

AARON C. GUNDZIK (State Bar No. 132137)
REBECCA G. GUNDZIK (State Bar No. 138446)
GUNDZIK GUNDZIK HEEGER LLP
14011 Ventura Blvd., Suite 206E
Sherman Oaks, CA 91423
Telephone: (818) 290-7461
Facsimile: (818) 918-2316

GALEN SHIMODA (State Bar No. 226752)
SHIMODA LAW CORP.
9401 E. Stockton Blvd., Suite 200
Elk Grove, CA 95624
Telephone: (916) 525-0716
Facsimile: (916) 760-3733

Attorneys for Plaintiff Ignacio Mendez, individually
and on behalf of all others similarly situated
and as a representative of aggrieved employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN JOAQUIN

IGNACIO MENDEZ, individually and on
behalf of all others similarly situated,

Plaintiff,

vs.

WTMG, INC., a California corporation, doing
business as JANITEK CLEANING
SOLUTIONS; and DOES 1 through 25,

Defendants.

Case No.: STK-CV-UOE-2021-0009144

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

1. Violation of Labor Code § 204 and the Wage Order (Failure to Pay Wages for Work Performed)
2. Violation of Labor Code § 510 (Failure to Pay Overtime)
3. Violation of Labor Code §§ 226.7 and 512(a) (Failure to Provide Meal and Rest Breaks)
4. Violation of Labor Code § 226(a) (Inaccurate Wage Statements)
5. Violation of Labor Code § 2802 (Failure to reimburse necessary expenditures)
6. Violation of Labor Code §§ 201 and 202 (Failure to Pay Unpaid Wages at Time of Discharge)
7. Violation of Business & Professions Code §§ 17200 *et seq.*
8. Recovery of Civil Penalties, Cal. Lab. Code §§ 2698-2699.5

Jury Trial Demanded

1
2 Plaintiff brings this action individually and on behalf of all others similarly situated.

3 **PARTIES, JURISDICTION AND VENUE**

4 1. Plaintiff Ignacio Mendez is an individual and resident of Stockton,
5 California. Plaintiff was employed by Defendants from August 2019 to May 2021 as a non-
6 exempt employee. During his term of employment, he worked as a janitor and delivery
7 coordinator.

8 2. Plaintiff is informed and believes and based upon such information and belief
9 alleges that Defendant WTMG, Inc. is a corporation organized under the laws of the state of
10 California and is authorized to do and is doing business in the State of California. Defendant
11 WTMG, Inc. does business in California under the fictitious business name of JaniTek
12 Cleaning Solutions.

13 3. Plaintiff does not know the true names or capacities of the Defendants sued
14 herein as Does 1 through 25, inclusive, and, for that reason, said Defendants are sued under
15 such fictitious names. Plaintiff is informed and believes, and based thereon, alleges that each
16 of said fictitious Defendants are and were responsible in some manner for the injuries
17 complained of herein. Plaintiff will amend this Complaint to name such fictitiously named
18 Defendants pursuant to Code of Civil Procedure Section 474 once their identities become
19 known.

20 4. The monetary and equitable relief sought by Plaintiff on behalf of himself
21 and the Class defined below exceeds the minimal jurisdictional limits of the Superior Court
22 and will be established according to proof at trial. The Court has personal jurisdiction over
23 each of the parties because they are either citizens of this State, doing business in this State
24 or otherwise have minimum contacts with this State.

25 5. Venue is proper in this County, as Defendant WTMG, Inc. is located in this
26 County.

27 6. At all times relevant hereto, Defendants employed persons and conducted
28 business operations in California. Defendants are therefore subject to the provisions of the

1 California Labor Code, the applicable IWC Wage Order(s), the California Business and
2 Professions Code Sections 17200 *et seq.* (“Unfair Practices Act”) and other relevant
3 California law.

