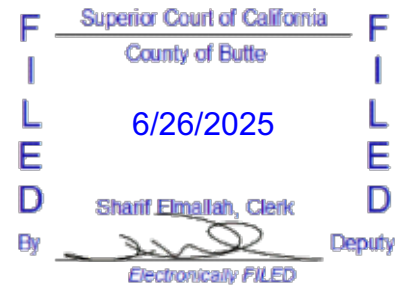


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Attorneys for Plaintiff and the State of California

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF BUTTE**

RAY CUEVAS, on behalf of himself and all
others similarly situated,

Plaintiff,

v.

CLEANRITE, INC., a California Corporation;
and DOES 1-50, inclusive.

Defendants.

CASE NO.: 25CV01087

**FIRST AMENDED PAGA ACTION
COMPLAINT:**

(1) PENALTIES UNDER THE PRIVATE
ATTORNEYS GENERAL ACT
("PAGA")

DEMAND FOR JURY TRIAL

1 Plaintiff Ray Cuevas (“Plaintiff”), on behalf of himself and all other similarly situated
2 aggrieved employees, alleges and complains of Defendant Cleanrite, Inc. *dba* Cleanrite Corporation
3 (“Defendant”) and DOES 1 to 50 (collectively, “Defendants”) and each of them, as follows:

4 **INTRODUCTION**

5 1. Defendant provides cleaning and maintenance services. Defendant offers
6 reconstruction and repair services for damage caused by wind, water, mold, fire, and smoke.

7 2. Plaintiff brings this PAGA action against Defendant for alleged violations of the
8 California Labor Code and Business and Professions Code.

9 3. As set forth below, Plaintiff alleges that Defendant failed to pay for all hours worked
10 due to its failure to record and pay for all time worked on-call and standby time. Plaintiff further
11 alleges that Defendant failed to pay all overtime and sick pay compensation at the proper legal rates
12 by failing to properly calculate the “regular rate of pay.” Moreover, Plaintiff alleges that Defendant
13 failed to pay all wages in a timely manner in violation of Labor Code § 204. Next, Plaintiff alleges
14 that Defendant’s meal and rest period policies and practices failed to allow and permit similarly
15 situated employees to take all compliant and timely meal and rest periods or pay premium wages at
16 the “regular rate of pay” in lieu thereof. Plaintiff further alleges that Defendant failed to provide
17 aggrieved employees with accurate written itemized wage statements in violation of Labor Code §
18 226(a), failed to reimburse all necessary business expenses incurred, and failed to timely pay all final
19 wages upon separation of employment in violation of Labor Code §§ 201-203. Plaintiff also brings a
20 claim for civil penalties based on the foregoing Labor Code violations under the Private Attorney
21 General Act (“PAGA”).

22 4. Based on these alleged Labor Code violations, Plaintiff now brings this PAGA action
23 to recover unpaid wages, restitution, penalties, and other related relief on behalf of herself and all
24 others similarly situated.

25 **JURISDICTION AND VENUE**

26 5. Plaintiff, on behalf of himself and all other similarly situated employees hereby bring
27 this PAGA action for recovery of civil penalties for violations of California Labor Code §§ 201-203,
28 204, 210, 221, 226(a), 226(e), 226.3, 226.7, 227.3, 246, 510, 512, 516, 1174, 1174.4, 1194, 1194.2,

1 1197.1, 1199, 2802-2804, and applicable Industrial Welfare Commission Wage Orders (“Wage
2 Orders”), in addition to seeking declaratory relief and restitution pursuant to California Business and
3 Professions Code § 17200, *et seq.*

4 6. This PAGA action is brought pursuant to California Code of Civil Procedure § 382.

5 7. This Court has jurisdiction over Defendant’s violations of the California Labor Code
6 and applicable Wage Orders because the amount in controversy exceeds this Court’s jurisdictional
7 minimum.

8 8. Venue is proper in this judicial district pursuant to California Code of Civil Procedure
9 §§ 395(a) and 395.5, Defendant operates in California within the County of Butte, and Defendant is
10 within the jurisdiction of this Court for purposes of service of process.

