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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

YRENE DIAZ, individually, and on behalf
of other members of the public similarly
situated, and on behalf of other aggrieved
employees pursuant to the California Private
Attorneys General Act; and YOLANDA
CASTRO, individually, and on behalf of
other members of the public similarly
situated;

Plaintiffs,

vs.

MACADI CLEANING CORPORATION, a
California corporation; and DOES 1 through
25, inclusive.

Defendants.

Case No. 21STCV33823

**SECOND AMENDED CLASS ACTION
COMPLAINT FOR DAMAGES AND
ENFORCEMENT ACTION UNDER THE
PRIVATE ATTORNEYS GENERAL ACT,
CALIFORNIA LABOR CODE §§ 2698, ET SEQ.**

1. Unpaid Minimum Wages (Violation of California Labor Code §§ 1194, 1197, and 1197.1);
2. Unpaid Overtime Wages (Violation of California Labor Code §§ 510 and 1198);
3. Unpaid Meal Period Premiums (Violation of California Labor Code §§ 226.7 and 512(a))
4. Unpaid Rest Period Premiums (Violation of California Labor Code § 226.7);
5. Failure to Pay Wages Upon Termination (Violation of California Labor Code §§ 201, 202, 203);
6. Failure to Issue Accurate Wage Statements (Violation of California Labor Code § 226(a));
7. Unreimbursed Business Expenses (Violation of California Labor Code §§ 2800, 2802);
8. Unfair Competition (Violation of California Business and Professions Code §§ 17200, et seq); and
9. Violation of California Labor Code §§ 2698, et seq. (California Labor Code Private Attorneys General Act of 2004)

DEMAND FOR JURY TRIAL

1 Plaintiffs YRENE DIAZ (“Plaintiff Diaz”) and YOLANDA CASTRO (“Plaintiff Castro”)
2 (together, “Plaintiffs”), individually and on behalf of other members of the general public similarly
3 situated, and on behalf of other aggrieved employees pursuant to the California Private Attorneys
4 General Act (“PAGA”), allege as follows:

5 **JURISDICTION AND VENUE**

6 1. This class action is brought pursuant to California Code of Civil Procedure section 382.
7 The monetary damages and restitution sought by Plaintiffs exceed the minimal jurisdiction limits of
8 the Superior Court and will be established according to proof at trial.

9 2. This Court has jurisdiction over this action pursuant to the California Constitution,
10 Article VI, section 10. The statutes under which this action is brought do not specify any other basis
11 for jurisdiction.

12 3. This Court has jurisdiction over all Defendants because, upon information and belief,
13 Defendants are citizens of California, have sufficient minimum contacts in California, or otherwise
14 intentionally avail themselves of the California market so as to render the exercise of jurisdiction over
15 them by California courts consistent with traditional notions of fair play and substantial justice.
16 Further, no federal question is at issue because the claims asserted herein are based solely on California
17 law.

18 4. Venue is proper in this Court because a majority of the acts, events, and violations
19 occurred in this County. Plaintiffs and many of the class members and aggrieved employees worked
20 for Defendants in the County of Los Angeles. Upon information and belief, Defendants maintain
21 offices, have agents, employ individuals, and/or transact business in the State of California, County of
22 Los Angeles.

23 **THE PARTIES**

24 5. Plaintiffs are individuals who reside in Los Angeles County, California.

25 6. At all times herein mentioned, Defendant MACADI CLEANING CORPORATION, a
26 California corporation, was and is, upon information and belief, an employer whose employees are
27 engaged in the State of California, including the County of Los Angeles.

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1 7. Plaintiffs are unaware of the true names or capacities of the Defendants sued herein
2 under the fictitious names DOES 1 through 25 but will seek leave of this Court to amend the complaint
3 and serve such fictitiously named Defendants once their names and capacities become known.

4 8. Plaintiffs are informed and believe, and based thereon allege, that each and all of the
5 acts and omissions alleged herein were performed by, or are attributable to MACADI CLEANING
6 CORPORATION; and/or DOES 1 through 25 (collectively, "Defendants"), each acting as the agent,
7 employee, alter ego, and/or joint venturer of, or working in concert with, each of the other co-
8 Defendants and within the course and scope of such agency, employment, joint venture, or concerted
9 activity with legal authority to act on the others' behalf. The acts of any and all Defendants represent
10 and were in accordance with Defendants' official policy.

11 9. At all relevant times, Defendants were the employers of Plaintiffs within the meaning
12 of all applicable state laws and statutes. Defendants directly or indirectly controlled or affected the
13 working conditions, wages, working hours, and conditions of employment of Plaintiffs so as to make
14 each of said Defendants employers and employers liable under the statutory provisions set forth herein.

15 10. Defendants had the authority to hire and terminate Plaintiffs and the class members
16 and aggrieved employees, to set work rules and conditions governing Plaintiffs and the class
17 members and aggrieved employees' employment, and to supervise their daily employment activities.

18 11. Defendants exercised sufficient authority over the terms and conditions of Plaintiffs'
19 and the class members and aggrieved employees' employment for them to be joint employers of
20 Plaintiffs and the class members and aggrieved employees.

21 12. Defendants directly hired and paid wages and benefits to Plaintiffs and the class
22 members and aggrieved employees.

23 13. Defendants continue to employ hourly paid and/or non-exempt employees within the
24 State of California.