4 7. Plaintiff is informed and believes and based thereon, alleges that the
5 Defendants were at all times relevant hereto members of, and engaged in, a joint venture,
6 partnership, association or common enterprise, and acting within the course and scope of,
7 and in pursuance of, said joint venture, partnership, association or common enterprise.
8 Furthermore, Plaintiff is informed and believes and based thereon, alleges that at all times
9 relevant hereto Defendants conspired together in, aided and abetted, contributed to, and/or
10 acted as agents or employees of each other with respect to, the commission of the acts
11 complained of herein. Defendants are therefore jointly and severally liable for the injuries
12 complained of herein.

13 **CLASS ALLEGATIONS**

14 8. Plaintiff brings this action pursuant to California Code of Civil Procedure
15 Section 382 on behalf of himself and the Class described below. The Class is comprised of
16 and defined as:

17 All non-exempt employees of Defendants who worked in California
18 at any time within four years prior to the filing of this action until the
19 date that the class is certified (hereinafter “the Class Period”)

20 9. There exists a well-defined community of interest among the Class, and the
21 Class is readily ascertainable.

22 10. The members of the Class are so numerous that joinder of all members in a
23 single action would not be feasible or practical, and the amount of individual damages is not
24 large enough to make individual lawsuits by each class member practical or feasible.
25 Plaintiff is informed and believes and based upon such information and belief alleges that
26 there are in excess of 50 members of the Class.

27 11. Plaintiff’s claims are typical of the claims of the rest of the Class, and
28 Plaintiff will fairly and adequately represent the interests of the Class.

1 12. Common issues of fact and/or law predominate in this action over any
2 allegedly individual issues. Specifically, the following common questions of fact or law
3 predominate and make this action superior to individual actions:

4 a. whether Plaintiff and the rest of the Class are entitled to recover
5 damages, penalties, injunctive relief or other equitable relief on the grounds that Defendants
6 have used uniform policies and procedures that have consistently violated California labor
7 laws and regulations and caused Plaintiff and the rest of the Class to suffer the same or
8 similar injuries;

9 b. whether Defendants failed to provide Plaintiff and the rest of the
10 Class with the legally required meal and rest breaks, in violation of Labor Code Sections
11 226.7 and 512(a) and the applicable IWC Wage Order;

12 c. whether Defendants failed to provide accurate, itemized wage
13 statements, as required by Labor Code Section 226(a);

14 d. whether Defendants failed to reimburse Class members for all of the
15 necessary expenditures or losses incurred in direct consequence of the discharge of their
16 duties, or of their obedience to the directions of their employer, in violation of Labor Code
17 Section 2802;

18 e. Whether Defendants failed to pay Plaintiff and separated Class
19 members all amounts due at separation;

20 f. whether Defendants' practices constitute unfair, fraudulent, or illegal
21 business practices under Business and Professions Code Sections 17200 *et seq.*

22 13. California labor laws under which Plaintiff asserts the following causes of
23 action on behalf of himself and the rest of the Class are broadly remedial in nature. These
24 labor laws serve an important public interest in establishing minimum working conditions
25 and standards in California. They furthermore protect employees from exploitation by
26 employers who may seek to take advantage of their superior economic and bargaining power
27 in setting onerous terms and conditions of employment. The class action mechanism is a
28 particularly efficient and appropriate procedure to redress the injuries alleged herein. If each

1 employee in the Class was required to file an individual action, Defendants would be able to
2 use their superior financial and legal resources to gain an unfair advantage over each
3 individual class member. Moreover, requiring each class member to pursue an individual
4 action would also discourage the assertion of meritorious causes of action by employees
5 who would likely be disinclined to file such individual actions due to a justifiable fear of
6 retaliation and damage to their careers at subsequent employment.

7 14. In addition, even if feasible, individual actions by each Class member would
8 create a substantial risk (i) of inconsistent or varying adjudications with respect to the claims
9 of each Class member against Defendants, that in turn could establish potentially
10 incompatible standards of conduct for Defendants, and/or (ii) of adjudications with respect
11 to individual Class members that would, as a practical matter, be dispositive of the interests
12 of the other Class members. Furthermore, the claims of each individual Class member are
13 not sufficiently large enough to make it economically feasible to bring each Class member's
14 claims on an individual basis.