11 **PARTIES**

12 9. At all relevant times herein, Plaintiff, who is over 18, was and currently is a California
13 resident residing in the State of California.

14 10. Plaintiff is informed, believes, and alleges that Defendants are authorized to do
15 business within the County of Butte and is and/or was the legal employer of Plaintiff and the
16 aggrieved employees during the applicable statutory periods. Plaintiff was, and is, a victim of
17 Defendants’ policies and/or practices complained of herein and has been deprived of the rights
18 guaranteed to him by California Labor Code §§ 201-203, 204, 210, 221, 226(a), 226(e), 226.3, 226.7,
19 227.3, 246, 510, 512, 516, 1174, 1174.4, 1194, 1194.2, 1197.1, 1199, 2802-2804, and the California
20 Business and Professions Code § 17200 *et seq.*, and applicable Wage Orders.

21 11. Plaintiff is informed and believes, and based thereon alleges, that during the four years
22 preceding the filing of the Complaint and continuing to the present, Defendants did (and continue to
23 do) business in the State of California, County of Butte.

24 12. Plaintiff does not know the true names or capacities, whether individual, partner, or
25 corporate, of the Defendants sued herein as DOES 1 to 50, inclusive, and for that reason, said
26 Defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to
27 amend this Complaint when such true names and capacities are discovered. Plaintiff is informed, and
28 believes, and thereon alleges, that each of said fictitious Defendants, whether individual, partners, or

1 corporate, were responsible in some manner for the acts and omissions alleged herein and proximately
2 caused Plaintiff and the aggrieved employees to be subject to the unlawful employment practices
3 alleged herein.

4 13. Plaintiff is informed, and believes, and thereon alleges, that at all times mentioned
5 herein, Defendants were and are the employers of Plaintiff and all aggrieved employees. At all times
6 herein mentioned, each of said Defendants participated in the doing of the acts hereinafter alleged to
7 have been done by the named Defendants. Furthermore, the Defendants, and each of them, were the
8 agents, servants, and employees of each and every one of the other Defendants, as well as the agents
9 of all Defendants, and at all times herein mentioned, were acting within the course and scope of said
10 agency and employment. Defendants, and each of them, approved of, condoned, and/or otherwise
11 ratified each and every one of the acts or omissions complained of herein.

12 14. At all times mentioned herein, Defendants, and each of them, were members of and
13 engaged in a joint venture, partnership, and common enterprise and acting within the course and
14 scope of and in pursuance of said joint venture, partnership, and common enterprise. Further, Plaintiff
15 alleges that all Defendants were joint employers for all purposes of Plaintiff and aggrieved
16 employees.

17 **COMMON FACTUAL ALLEGATIONS**

18 15. Defendant provides cleaning and maintenance services. Defendant offers
19 reconstruction and repair services for damage caused by wind, water, mold, fire, and smoke.

20 16. Plaintiff worked for Cleanrite as a non-exempt employee in the position of "Fleet
21 Coordinator" from September 30, 2019, to January 24, 2025. Based in Chico, California, he
22 performed essential duties integral to the company's operations.

23 17. Alongside Plaintiff, other aggrieved employees—including but not limited to
24 Cleaning Technician, Fleet Coordinator, Water Mitigation Technician, Construction Technician,
25 Lead Construction Technician, and Warehouse Coordinator —played a critical role in supporting
26 Defendant's daily operations and overall success across California.

27 18. Plaintiff and other aggrieved employees were responsible for a wide range of tasks
28 critical to the company's operations, such as repair, cleaning, construction, and overall maintenance

1 duties. Their work ensured the effective operation of Defendant's assets. Despite the essential nature
2 of their contributions, Plaintiff and other aggrieved employees allege that Defendant failed to comply
3 with California labor laws, including but not limited to accurate timekeeping, proper wage payment,
4 and provision of meal and rest periods, as set forth below.