25 14. At all relevant times, Defendants, and each of them, ratified each and every act or
26 omission complained of herein. At all relevant times, Defendants, and each of them, aided and abetted
27 the acts and omissions of each and all the other Defendants in proximately causing the damages herein
28 alleged.

1 15. Plaintiffs are informed and believe, and based thereon allege, that each of said
2 Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts,
3 omissions, occurrences, and transactions alleged herein.

4 **CLASS ACTION ALLEGATIONS**

5 16. Plaintiffs bring this lawsuit as a class action on behalf of themselves and all others
6 similarly situated, as members of a proposed class pursuant to California Code of Civil Procedure
7 section 382. The class satisfies the numerosity, commonality, typicality, adequacy, predominance,
8 and superiority requirements under California Code of Civil Procedure section 382.

9 17. The proposed Class is defined as follows:

10 All current and former non-exempt and/or hourly-paid employees who worked for
11 Defendants in the State of California at any time during the period from September 14,
12 2017 until final judgment and who are residents of the State of California.

13 18. Plaintiffs reserve the right to establish additional subclasses as appropriate.

14 19. There is a well-defined community of interest in the litigation and the Class is easily
15 ascertainable.

16 20. The Class is so numerous that the individual joinder of all its members is impracticable.
17 While the exact number and identities of class members are unknown to Plaintiffs at this time, the
18 exact numbers of class members and their identities can be ascertained through appropriate discovery
19 from records maintained by Defendants and their agents. Plaintiffs are informed and believe, and
20 based thereon allege, that Defendants have employed more than 50 individuals who fall within the
21 definition of the proposed class.

22 21. Common questions of fact and law exist as to all class members, which predominate
23 over any questions affecting only individual members of the Class. The common legal and factual
24 questions which do not vary from class member to class member and which may be determined
25 without reference to the individual circumstances of any class member include, but are not limited to,
26 the following:

- 27 i. Whether Defendants had a policy and practice of failing to pay minimum wages to
28 Plaintiffs and the class members for all hours worked;

- ii. Whether Defendants had a policy and practice of failing to pay overtime wages to Plaintiffs and the class members for all overtime hours worked;
- iii. Whether Defendants had a policy and practice of failing to pay Plaintiffs and the class members for all hours worked;
- iv. Whether Defendants had a policy and practice of failing to pay Plaintiffs and the class members for all missed, short, late, and/or interrupted meal periods and rest periods in violation of California law;
- v. Whether Defendants' failure to pay Plaintiffs and the class members their wages, without abatement or reduction, in accordance with the California Labor Code, was willful;
- vi. Whether Defendants had a policy and practice of failing to timely pay all wages due to Plaintiffs and the class members during their employment;
- vii. Whether Defendants had a policy and practice of failing to timely pay all wages due to Plaintiffs and the class members upon termination;
- viii. Whether Defendants had a policy and practice of failing to issue complete and accurate itemized wage statements to Plaintiffs and the class members;
- ix. Whether Defendants had a policy and practice of failing to keep complete and accurate payroll records;
- x. Whether Defendants had a policy and practice of failing to reimburse Plaintiffs and the class members for necessary business-related expenses and costs;
- xi. Whether Defendants' conduct was willful or reckless;
- xii. Whether Defendants engaged in unfair business practices in violation of California Business & Professions Code section 17200, et seq.;
- xiii. Whether Plaintiffs and the class members are entitled to compensatory damages pursuant to the California Labor Code; and
- xiv. The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendants' violation of California law.

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1 22. Plaintiffs' claims are typical of the claims of the Class, and Plaintiffs' interests are
2 coincident with and not antagonistic to those of the other class members they seek to represent. The
3 injuries sustained by Plaintiffs are typical of the injuries sustained by the class members because they
4 arise out of and were caused by Defendants' common course of conduct as alleged herein.

5 23. Plaintiffs will fairly and adequately protect the interests of the members of the Class.
6 Plaintiffs have retained attorneys experienced in the prosecution of class actions and Plaintiffs intend
7 to prosecute this action vigorously.

8 24. A class action is superior to other available methods for the fair and efficient
9 adjudication of this controversy. Individual litigation of each of the class members' claims would be
10 impracticable and would unduly burden the court system. Individualized litigation would also present
11 the potential for varying, inconsistent, or contradictory judgments and would magnify the delay and
12 expense to all parties and to the court system resulting from multiple trials of the same factual issues.
13 Moreover, the class members would likely be unable to afford the individual litigation of their claims.
14 By contrast, the conduct of this action as a class action, with respect to some or all of the issues
15 presented in this Complaint, presents fewer management difficulties, conserves the resources of the
16 parties and of the court system, and protects the rights of each class member.

17 25. Certification of this lawsuit as a class action will advance public policy objectives.
18 Employers in this state violate employment and labor laws every day. Current employees are often
19 afraid to assert their rights out of fear of retaliation. Former employees are likewise reticent to bring
20 lawsuits against their former employers for fear of the impact such litigation may have on their
21 employment prospects with their current or future employers. However, class actions provide the class
22 members who are not named in the complaint anonymity that allows for the vindication of their rights.

23 **PAGA ALLEGATIONS**

24 26. At all times set forth herein, PAGA was applicable to Plaintiff Diaz's employment with
25 Defendants.

