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Attorneys for Defendants

ALL IN ONE JANITORIAL SERVICES, INC. and GOARETTE MARIE JARVIS

**SUPERIOR COURT OF CALIFORNIA
IN AND FOR THE COUNTY OF STANISLAUS**

MARTHA PADILLA, individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

ALL IN ONE JANITORIAL SERVICES,
INC., A CALIFORNIA CORPORATION;
AND GOARETTE MARIE JARVIS; AND
DOES 1 THROUGH 20, INCLUSIVE,

Defendants.

Case No.: CV-22-001931

**JOINT STIPULATION RE FILING OF
FIRST AMENDED COMPLAINT FOR
SETTLEMENT PURPOSES;
[PROPOSED] ORDER GRANTING
PLAINTIFF LEAVE TO FILE A FIRST
AMENDED COMPLAINT**

JOINT STIPULATION AND ORDER TO FILE FIRST AMENDED COMPLAINT

Plaintiff Martha Padilla (“Plaintiff”) and Defendants All In One Janitorial Services, Inc. and
Goarette Marie Jarvis (“Defendants”) (collectively, the “Parties”), by and through their respective counsel
of record, hereby stipulate and agree as follows:

WHEREAS, on April 29, 2022, Plaintiff brought this wage and hour action against Defendants for Labor Code violations.

WHEREAS, on September 26, 2022, the Parties participated in a mediation with James (J.J.) Johnston, Esq., an experienced wage and hour mediator. With Mr. Johnston's guidance, the Parties were able to negotiate a complete settlement of Plaintiff's claims which was submitted to the Court for Approval on June 30, 2023.

WHEREAS, at the Court’s request, the Parties stipulate to the filing of a First Amended Complaint (“FAC”) (a true and correct copy of which is attached hereto as Exhibit “A”) to conform the pleadings with the scope of the settlement and the claims to be released. The Parties stipulate to file a FAC solely for the purposes of obtaining approval of the settlement, and if the settlement should, for whatever reason, not become final, the FAC shall become null and void and the Parties shall be returned to their respective original positions.

WHEREAS, the Parties stipulate that the FAC shall not affect the Parties' respective legal arguments or defenses.

IT IS HEREBY STIPULATED by the Parties, through their counsel of record, as follows:

1. Subject to Court approval, Plaintiff shall file the attached FAC.
2. Subject to Court approval, Defendant shall not be required to file an Answer or other responsive pleading to the FAC.
3. Defendant does not impliedly or expressly waive any arguments or defenses to the FAC.
4. The filing of the FAC is solely for the purpose of obtaining approval of the settlement, and if the settlement should, for whatever reason, not become final, the FAC shall become null and void and the Parties shall be returned to their respective original positions.

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IT IS SO STIPULATED.

Dated: 8/9/2023

MAKAREM & ASSOCIATES, APLC

By: Daniel Bass
Ronald W. Makarem
Daniel J. Bass
Attorneys for Plaintiff, individually and
on behalf of all others similarly situated

Dated: 8/9/2023

HENDERSON HATFIELD
A Professional Corporation

By: 
RAQUEL A. HATFIELD
Attorneys for Defendants ALL IN ONE
JANITORIAL SERVICES, INC. and
GOARETTE MARIE JARVIS

1 **ORDER**

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3 Based on the Parties' stipulation, and **GOOD CAUSE** having been shown, **IT IS HEREBY**

4 **ORDERED** that: (1) the Court gives Plaintiff leave to file the proposed First Amended Complaint; (2)

5 Defendants shall not be required to file a responsive pleading to the First Amended Complaint, and

6 Defendants do not impliedly or expressly waive any arguments or defenses to the First Amended

7 Complaint; (3) if the Parties' settlement should, for whatever reason, not become final, the First Amended

8 Complaint shall become null and void and the Parties shall be returned to their respective original positions.

9 **IT IS SO ORDERED.**

10 Dated: _____

11 _____
Hon. John D. Freeland
Stanislaus County Superior Court Judge

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EXHIBIT A

MAKAREM & ASSOCIATES APLC
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Attorneys for Plaintiff MARTHA PADILLA

**SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF STANISLAUS**

MARTHA PADILLA, individually, and on behalf
of all others similarly situated,

Plaintiff,

vs.