5 19. At all relevant times, Plaintiff and other aggrieved employees regularly worked
6 various shifts, many of which were more than 8.0 hours in a workday and 40.0 hours in a workweek.
7 Plaintiff alleges that other aggrieved employees were also subjected to the same policies, procedures,
8 practices, working conditions, and corresponding wage and hour violations to which he was subjected
9 during his employment.

10 20. First, at all relevant times, Defendant has consistently failed to accurately record and
11 pay for all time worked, including the time aggrieved employees were under the employer's control.
12 This included a policy and practice of failing to properly record aggrieved employees' time worked,
13 including all time spent working on-call and standby time. As a result of this company-wide
14 policy/practice, Plaintiff and other aggrieved employees are not compensated for all the hours that
15 they work and all of the overtime hours they work, in violation of Labor Code §§ 204, 210, 510,
16 1194, 1197.1, 1199, and applicable Wage Orders.

17 21. As a result, over a period of time, Plaintiff and other aggrieved employees were not
18 properly paid for all hours worked in violation of Cal. Labor Code §§ 204, 210, 1194, 1197.1, 1199,
19 and applicable Wage Orders. Additionally, due to the unlawful timekeeping policy/practices, Plaintiff
20 and other aggrieved employees were not properly paid at the correct overtime rate for hours worked
21 in excess of eight hours per shift in violation of Labor Code § 510.

22 22. Labor Code § 1197.1 authorizes employees who are paid less than the minimum fixed
23 by an applicable state or local law or by an order of the commission a civil penalty, restitution of
24 wages, and liquidated damages as follows: (1) for any initial violation that is intentionally committed,
25 one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee
26 is underpaid....[and] (2) [f]or each subsequent violation for the same specific offense, two hundred
27 fifty dollars (\$250) for each underpaid employee for each pay period for which the employee is
28 underpaid regardless of whether the initial violation was intentionally committed.

1 23. Labor Code § 510 requires an employer to compensate an employee who works more
2 than eight (8) hours in one workday, forty (40) hours in a workweek, and for the first eight (8) hours
3 worked on the seventh consecutive day, no less than one and one-half times (1 1/2) the regular rate of
4 pay. In addition, Labor Code § 510 obligates employers to compensate employees at no less than
5 twice the regular rate of pay when an employee works more than twelve (12) hours in a workday or
6 more than eight (8) hours on the seventh consecutive day of work. Pursuant to Section 3 of the
7 applicable Wage Orders, aggrieved employees shall not be employed more than eight (8) hours in
8 any workday or more than 40 hours in any workweek unless the employee receives one and one-half
9 (1 1/2) times such employee's regular rate of pay for all hours worked over 40 hours in the workweek.

10 24. Furthermore, at all relevant times, Plaintiff and other aggrieved employees worked
11 regular shifts that lasted longer than 8.0 hours in a workday and resulted in aggrieved employees
12 regularly working more than 40 hours in a workweek. However, Defendant failed to properly
13 calculate and pay overtime wages at the proper legal rate due to Defendant's uniform failure to
14 include all forms of compensation/remuneration, including, but not limited to, non-discretionary
15 bonuses, stipends, commissions, incentives, shift pay, and all other forms of remuneration in
16 calculating the "regular rate of pay" for purposes of overtime compensation.

17 25. Under the California Labor Code (as well as the FLSA), courts have consistently held
18 that regularly paid non-discretionary bonuses (and other forms of pay) must be included in
19 determining an employee's "regular rate of pay" for purposes of calculating overtime. (See *Haber v.*
20 *The Americana Corp.* 378 F. 2d 854, 855-856 (9th Cir. 1967) [holding that regularly paid efficiency
21 bonuses must be included in calculating the "regular rate"]; *Wang v. Chinese Daily News, Inc.* 435 F.
22 Supp. 2d 1042, 1055-1057 (C.D. Cal. 2006) [granting summary judgment to Plaintiff under California
23 and federal law on the grounds, that Defendant improperly calculated overtime by excluding annual
24 bonuses paid to employees from the "regular rate of compensation"]; see *Walling v. Youngerman-*
25 *Reynolds Hardwood Co.* (1945) 65 S.Ct. 1242, 1245. ("The regular rate by its very nature must reflect
26 all payments which the parties have agreed shall be received regularly during the workweek,
27 exclusive of overtime payments. It is not an arbitrary label chosen by the parties but an actual fact.
28 Once the parties have decided upon the amount of wages and the mode of payment, the determination