26 27. At all times set forth herein, PAGA provides that any provision of law under the
27 California Labor Code that provides for a civil penalty, including unpaid wages and premium wages,
28 to be assessed and collected by the California Labor & Workforce Development Agency ("LWDA")

1 for violations of the California Labor Code may, as an alternative, be recovered through a civil action
2 brought by an aggrieved employee on behalf of herself and other current or former employees pursuant
3 to procedures outlined in California Labor Code section 2699.3.

4 28. Pursuant to PAGA, a civil action may be brought by an “aggrieved employee,” who is
5 any person that was employed by the alleged violator and against whom one or more of the alleged
6 violations was committed.

7 29. Plaintiff Diaz was employed by Defendants and the alleged violations were committed
8 against her during her time of employment and she is, therefore, an aggrieved employee. Plaintiff
9 Diaz and the other employees are “aggrieved employees” as defined by California Labor Code section
10 2699(c) in that they are current or former employees of Defendants and one or more of the alleged
11 violations were committed against them.

12 30. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved employee,
13 including Plaintiff Diaz, may pursue a civil action arising under PAGA after the following
14 requirements have been met:

15 (a) The aggrieved employee shall give written notice by certified mail (hereinafter
16 “Employee’s Notice”) to the LWDA and the employer of the specific provisions
17 of the California Labor Code alleged to have been violated, including the facts and
18 theories to support the alleged violations.

19 (b) The LWDA shall provide notice (hereinafter “LWDA Notice”) to the employer
20 and the aggrieved employee by certified mail that it does not intend to investigate
21 the alleged violation within sixty (60) calendar days of the postmark date of the
22 Employee’s Notice. Upon receipt of the LWDA Notice, or if the LWDA Notice
23 is not provided within sixty-five (65) calendar days of the postmark date of the
24 Employee’s Notice, the aggrieved employee may commence a civil action
25 pursuant to California Labor Code section 2699 to recover civil penalties in
26 addition to any other penalties to which the employee may be entitled.

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1 31. On August 4, 2021, Jose Pascual Salgado provided notice by electronic submission to
2 the LWDA and by certified mail to Defendants regarding the specific provisions of the California
3 Labor Code alleged to have been violated, including the facts and theories to support the alleged
4 violations, pursuant to California Labor Code section 2699.3. Jose Pascual Salgado did not receive
5 an LWDA Notice within sixty-five (65) days of the date of submission of the Employee's Notice.

6 32. On July 17, 2023, Jose Pascual Salgado provided an amended notice by electronic
7 submission to the LWDA and by certified mail to Defendants.

8 33. Therefore, the administrative prerequisites under California Labor Code section
9 2699.3(a) to recover civil penalties against Defendants, in addition to other remedies for violations of
10 California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197,
11 1197.1, 1198, 2800, and 2802 have been satisfied.

12 **GENERAL ALLEGATIONS**

13 34. From approximately 2017 to November 2022, Defendants, jointly and severally,
14 employed Plaintiff Diaz as a Cleaner in the County of Los Angeles. Her job duties included, but were
15 not limited to, sweeping, mopping, cleaning and sanitizing surfaces and emptying trash.

16 35. Defendants, jointly and severally, employed Plaintiff Castro as a non-exempt employee
17 until approximately 2020.

18 36. Defendants hired Plaintiffs and the class members and aggrieved employees but failed
19 to properly pay them all overtime wages and minimum wages due, failed to provide them with all
20 meal periods and rest periods to which they were entitled, failed to timely pay them all wages during
21 their employment, failed to timely pay them all wages due upon termination of their employment,
22 failed to provide them with accurate itemized wage statements, failed to maintain accurate payroll
23 records, failed to reimburse them for necessary business expenses, and failed to provide and adhere to
24 other related protections afforded by the California Labor Code and applicable Industrial Welfare
25 Commission ("IWC") Wage Orders.

26 37. Plaintiffs and the class members and aggrieved employees worked more than eight
27 (8) hours in a day and/or more than forty (40) hours in a week during their employment with
28 Defendants.

1 38. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or
2 should have known that, pursuant to California Labor Code sections 1194, 1197, 1197.1, Plaintiffs
3 and the class members and aggrieved employees were entitled to receive at least minimum wages for
4 hours worked and that Plaintiffs and the class members and aggrieved employees were not receiving
5 minimum wages for all hours worked.

6 39. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or
7 should have known that, pursuant to California Labor Code sections 510 and 1198, and the applicable
8 IWC Wage Order, Plaintiffs and the class members and aggrieved employees were entitled to receive
9 certain wages for overtime compensation and that Plaintiffs and the class members and aggrieved
10 employees were not receiving certain wages for overtime compensation.

11 40. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or
12 should have known that, pursuant to California Labor Code sections 226.7, 512, and the applicable
13 IWC Wage Order, Plaintiffs and the class members and aggrieved employees were entitled to receive
14 all meal periods or payment of one (1) additional hour of pay at their regular rate of compensation
15 when they were not provided with an uninterrupted meal period of no less than thirty (30) minutes for
16 a work period of more than five hours per day, and that Plaintiffs and the class members and aggrieved
17 employees did not receive all meal periods or payment of one (1) additional hour of pay at their regular
18 rate of compensation when a meal period was missed, shortened, taken late, and/or interrupted.

