



March 12, 2025

BY ONLINE SUBMISSION

California Labor & Workforce Development Agency PAGA

**Re: NOTICE PURSUANT TO LABOR CODE §§ 2698 *et seq*
CCS FACILITY SERVICES**

Dear Representative:

We have been retained to represent Guadalupe Citlalli Saldana Ponce on claims against CCS Facility Services-Orange County, Inc. and its predecessors and affiliated entities that have employed non-exempt employees in California, for penalties under California Labor Code section 2698, *et seq.*, the Labor Code Private Attorneys General Act of 2004 ("PAGA"). These predecessor and affiliated entities include CCS Orange County Janitorial, Inc., CCS Engineering Orange County, Inc., CCS Facility Services-Fresno, Inc., PBC SolutionOne, Inc. dba CCS Facility Services, CCS Engineering Fresno, Inc., CCS Facility Services-Los Angeles, Inc., CCS Los Angeles Janitorial, Inc., CCS Engineering Los Angeles, Inc., CCS Facility Services-San Diego, Inc., CCS San Diego Janitorial, Inc., and CCS Engineering San Diego, Inc. (collectively referred to herein as "CCS"), which entities Ms. Saldana Ponce alleges were and/or are integrated and/or joint employers that engaged in violations against Ms. Saldana Ponce and other aggrieved employees during the relevant time period.

Ms. Saldana Ponce seeks remedies on behalf of the State of California and "aggrieved employees," as defined herein to include all current and former hourly-paid or non-exempt employees working for CCS within the State of California. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

CCS employed Ms. Saldana Ponce as an hourly-paid, non-exempt employee from June 2023 to February 2025 in California.

Based on the following facts and theories, CCS has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201-204, 213, 226, 226.7, 227.3, 432, 510, 512, 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 1198.5, 2800, 2802, 2810.5 and IWC Wage Orders including *inter alia*, Wage Orders 4-2001 and 5-2001.

Failure to Pay All Minimum, Straight, and Overtime Wages

CCS required Ms. Saldana Ponce and aggrieved employees to perform uncompensated work before, during, and/or after their scheduled shifts, during off-the-clock meal breaks, and/or during rest breaks and failed to compensate aggrieved employees for this time. Such work included, but was not limited to, responding to work-related inquiries, traveling during the workday, and performing other work and/or being subject to the control of CCS.

California Labor Code sections 510, 1194, 1197, 1197.1 and 1198 require employers to pay employees for all hours worked at no less than the minimum wage rates fixed by state and local law and further require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Ms. Saldana Ponce and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week. Therefore, Ms. Saldana Ponce and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked and/or overtime was not calculated correctly based on the “regular rate of pay” as defined by California law.

Failure to Provide Compliant Meal and Rest Breaks and Premium Pay for Missed Breaks

California Labor Code section 512 and the IWC Wage Orders require that employers provide employees with an uninterrupted meal period of at least 30 minutes after no more than five hours of work and a second 30-minute meal period after no more than ten hours of work. The IWC Wage Orders also require that employers authorize and permit an uninterrupted 10-minute rest period for each four-hour period (or major fraction thereof) that an employee works. Labor Code section 226.7 and the IWC Wage Orders require employers to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, CCS failed to provide Ms. Saldana Ponce and other aggrieved employees with compliant meal and rest breaks by failing to completely and timely relieve them of duties and employer control during these breaks and causing them to work and/or remain on call and/or on the premises during meal and rest periods. CCS failed to compensate them properly and at the correct rate for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods.

Failure to Timely Pay All Wages Owed on Separation of Employment

California Labor Code sections 201 through 204 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. Final wages must include any accrued, unused vacation. Cal. Labor Code § 227.3. During the relevant time period, CCS failed to timely pay Ms. Saldana Ponce and other aggrieved employees all wages due to them on separation of employment, including earned and unpaid minimum, overtime, premium and vacation wages as discussed herein. CCS also violated Labor Code section 213(d) by paying final wages via direct deposit without obtaining Ms. Saldana Ponce's and other aggrieved employees' authorization to do so.

Failure to Timely Pay All Wages Owed During Employment

California Labor Code sections 201-204 require payment of all wages for non-exempt employees at least twice each calendar month and further require that all wages due must be paid not more than seven calendar days following the close of the payroll period. Labor Code section 210 provides that “every person who fails to pay the wages of an employee as provided in Section ... 204 ... shall be subject to a civil penalty” of \$100 for an initial violation and \$200 plus 25% of the amount unlawfully withheld for a subsequent violation. During the relevant time period, CCS failed to pay Ms. Saldana Ponce and other aggrieved

employees all wages due to them within any time period specified by California Labor Code sections 201-204, including earned and unpaid minimum, overtime, and premium wages as discussed herein.