ALL IN ONE JANITORIAL SERVICES, INC., A
CALIFORNIA CORPORATION; AND
GOARETTE MARIE JARVIS; AND DOES 1
THROUGH 20, INCLUSIVE,

Defendants.

CASE NO. CV-22-001931

**FIRST AMENDED CLASS ACTION
COMPLAINT for:**

- 1. Recovery of Unpaid Minimum Wages**
- 2. Recovery of Unpaid Overtime Wages**
- 3. Failure to Provide Meal Periods**
- 4. Failure to Provide Rest Periods**
- 5. Failure to Provide Sick Day Pay**
- 6. Failure to Provide Accurate Wage Statements**
- 7. Waiting Time Penalties**
- 8. Unfair Competition**
- 9. Penalties Pursuant to Labor Code § 2699, et. seq.**

DEMAND FOR JURY TRIAL

Complaint Filed: April 29, 2022

COMES NOW Plaintiff MARTHA PADILLA ("Plaintiff"), individually and behalf of all others similarly situated, and asserts claims against Defendants ALL IN ONE JANITORIAL SERVICES, INC., a California corporation; GOARETTE MARIE DAVIS, an individual; and DOES 1-20, inclusive (collectively, "Defendants") as follows:

I. INTRODUCTION

1. This is a proposed class action for recovery of damages, statutory penalties, and restitution, and to address an employer's violations of California's wage and hour laws.

2. In this case, Defendants violated various provisions of the California Labor Code and IWC Wage Orders. As set forth below, Defendants implemented policies and practices that led to violations resulting from Defendants': (a) failure to accurately pay all wages due, including minimum and overtime wages; (b) failure to authorize and permit fully compliant rest breaks and failure to pay an additional hour of pay in lieu of providing a compliant rest period; (c) failure to provide compliant meal periods and failure to pay an additional hour of pay in lieu of providing compliant meal periods; (d) failure to provide accurate itemized wage statements; (e) failure to pay accrued and taken sick days; and (f) failure to pay all wages earned and owed upon separation from Defendants' employ. As a result, Plaintiff seeks damages, statutory penalties, and restitution on behalf of herself and all other similarly situated individuals.

II. JURISDICTION AND VENUE

3. The California Superior Court has jurisdiction over this action pursuant to California Constitution Article VI, Section 10, which grants the Superior Court "original jurisdiction in all cases except those given by statute to other trial courts." The statutes under which this action is brought do not give jurisdiction to any other court.

4. This Court has jurisdiction over Defendants because, upon information and belief, each Defendant either has sufficient minimum contacts in California, or otherwise intentionally avails itself of the California market so as to render the exercise of jurisdiction over it by the California Courts consistent with traditional notions of fair play and substantial justice.

1 5. Venue of this action in the County of Stanislaus is proper pursuant to Code
2 of Civil Procedure §§ 395 and 395.5 because many of the wrongful acts complained of
3 occurred in Stanislaus County, and Defendants are found, maintain offices in, and/or
4 transact business in Stanislaus County. Defendants are operating and doing business in
5 California and, upon information and belief, Stanislaus County, and each Defendant is
6 within the jurisdiction of this Court for service of process purposes. The unlawful acts
7 alleged herein have a direct effect on Class Members within Stanislaus County and
8 elsewhere in California.

9 6. On information and belief, Defendants have conducted business within the
10 State of California during the purported class period and continue to conduct business in
11 the State of California. The unlawful acts alleged herein have had a direct effect on Plaintiff,
12 and on the similarly situated non-exempt Class Members within Stanislaus County and the
13 State of California.

14 7. The California Superior Court also has jurisdiction in this matter because on
15 information and belief there are no federal questions at issue, as the issues herein are based
16 solely on California statutes and law, including the California Labor Code, the IWC Wage
17 Orders, the California Code of Civil Procedure, the California Civil Code, and the California
18 Business and Professions Code.

19 8. On information and belief, during the statutory class period and continuing
20 to the present, Defendants consistently maintained and enforced against Defendants' non-
26 exempt employees, among others, the following unlawful practices and policies, in
22 violation of California state wage and hour laws (a) failure to accurately pay all wages due,
23 including minimum and overtime wages (b) failure to authorize and permit fully compliant
24 rest breaks for every four hours or major fraction thereof worked and failure to pay an
25 additional hour of pay in lieu of providing a compliant rest period; (c) failure to provide
26 compliant meal periods and failure to pay an additional hour of pay in lieu of providing
27 compliant meal periods; (d) failure to provide accurate itemized wage statements; (e)
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1 failure to pay accrued and taken sick days; and (f) failure to pay all wages earned and owed
2 upon separation from Defendants' employ.