19 41. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or
20 should have known that, pursuant to California Labor Code sections 226.7, 512, and the applicable
21 IWC Wage Order, Plaintiffs and the class members and aggrieved employees were entitled to receive
22 all meal periods or payment of one (1) additional hour of pay at their regular rate of compensation
23 when they were not provided with an uninterrupted second meal period of no less than thirty (30)
24 minutes for a work period of more than ten (10) hours per day, and that Plaintiffs and the class
25 members and aggrieved employees did not receive all second meal periods or payment of one (1)
26 additional hour of pay at their regular rate of compensation when a second meal period was missed,
27 shortened, taken late, and/or interrupted.

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1 42. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or
2 should have known that, pursuant to California Labor Code section 226.7 and the applicable IWC
3 Wage Order, Plaintiffs and the class members and aggrieved employees were entitled to receive all
4 rest periods or payment of one (1) additional hour of pay at their regular rate of compensation when
5 they were not provided with an uninterrupted rest period of no less than ten (10) minutes for every
6 four hours, or major fraction thereof, worked, and that Plaintiffs and the class members and aggrieved
7 employees did not receive all rest periods or payment of one (1) additional hour of pay at their regular
8 rate of compensation when a rest period was missed, shortened, taken late, and/or interrupted.

9 43. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or
10 should have known that Plaintiffs and the class members and aggrieved employees were entitled to
11 timely payment of wages during their employment. In violation of California Labor Code section 204,
12 Plaintiffs and the class members and aggrieved employees did not receive payment of all wages,
13 including, but not limited to, overtime wages, minimum wages, meal period premium wages, and rest
14 period premium wages within permissible time periods.

15 44. Plaintiffs are informed and believe, and based thereon allege, that, pursuant to
16 California Labor Code sections 201 and 202, Defendants knew or should have known that Plaintiffs
17 and the class members and aggrieved employees were entitled to receive all wages upon termination
18 of employment, including, without limitation, overtime wages, minimum wages, meal period premium
19 wages, and rest period premium wages, and that Plaintiffs and the class members and aggrieved
20 employees did not receive payment of all wages upon termination of employment.

21 45. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew
22 or should have known that, pursuant to California Labor Code section 226, Plaintiffs and the class
23 members and aggrieved employees were entitled to receive complete and accurate wage statements
24 in accordance with California law, but, in fact, Plaintiffs and the class members and aggrieved
25 employees were not provided with complete and accurate wage statements from Defendants.

26 46. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew
27 or should have known that, pursuant to California Labor Code section 1174, Defendants were
28 required to keep complete and accurate payroll records for Plaintiffs and the class members and

aggrieved employees in accordance with California law, but, in fact, did not keep complete and accurate payroll records.

47. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that, pursuant to California Labor Code sections 2800 and 2802, Plaintiffs and the class members and aggrieved employees were entitled to reimbursement for necessary business-related expenses, but, in fact, did not reimburse Plaintiffs and the class members and aggrieved employees for necessary business-related expenses.

48. California Labor Code section 218 states that nothing in Article 1 of the California Labor Code shall limit the right of any wage claimant to “sue directly . . . for any wages or penalty due to him [or her] under this article.”

FIRST CAUSE OF ACTION

Violation of California Labor Code §§ 1194, 1197, and 1197.1

(Against MACADI CLEANING CORPORATION and DOES 1-25)

49. Plaintiffs incorporate herein by specific reference, as though fully set forth, the allegations in all preceding paragraphs.

50. At all relevant times, California Labor Code sections 1194, 1197, and 1197.1 have provided the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful.

51. During the relevant time period, Defendants failed to pay the minimum wage to Plaintiffs and the class members as required pursuant to California Labor Code sections 1194, 1197, and 1197.1. Defendants’ failure to pay minimum wages included, inter alia, Defendants’ failure to pay any wages for time spent working “off-the-clock” performing duties prior to the start of their scheduled shift and after the end of their scheduled shift. Plaintiffs and the class members were not permitted to record all of the time they actually worked. Instead, Defendants recorded Plaintiffs and the class members’ scheduled shifts. As a result, all time that Plaintiffs and the class members actually worked was not recorded, and Defendants failed to pay Plaintiffs and the class members for all hours worked.

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52. Defendants' failure to pay Plaintiffs and the class members the minimum wage as required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to those sections Plaintiffs and the class members are entitled to recover the unpaid balance of their minimum wage compensation as well as interest, costs, and attorneys' fees.

53. Pursuant to California Labor Code section 1194.2, Plaintiffs and the class members are entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

SECOND CAUSE OF ACTION

Violation of California Labor Code §§ 510 and 1198

(Against MACADI CLEANING CORPORATION and DOES 1-25)

54. Plaintiffs incorporate herein by specific reference, as though fully set forth, the allegations in all preceding paragraphs.

55. At all relevant times, California Labor Code section 1198 and the applicable IWC Wage Order have provided 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.

56. Specifically, the applicable IWC Wage Order provides that Defendants were required to pay Plaintiffs and the class members at the rate of time-and-one-half for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek.

57. The applicable IWC Wage Order further provides that Defendants were required to pay Plaintiffs and the class members at the rate of two times the regular rate of pay for all hours worked in excess of twelve (12) hours in a day.

58. California Labor Code section 510 codifies the right to overtime compensation at one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day of work, and to overtime compensation at twice the regular hourly rate for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day of work.

