

February 6, 2025

VIA ONLINE SUBMISSION

Stewart Knox, Secretary
California Labor & Workforce
Development Agency
800 Capitol Mall, Suite 5000 (MIC-55)
Sacramento, CA 95814

VIA CERTIFIED MAIL

Environment Control Central Cal, Inc.
Attn: Human Resources
148 N. Akers Street
Visalia, CA 93291

Environment Control Central Cal, Inc.
Attn: Legal Department
148 N. Akers Street
Visalia, CA 93291

Environment Control Central Cal, Inc.
Attn: Legal Department
P.O. Box 6445
Visalia, CA 93290

**NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO CALIFORNIA LABOR
CODE SECTION 2698, ET SEQ.**

To: The California Labor and Workforce Development Agency; Environment
Control Central Cal, Inc.

From: Ms. Marisol Murillo, on behalf of herself and all other current and former hourly
nonexempt employees for violations of the California Labor Code

To Whom It May Concern:

Abramson Labor Group has been retained by former employee Ms. Marisol Murillo (“Ms. Murillo”) to seek compensation and all other available relief, including civil penalties on her behalf and on the behalf of all those similarly aggrieved (collectively with Ms. Murillo, “Claimants”) who have been injured by Environment Control Central Cal, Inc.’s (“Environment Control”) violations of the California Labor Code. Ms. Murillo, on behalf of herself and all other similarly aggrieved current and former hourly nonexempt employees of Environment Control, intends to seek civil penalties, attorneys’ fees, costs, and other available relief for violations of the California

Labor Code, which are recoverable under sections 2698, *et seq.* of the Labor Code Private Attorneys General Act of 2004 (“PAGA”).

Factual Statement:

Environment Control operates a commercial cleaning business offering the following services: full service janitorial, carpet cleaning, day porter, disinfection, lighting replacements, pressure washing, hard floor care, restroom supplies, and window washing.

Claimant Ms. Murillo worked for Environment Control as an hourly, nonexempt employee in the position of Cleaner, earning \$17.00 per hour from approximately November 29, 2018 through approximately October 6, 2024. Ms. Murillo, on behalf of herself and all other similarly aggrieved current and former employees in California in various positions, are or were engaged in providing cleaning services to commercial customers in commercial spaces like offices, factories, and warehouses. Claimant and other hourly, nonexempt employees, collectively, “hourly nonexempt employees,” are or were assigned to and required to suffer and permitted to work—some without pay—while performing tasks collectively including, but not limited to, holding keys for all office locations; general cleaning, dusting, vacuuming, and mopping of office spaces, including factory spaces; taking out trash; cleaning bathrooms and refilling toilet paper, seat covers, and paper towels.

Claimant Ms. Murillo regularly worked 5-6 days per week for 8 hours or more hours per day. During the entire course of her employment, Environment Control failed to provide Ms. Murillo and continues to fail to provide those similarly aggrieved with some overtime pay and compliant meal periods and rest breaks. Environment Control has also failed to pay minimum wages to Ms. Murillo and other hourly, nonexempt employees in violation of Labor Code sections 510, 1194, 1197, and 1182.12, and section 4 of IWC Wage Order No. 5-2001. As a consequence, Environment Control has failed to comply with Labor Code sections 226.7, 510, and 512, and sections 3, 11, and 12 of all applicable Industrial Welfare Commission (“IWC”) Wage Orders, including but not limited to, IWC Wage Order No. 5-2001. In violation of Labor Code sections 510, 1194, 1197, and 1182.12, Environment Control has failed to compensate Claimants at a rate of one and one-half (1.5) times their regular rate for all hours worked over eight (8) hours per workday and the first eight (8) hours worked on the seventh day of a workweek and at two (2) times their regular rate for hours worked over twelve (12) hours per workday and eight (8) hours on the seventh day of a workweek.

Environment Control has also failed and continues to fail to pay all wages owed every pay period in violation of Labor Code section 204. Likewise, Environment Control has failed and continues to fail to provide timely, accurate wage statements to Ms. Murillo and other aggrieved persons in violation of Labor Code section 226(a). With regard to those no longer employed by Environment Control, including Ms. Murillo, Environment Control has violated Labor Code section 203 by failing to pay all wages due upon separation. Environment Control has failed and continues to fail to fully reimburse Claimants for all necessary, business-related expenses and losses they incurred, including, but not limited to, all costs incurred for cell phone expenses such violations are ongoing, systematic, and continuous. Ms. Murillo intends to bring an action against

Environment Control under the Private Attorneys General Act (“PAGA”) to recover wages and penalties as provided by California law.¹

Theories of Labor Code Violations and Remedies:

Claimant Ms. Murillo was employed by Environment Control from approximately November 29, 2018 through approximately October 6, 2024 as a Cleaner. For a period of at least four (4) years prior to February 2025, but for our purposes here, one (1) year prior, Environment Control has violated and continues to violate the California Labor Code sections as detailed below.