3 9. On information and belief, during the statutory class period and continuing
4 to the present, Defendants have had a consistent policy of failing to pay minimum wages
5 and overtime wages for hours worked while subject to the control of Defendants.

6 10. On information and belief, during the statutory class period and continuing
7 to the present, Defendants have had a consistent policy of failing to provide certain non-
8 exempt employees within the State of California, including Plaintiff, unfettered,
9 uninterrupted, duty free meal periods of at least (30) minutes per five hours worked and
10 failing to pay such employees one (1) hour of pay at the regular rate of compensation for
11 each workday a meal period was untimely, interrupted and/or not provided, as required
12 by California state wage and hour laws.

13 11. On information and belief, during the statutory class period and continuing
14 to the present, Defendants have had a consistent policy of failing to provide certain non-
15 exempt employees within the State of California, including Plaintiff, unfettered,
16 uninterrupted, duty free rest periods of at least (10) minutes per four (4) hours worked or
17 major fraction thereof and failing to pay such employees one (1) hour of pay at the regular
18 rate of compensation for each workday a rest period was untimely, interrupted and/or not
19 provided, as required by California state wage and hour laws.

20 12. On information and belief, during the statutory class period and continuing
26 to the present, Defendants have had a consistent policy of failing to pay wages for accrued
22 and taken sick days, as required by California state law.

23 13. On information and belief, during the statutory class period and continuing
24 to the present, Defendants have had a consistent policy of failing to timely pay wages upon
25 separation of employment.

26 14. On information and belief, during the statutory class period and continuing
27 to the present, Defendants have had a consistent policy of failing to provide accurate
28 itemized wage statements.

III. PARTIES

A. Plaintiff

15. Plaintiff MARTHA PADILLA was, at all times relevant to this action, a resident of California. Plaintiff was jointly employed by Defendants as a non-exempt employee working as a janitor In Turlock, California from approximately August 2018 to on or about September, 2021.

16. While employed with Defendants, Plaintiff and other similarly situated non-exempt employees were regularly required to and subsequently suffered:

- (a) to perform work subject to the control of the employer without being compensated at least minimum wages and/or overtime wages, all in violation of California labor laws, regulations, and the Industrial Welfare Commission Wage Order ("IWC");
- (b) without being permitted or authorized a minimum ten-minute rest period for every four hours or major fraction thereof worked and not compensated one (1) hour of pay at her regular rate of compensation for each workday that a rest period was not provided, all in violation of California labor laws, regulations, and the Industrial Welfare Commission Wage Orders ("IWC");
- (c) to work in excess of five hours per day without being provided meal periods and not compensated one (1) hour of pay at the regular rate of compensation for each workday that a meal period was not provided, all in violation of California labor laws, regulations, and the Industrial Welfare Commission Wage Orders ("IWC");
- (d) without being paid for accrued and taken sick days as required by Labor Code § 264;
- (e) not being paid all wages due upon separation from Defendants' employment; and
- (f) not being provided accurate itemized wage statements.

1 **B. Defendants**

2 17. Based on information and belief, defendant ALL IN ONE JANITORIAL
3 SERVICES, INC. (“Defendant ALL IN ONE”) was and is a California corporation with its principal
4 place of business in Stanislaus County, California. At all times relevant to this Complaint, Defendant
5 owned and operated its business in or around Turlock, California.

6 18. Based on information and belief, inter alia, defendant GOARETTE MARIE
7 DAVIS (“Defendant DAVIS”) (together with Defendant ALL IN ONE, “Defendants”) is an
8 individual who, on information and belief, has her principal place of residence in Stanislaus County,
9 California. At all times relevant herein, Defendant DAVIS was the Chief Executive Officer, Chief
10 Financial Officer, and Director of and operated and managed Defendant ALL IN ONE.

11 19. Other than identified herein, Plaintiff is unaware of the true names, capacities,
12 relationships and extent of participation in the conduct alleged herein, of the defendants
13 sued as DOES 1 through 20, but is informed and believes and thereon alleges that said
14 defendants are legally responsible for the wrongful conduct alleged herein and therefore
15 sues these defendants by such fictitious names. Plaintiff will amend this complaint when
16 their true names and capabilities are ascertained.