15 **GENERAL ALLEGATIONS**

16 15. Plaintiff is informed and believes and based thereon, alleges that during the
17 Class Period, Defendants employed Plaintiff and the rest of the Class as hourly non-exempt
18 employees. On information and belief, Plaintiff alleges that said Defendants adopted and
19 maintained uniform policies, practices and procedures governing the working conditions of,
20 and payment of wages to, Plaintiff and the rest of the Class. As alleged below, these uniform
21 policies, practices and procedures violated California's labor laws and constituted unfair,
22 fraudulent or illegal business practices under Business & Professions Code Sections 17200
23 *et seq.*

1 **FIRST CAUSE OF ACTION**

2 **FOR VIOLATION OF LABOR CODE SECTIONS 226.7(b) AND 512(a)**

3 **AND THE APPLICABLE IWC WAGE ORDER**

4 (Against all Defendants)

5 16. Plaintiff re-alleges and incorporates herein by this reference each of the
6 allegations set forth in Paragraphs 1-15, inclusive.

7 17. During the Class period, Labor Code Sections 226.7(b) and 512(a) and the
8 applicable IWC Wage Order applied to Defendants' employment of Plaintiff and the rest of
9 the Class. At all times relevant hereto, Labor Code Section 226.7(b) provided that employers
10 such as Defendants could not require employees such as the Class members to work during
11 any meal or rest period mandated by an applicable order of the IWC.

12 18. At all times relevant hereto, Labor Code Section 512(a) and the applicable
13 IWC Order also required Defendants, every time Plaintiff and the Class worked a period of
14 five (5) or more hours per day, to permit Plaintiff and the Class the opportunity to take a
15 thirty (30) minute uninterrupted meal break during which Plaintiff and the Class were and
16 are free to leave the premises and were and are relieved of all duty. Furthermore, at all times
17 relevant hereto, Labor Code Section 512(a) and the applicable IWC Wage Order provided
18 that employers such as Defendants could not require or permit an employee such as Plaintiff
19 or a member of the Class to work a period of more than ten (10) hours per day without
20 providing the employee with a second uninterrupted meal period of not less than thirty (30)
21 minutes.

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

1 20. At times during the Class period, Plaintiff and the rest of the Class were
2 required by Defendants to work more than five (5) hours per day before they were given the
3 opportunity to take a thirty (30) minute uninterrupted meal break during which Plaintiff and
4 the Class were and are free to leave the premises and were and are relieved of all duty.
5 Furthermore, at times during the Class period, Plaintiff and the Class were required by
6 Defendants to work more than ten (10) hours per day without receiving a second meal
7 period of not less than thirty (30) minutes.

8 21. In addition, at times during the Class Period, Defendants failed to provide
9 Plaintiff and the rest of the Class with required rest periods in violation of Labor Code
10 Section 226.7(b) and the applicable IWC Wage Order.

11 22. California Labor Code section 226.7(c) provides: “If an employer fails to
12 provide an employee a meal or rest or recovery period in accordance with a state law,
13 including, but not limited to, an applicable statute or applicable regulation, standard, or order
14 of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board,
15 or the Division of Occupational Safety and Health, the employer shall pay the employee one
16 additional hour of pay at the employee’s regular rate of compensation for each workday that
17 the meal or rest or recovery period is not provided.”

18 23. Notwithstanding the requirements of section 226.7(c), Defendants have failed
19 to pay Plaintiff and Class members these premium wages for non-compliant or missed meal
20 and rest breaks.

21 24. Accordingly, pursuant to Labor Code Section 226.7(c), Plaintiff and the rest
22 of the Class are entitled to recover from Defendants one additional hour of pay at the Class
23 members’ regular rate of compensation for each workday that a compliant meal or rest
24 period was not provided, plus reasonable attorney’s fees and costs of suit incurred.

