt. No.

City, State, ZIP+4®

PS Form 3800, A

Postmark
Here

Roque v. Sea Crest
Commercial Services,
LLC

SEA CREST COMMERCIAL SERVICES, LLC
2247 AVENIDA SALVADOR
SAN CLEMENTE CA 92672

7020 1290 0001 8879 4754

CERTIFIED MAIL®



7020 1810 0000 4166 1733



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

SEA CREST SERVICES, INC.
2247 AVENIDA SALVADOR
SAN CLEMENTE CA 92672



9590 9402 1512 5362 2508 15

2. Article Number (Transfer from service label)

7020 1810 0000 4166 1733

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

SEA CREST SERVICES, INC.
2247 AVENIDA SALVADOR
SAN CLEMENTE CA 92672

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT

Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee

\$ 3.60

Extra Services & Fees (check box, add fee as appropriate)

- ☒ Return Receipt (hardcopy) \$ 2.18
- ☐ Return Receipt (electronic) \$
- ☐ Certified Mail Restricted Delivery \$
- ☐ Adult Signature Required \$
- ☐ Adult Signature Restricted Delivery \$

Postage

\$ 1.63

Total Postage and F

\$ 8.08

Sent To

Street and Apt. No., SEA CREST SERVICES, INC.

City, State, Zip+4® 2247 AVENIDA SALVADOR

PS Form 3800, Apr SAN CLEMENTE CA 92672

Postmark
Here

Roguev. Sea Crest
Services, Inc.

7020 1810 0000 4166 1733

one
AW APC
Park East, Ste 1000
CA 90067

CERTIFIED MAIL®



7020 1810 0000 4166 1726

one

AW APC

1000
Park East, Ste 1000
CA 90067

SEA CREST MAINTENANCE SERVICES, LLC
2321 E. 4TH STREET
SANTA ANA CA 92705

7020 1810 0000 4166 1726

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only	
For delivery information, visit our website at www.usps.com ®.	
OFFICIAL USE	
Certified Mail Fee \$3.40	Postmark Here Rogue v. Sea Crest Maintenance Services, LLC
Extra Services & Fees (check box, add fee as appropriate)	
☒ Return Receipt (hardcopy) \$2.95	
☐ Return Receipt (electronic) \$	
☐ Certified Mail Restricted Delivery \$	
☐ Adult Signature Required \$	
☐ Adult Signature Restricted Delivery \$	
Postage \$1.63	
Total Postage and Sent To \$6.08	
Street and Apt. No. SEA CREST MAINTENANCE SERVICES, LLC 2321 E. 4TH STREET SANTA ANA CA 92705	
City, State, ZIP+4®	
PS Form 3800, A	



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

SEA CREST MAINTENANCE SERVICES, LLC
2321 E. 4TH STREET
SANTA ANA CA 92705



9590 9402 1512 5362 2507 92

2. Article Number (Transfer from service label)

7020 1810 0000 4166 1726

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- | | |
|--|---|
| ☐ Adult Signature | ☐ Priority Mail Express® |
| ☐ Adult Signature Restricted Delivery | ☐ Registered Mail™ |
| ☒ Certified Mail® | ☐ Registered Mail Restricted Delivery |
| ☐ Certified Mail Restricted Delivery | ☐ Return Receipt for Merchandise |
| ☐ Collect on Delivery | ☐ Signature Confirmation™ |
| ☐ Collect on Delivery Restricted Delivery | ☐ Signature Confirmation Restricted Delivery |
| ☐ Insured Mail (over \$500) | |

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

SEA CREST SERVICES, INC.
2321 E. 4TH STREET, # C604
SANTA ANA CA 92705



9590 9402 1512 5362 2508 08

2. Article Number (Transfer from service label)

7020 1810 0000 4166 1740

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1?

If YES, enter delivery address below:

☐ Yes☐ No

3. Service Type

☐ Adult Signature☐ Adult Signature Restricted Delivery☒ Certified Mail®☐ Certified Mail Restricted Delivery☐ Collect on Delivery☐ Collect on Delivery Restricted Delivery☐ Insured Mail☐ Insured Mail Restricted Delivery

(over \$500)

☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted

Delivery

☐ Return Receipt for

Merchandise

☐ Signature Confirmation™☐ Signature Confirmation

Restricted Delivery

Domestic Return Receipt



7020 1810 0000 4166 1740

SEA CREST SERVICES, INC.
2321 E. 4TH STREET, # C604
SANTA ANA CA 92705

U.S. Postal Service™

CERTIFIED MAIL® RECEIPT

Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee

\$

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy) \$☐ Return Receipt (electronic) \$☐ Certified Mail Restricted Delivery \$☐ Adult Signature Required \$☐ Adult Signature Restricted Delivery \$

Postage

\$

Total Postage a

\$

Sent To

Street and Apt. SEA CREST SERVICES, INC.