17 20. Plaintiff is informed and believe and thereon alleges that each Defendant,
18 directly or indirectly, or through agents or other persons, employed Plaintiff and other
19 similarly situated individuals, and exercised control over their wages, hours, and working
20 conditions. Plaintiffs are informed and believe and thereon allege that each defendant acted
26 in all respects pertinent to this action as the agent of the other defendants, carried out a joint
22 scheme, business plan or policy in all respects pertinent hereto, and the acts of each
23 defendant are legally attributable to the other defendants.

24 **IV. CLASS ACTION ALLEGATIONS**

25 21. Plaintiff seeks to bring this action as a class action under Code of Civil
26 Procedure section 382. The class Plaintiff seeks to represent is defined as follows: “All
27 individuals employed by Defendants as a non-exempt employee, however titled, in the State
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1 of California during the period commencing on the date that is four years preceding the
2 filing of this complaint.”

3 22. Ascertainable Class. The proposed class and subclass are ascertainable as
4 their members can be identified and located using information in Defendants’ payroll and
5 personnel records.

6 23. Common Questions of Law and Fact. This lawsuit is suitable for class
7 treatment because common questions of law and fact predominate over individual issues.
8 Common questions include, but are not limited to, the following: (1) whether Defendants
9 properly calculated and paid all amounts due to the Class Members for wages earned,
10 including minimum and overtime wages, under California law, (2) whether Defendants
11 violated the California Labor Code and/or IWC Wage Orders by withholding wages,
12 including minimum and overtime wages, from the Class Members, (3) whether Defendants
13 violated the California Labor Code and/or IWC Wage Orders by failing to provide the Class
14 Members with all required rest periods on a fully compliant basis; (4) whether Defendants
15 violated the California Labor Code and/or IWC Wage Orders by failing to provide the Class
16 Members with all required meal periods on a fully compliant basis; (5) whether Defendants
17 provided the Class Members with proper, itemized wage statements, (6) whether
18 Defendants timely paid the Class Members all wages due upon termination of employment,
19 (7) whether Defendants’ failure to timely pay all wages due upon termination of
20 employment was willful, (8) whether Defendant violated California Business and
26 Professions Code sections 17200, et seq., and (9) whether Defendants jointly employed the
22 Class Members.

23 24. Numerosity. The plaintiff class is so numerous that the individual joinder of
24 all members is impractical under the circumstances of this case. While the exact number of
25 class members is unknown to Plaintiff, Plaintiff is informed and believes the class consists
26 of at least 100 individuals.

27 25. Typicality. Plaintiff’s claims are typical of the claims of the class and subclass
28 members. Plaintiff suffered a similar injury as the other class members as a result of

1 Defendants' common practices regarding the calculation and payment of wages, including
2 minimum and overtime wages, provision of meal and rest breaks and/or compensation in
3 lieu thereof, payment for accrued and taken sick days, provision of wage statements, and
4 payment of wages due upon termination. In addition, Plaintiff will fairly and adequately
5 protect the interests of the class members. Plaintiff has no interests adverse to the interests
6 of the other class members.

7 26. Superiority. A class action is superior to other available means for the fair
8 and efficient adjudication of this controversy since individual joinder of all members of the
9 class is impractical. Class action treatment will permit a large number of similarly situated
10 persons to prosecute their common claims in a single forum simultaneously, efficiently, and
11 without the unnecessary duplication of effort and expense that numerous individual actions
12 would engender. Furthermore, as the damages suffered by each individual member of the
13 class may be relatively small, the expenses and burden of individual litigation would make
14 it difficult or impossible for individual members of the class to redress the wrongs done to
15 them, while an important public interest will be served by addressing the matter as a class
16 action. The cost to the court system of adjudication of such individualized litigation would
17 be substantial. Individualized litigation would also present the potential for inconsistent or
18 contradictory judgments. Finally, the alternative of filing a claim with the California Labor
19 Commissioner is not superior, given the lack of discovery in such proceedings, the fact that
20 there are fewer available remedies, and the losing party has the right to a trial de novo in
26 the Superior Court.