1 **SECOND CAUSE OF ACTION**

2 **FAILURE TO PAY WAGES FOR WORK PERFORMED**

3 (Against all Defendants)

4 25. Plaintiff re-alleges and incorporates herein by this reference each of the
5 allegations set forth in Paragraphs 1-24, inclusive.

6 26. During the Class period, Labor Code Section 204 and the applicable IWC
7 Wage Order applied to Defendants' employment of Plaintiff and the rest of the Class. At all
8 times relevant hereto, Labor Code Section 204, the applicable IWC Wage Order, and other
9 provisions of California law required Defendants to compensate Plaintiff and the Class for
10 all hour worked, which included and includes the time Plaintiff, and the Class were and are
11 under Defendants' control.

12 27. At times during the Class Period, pursuant to instructions from Defendants,
13 Plaintiff and Class members were required to work without pay, including during meal
14 breaks in which they were not relieved of duty.

15 28. Accordingly, Plaintiff and the rest of the Class are entitled to recover from
16 Defendants unpaid wages under California law, including Labor Code Section 204, for any
17 time they worked and did not earn agreed upon wages at any time within the four years prior
18 to the initiation of this action until the date that the Class is certified, plus liquidated
19 damages under Labor Code Section 1194.2, interest thereon, together with their reasonable
20 attorneys' fees and costs.

21 **THIRD CAUSE OF ACTION**

22 **FOR VIOLATION OF LABOR CODE SECTION 510**

23 (Against all Defendants)

24 29. Plaintiff re-alleges and incorporates herein by this reference each of the
25 allegations set forth in Paragraphs 1-28, inclusive.

26 30. During the Class period, Labor Code Section 510 applied to Defendants'
27 employment of Plaintiff and the Class. At all times relevant hereto, Labor Code Section 510
28 required Defendants to, among other things, compensate Plaintiff and members of the Class

1 no less than one and one-half times their regular rate of pay for any hours worked in excess
2 of eight (8) hours in any day and forty (40) hours in any one workweek.

3 31. At times during the Class Period, Plaintiff and members of the Class were
4 required to work in excess of eight (8) hours in a day and/or more than forty (40) hours
5 during the workweek. However, Defendants did not always pay overtime premium wages to
6 Plaintiff and the members of the Class for such work. Among other things, when employees
7 were not relieved of duty during meal breaks, they should have been compensated for such
8 time and because Plaintiff and many class members worked shifts of eight or more hours,
9 such uncompensated time should have been paid at overtime premium rates.

10 32. Accordingly, Plaintiff and the Class members are entitled to recover unpaid
11 overtime premium wages from Defendants for all overtime hours worked at any time within
12 the four years prior to the initiation of this action until the date that the Class is certified,
13 interest thereon, together with their reasonable attorneys' fees and costs.

14 **FOURTH CAUSE OF ACTION**

15 **FOR VIOLATION OF LABOR CODE SECTION 226(a)**

16 (Against all Defendants)

17 33. Plaintiff re-alleges and incorporates herein by this reference each of the
18 allegations set forth in Paragraphs 1-32, inclusive.

19 34. During the Class period, Labor Code Section 226(a) applied to Defendants'
20 employment of Plaintiff and the rest of the Class. At all times relevant hereto, Labor Code
21 Section 226(a) required that employers such as Defendants furnish to their employees, semi-
22 monthly or at the time of each payment of wages, an accurate itemized statement in writing
23 showing such matters as the name and address of the legal entity that is the employer, the
24 gross wages earned, the total hours worked, the net wages earned and all applicable hourly
25 rates, during the pay period.

26 35. Plaintiff is informed and believes and based thereon, alleges that during the
27 Class period Defendants knowingly and intentionally failed to provide such accurate
28 itemized wage statements to Plaintiff and the members of the Class, in that, among other

1 things, such statements failed to state the gross and net wages earned, total hours worked,
2 applicable pay rates and hours worked at each pay rate. Therefore, Defendants violated
3 Labor Code Section 226(a). Plaintiff and the rest of the Class suffered injury as a result of
4 Defendants' failure to comply with Labor Code Section 226(a).