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59. During the relevant time period, Plaintiffs and the class members worked in excess of eight (8) hours in a day and/or in excess of forty (40) hours in a week performing work duties “off-the-clock” prior to the start of their scheduled shift and after the end of their scheduled shift as described above due to Defendants’ recordation of their scheduled shifts as opposed to the hours that Plaintiffs and the class members actually worked.

60. During the relevant time period, Defendants intentionally and willfully failed to pay overtime wages owed to Plaintiffs and the class members.

61. Defendants' failure to pay Plaintiffs overtime wages violates California Labor Code sections 510 and 1198 and is therefore unlawful.

62. Pursuant to California Labor Code section 1194, Plaintiffs and the class members are entitled to recover their unpaid overtime compensation, as well as interest, costs, and attorneys' fees.

THIRD CAUSE OF ACTION

Violation of California Labor Code §§ 226.7 and 512(a)

(Against MACADI CLEANING CORPORATION and DOES 1-25)

63. Plaintiffs incorporate herein by specific reference, as though fully set forth, the allegations in all preceding paragraphs.

64. At all relevant times set forth herein, the applicable IWC Wage Order and California Labor Code section 226.7 and 512(a) were applicable to Plaintiffs' and the other class members' employment by Defendants.

65. At all relevant times, California Labor Code section 226.7 has provided that no employer shall require an employee to work during any meal or rest period mandated by an applicable order of the California IWC.

66. At all relevant times, the applicable IWC Wage Order and California Labor Code section 512(a) have provided that an employer may not require, cause, or permit an employee to work for a work period of more than five (5) hours per day without providing the employee with a meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is no more than six (6) hours, the meal period may be waived by mutual consent of both the employer and employee.

1 67. At all relevant times, the applicable IWC Wage Order and California Labor Code
2 section 512(a) have further provided that an employer may not require, cause, or permit an employee
3 to work for a work period of more than ten (10) hours per day without providing the employee with a
4 second uninterrupted meal period of not less than thirty (30) minutes, except that if the total hours
5 worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent
6 of the employer and the employee only if the first meal period was not waived.

7 68. During the relevant time period, Plaintiffs and the class members, who were
8 scheduled to work for a period of time no longer than six (6) hours, and who did not waive their
9 legally-mandated meal periods by mutual consent, were required to work for periods longer than
10 five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes.

11 69. During the relevant time period, Plaintiffs and the class members, who were scheduled
12 to work for a period of time in excess of six (6) hours, were required to work for periods longer than
13 five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes.

14 70. During the relevant time period, Plaintiffs and the class members, who were scheduled
15 to work for a period of time in excess of ten (10) hours but no longer than twelve (12) hours, and who
16 did not waive their legally-mandated meal periods by mutual consent, were required to work in excess
17 of ten (10) hours without receiving a second uninterrupted meal period of not less than thirty (30)
18 minutes.

19 71. During the relevant time period, Plaintiffs and the class members, who were scheduled
20 to work for a period of time in excess of twelve (12) hours, were required to work for periods longer
21 than ten (10) hours without a second uninterrupted meal period of not less than thirty (30) minutes.

22 72. During the relevant time period, Defendants intentionally and willfully required
23 Plaintiffs and the class members to work during meal periods.

24 73. During the relevant time period, Defendants failed to pay Plaintiffs and the class
25 members the full meal period premium due pursuant to California Labor Code section 226.7.

26 74. Defendants' conduct violates the applicable IWC Wage Order and California Labor
27 Code sections 226.7 and 512(a).

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75. Pursuant to applicable IWC Wage Order and California Labor Code section 226.7(b), Plaintiffs and the class members are entitled to recover from Defendants one additional hour of pay at their regular rate of compensation for each work day that a meal period was not provided.

FOURTH CAUSE OF ACTION

Violation of California Labor Code § 226.7

(Against MACADI CLEANING CORPORATION and DOES 1-25)

76. Plaintiffs incorporate herein by specific reference, as though fully set forth, the allegations in all preceding paragraphs.

77. At all relevant times set forth herein, the applicable IWC Wage Order and California Labor Code section 226.7 were applicable to Plaintiffs and the class members' employment by Defendants.

78. At all relevant times set forth herein, California Labor Code section 226.7 has provided that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC.

79. At all relevant times set forth herein, 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 (3½) hours.

80. During the relevant time period, Defendants required Plaintiffs and the class members to work four (4) or more hours without authorizing or permitting a ten (10) minute rest period per each four (4) hour period worked.

81. During the relevant time period, Defendants willfully required Plaintiffs and the class members to work during rest periods.

82. During the relevant time period, Defendants failed to pay Plaintiffs and the class members the full rest period premium due pursuant to California Labor Code section 226.7.

83. Defendants' conduct violates applicable IWC Wage Orders and California Labor Code section 226.7.

84. Pursuant to the applicable IWC Wage Orders and California Labor Code section 226.7(c), Plaintiffs and the class members are entitled to recover from Defendants one additional hour of pay at their regular rate of compensation for each work day that a rest period was not provided.

FIFTH CAUSE OF ACTION

Violation of California Labor Codes §§ 201, 202, and 203

(Against MACADI CLEANING CORPORATION and DOES 1-25)

85. Plaintiffs incorporate herein by specific reference, as though fully set forth, the allegations in all preceding paragraphs.