City, State, ZIP+4 2321 E. 4TH STREET, # C604

SANTA ANA CA 92705

PS Form 3800

Postmark
Here

7020 1810 0000 4166 1740

ine
AW APC
Park East, Ste 1000
CA 90067



\$008.08

02 1P
000099553

MAILED FROM ZIP CODE 90067

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

SEA CREST FACILITIES SERVICES LLC
2321 E 4TH STREET C604
SANTA ANA CA 92705



9590 9402 5816 0034 8451 78

2. Article Number (Transfer from service label)

7020 1290 0001 8879 4761

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

SEA CREST SERVICES, INC.
2321 E. 4TH STREET, # C604
SANTA ANA CA 92705



9590 9402 1512 5362 2508 08

2. Article Number (Transfer from service label)

7020 1810 0000 4166 1740

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

SEA CREST MAINTENANCE SERVICES, LLC
2321 E. 4TH STREET
SANTA ANA CA 92705



9590 9402 1512 5362 2507 92

2. Article Number (Transfer from service label)

7020 1810 0000 4166 1726

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

SEA CREST COMMERCIAL SERVICES, LLC
2247 AVENIDA SALVADOR
SAN CLEMENTE CA 92672



9590 9402 5816 0034 8451 61

2. Article Number (Transfer from service label)

7020 1290 0001 8879 4754

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X J. CHONG

- ☐ Agent
☐ Addressee

B. Received by (Printed Name)

PTAS CIA

C. Date of Delivery

7/3/21

D. Is delivery address different from item 1?

If YES, enter delivery address below:

- ☐ Yes
☐ No

3. Service Type

- ☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over \$500)

- ☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

SEA CREST MAINTENANCE SERVICES, LLC
2247 AVENIDA SALVADOR
SAN CLEMENTE CA 92672



9590 9402 5816 0034 8451 54

2. Article Number (Transfer from service label)

7020 1290 0001 8879 4747

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X J. CHONG

- ☐ Agent
☐ Addressee

B. Received by (Printed Name)

PTAS CIA

C. Date of Delivery

7/3/21

D. Is delivery address different from item 1?

If YES, enter delivery address below:

- ☐ Yes
☐ No

3. Service Type

- ☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over \$500)

- ☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

SEA CREST SERVICES, INC.
2247 AVENIDA SALVADOR
SAN CLEMENTE CA 92672



9590 9402 1512 5362 2508 15

2. Article Number (Transfer from service label)

7020 1810 0000 4166 1733

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X J. CHONG

- ☐ Agent
☐ Addressee

B. Received by (Printed Name)

PTAS CIA

C. Date of Delivery

7/3/21

D. Is delivery address different from item 1?

If YES, enter delivery address below:

- ☐ Yes
☐ No

3. Service Type

- ☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over \$500)

- ☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

SUNSET COMMERCIAL SERVICES LLC
7370 OPPORTUNITY ROAD SUITE P
SAN DIEGO CA 92111



9590 9402 5816 0034 8451 47

2. Article Number (Transfer from service label)

7020 1290 0001 8879 4785

COMPLETE THIS SECTION ON DELIVERY**A. Signature**

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

Emmanuel Gr.

C. Date of Delivery

7-20-21

- D. Is delivery address different from item 1?** ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®

- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery

- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery

- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

PROOF OF SERVICE

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 1875 Century Park East, Suite 1000, Los Angeles, California 90067.

On **September 8, 2021**, I served the document(s) described as: **FIRST AMENDED CLASS ACTION COMPLAINT & ENFORCEMENT ACTION UNDER THE PRIVATE ATTORNEYS GENERAL ACT, CALIFORNIA LABOR CODE §§ 2698, ET SEQ.** on the interested parties in this action by sending ☐ the original ☒ a true copy thereof ☒ to interested parties as follows [or] ☐ as stated on the attached service list:

Raul Gonzalez - Agent
4380 Viewridge Avenue C
San Diego CA 92123

Registered Agent for Defendant
Sea Crest Services, Inc.;
Sea Crest Commercial Services, LLC;
Sea Crest Maintenance Services, LLC;

CoverLaw PC - Agent
901 Calle Amanecer Ste 160
San Clemente CA 92673

Registered Agent for Defendant
Sea Crest Facilities Services LLC

Kirk Bolduc - Agent
8351 Ridge Court
San Diego CA 92108

Registered Agent for Defendant
Sunset Commercial Services, LLC

☐ **BY MAIL (ENCLOSED IN A SEALED ENVELOPE):** I deposited the envelope(s) for mailing in the ordinary course of business at Los Angeles, California. I am "readily familiar" with this firm's practice of collection and processing correspondence for mailing. Under that practice, sealed envelopes are deposited with the U.S. Postal Service that same day in the ordinary course of business with postage thereon fully prepaid at Los Angeles, California.

☐ **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address or e-mail of record in this action.

☐ **BY FAX:** I hereby certify that this document was served from Los Angeles, California, by facsimile delivery on the parties listed herein at their most recent fax number of record in this action.

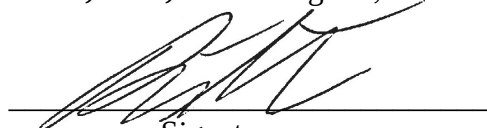
☒ **BY PERSONAL SERVICE:** I caused delivery of the document(s), enclosed in a sealed envelope, by hand via ProLegal Network to the offices of the addressee(s) named herein.

☐ **BY OVERNIGHT DELIVERY:** I am "readily familiar" with this firm's practice of collection and processing correspondence for overnight delivery. Under that practice, overnight packages are enclosed in a sealed envelope with a packing slip attached thereto fully prepaid. The packages are picked up by the carrier at our offices or delivered by our office to a designated collection site.

1 I declare under penalty of perjury under the laws of the State of California that the
2 foregoing is true and correct. Executed on **September 8, 2021**, at Los Angeles, California.

3 Riley McIntire

4 Type or Print Name


Signature