1 of the regular rate becomes a matter of mathematical computation, the result of which is unaffected
2 by any designation of a contrary ‘regular rate’ in the contracts.”); see also 29 CFR §§ 778.110
3 (“production bonus”) and 778.111 (“piece-rate”).

4 26. By their policy of requiring Plaintiff and the other aggrieved employees to work in
5 excess of eight (8) hours in a workday and/or forty (40) hours in a workweek without compensating
6 them at the lawful rate of one-half (1 1/2) their “regular rate of pay,” Defendant willfully violated the
7 provisions of Labor Code § 510 and the applicable Wage Orders.

8 27. Similarly, at all relevant times, Defendant also failed in its obligation to provide
9 Plaintiff and other aggrieved employees the legally required paid sick days at the legal rate pursuant
10 to Labor Code §§ 246(a),(b), which requires that “[a]n employee who, on or after July 1, 2015, works
11 in California for the same employer for 30 or more days within a year from the commencement of
12 employment is entitled to paid sick days. . . at the rate of not less than one hour per every 30 hours
13 worked, beginning at the commencement of employment.” Labor Code § 246(l)(1) provides that paid
14 sick time for aggrieved employees must be “calculated in the same manner as the regular rate of pay
15 for the workweek in which the employee uses paid sick time, whether or not the employee actually
16 works overtime in that workweek.”

17 28. Additionally, Labor Code § 246(l)(2) states that the paid sick time must be “calculated
18 by dividing the employee’s total wages, not including overtime premium pay, by the employee’s total
19 hours worked in the full pay periods of the prior 90 days of employment.” Finally, Labor Code §246(i)
20 requires employers to “provide an employee with written notice that sets forth the amount of paid
21 sick leave available, or paid time off leave an employer provides in lieu of sick leave, for use on either
22 the employee’s itemized wage statement described in Section 226 or in a separate writing provided
23 on the designated pay date with the employee’s payment of wages.”

24 29. Here, at all relevant times, Defendant failed in its obligation to provide Plaintiff and
25 other aggrieved employees the legally required paid sick days at the appropriate “regular rate of pay,”
26 including all forms of compensation, pursuant to Labor Code §§ 246(a), (b). As such, Defendant paid
27 sick time below his base rate of pay rather than the “regular rate of pay” as required by Labor Code
28 §§ 246(l) (1-2).

1 30. Further, at all relevant times, Defendant failed and continues to fail to timely pay all
2 wages to Plaintiff and other aggrieved employees in violation of Labor Code § 204. Plaintiff and
3 other aggrieved employees were and are routinely paid on a “weekly, biweekly, or semimonthly”
4 payroll, but Defendant failed and continues to fail to pay all wages within seven (7) calendar days of
5 the close of the payroll period.

6 31. Labor Code § 204 “pertains to the timing of wage payments” and serves a very
7 important public policy objective. “It has long been recognized that wages are not ordinary debts, . .
8 . and that, because of the economic position of the average worker and, in particular, his dependence
9 on wages for the necessities of life for himself and his family, it is essential to the public welfare that
10 he receive his pay when it is due.” (See also *In re Trombley* (1948) 31 Cal. 2d 801, 810-11 (citing *In*
11 *re Moffett* (1937) 19 Cal.App.2d 7, 19). The penalties for violating Labor Code § 204 are set forth in
12 Labor Code section 210(a) as follows: [E]very person who fails to pay the wages of each employee
13 as provided in Sections . . . 204 . . . shall be subject to a civil penalty as follows: (1) For any initial
14 violation, one hundred dollars (\$100) for each failure to pay each employee. (2) For each subsequent
15 violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay
16 each employee, plus 25 percent of the amount unlawfully withheld.