Claimants also were at all times entitled to payment of **minimum wages**. Environment Control has failed and continues to fail to pay Claimants minimum wages for all hours worked as required by Labor Code sections 510, 1194, and 1194.2 and section 4 of IWC Wage Order No. 5-2001. First, Defendant Claimants worked a substantial amount of time while off-the-clock—meaning they were not punched in for work—and therefore, those working hours were not recorded and then compensated. This off-the-clock time primarily occurred because (1) Claimants were required to complete all of their work within their scheduled shifts and prior to going into overtime (eight hours), so they would clock out at eight hours and continue any remaining tasks and (2) Claimants would clock out for meal periods but would continue working to ensure that they completed all assigned work for the shift within their scheduled shift times of eight hours. Claimants’ off-the-clock time was never subsequently added and, therefore, uncompensated. Accordingly, Claimants were not paid for that time spent working off the clock. In effect, these policies and practices cause Claimants to work off the clock through their meal periods and rest breaks and after their shifts, and therefore, constitute a failure on Environment Control’s part to provide both minimum wages and compliant meal periods and rest breaks. With that, Environment Control’s corresponding failure to provide premium pay at the correct regular rate, if any premiums were paid at all, in lieu of compliant meal periods and rest breaks constitutes Environment Control’s failure to pay minimum wages and all hours worked every pay period and upon separation in violation of Labor Code sections 201, 202, 203, 204, 226(a), 510, 1182.12, 1194, and 1197. Environment Control’s failure to pay Claimants their meal period and rest break premiums for noncompliant meal periods and rest breaks, as explained in further detail below, also constitutes a failure to pay minimum wages to Claimants. Therefore, Claimants are entitled to recover wages

¹ Without limitation, Ms. Murillo, if permitted, will seek any and all penalties otherwise capable of being collected by the Commission. This includes each provision as set forth in Labor Code section 2699.5 as follows:

The provisions of subdivision (a) of Section 2699.3 apply to any alleged violation of the following provisions: subdivision (k) of Section 96, Sections 98.6, 201, 201.3, 201.5, 201.7, 202, 203, 203.1, 203.5, 204, 204a, 204b, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, and 212, subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, and 224, subdivision (a) of Section 226, Sections 226.7, 227, 227.3, 230, 230.1, 230.2, 230.3, 230A, 230.7, 230.8, and 231, subdivision (c) of Section 232, subdivision (c) of Section 232.5, Sections 233, 234, 351, 353, and 403, subdivision (b) of Section 404, Sections 432.2, 432.5, 432.7, 435, 450, 510, 511, 512, 513, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, and 1153, subdivisions (c) and (d) of Section 1174, Sections 1194, 1197, 1197.1, 1197.5, and 1198, subdivision (b) of Section 1198.3, Sections 1199, 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695, subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, and 1700.47, paragraphs (1), (2), and (3) of subdivision (a) of, and subdivision (e) of, Section 1701.4, subdivision (a) of Section 1701.5, Sections 1701.8, 1701.10, 1701.12, 1735, 1771, 1774, 1776, 1777.5, 1811, 1815, 2651., and 2673, subdivision (a) of Section 2673.1, Sections 2695.2, 2800, 2801, 2802, 2806, and 2810, subdivision (b) of Section 2929, and Sections 3095, 6310, 6311, and 6399.7.

and/or penalties as provided by Labor Code section 1197.1 and section 20 of IWC Wage Order No. 5-2001.

Claimants were at all times entitled to unpaid off-duty, uninterrupted **meal periods**. As explained in the preceding paragraph, Environment Control failed to authorize and permit timely, full-length meal periods for Ms. Murillo and all other similarly aggrieved employees as required by Labor Code sections 226.7 and 512 and section 11 of IWC Wage Order No. 5-2001. Ms. Murillo and Claimants simply were not able to take their meal periods because Claimants were required to complete all of their assigned locations within their scheduled shift hours such that they do not work overtime; this expectation—to not work overtime—made it impossible to take meal periods and complete all work before exceeding eight hours in a shift. As a result, Environment Control did not compensate Claimants with an extra hour of pay at the regular rate for noncompliant meal periods for each workday on which they occurred. Accordingly, since Environment Control required Ms. Murillo and others similarly situated to work during their meal periods in violation of Labor Code sections 226.7(a) and 512, Claimants seek all available penalties as set forth in Labor Code sections 558, section 20 of IWC Wage Order No. 5-2001, and 2699(f).

Claimants were at all times entitled to take paid, off duty 10-minute **rest breaks**. However, for the same reasons cited in the preceding paragraph regarding meal periods, Environment Control likewise failed to authorize and permit Ms. Murillo and all other similarly aggrieved employees to take full-length, off-duty rest breaks as required by Labor Code sections 226.7 and section 12 of IWC Wage Order No. 5-2001. Claimants were not able to take their requisite number of 10-minutes rest breaks based on their shift duration; in these instances, Claimants regularly worked through their rest breaks as a standard practice and direction from Environment Control. Ms. Murillo and Claimants simply were not able to take their rest breaks because Claimants were required to complete all of their assigned locations within their scheduled shift hours such that they do not work overtime; this expectation—to not work overtime—made it impossible to take rest breaks and complete all work before exceeding eight hours in a shift. Environment Control did not compensate Claimants with an extra hour of pay at the regular rate for noncompliant rest breaks for each workday on which they occurred. Therefore, Claimants are entitled to recover wages and/or penalties as provided by Labor Code section 558 and section 20 of IWC Wage Order No. 5-2001. Furthermore, since Environment Control required their hourly nonexempt employees to perform work during rest periods in violation of Labor Code section 226.7(b), Claimants seek all available penalties set forth in Labor Code sections 558 and 2699.