Failure to Provide Accurate and Complete Wage Statements

California Labor Code sections 226 and 226.3 require employers to make, keep and provide complete and accurate itemized wage statements to their employees each pay period that show (1) gross wages earned, (2) total hours worked, (3) the number of piece rate units earned and applicable piece-rate in effect, (4) all deductions, (5) net wages earned, (6) the inclusive dates of the pay period, (7) the name of the employee and last four digits of SSN or an EIN, (8) the name and address of the legal name of the employer, and (9) all applicable hourly rates in effect during the pay period and the number of hours worked at each hourly rate by the employee. During the relevant time period, CCS did not provide Ms. Saldana Ponce and other aggrieved employees with complete and accurate itemized wage statements. The violations include, but are not limited to, the failure to include the total hours actually worked and the applicable hourly rates and wages actually earned by Ms. Saldana Ponce and other aggrieved employees, including time spent working off-the-clock and during meal and rest periods as discussed herein, as well as the naming of the incorrect business entity and/or address.

Failure to Provide Day of Rest

California Labor Code sections 551 and 552 require that every person employed in any occupation of labor is entitled to one day's rest in a seven-day workweek, that no employer of labor shall cause his employees to work more than six days in a workweek, and that an employer shall pay a civil penalty in the amounts of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation. During the relevant time period, Ms. Saldana Ponce and the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Ms. Saldana Ponce and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, Ms. Saldana Ponce and the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Ms. Saldana Ponce and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest in seven (7) during each calendar month.

Failure to Maintain Accurate Records of Hours Worked and Meal Periods

California Labor Code section 1174(d) and 1174.5 require an employer to-keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. IWC Order section 7(A)(3) requires employers to keep time records showing when the employee begins and ends each work period. Meal periods and total hours worked each day are also to be recorded. These records shall be kept with rules established for this purpose by the commission, but in any case, shall be kept on file for not

less than two years. During the relevant time period, CCS failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Ms. Saldana Ponce and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed herein.

Failure to Provide Wage Theft Act Notices

California Labor Code section 2810.5 requires an employer to provide written notice to an employee, at the time of hiring, containing specified information, including the rate or rates of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, as applicable; allowances, if any, claimed as part of the minimum wage, including meal or lodging allowances; the regular payday designated by the employer; the name of the employer, including any "doing business as" names used by the employer, the physical address of the employer's main office or principal place of business, and a mailing address, if different; the telephone number of the employer; the name, address, and telephone number of the employer's workers' compensation insurance carrier; information regarding paid sick leave; and any other information the Labor Commissioner deems material and necessary.

CCS failed to provide Ms. Saldana Ponce and aggrieved employees with the requisite notice accurately containing all information required in violation of California Labor Code section 2810.5.

Failure to Provide Reporting Time and Split Shift Pay

California Labor Code section 1198 provides that "The employment of any employee ... under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful." The applicable Industrial Wage Orders, including *inter alia* Wage Orders 4-2001, and 5-2001, require that for each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay. During the relevant time period, CCS failed to pay Ms. Saldana Ponce and other aggrieved employees half the usual or scheduled day's work in an amount no less than two (2) hours nor more than four (4) hours at the employee's regular rate of pay for workdays in which Ms. Saldana Ponce and the other aggrieved employees at times reported to work and were furnished less than half the usual or scheduled day's work. During the relevant time period, CCS failed to pay Ms. Saldana Ponce and other aggrieved employees for two (2) hours at the employee's regular rate of pay on days in which Ms. Saldana Ponce and the other aggrieved employees at times were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

Section 4(C) of the applicable IWC Wage Orders requires that when "an employee works a split shift" the employer must pay one additional hour's pay at the minimum wage "in addition to the

minimum wage for that workday.” A “split shift” is defined as a work schedule that is “interrupted by non-paid non-working periods established by the employer, other than bona fide rest or meal periods.” During the relevant period, Ms. Saldana Ponce and the aggrieved employees at times worked split shifts but were not paid the required split shift premiums.

Failure to Reimburse Business Expenses

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Ms. Saldana Ponce and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by CCS. These costs include, but are not limited to, the use of personal cell phones or other personal devices, mileage, and costs for purchase and maintenance of required work attire and footwear, tools, equipment, and supplies.