17 32. Due to Defendant’s uniform pay policies/practices of failing to pay Plaintiff and other
18 aggrieved employees timely, violated the provisions of Labor Code § 204 and the applicable Wage
19 Orders. Accordingly, to the extent permitted by law, Plaintiff and aggrieved employees are entitled
20 to recover civil penalties pursuant to Labor Code §§ 210(a).

21 33. Moreover, at all relevant times, Plaintiff and other aggrieved employees were denied
22 compliant and timely 30-minute off-duty meal periods as mandated by California law. Due to
23 Defendant’s uniform meal period policies/practices, operational requirements, and work demands,
24 Plaintiff and other aggrieved employees often could not take timely and uninterrupted net 30-minute
25 first meal periods before the end of the fifth hour of work. Further, when Plaintiff and other aggrieved
26 employees worked more than 10.0 hours in a shift, they were not allowed and permitted to take a
27 mandated second meal period before the end of the tenth hour of work in violation of the Labor Code
28 and applicable Wage Orders. Indeed, Plaintiff’s and other aggrieved employees’ meal periods were

1 often interrupted and/or lasted fewer than 30 minutes due to Defendant's meal period
2 policies/procedures, operational requirements, and work demands.

3 34. In addition, for each missed or non-compliant meal period, Defendant failed and
4 continues to fail to maintain a mechanism by which aggrieved employees were paid meal period
5 premiums at the "regular rate of pay" pursuant to *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11
6 5th 858 and Labor Code § 226.7.

7 35. Accordingly, due to Defendant's uniform meal period practices, aggrieved employees
8 were also regularly denied legally compliant meal periods in violation of Labor Code §§ 226.7, 510,
9 516, and applicable Wage Orders.

10 36. Next, at all relevant times, Plaintiff and other aggrieved employees were not provided
11 with all 10-minute rest periods for every four hours worked, or a major fraction thereof, due to
12 Defendant's uniform rest period policies/practices, operational requirements and work demands. As
13 a result, Plaintiff and other aggrieved employees were and are often unable to take a net 10-minute
14 duty-free rest period for every major fraction of four hours worked. This includes a second rest period
15 for shifts in excess of six hours and a third rest period for shifts in excess of 10.0 hours in a workday.

16 37. By not relieving all aggrieved employees of all duties during rest periods, Defendant
17 failed to provide legally compliant rest periods. See *Augustus v. ABM Security Services, Inc.* (2016)
18 2 Cal. 5th 257, 269 [concluding that "during rest periods employers must relieve employees of all
19 duties and relinquish control over how employees spend their time."] (Emphasis added). In *Augustus*,
20 the California Supreme Court expressly rejected the employer's assertion that it could provide an on-
21 duty rest period to employees who worked as security guards and further explained: "that employers
22 [must] relinquish any control over how employees spend their break time and relieve their employees
23 of all duties." *Id.* at 273. Each time aggrieved employees could not take a compliant rest period;
24 Defendant failed and continues to fail to adequately pay rest period premium payments at the "regular
25 rate of pay" as required by Labor Code § 226.7.

26 38. Accordingly, due to Defendant's uniform rest period policies/practices, aggrieved
27 employees were regularly denied legally compliant rest breaks in violation of Labor Code §§ 226.7,
28 512, and applicable Wage Orders.

1 39. As a result of Defendant's failure to pay Plaintiff and other aggrieved employees for
2 all hours they were subject to the control of Defendant, including all minimum, overtime and sick
3 pay wages, Defendant's failure to adequately pay for all overtime and sick pay wages at the "regular
4 rate of pay," and Defendant's failure to pay all meal and rest period premiums at the "regular rate of
5 pay," Defendant issued wage statements which failed to identify the gross wages earned accurately,
6 the total hours worked, the net wages earned, and the correct corresponding number of hours worked
7 at each hourly rate, in violation of Labor Code § 226(a)(1, 2, 5, and 9).