At all times relevant herein, Claimants were entitled to the payment of **overtime**. That is, pursuant to Labor Code sections 510, 1194, 1197, and 1182.12, Environment Control was required to compensate Claimants at a rate of one-and-one-half (1.5) times their regular rate for all hours worked over eight (8) hours per workday and the first eight (8) hours worked on the seventh day of a workweek and at two (2) times their regular rate for hours worked over twelve (12) hours per workday and eight (8) hours on the seventh day of a workweek. Ms. Murillo and Claimants regularly worked overtime hours. Environment Control has failed to and continues to fail to pay Claimants overtime wages owed for off-the-clock time worked that should have been compensated as overtime, yet regularly required them to work these overtime hours without premium pay under Labor Code section 1194. In short, during the entire course of their employment, Environment Control failed to provide Ms. Murillo and continues to fail to provide all others similarly situated

with all overtime pay in violation of 226.7, 510, and 512 and all applicable IWC Wage Orders, including but not limited to IWC Wage Order 5-2001, section 3.

Pursuant to Labor Code sections 201–203, Claimants who have since separated from Environment Control, including Ms. Murillo, were entitled to be paid all **wages owed upon separation** within the statutorily allotted time—immediately (resignation with notice and termination) or within seventy-two (72) hours (resignation without notice). Claimants, including Ms. Murillo, did not receive her final pay of all wages within the requisite time based on the circumstances of her separation based on Environment Control’s prior failings to pay all wages owed every pay period, including but not limited to minimum wage, overtime, and meal and rest premiums owed and for all hours worked, as explained above.

Claimants were at all times entitled to be provided timely and accurate **wage statements** from Environment Control pursuant to Labor Code section 226. First, Ms. Murillo’s wage statements read “Tim Hofer, Inc. d/b/a Environment Control” rather than providing the correct legal name of Defendant— Environment Control Central Cal, Inc. Second, because Environment Control failed to pay Claimants all of their meal period and rest break premiums for noncompliant meal periods and rest breaks and failed to pay Claimants minimum wages for all hours worked before, during, and after their shifts and for all overtime wages due, Claimants’ wage statements were inaccurate in reflecting meal period and rest break premiums owed, overtime and minimum wages, and all hours worked every pay period. As a consequence, Claimants’ wage statements also do not reflect the accurate amount of net and gross wages owed. Accordingly, Claimants seek all available penalties as set forth in Labor Code sections 226(e) and 2699.

Finally, Claimants were entitled to be reimbursed by Environment Control for all necessary, **business-related expenses** they incurred in executing their duties for Environment Control. California Labor Code section 2802 provides that “An employer shall indemnify her or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of her or her duties, or of her or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful.” Environment Control, however, has failed to fully reimburse Ms. Murillo and Claimants for all necessary, business-related expenses and losses they incurred, including, but not limited to, all costs incurred for the expenses associated with the use of their personal cell phones, which were required to clock in and out for their shifts on the UKG smart phone application and to communicate with supervisors during their shifts. Accordingly, Claimants are entitled to recover their unreimbursed expenditures and losses pursuant to Labor Code section 2802.

Environment Control’s uniform failure to pay minimum and overtime wages, failure to authorize and permit full-length, off-duty meal periods and rest breaks or pay Claimants adequate premium compensation in lieu thereof, failure to keep accurate time records, failure to furnish timely and accurate wage statements, failure to reimburse all necessary, business-related expenses, and failure to pay all wages owed upon separation all violate Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512, 1182.12, 1194, 1197, and 2802 and as such, penalties are recoverable as set forth in Labor Code sections 210, 1194, *et seq.*, and 2699.

Claimants are entitled to recover unpaid wages, with interest, and are entitled to an award of attorneys’ fees as permitted by Labor Code section 1194, other penalties as permitted by Labor Code sections 210 and 2699, and waiting time penalties for former employees pursuant to Labor Code section 203.

Accordingly, Claimants seek the remedies set forth in the above-referenced Labor Code sections for themselves, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 2699(a), 2699.3(a), 2699.3(c), and 2699.5, Ms. Murillo, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for themselves, all other aggrieved employees, and the State of California against Environment Control for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1182.12, 1194, 1197, 1197.1, and 2802.

Should you require any additional information, please feel free to contact me.

Sincerely,

ABRAMSON LABOR GROUP

A handwritten signature in black ink that reads "Cheryl Kenner". The signature is written in a cursive, flowing style.

Cheryl A. Kenner