22 V. GENERAL ALLEGATIONS

23 27. Plaintiff is informed and believes, and based thereon alleges, that Defendants
24 jointly employ or employed Plaintiff and the Class Members in Stanislaus County and
25 throughout California during the class period. Plaintiff and Class Members were
26 compensated based upon an hourly rate and have at all relevant times been non-exempt
27 within the meaning of the California Labor Code and the implementing rules and
28 regulations of the IWC California Wage Orders.

1 28. Defendants, at all relevant times, maintained significant control over Plaintiff
2 and the Class Members, and over their working conditions.

3 29. The workload for Plaintiff and each Class Member was structured by
4 Defendants, and Plaintiff and the Class Members had no control over which tasks they were
5 to complete each day. Plaintiff and the Class Members were required to be on be working
6 and complete all work assigned to them regardless of the length of their shift.

7 30. Defendants had the power to train, discipline, supervise, and terminate
8 Plaintiff and the Class Members. Plaintiff and the Class Members dealt with Defendants
9 managerial and supervisory personnel on a daily basis and received their assignments from
10 Defendants.

11 31. The work performed by Plaintiff and the CLASS MEMBERS required no
12 specialized skill and is part of the regular business of Defendants.

13 32. Plaintiff is informed and believes that she and the Class Members were not
14 compensated for all time worked as Defendants would regularly suffer and permit Plaintiff
15 and Class Members to work off the clock, but Plaintiff and Class Members were not
16 compensated for hours worked off the clock. For example, Plaintiff and Class Members
17 were not compensated for hours worked off the clock by, among other things, management
18 unilaterally reducing employees' reported hours worked. As a result, Defendant failed to
19 pay Plaintiff and the Class Members for all hours worked at a rate no less than the applicable
20 minimum or overtime wage.

26 33. Plaintiff is informed and believes that she and the Class Members were not
22 properly compensated for all overtime worked as Defendants would fail to compensate
23 employees for all time worked or reduce time worked to eliminate overtime worked by
24 Plaintiff and the Class Members. As a result, Defendant failed to pay Plaintiff and the Class
25 Members for all overtime hours worked at the applicable overtime rate.

26 34. Plaintiff is informed and believes that Plaintiff and the Class Members were
27 caused to endure unprovided, untimely, shortened and/or interrupted meal periods of at
28 least thirty (30) minutes for many of the work days such employees worked more than five

1 hours (5) hours, and were not paid one (1) hour of premium wages as the regular rate of
2 compensation in lieu thereof, all in violation of the California Labor Code. Plaintiff and the
3 Class Members were required to take late or shortened meal periods when they received
4 any meal break at all, because Plaintiff and Class Members were required to remain on duty
5 at all times and did not leave sufficient time to take a fully-compliant meal period and still
6 complete their work. Further, Defendants would order them to either skip their lunch
7 (while still clocking out) or remain in communication with Defendants throughout their
8 meals. Accordingly, Plaintiff and the Class Members were not provided lawful meal
9 periods and were not provided with one hour of wages in lieu thereof under Defendants'
10 policies and practices.

11 35. Plaintiff is informed and believes that during the class period, Plaintiff and
12 the Class Members were consistently required to work in excess of four (4) hours (or major
13 fraction thereof) without receiving lawful ten (10) minute rest periods, and were not paid
14 one (1) hour of premium wages at the regular rate of compensation in lieu thereof, all in
15 violation of the California Labor Code. Plaintiff and the Class Members were required to
16 take short or late rest periods or missed rest periods completely because they were required
17 to remain on duty throughout their day, including breaks, which did not leave sufficient
18 time to take all required rest periods on a fully-compliant basis. Further, Defendants
19 directed Plaintiff and the Class Members would order them to either skip their breaks or
20 cut their breaks short and get back to work so as to complete all tasks within the Defendants'
26 provided time frame. Accordingly, Plaintiff and the Class Members were not provided
22 lawful rest periods and were not provided with one hour of wages in lieu thereof under
23 Defendants' policies and practices.

24 36. Upon information and belief, Defendants failed to provide accurate itemized
25 wage statements to Plaintiff and the Class Members as no wage statements were provided
26 or failed to accurately account for, inter alia, gross wages earned, total hours worked, and
27 net wages earned.
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40. Plaintiff incorporate by reference the allegations contained in paragraphs 1 through 39.