86. Pursuant to California Labor Code sections 201, 202, and 203, Defendants are required to pay all earned and unpaid wages to an employee who is discharged. California Labor Code section 201 mandates that if an employer discharges an employee, the employee's wages accrued and unpaid at the time of discharge are due and payable immediately. California Labor Code section 202 mandates that if an employee quits, 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 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.

87. California Labor Code section 203 provides that if an employer willfully fails to pay, in accordance with California Labor Code sections 201 and 202, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced; but the wages shall not continue for more than thirty (30) days.

88. At the time that Plaintiffs and the class members' employment with Defendants ended, Defendants knowingly and willfully failed to pay Plaintiffs and the class members all wages owed to them pursuant to California Labor Code sections 201 and 202, including, without limitation, overtime wages, minimum wages, meal period premium wages, and rest period premium wages.

89. As a result, Plaintiffs and the class members are entitled to all available statutory penalties, including the waiting time penalties provided in California Labor Code section 203, together with interest thereon, as well as other available remedies.

1 **SIXTH CAUSE OF ACTION**

2 **Violation of California Labor Code § 226(a)**

3 **(Against MACADI CLEANING CORPORATION and DOES 1-25)**

4 90. Plaintiffs incorporate herein by specific reference, as though fully set forth, the
5 allegations in all preceding paragraphs.

6 91. At all relevant times set forth herein, California Labor Code section 226(a) has
7 provided that every employer shall furnish each of its employees an accurate itemized statement in
8 writing showing (1) gross wages earned, (2) total hours worked by the employee, (3) the number of
9 piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4)
10 all deductions, provided that all deductions made on written orders of the employee may be aggregated
11 and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the
12 employee is paid, (7) the name of the employee and his or her social security number, (8) the name
13 and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during
14 the pay period and the corresponding number of hours worked at each hourly rate by the employee.
15 The deductions made from payments of wages shall be recorded in ink or other indelible form,
16 properly dated, showing the month, day, and year, and a copy of the statement or a record of the
17 deductions shall be kept on file by the employer for at least three years at the place of employment or
18 at a central location within the State of California.

19 92. At all relevant times set forth herein, Defendants have intentionally and willfully failed
20 to provide Plaintiffs and the class members with accurate itemized wage statements. The deficiencies
21 include, but are not limited to, the total hours worked (including time spent working off-the-clock) at
22 the correct hourly rates of pay, the correct amount of wages earned, meal period premium wages
23 earned, and rest period premium wages earned.

24 93. As a result of Defendants' violation of California Labor Code section 226(a), Plaintiffs
25 and the class members have suffered injury and damage to their statutorily-protected rights.

26 94. More specifically, Plaintiffs and the class members have been injured by Defendants'
27 intentional and willful violation of California Labor Code section 226(a) because they were denied
28 both their legal right to receive, and their protected interest in receiving, accurate and itemized wage

1 statements pursuant to California Labor Code section 226(a).

2 95. Plaintiffs and the class members are entitled to recover from Defendants the greater of
3 their actual damages caused by Defendants' failure to comply with California Labor Code section
4 226(a), or an aggregate penalty not exceeding four thousand dollars.

5 **SEVENTH CAUSE OF ACTION**

6 **Violation of California Labor Code §§ 2800 and 2802**

7 **(Against MACADI CLEANING CORPORATION and DOES 1-25)**

8 96. Plaintiffs incorporate herein by specific reference, as though fully set forth, the
9 allegations in all preceding paragraphs.

10 97. Pursuant to California Labor Code sections 2800 and 2802, an employer must
11 reimburse its employees for all necessary expenditures incurred by the employee in direct consequence
12 of the discharge of his or her job duties or in direct consequence of his or her job duties or in direct
13 consequence of his or her obedience to the directions of the employer.

14 98. Plaintiffs and the class members incurred necessary business-related expenses and
15 costs that were not fully reimbursed by Defendants, including, but not limited to, attire to comply with
16 Defendants' dress code and the use of personal cell phones for work-related purposes.

17 99. Defendants intentionally and willfully failed to reimburse Plaintiffs and the class
18 members for all necessary business-related expenses and costs. Plaintiffs and the class members are
19 entitled to recover from Defendants their business-related expenses and costs incurred during the
20 course and scope of her employment, plus interest accrued from the date on which Plaintiffs and the
21 class members incurred the necessary expenditures at the same rate as judgments in civil actions in
22 the State of California.

23 **EIGHTH CAUSE OF ACTION**

24 **Violation of California Labor Code §§ 17200, Et Seq.**

25 **(Against MACADI CLEANING CORPORATION and DOES 1-25)**

26 100. Plaintiffs incorporate herein by specific reference, as though fully set forth, the
27 allegations in all preceding paragraphs.

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1 101. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, unlawful,
2 and harmful to Plaintiffs, to the other class members, to the general public, and to Defendants'
3 competitors. Accordingly, Plaintiffs seek to enforce important rights affecting the public interest
4 within the meaning of Code of Civil Procedure section 1021.5.

5 102. Defendants' activities as alleged herein are violations of California law, and constitute
6 unlawful business acts and practices in violation of California Business & Professions Code section
7 17200, et seq.