5 36. Accordingly, pursuant to Labor Code Section 226(e), Plaintiff and each
6 member of the Class are entitled to recover from Defendants the greater of their actual
7 damages or fifty dollars (\$50) for the initial violation of Labor Code Section 226(a) and one
8 hundred dollars (\$100) for each subsequent violation during the applicable limitations
9 period, up to a maximum of \$4,000 per Class member or the then applicable legal rates at
10 the time of adjudication, plus their reasonable attorneys' fees and costs.

11 **FIFTH CAUSE OF ACTION**

12 **FOR VIOLATION OF LABOR CODE SECTION 2802**

13 (Against all Defendants)

14 37. Plaintiff re-alleges and incorporates herein by this reference each of the
15 allegations set forth in Paragraphs 1-36, inclusive.

16 38. During the Class period, Labor Code Section 2802 applied to Defendants'
17 employment of Plaintiff and the rest of the Class and required employers such as Defendants
18 to reimburse their employees for all necessary expenditures or losses incurred by employees
19 in direct consequence of the discharge of their duties.

20 39. During the Class Period, Plaintiff and the Class incurred various expenses in
21 performing their jobs but were not reimbursed by Defendants. Such unreimbursed expenses
22 included automobile usage.

23 40. Accordingly, Plaintiff and the rest of the Class are entitled to recover from
24 Defendants the cost of their reimbursable expenses, interest thereon, together with their
25 reasonable attorneys' fees and costs.

1 **SIXTH CAUSE OF ACTION**

2 **FOR VIOLATION OF LABOR CODE SECTIONS 201 AND 202**

3 (Against all Defendants)

4 41. Plaintiff re-alleges and incorporates herein by this reference each of the
5 allegations set forth in Paragraphs 1-40, inclusive.

6 42. During the Class period, Labor Code Sections 201 and 202 applied to
7 Defendants' employment of Plaintiff and the rest of the Class. At all times relevant hereto,
8 Labor Code Section 201 provided that, if an employer such as Defendants discharged an
9 employee such as a member of the Class, the wages earned and unpaid at the time of
10 discharge were due and payable immediately. Furthermore, at all relevant times Labor Code
11 Section 202 provided and provides that, if an employee such as a member of the Class
12 voluntarily leaves his or her employment, the wages earned and unpaid must be paid by the
13 employer within seventy-two (72) hours thereafter, unless the employee has given seventy-
14 two (72) hours previous notice of his or her intention to leave, in which case the employee is
15 entitled to receive his or her wages immediately at the time of quitting.

16 43. Plaintiff and other members of the Class left their positions of employment at
17 Defendants' business during the Class period. However, Defendants did not pay Plaintiff
18 and the Class all of the wages that were due to them within the time required by sections 201
19 and 202.

20 44. Plaintiff is informed and believes and based thereon, alleges that, during the
21 Class period, Defendants willfully failed to pay Plaintiff and the members of the Class who
22 are former employees their earned and unpaid wages, either at the time of their discharge or
23 within seventy-two (72) hours of their quitting. Defendants therefore violated Labor Code
24 Section 201 and 202.

25 45. During the Class period, Labor Code Section 203 provided that, if an
26 employer such as Defendants fails to pay any wages of an employee who is discharged or
27 who quits, the wages of the employee shall continue as a penalty from the due date thereof
28 at the same rate until paid or until an action therefore is commenced, but the wages shall not

1 continue for more than thirty (30) days. Accordingly, Plaintiff and the members of the Class
2 who were discharged or who quit during the Class period are entitled to receive their wages
3 for each day they were not paid, at their regular rate of pay, up to a maximum of thirty (30)
4 days, plus interest, costs and reasonable attorneys' fees.