41. As alleged herein, Plaintiffs and the Class Members regularly worked hours for which they were not compensated by Defendants as required by California law, including hours worked off the clock, such as those hours worked while purportedly clocked out for meal periods, which resulted in an overall loss of compensable hours worked and underpayment of wages.

42. Pursuant to Labor Code §§ 1194 and 1194.2, Plaintiffs and the Class Members are entitled to recover all unpaid minimum wages and liquidated damages, plus attorney's fees and costs, in an amount to be proved at trial.

SECOND CAUSE OF ACTION

(Recovery of Unpaid Overtime Wages – Labor Code §§ 510 and 1194)

43. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 42.

44. As alleged herein, Plaintiff and the Class Members regularly worked overtime hours for which they were not compensated by Defendants as required by California law, including hours worked being lost due to Defendants' failure to compensate employees for all time worked, unpaid meal periods where Plaintiff and Class members were clocked out but were required to communicate with Defendants, and Defendants' reduction of time worked to eliminate overtime worked by Plaintiff and the Class Members. These policies of Defendants resulted in an overall loss of compensable overtime hours worked and underpayment of overtime wages.

45. Pursuant to Labor Code §§ 510 and 1194, Plaintiffs and the Class Members are entitled to recover all unpaid overtime wages, plus attorney's fees and costs, in an amount to be proved at trial.

THIRD CAUSE OF ACTION

(Failure to Provide Meal Periods or Compensation in Lieu Thereof -- Labor Code §§ 512 and 226.7)

1 46. Plaintiff incorporates by reference the allegations contained in paragraphs 1
2 through 45.

3 47. As alleged herein, Plaintiff and the Class Members regularly worked periods
4 of more than five hours in a workday without being provided a mandatory thirty-minute,
5 duty-free meal period. Defendant also failed to pay Plaintiff and the class members an
6 additional hour of wages at their regular rate for each workday a meal period was not
7 provided.

8 48. As a result, under Labor Code sections 512 and 226.7, Plaintiff and the Class
9 Members are entitled to one additional hour's pay for each day a meal period was missed, all
10 in an amount to be proved at trial.

11 **FOURTH CAUSE OF ACTION**

12 (Failure to Provide Rest Periods or Compensation in Lieu Thereof -- Labor Code § 226.7)

13 49. Plaintiff incorporates by reference the allegations contained in paragraphs 1
14 through 48.

15 50. As alleged herein, Defendants failed to provide Plaintiffs and the Class
16 Members all required and/or fully compliant rest periods, or compensation in lieu thereof.
17 Defendants employed policies and procedures that ensured Plaintiffs and the Class Members
18 would not receive all legally required rest periods, as Defendants did not authorize and permit
19 all required rest periods in strict accordance to, and in compliance with, the timing requirements
20 of all applicable Wage Orders. Defendants similarly employed policies and procedures that
26 rendered rest breaks non-compliant with the requirements of California law by, inter alia, failing
22 to relieve Plaintiffs and the Class Members of all duties and all employer control. Defendants
23 further employed policies and procedures ensuring Plaintiffs and the Class Members did not
24 receive premium wages to compensate them for workdays they did not receive all legally
25 required and fully compliant rest periods.

26 51. Defendants failed to provide Plaintiffs and the Class Members with all required
27 rest periods, or with compensation in lieu thereof. As a result, under Labor Code section 226.7,
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1 Plaintiffs and the Class Members are entitled to one additional hour's pay for each day a rest
2 period was missed or was not fully compliant, all in an amount to be proved at trial.

3 **FIFTH CAUSE OF ACTION**

4 (Failure to Provide Sick Day Pay -- Labor Code § 246)

5 52. Plaintiff incorporates by reference the allegations contained in paragraphs 1
6 through 51.

7 53. As alleged herein, Plaintiffs and the Class Members worked in California for
8 Defendants for 30 or more days within a year from the commencement of employment
9 making them eligible and entitled to paid sick days pursuant to Labor Code § 246 in amounts
10 of no less than 24 hours of accrued sick leave or paid time off by the 120th calendar day of
11 employment or each calendar year, or in each 12-month period. However, Plaintiffs and the
12 Class Members who took the eligible paid sick days required by statute, did not receive the
13 requisite pay for those paid sick days.