8 103. A violation of California Business & Professions Code section 17200, et seq. may be
9 predicated on the violation of any state or federal law. In the instant case, Defendants' policies and
10 practices of requiring employees, including Plaintiffs and the class members, to work without paying
11 them proper compensation violates California Labor Code sections 510, 1194, 1197, 1197.1 and 1198.
12 Additionally, Defendants' policies and practices of requiring employees, including Plaintiffs and the
13 class members, to work through their meal and rest periods without paying them proper compensation
14 violate California Labor Code sections 226.7 and 512(a). Moreover, Defendants' policies and
15 practices of failing to timely pay wages to Plaintiffs and the class members violate California Labor
16 Code sections 201, 202, 204. Defendants also violated California Labor Code sections 226(a),
17 1174(d), 2800, and 2802.

18 104. As a result of the herein described violations of California law, Defendants unlawfully
19 gained an unfair advantage over other businesses.

20 105. Plaintiffs and the class members have been personally injured by Defendants' unlawful
21 business acts and practices as alleged herein, including but not necessarily limited to the loss of money
22 and/or property.

23 106. Pursuant to California Business & Professions Code sections 17200, et seq., Plaintiffs
24 and the class members are entitled to restitution of the wages withheld and retained by Defendants
25 during a period that commences September 14, 2017; an award of attorneys' fees pursuant to
26 California Code of Civil procedure section 1021.5 and other applicable laws; and an award of costs.

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1 **NINTH CAUSE OF ACTION**

2 **Violation of California Labor Code §§ 2698, Et Seq.**

3 **(Against MACADI CLEANING CORPORATION and DOES 1-25)**

4 107. Plaintiffs incorporate herein by specific reference, as though fully set forth, the
5 allegations in all preceding paragraphs.

6 108. PAGA expressly establishes that any provision of the California Labor Code which
7 provides for a civil penalty to be assessed and collected by the LWDA, or any of its departments,
8 divisions, commissions, boards, agencies, or employees for a violation of the California Labor Code,
9 may be recovered through a civil action brought by an aggrieved employee on behalf of herself or
10 himself, and other current or former employees.

11 109. Whenever the LWDA, or any of its departments, divisions, commissions, boards,
12 agencies, or employees has discretion to assess a civil penalty, a court in a civil action is authorized to
13 exercise the same discretion, subject to the same limitations and conditions, to assess a civil penalty.

14 110. Plaintiff Diaz and the other hourly-paid, non-exempt employees, including those
15 misclassified as independent contractors, are “aggrieved employees” as defined by California Labor
16 Code section 2699(c) in that they are all current or former employees of Defendants, and one or more
17 of the alleged violations were committed against them.

18 111. Defendants’ conduct, as alleged herein, violates numerous sections of the California
19 Labor Code, including, but not limited to, the following:

- 20 (a) Violation of California Labor Code sections 1194, 1197, and 1197.1 for failure to
21 pay minimum wages;
- 22 (b) Violation of California Labor Code sections 510 and 1198 for failure to pay
23 overtime wages;
- 24 (c) Violation of California Labor Code sections 226.7 and 512(a) for failure to provide
25 legally required meal periods;
- 26 (d) Violation of California Labor Code section 226.7 for failure to provide legally
27 required rest periods;

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- (e) Violation of California Labor Code sections 201, 202, and 203 for failure to pay all wages at time of discharge from employment;
- (f) Violation of California Labor Code section 204 for failure to timely pay wages to Plaintiffs and other aggrieved employees during employment;
- (g) Violation of California Labor Code section 1174(d) for failure to keep complete and accurate payroll records relating to Plaintiffs and other aggrieved employees;
- (h) Violation of California Labor Code section 226(a) for failure to provide accurate wage statements to Plaintiffs and other aggrieved employees; and
- (i) Violation of California Labor Code sections 2800 and 2802 for failure to reimburse Plaintiffs and other aggrieved employees for necessary business-related expenses.

112. Pursuant to PAGA, and in particular California Labor Code sections 2699(a), 2699.3, and 2699.5, Plaintiff Diaz, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for Plaintiff Diaz, all other aggrieved employees, and the State of California against Defendants, in addition to other remedies, for violations of California Labor Code sections set forth herein. Pursuant to California Labor Code section 2699(i), civil penalties recovered by aggrieved employees shall be distributed as follows: seventy-five percent (75%) to the LWDA for the enforcement of labor laws and education of employers and employees about their rights and responsibilities and twenty-five (25%) to the aggrieved employees. Further, and as authorized by the California Labor Code sections 210, 218.5, and 2699, Plaintiff Diaz seeks recovery of her attorneys' fees and costs.

PRAYER FOR RELIEF

Plaintiffs, individually and on behalf of all others similarly situated, pray for relief and judgment against Defendants, jointly and severally, as follows:

1. That this action be certified as a class action;
2. That Plaintiff Diaz and Plaintiff Castro be appointed as representatives of the class;
3. That Blackstone Law, APC be appointed as class counsel;
4. For unpaid wages and such general and special damages as may be appropriate;

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1 5. For pre-judgment interest on any unpaid compensation from the date such amounts
2 were due;

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

4 7. For the imposition of civil penalties and/or statutory penalties;

5 8. That the Court declare, adjudge, and decree that Defendants violated California Labor
6 Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to Plaintiffs and the
7 class members;

8 9. For statutory wage penalties pursuant to California Labor Code section 1197.1 for
9 Plaintiffs and the class members in the amount as may be established according to proof at trial;