5 **SEVENTH CAUSE OF ACTION**

6 **FOR VIOLATION OF BUSINESS AND PROFESSIONS CODE**

7 **SECTIONS 17200 *ET SEQ.***

8 (Against all Defendants)

9 46. Plaintiff re-alleges and incorporates herein by this reference each of the
10 allegations in Paragraphs 1-45, inclusive.

11 47. During the Class period, Defendants' practices, as alleged above, have been
12 and continue to be unfair, fraudulent and illegal, and harmful to Plaintiff, the rest of the
13 Class and the general public.

14 48. A practice that violates any state law or regulation may constitute the basis of
15 an unlawful business practice prohibited by Business and Professions Code Sections 17200
16 *et seq.*

17 49. Among other things, the following practices of Defendants, as alleged above,
18 constitute unfair business practices:

19 a. Defendants' failure to compensate Plaintiff and the rest of the Class
20 for all hours worked;

21 b. Defendants' failure to correctly pay premium wages for overtime
22 hours, as required by Labor Code section 510;

23 c. Defendants' failure to pay premium wages for non-compliant or
24 unprovided meal and rest breaks, as required by Labor Code Sections 226.7(b) and 512(a)
25 and the applicable IWC order;

26 d. Defendants' failure to reimburse Plaintiff and the Class members for
27 work-related expenses, as required by Labor Code Section 2802.

1 50. Accordingly, pursuant to Business and Professions Code Section 17200
2 *et seq.*, Plaintiff and the rest of the Class are entitled to restitution of wages and other
3 property held by Defendants.

4 51. Plaintiff meets the standing requirements for seeking relief pursuant to
5 Business and Professions Code Section 17203, in that he has suffered an injury in fact and
6 have lost money as a result of Defendants’ policies, practices and procedures, as more fully
7 set forth elsewhere in this pleading.

8 **EIGHTH CAUSE OF ACTION**
9 **RECOVERY OF CIVIL PENALTIES**

10 **Cal. Lab. Code §§ 2698-2699.5**

11 52. Plaintiff re-alleges and incorporates herein by this reference, the allegations
12 in Paragraphs 1 through 51, inclusive.

13 53. Plaintiff brings this claim on behalf of the Labor and Workforce
14 Development Agency (“LWDA”) under the California Labor Code Private Attorneys
15 General Act of 2004 (“PAGA”), California Labor Code sections 2698-2699.5. In pursuing
16 his PAGA claim, Plaintiff represents the same legal right and interest as state labor law
17 enforcement agencies. PAGA permits Plaintiff to recover civil penalties that otherwise
18 would have been assessed and collected by the LWDA and other state agencies.

19 54. Plaintiff has complied with the notice requirements of Labor Code section
20 2699.3. On September 29, 2021, and November 8, 2021, Plaintiff’s representatives notified
21 the LWDA of the Labor Code violations alleged herein. The LWDA has not responded to
22 Plaintiff’s initial notice. Pursuant to section 2699.3(a)(2)(A), Plaintiff is now entitled to seek
23 recovery of civil penalties for Defendants’ violations against all of Defendant’s aggrieved
24 employees.

25 55. As alleged herein, such violations include:

- 26 a. Violations of Labor Code sections 204 and 1197 (failure to
27 timely pay wages for hours worked)

1 2. For prejudgment interest; and

2 3. For reasonable attorneys' fees.

3 **ON THE FOURTH CAUSE OF ACTION**

4 1. For damages under Labor Code Section 226(e) for the failure to provide
5 accurate wage statements in accordance with Labor Code §226(a);

6 2. For an order requiring Defendants to comply with Labor Code §226(a) with
7 respect to Plaintiff and all other currently employed Class members; and

8 3. For reasonable attorneys' fees under Labor Code Section 226(e).

9 **ON THE FIFTH CAUSE OF ACTION**

10 1. For damages for unreimbursed expenses incurred by Plaintiff and the Class;

11 2. For prejudgment interest;

12 3. For reasonable attorneys' fees and costs under Labor Code Section 2802.