8 40. Labor Code § 226.3 provides that "[a]ny employer who violates subdivision (a) of
9 Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per
10 employee per violation in an initial violation and one thousand dollars (\$1,000) per employee for
11 each violation in a subsequent citation, for which the employer fails to provide the employee a wage
12 deduction statement or fails to keep the required in subdivision (a) of Section 226."

13 41. Thus, for the violations of Labor Code section 226 described above, Plaintiff and other
14 aggrieved employees may also recover Labor Code § 226.3 penalties for Defendant's violations of
15 Labor Code § 226(a). Consequently, because Defendant failed to comply with Labor Code § 226(a),
16 Plaintiff and other aggrieved employees would be entitled to recover penalties under Labor Code §
17 226(e).

18 42. Moreover, because Defendant failed to pay all minimum, overtime, sick pay wages,
19 and meal and rest period premiums at the "regular rate of pay," Defendant also failed and continues
20 to fail to pay Plaintiff and other aggrieved employees all wages owed at their time of separation from
21 employment in violation of Labor Code §§ 201-203. Thus, aggrieved employees would be entitled to
22 recover waiting time penalties under Labor Code §§ 201-203

23 43. Finally, at all relevant times, Defendant required Plaintiff and other aggrieved
24 employees to incur necessary expenses for work-related purposes but did not reimburse aggrieved
25 employees adequately for these necessary expenditures in violation of Labor Code §§ 2802-2804.
26 Here, Defendant uniformly failed to reimburse aggrieved employees for the necessary costs incurred
27 in discharging their duties. (*See Cochran v. Schwan's Home Service, Inc.*, (2014) 228 Cal.App.4th
28 1137, 1144 ["[i]f an employee is required to make work-related calls on a personal cell phone, then

1 he or she is incurring an expense for the purposes of section 2802. It does not matter whether the
2 phone bill is paid for by a third person or at all...To show liability under section 2802, an employee
3 needs only to show that he or she was required to use a personal cell phone to make work-related
4 calls, and he or she was not reimbursed”].) Accordingly, due to Defendant’s uniform failure to
5 adequately reimburse for necessary business expenditures in violation of Labor Code §§ 2802-2804
6 and applicable Wage Orders.

7 **FIRST CAUSE OF ACTION**

8 **PRIVATE ATTORNEYS GENERAL ACT**

9 **(Plaintiff and Similarly Aggrieved Employees Against All Defendants)**

10 44. Plaintiff re-alleges and incorporates by reference each and every allegation outlined
11 in the preceding paragraphs.

12 45. Defendants have committed several Labor Code violations against Plaintiff and other
13 similarly aggrieved employees. Plaintiff, an “aggrieved employee” within the meaning of Labor Code
14 § 2698 *et seq.*, acting on behalf of the State of California, brings this representative action against
15 Defendants to recover the civil penalties due to Plaintiff, other similarly aggrieved employees, and
16 the State of California according to proof pursuant to Labor Code § 2699 (a) and (f) including, but
17 not limited to (1) \$100 for each initial violation and \$200 for each subsequent violation per employee
18 per pay period for those violations of the Labor Code for which no civil penalty is specifically
19 provided based on the following Labor Code violations:

20 a) Failing to pay Plaintiff and similarly Aggrieved Employees for all minimum and
21 overtime wages for all hours worked or for which they were subject to the control of the employer;

22 b) Failing to pay Plaintiff and other similarly Aggrieved Employees all overtime and sick
23 pay wages at the appropriate premium rates in violation of Labor Code §§ 246, 510, 1194, 1197;

24 c) Failing to timely pay Plaintiff and other similarly Aggrieved Employees all wages in
25 violation of Labor Code § 204;

26 d) Failing to provide Plaintiff and other similarly Aggrieved Employees with all of their
27 statutorily mandated meal periods in violation of Labor Code §§ 204, 510, 1194 and 1198;

28 e) Failing to authorize and permit Plaintiff and other similarly Aggrieved employees with