14 54. Pursuant to Labor Code § 246, Plaintiffs and the Class Members are entitled
15 to recover all taken and unpaid sick day pay for days on which they were eligible and not
16 provided pay, entitling them to damages, plus attorney's fees and costs, in an amount to be
17 proved at trial.

18 **SIXTH CAUSE OF ACTION**

19 (Failure to Provide Accurate Wage Statements - Labor Code § 226)

20 55. Plaintiff incorporates by reference the allegations contained in paragraphs 1
26 through 54.

22 56. As alleged herein, Defendants knowingly and intentionally failed to provide
23 Plaintiff and the class members with proper, itemized wage statements by, inter alia, failing
24 to fully and accurately report, inter alia, gross wages earned, total hours worked, net wages
25 earned, and all applicable hourly rates in effect during the pay period and all hours worked
26 at each rate.

27 57. Accordingly, under Labor Code § 226, Plaintiffs and the Class Members each
28 are entitled to statutory penalties in the amount of \$50.00 for the initial pay period in which

1 a violation occurred, and \$100.00 for each subsequent pay period in which a violation
2 occurred, up to an aggregate penalty of \$4,000.00 per employee, plus attorney's fees and
3 costs, all in an amount to be proved at trial.

4 **SEVENTH CAUSE OF ACTION**

5 (Waiting Time Penalties – Labor Code §§ 201, et seq.)

6 58. Plaintiff incorporates by reference the allegations contained in paragraphs 1
7 through 57.

8 59. The California Labor Code provides that, at the time of termination of
9 employment, the employer must pay an employee all wages due and owing within the time
10 frames set forth in Labor Code sections 201, et seq. As alleged herein, Defendants willfully
11 failed to pay Plaintiffs and the Class Members who no longer are employed with Defendants
12 all wages due and owing within the deadlines set forth in Labor Code sections 201, et seq.

13 60. Under Labor Code section 203, Plaintiff and the Class Members who no
14 longer are employed with Defendants are entitled to recover waiting time penalties of up to
15 30 days' pay, plus attorney's fees and costs, in an amount to be proved at trial.

16 **EIGHTH CAUSE OF ACTION**

17 (Violation of Unfair Competition Law – Bus. & Prof. Code §§ 17200, et seq.)

18 61. Plaintiff incorporates by reference the allegations contained in paragraphs 1
19 through 60.

20 62. As alleged herein, Defendants' failure to, inter alia, pay all wages earned,
26 including minimum and overtime wages, and failure to pay premium wages in lieu of
22 missed or non-compliant meal and rest periods, all in violation of the Labor Code and Wage
23 Orders, constitutes an unlawful, unfair or fraudulent business act or practice, in violation of
24 Business & Professions Code §§ 17200, et seq.

25 63. Pursuant to Business & Professions Code § 17203, Plaintiff and the Class
26 Members are entitled to restitution of all unpaid wages and other sums owed, plus
27 attorney's fees and costs, in an amount to be proved at trial.

NINTH CAUSE OF ACTION
Violation of Personal Attorney General Act (PAGA) [Labor Code §2699]
(Against All Defendants)

64. Plaintiff incorporates by reference and re-alleges as if fully stated herein the material allegations set out above in the preceding paragraphs.

65. Plaintiff, as a result of her employment with Defendants, is an aggrieved employee for purposes of this Complaint with standing to bring an action under PAGA.

66. As a result of the acts alleged above, Plaintiff seeks penalties under California Labor Code sections 2698, 2699 and 2699.3 et seq. because of Defendants' violation of California Labor Code sections 201-204, 226, 226.7, 510, 512, and 1194.

67. For each such violation, Plaintiff, on behalf of herself and other Class Members, seek penalties in an amount according to proof at the time of trial based on the following formula: (1) \$100 for the initial violation per employee per pay period; (2) \$200 for each subsequent violation per employee per pay period.

68. Labor Code sections 1194.2 and 1197.1 authorizes employees to recover liquidated damages in an amount equal to the wages unlawfully withheld and interest thereon. Labor Code 1197.1 also authorized civil penalties as follows: \$100 for any initial violation intentional committed per employee per pay period in which a violation occurs, and \$250 per subsequent violation per employee per pay period in which a violation occurs, regardless of whether the first violation was intentional.