13 **ON THE SIXTH CAUSE OF ACTION**

14 1. For the wages of each Class member who is no longer employed by
15 Defendants at their regular daily rate up to a maximum of thirty (30) days;

16 2. For prejudgment interest; and

17 3. For reasonable attorneys' fees.

18 **ON THE SEVENTH CAUSE OF ACTION**

19 1. For restitution of all unpaid wages, overtime and other monies withheld from
20 Plaintiff and the rest of the Class as a result of Defendants' unfair, unlawful or fraudulent
21 business practices; and

22 2. For reasonable attorneys' fees and costs under Code of Civil Procedure
23 Section 1021.5.

24 **ON THE EIGHTH CAUSE OF ACTION**

25 1. For civil penalties pursuant to Labor Code section 2699(a), (f); and

26 2. For reasonable attorney's fees and costs pursuant to California Labor Code
27 section 2699(g).
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ON ALL CAUSES OF ACTION

1. For certification of the First through Seventh Causes of Action as a class action;
2. For attorneys’ fees and costs pursuant to Civil Procedure Section 1021.5, the “common fund” theory, the “substantial benefit” theory and/or any other applicable theory or doctrine; and,
3. For such further relief as the Court may deem appropriate.

DATED: February 3, 2022 GUNDZIK GUNDZIK HEEGER LLP

By: 

Aaron C. Gundzik
Attorneys for Plaintiff Ignacio Mendez,
individually and on behalf of all others
similarly situated

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DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury on all claims so triable.

DATED: February 3, 2022

GUNDZIK GUNDZIK HEEGER LLP



By: _____

Aaron C. Gundzik
Attorneys for Plaintiff Ignacio Mendez,
individually, on behalf of all others similarly
situated

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen (18) and not a party to the within action. My business address is 14011 Ventura Blvd., Suite 206E, Sherman Oaks, CA 91423.

On February 3, 2022, I served the following document described as

- **FIRST AMENDED CLASS ACTION COMPLAINT**

on the interested parties in this action:

(X) by serving () the original (X) true copies thereof as follows:

Please see attached service list

() BY MAIL I caused such envelope to be deposited in the mail at Los Angeles, California. The envelope was mailed with postage thereon fully prepaid. I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. It is deposited with U.S. postal service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than one (1) day after date of deposit for mailing in affidavit.	() BY FACSIMILE TRANSMISSION I caused said document(s) to be transmitted by facsimile transmission to the name(s) and facsimile telephone number(s) of the person(s) named on the attached service list. The facsimile machine telephone number of the sending facsimile machine was (818) 918-2316. A transmission report was issued by the sending facsimile machine confirming that the transmission was completed without error. A true and correct copy of said transmission report is attached hereto.
() BY OVERNIGHT DELIVERY Said document was placed in an envelope designated by the express service center and placed for collection in a box regularly maintained by said carrier with whom we have a direct billing account, to be delivered to the office of the addressee listed above on the next business day.	(XX) BY ELECTRONIC TRANSMISSION I caused the above-described document to be electronically served to the names and email addresses listed on the Service List attached hereto.

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

() FEDERAL I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

(X) EXECUTED on February 3, 2022, at Sherman Oaks, California.



Nicole Salazar

SERVICE LIST

Michael A. Farbstein, Esq.
H. Ann Liroff, Esq.
FARBSTEIN & BLACKMAN
A Professional Corporation
411 Borel Avenue, Suite 425
San Mateo, California 94402-3518
Telephone: (650) 554-6200
Facsimile: (650) 554-6240
Email: hal@farbstein.com
ehc@farbstein.com
maf@farbstein.com

*Attorneys for Defendants WTMG, Inc., dba
JaniTek Cleaning Solutions*

Galen Shimoda, Esq.
SHIMODA LAW CORP.
9401 E. Stockton Blvd., Suite 200
Elk Grove, CA 95624
Telephone: (916) 525-0716
Facsimile: (916) 760-3733
Email: attorney@shimodalaw.com

*Attorneys for Ignacio Mendez, on behalf of
himself and all others similarly situated*