10 10. For liquidated damages for Plaintiffs and the class members pursuant to California
11 Labor Code section 1194.2;

12 11. That the Court declare, adjudge, and decree that Defendants violated California Labor
13 Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime
14 wages due to Plaintiffs and the class members;

15 12. That the Court declare, adjudge, and decree that Defendants violated California Labor
16 Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to provide all meal
17 periods to Plaintiffs and the class members;

18 13. That the Court make an award to Plaintiffs and the class members of one (1) hour of
19 pay at Plaintiffs' and the other class members' regular rate of compensation for each workday that a
20 meal period was not provided pursuant to California Labor Code section 226.7(c);

21 14. That the Court declare, adjudge, and decree that Defendants violated California Labor
22 Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest periods to
23 Plaintiffs and the class members;

24 15. That the Court make an award to Plaintiffs and the class members of one (1) hour of
25 pay at Plaintiffs' and the other class members' regular rate of compensation for each workday that a
26 rest period was not provided pursuant to California Labor Code section 226.7(c);

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1 16. That the Court declare, adjudge, and decree that Defendants violated California Labor
2 Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the time of
3 termination of the employment of Plaintiffs and the class members;

4 17. For statutory wage penalties pursuant to California Labor Code section 203 for
5 Plaintiffs and the class members;

6 18. That the Court declare, adjudge, and decree that Defendants violated the record keeping
7 provisions of California Labor Code section 226(a) and applicable IWC Wage Orders as to Plaintiffs
8 and the class members and willfully failed to provide accurate itemized wage statements thereto;

9 19. For statutory penalties pursuant to California Labor Code section 226(e) for Plaintiffs
10 and the class members;

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

12 21. That the Court declare, adjudge, and decree that Defendants violated California Labor
13 Code sections 2800 and 2802 by willfully failing to reimburse Plaintiffs and the class members for all
14 necessary business-related expenses as required by California Labor Code sections 2800 and 2802;

15 22. That the Court declare, adjudge, and decree that Defendants violated California
16 Business and Professions Code sections 17200, et seq. by failing to provide Plaintiffs and the class
17 members all minimum wages due to them, failing to provide them all overtime compensation due to
18 them, failing to provide all meal and rest periods due to them, failing to pay their wages timely as
19 required by California Labor Code sections 201, 202, 203, and 204, failing to provide them with
20 complete and accurate wage statements, failing to keep complete and accurate payroll records, and
21 failing to reimburse Plaintiffs and the class members for necessary business-related expenses and
22 costs;

23 23. For restitution of unpaid wages to Plaintiffs and the class members;

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

27 25. For injunctive relief pursuant to California Business and Professions Code section
28 17203;

1 26. For civil penalties and wages pursuant to California Labor Code sections 2699(a), (f),
2 and (g), plus costs and attorneys' fees for violation of California Labor Code sections 201, 202, 203,
3 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802;

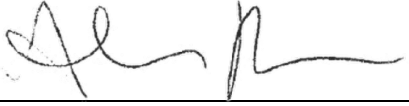
4 27. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California
5 Labor Code sections 226(e), 226(h), 1194(a), and California Code of Civil Procedure section 1021.5;
6 and

7 28. For such other and further relief as the Court may deem proper.

8 Respectfully Submitted,

9 Dated: October 16, 2025

BLACKSTONE LAW, APC

10
11 By: 

12 Miriam L. Schimmel

13 Joana Fang

14 Alexandra Rose

15 Jasmine Y. Kianfard

16 Attorneys for Plaintiffs

17 YRENE DIAZ and YOLANDA CASTRO
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1 **DEMAND FOR JURY TRIAL**

2 Plaintiff YRENE DIAZ and Plaintiff YOLANDA CASTRO hereby demand a jury trial with
3 respect to all issues triable of right by jury.

4 Dated: October 16, 2025

BLACKSTONE LAW, APC

5
6 By: 

Miriam L. Schimmel

Joana Fang

Alexandra Rose

Jasmine Y. Kianfard

Attorneys for Plaintiffs

YRENE DIAZ and YOLANDA CASTRO

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I, Lorena Bautista, certify and declare as follows:

I am over eighteen years of age and not a party to the within action; my business address is 8383 Wilshire Blvd, Suite 745, Beverly Hills, California 90211. On October 16, 2025, I served a copy of the following document(s):

- **SECOND AMENDED CLASS ACTION COMPLAINT FOR DAMAGES AND ENFORCEMENT ACTION UNDER THE PRIVATE ATTORNEYS GENERAL ACT, CALIFORNIA LABOR CODE §§ 2698, ET SEQ.**

on the interested parties as follows:

Kenneth D. Sulzer
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Matthew A. Scholl
mscholl@constangy.com
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2029 Century Park East, Suite 1100
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Attorneys for Defendant MACADI CLEANING CORPORATION

☒ **BY ELECTRONIC SERVICE (CASE ANYWHERE):** I caused said document(s) to be sent to the addressee(s) listed above via Case Anywhere. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

☒ **BY ONLINE SUBMISSION:** The above-referenced documents were transmitted to the California Labor and Workforce Development Agency through the online system established for the submission of notices and documents, in conformity with California Labor Code section 2699(I). I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

☒ **STATE:** I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on October 16, 2025 at Beverly Hills, California.

/s/ Lorena Bautista
Lorena Bautista