Failure to Produce Personnel and Pay Records

Labor Code section 226 provides current and former employees with the right to inspect or receive a copy of payroll records pertaining to their employment no later than twenty-one (21) calendar days from the date of the request. Labor Code section 1198.5(a) provides current and former employees with the right to inspect and receive a copy of personnel records the employer maintains relating to the employee’s performance or to any grievance concerning the employee not later than thirty (30) calendar days from the date the employer receives the written request with certain limited exceptions. Labor Code section 432 provides that if an employee or applicant signs any instrument relating to obtaining or holding employment, they shall be given a copy upon request. CCS failed to timely and completely respond to records requests made by Ms. Saldana Ponce and other aggrieved employees in accordance with these laws.

Civil Penalties Under PAGA

Based on the foregoing, on behalf of all aggrieved employees, Ms. Saldana Ponce seeks all applicable penalties arising out of the above-referenced violations, or which could be assessed and collected by the Labor and Workforce Development Agency, for violation of the California Labor Code pursuant to PAGA, including civil penalties under Labor Code sections 210, 225.5, 226.3, 558, 1174.5, 1197.1, 2699, and any other applicable penalty provision.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

With kind regards,



Melissa LeBlanc-Mansell

Cc: (By U.S. Certified Mail / Return Receipt Requested)

CCS Facility Services-Orange County, Inc.
CCS Facility Services-Los Angeles, Inc.
CCS Facility Services-San Diego, Inc.
CCS Facility Services-Fresno, Inc.
CCS Los Angeles Janitorial, Inc.
CCS Orange County Janitorial, Inc.
CCS San Diego Janitorial, Inc.
CCS Engineering Los Angeles, Inc.,
CCS Engineering Fresno, Inc.
CCS Engineering San Diego, Inc.
CCS Engineering Orange County, Inc.
PBC SolutionOne, Inc. dba CCS Facility Services

c/o Robin E. Largent
MARTENSON, HASBROUCK & SIMON LLP
455 Capitol Mall, Suite 400
Sacramento, California 95814

15980/PL2

LAWYERS FOR JUSTICE

450 N. BRAND BLVD., SUITE 900 / GLENDALE, CA 91203



PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

CERTIFIED MAIL®



9589 0710 5270 0409 9647 19
9589 0710 5270 0409 9647 19

c/o R
MARTENSON, H
455 CAP
SACRAMEN

U.S. Postal Service™	
CERTIFIED MAIL® RECEIPT DL₂	
Domestic Mail Only	
For delivery information, visit our website at www.usps.com ®.	
OFFICIAL USE	
Certified Mail Fee	\$
Extra Services & Fees (check box, add fee as appropriate)	
☐ Return Receipt (hardcopy)	\$
c/o Robin E. Largent	
MARTENSON, HASBROUCK & SIMON LLP	
455 CAPITOL MALL STE 400	
SACRAMENTO, CA 95814-4417	
PAGA Notice	
McKelvy vs. PBC SolutionOne, Inc. (PAGA)	
PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions	

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

COMPLETE THIS SECTION ON DELIVERY

A. Signature		☐ Agent
X		☐ Addressee
B. Received by (Printed Name)	C. Date of Delivery	
D. Is delivery address different from item 1? ☐ Yes ☐ No If YES, enter delivery address below: ☐ No		

c/o Robin E. Largent
 MARTENSON, HASBROUCK & SIMON LLP
 455 CAPITOL MALL STE 400
 SACRAMENTO, CA 95814-4417



9590 9402 8362 3156 4268 17

2. Article Number (Transfer from service label)

9589 0710 5270 0409 9647 19

PS Form 3811, July 2020 PSN 7530-02-000-9053

3. Service Type	☐ Priority Mail Express®
☐ Adult Signature	☐ Registered Mail™
☐ Adult Signature Restricted Delivery	☐ Registered Mail Restricted Delivery
☐ Certified Mail®	☐ Signature Confirmation™
☐ Certified Mail Restricted Delivery	☐ Signature Confirmation Restricted Delivery
☐ Collect on Delivery	☐ Insured Mail (over \$500)
☐ Collect on Delivery Restricted Delivery	
☐ Insured Mail	
☐ Insured Mail Restricted Delivery	

Domestic Return Receipt

Certified Mail sent

- A receipt (this portion of the card)
- A unique identifier for your mail piece
- Electronic verification of delivery
- A record of delivery (including signature) that is retained by the post office for a specified period.

Important Reminders:

- You may purchase Certified Mail First-Class Mail®.
- First-Class Mail® service is available for mailpieces weighing 13 ounces or less.
- Certified Mail service is available for mailpieces weighing 13 ounces or less.
- For an address label, see the back of the card.
- Return mail service is available for mailpieces weighing 13 ounces or less.

PS Form 3811, July 2020 PSN 7530-02-000-9053