69. As set forth above, Defendants failed to pay Plaintiff and aggrieved employees minimum wages for all hours worked. Accordingly, Plaintiff and the Class Members are entitled to recover liquidated damages per Labor Code sections 1194 and 1197 through PAGA.

70. In addition, Plaintiff failed to provide Plaintiff and all aggrieved employees with itemized wages statements in compliance with Labor Code section 226(a). Plaintiff seeks separate PAGA penalties for Defendants' violation of Labor Code sections 226(a), 226(e), and 226.3. Said penalties are as follows:

- i. Labor Code § 226: \$50 per initial violation per employee per pay period and \$100 per subsequent violation per pay period, with a \$4000 maximum aggregate penalty per employee; and
- ii. Labor Code 226.3: \$250 per employee per initial violation and \$ 1,000 per subsequent violation per employee per pay period.

71. Plaintiff additionally seeks a reasonable attorney's fees and costs pursuant to California Labor Code section 2699(g)(1).

72. Plaintiff has complied with all requirements set forth in Labor Code section 2699.3 et seq. to bring and amend this civil action. On or about April 15, 2022 Plaintiff gave written notice by certified mail of the specific violations of the Labor Code to the Labor and Workforce Development Agency and Defendant ALL IN ONE JANITORIAL SERVICES, INC. The Agency has not provided any written notice of its intention to investigate the claimed violations within 65 calendar days of the postmark date of the notice.

73. This claim under Labor Code section 2699 and 2699.3 et seq. does not require class certification as it is brought under the special Private Attorney General Act provisions.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against Defendants, jointly and severally, as follows:

a) Class Certification

- i) For an order certifying the case as a class action;
- ii) For an order that Plaintiff be certified as the class representative; and
- iii) For an order that Plaintiff's counsel be certified as class counsel.

b) On the First Cause of Action

- i) For compensatory and liquidated damages for unpaid minimum wages according to proof; and
- ii) For prejudgment interest as permitted by law.

c) On the Second Cause of Action

1 i) For compensatory damages for unpaid overtime wages according to
2 proof; and

3 ii) For prejudgment interest as permitted by law.

4 **d) On the Third Cause of Action**

5 i) For compensatory damages for unpaid premium wages for missed
6 meal periods according to proof; and

7 ii) For prejudgment interest as permitted by law.

8 **e) On the Fourth Cause of Action**

9 i) For compensatory damages for unpaid premium wages for missed
10 rest periods according to proof; and

11 ii) For prejudgment interest as permitted by law.

12 **f) On the Fifth Cause of Action**

13 i) For compensatory damages and/or statutory penalties for accrued,
14 taken and unpaid sick days according to proof;

15 ii) For an order requiring Defendants to comply with Labor Code
16 section 246; and

17 iii) For prejudgment interest as permitted by law.

18 **g) On the Sixth Cause of Action**

19 i) For compensatory damages and/or statutory penalties for inaccurate
20 wage statements according to proof;

26 ii) For an order requiring Defendants to comply with Labor Code
22 section 226(a); and

23 iii) For prejudgment interest as permitted by law.

24 **h) On the Seventh Cause of Action**

25 i) For waiting time penalties for failure to pay wages due on
26 termination according to proof;

27 ii) For damages for unpaid wages earned prior to termination of
28 employment in an amount according to proof; and

iii) For prejudgment interest as permitted by law.

i) **On the Eighth Cause of Action**

i) For restitution of all amounts wrongfully withheld from Plaintiff and the Class Members; and

ii) For prejudgment interest as permitted by law.

j) **On the Ninth Cause of Action**

i) Penalties Pursuant to Labor Code sections 2698 and 2699.

k) **On All Causes of Action**

i) For judgment in favor of Plaintiff and the Class;

ii) For reasonable attorney's fees and costs of suit; and

iii) For such other and further relief as the Court deems just and proper.

Dated: 8/9/2023

MAKAREM & ASSOCIATES, APLC

By: Daniel Bass
Ronald W. Makarem
Daniel J. Bass
Attorneys for Plaintiff, individually
and on behalf of all others similarly
situated

DEMAND FOR JURY TRIAL

Plaintiff and the Class Members request a jury trial in this matter.

Dated: 8/9/2023

MAKAREM & ASSOCIATES, APLC

By: Daniel Bass
Ronald W. Makarem
Daniel J. Bass
Attorneys for Plaintiff, individually
and on behalf of all others similarly
situated