1 all of their statutorily mandated rest periods in violation of Labor Code §§ 226.7 and 516;

2 f) Failing to furnish Plaintiff and other similarly situated employees with complete,
3 accurate, itemized wage statements in violations of Labor Code § 226(a) and applicable Wage Orders;

4 g) Failing to pay final wages in a timely manner in violation of Labor Code §§ 201-203
5 and applicable Wage Orders; and

6 h) Failing to reimburse Plaintiff and other aggrieved employees with all necessary business
7 expenditures in violation of Labor Code §§ 2802-2804 and applicable Wage Orders.

8 46. On or about March 19, 2025, Plaintiff notified Defendant Cleanrite, Inc. *dba* Cleanrite
9 Corporation (“Defendants”) via certified mail and the California Labor and Workforce Development
10 Agency (“LWDA”) via its website of Defendants’ violations of the California Labor Code § 2698 *et*
11 *seq.* with respect to violations of the California Labor Code identified in Paragraph 45 (a)-(h). Now
12 that sixty-five days (65) have passed from Plaintiff notifying Defendants of these violations, Plaintiff
13 has exhausted his administrative requirements for bringing a claim under the Private Attorneys
14 General Act with respect to these violations.

15 47. Plaintiff was compelled to retain the services of counsel to file this court action to
16 protect their interests and the interests of other similarly aggrieved employees and to assess and
17 collect the civil penalties owed by Defendant. Plaintiff has, therefore, incurred attorneys’ fees and
18 costs, which he is entitled to receive under California Labor Code § 2698 *et seq.*

19 **PRAYER FOR RELIEF**

20 **WHEREFORE**, Plaintiff prays for judgment for himself and all others on whose behalf this
21 suit is brought against Defendant, as follows:

22 1. Upon the First Cause of Action, for civil penalties due to similarly aggrieved
23 employees, and the State of California according to proof pursuant to Labor Code § 2699 (a) and (f)
24 including, but not limited to: (1) \$100 for each initial violation and \$200 for each subsequent violation
25 per employee per pay period for those violations of the Labor Code for which no civil penalty is
26 specifically provided under the Labor Code;

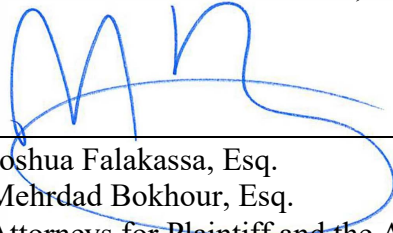
27 2. For attorneys’ fees and costs as provided by Labor Code §§ 218.5, 226, and Code of
28 Civil Procedure § 1021.5; and

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3. For such other relief that the Court may deem just and proper.

Dated: June 26, 2025

FALAKASSA LAW, P.C.
BOKHOUR LAW GROUP, P.C.

By: 
Joshua Falakassa, Esq.
Mehrdad Bokhour, Esq.
Attorneys for Plaintiff and the Aggrieved Employees

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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 years and not a party to the within action; my business address is 1901 Avenue of the Stars, Suite 920, Los Angeles, California 90067.

On June 26, 2025, I served the following document(s) described as **FIRST AMENDED PAGA ACTION COMPLAINT** on the interested parties in this action:

Alexis Gabrielson, Esq.
agabrielson@cookbrown.com
Lisa Ryan, Esq.
lryan@cookbrown.com
COOK|BROWN, LLP
2407 J Street, 2nd Floor
Sacramento, California 95816

**Counsel for Defendant
CLEANRITE, INC.**

BY ELECTRONIC SERVICE: I transmitted the above-referenced document(s) via electronic service provider First Legal to the person(s) identified above at the email address(es) indicated and did not, within a reasonable time after transmission, receive any message or communication indicating that delivery failed or that any other error had occurred which would delay or caused failure in transmission and delivery of the document and/or any attachments thereto.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on June 26, 2025, at Los Angeles, California.

/s/ Carlos Garcia
Carlos Garcia