

1 Bevin Allen Pike (SBN 221936)
2 Bevin.Pike@capstonelawyers.com
3 Daniel S. Jonathan (SBN 262209)
4 Daniel.Jonathan@capstonelawyers.com
5 Trisha K. Monesi (SBN 303512)
6 Trisha.Monesi@capstonelawyers.com
7 Capstone Law APC
8 1875 Century Park East, Suite 1000
9 Los Angeles, California 90067
10 Telephone: (310) 556-4811
11 Facsimile: (310) 943-0396

12 Attorneys for Plaintiffs Karla Rodriguez
13 and Tania Rodriguez Ibarra

FILED
SUPERIOR COURT
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

OCT 17 2022

Gilberto Villegas
Gilberto Villegas

14 SUPERIOR COURT OF THE STATE OF CALIFORNIA

15 FOR THE COUNTY OF SAN BERNARDINO

16 KARLA RODRIGUEZ and TANIA
17 RODRIGUEZ IBARRA, as aggrieved
18 employees pursuant to the Private Attorneys
19 General Act ("PAGA"), on behalf of the
20 State of California and other aggrieved
21 employees,

22 Plaintiffs,

23 vs.

24 CCS SAN DIEGO JANITORIAL, INC., a
25 California corporation; CCS
26 ENGINEERING FRESNO, INC., a
27 Delaware corporation; CCS
28 ENGINEERING LOS ANGELES, INC., a
29 Delaware corporation; CCS
30 ENGINEERING ORANGE COUNTY,
31 INC., a Delaware corporation; CCS
32 ENGINEERING SAN DIEGO, INC., a
33 Delaware; CCS LOS ANGELES
34 JANITORIAL, INC., a California
35 corporation; CCS ORANGE COUNTY
36 JANITORIAL, INC., a California
37 corporation; PACIFIC BUILDING CARE,
38 INC., a California corporation; PBC
39 COMMERCIAL CLEANING SYSTEMS,
40 INC., a California corporation; and DOES 1
41 through 10, inclusive,

42 Defendants.

Case No.: **CIV SB 2224155**

**COMPLAINT – PAGA ENFORCEMENT
ACTION**

(1) Claim for Civil Penalties for Violations of
California Labor Code, Pursuant to PAGA,
§§ 2698, *et seq.*

Jury Trial Demanded

1 Plaintiffs Karla Rodriguez and Tania Rodriguez Ibarra, as aggrieved employees and on
2 behalf of the State of California and all other non-party Aggrieved Employees, allege as follows:

3 JURISDICTION AND VENUE

4 1. This is an enforcement action under the Labor Code Private Attorneys General
5 Act of 2004, California Labor Code section 2698, *et seq.* (“PAGA”) to recover civil penalties
6 and any other available relief on behalf of Plaintiffs, the State of California, and other current
7 and former employees who worked for Defendants in California as non-exempt, hourly paid
8 employees and against whom one or more violations of any provision in Division 2 Part 2
9 Chapter 1 of the Labor Code or any provision regulating hours and days of work in the
10 applicable Industrial Welfare Commission (“IWC”) Wage Order were committed, as set forth
11 in this complaint, at any time between one year prior to the filing of the pre-filing written notices
12 to the Labor and Workforce Development Agency (“LWDA”) in this case on August 12, 2022,
13 until judgment (“non-party Aggrieved Employees”). Plaintiffs’ share of civil penalties sought
14 in this action does not exceed \$75,000.

15 2. This Court has jurisdiction over this action pursuant to the California
16 Constitution, Article VI, section 10. The statute under which this action is brought does not
17 specify any other basis for jurisdiction.

18 3. This Court has jurisdiction over all Defendants because, on information and
19 belief, Defendants are either citizens of California, have sufficient minimum contacts in
20 California, or otherwise intentionally avail themselves of the California market so as to render
21 the exercise of jurisdiction over them by the California courts consistent with traditional notions
22 of fair play and substantial justice. There is no basis for federal diversity jurisdiction in this
23 action given that the State of California, as the real party in interest in this action, is not a
24 “citizen” for purposes of satisfying diversity jurisdiction. *Urbino v. Orkin Servs. of Cal.*, 726
25 F.3d 1118, 1123 (9th Cir. Cal. 2013). *Urbino* also holds that civil penalties cannot be aggregated
26 to satisfy the amount in controversy requirement for federal diversity jurisdiction in this action,
27 and that diversity jurisdiction cannot be established when Plaintiffs’ share of the civil penalties
28 attributable to violations personally suffered are less than \$75,000. *Id.* at 1122.

4. Venue is proper in this Court, because Defendants employ or employed persons within the County of San Bernardino and have violated the requirements of the California Labor Code and applicable Wage Order in this county which give rise to the penalties sought in this action. Cal. Code Civ. P. § 393. Specifically, Defendants have violated the requirements of the California Labor Code and applicable IWC Wage Order in at least one (1) location within the County of San Bernardino, including Defendants' office located in Ontario (1920 Archibald Avenue, Suite A, Ontario, California 91761). Pursuant to California Civil Code of Procedure section 393, venue is proper for the recovery of a penalty imposed by statute in the county in which the cause, or some part of the cause, arose. Because Defendants have employees in San Bernardino County, and Plaintiffs could bring an action filed under PAGA in any county in which an aggrieved employee worked and Labor Code violations occurred, venue is proper. *Crestwood Behavioral Health, Inc. v. Superior Court of Alameda County*, 60 Cal.App.5th 1069 (2021).

5. California Labor Code sections 2698, *et seq.*, the “Labor Code Private Attorneys General Act of 2004” (“PAGA”), authorize aggrieved employees to sue as private attorneys general their current or former employers for various civil penalties for violations of various provisions in the California Labor Code.

THE PARTIES

6. Plaintiff Karla Rodriguez (“Plaintiff Rodriguez”) is a resident of San Diego, in San Diego County, California. Defendants employed Plaintiff Rodriguez as an hourly paid, non-exempt Janitor from approximately August 2021 to November 2021. Plaintiff Rodriguez worked for Defendants at their various clients’ locations in San Diego, California. During her employment, Plaintiff Rodriguez typically worked seven (7) hours per day, five (5) days per week. At the time Plaintiff Rodriguez’s employment with Defendants ended, she was compensated approximately \$15.00 per hour. Plaintiff Rodriguez’s primary job duties included, without limitation, mopping; sweeping; wiping down surfaces; dusting; vacuuming; and taking out the trash from office facilities, breakrooms, and restrooms.

7. Plaintiff Tania Rodriguez Ibarra (“Plaintiff Ibarra”) is a resident of San Diego,

1 in San Diego County, California. Defendants employed Plaintiff Ibarra as an hourly paid, non-
2 exempt Janitor from approximately July 2021 to November 2021. Plaintiff Ibarra worked for
3 Defendants at their various clients' locations in San Diego, California. During her employment,
4 Plaintiff Ibarra typically worked seven (7) hours per day, five (5) days per week. At the time
5 Plaintiff Ibarra's employment with Defendants ended, she was compensated approximately
6 \$15.00 per hour. Plaintiff Ibarra's primary job duties included, without limitation, mopping;
7 sweeping; wiping down surfaces; dusting; vacuuming; and taking out the trash from office
8 facilities, breakrooms, and restrooms.

9 8. On information and belief, Defendants required some employees, including
10 Plaintiffs, to execute a dispute resolution policy and/or arbitration agreement at the time of their
11 hire or during their employment. On further information and belief, Defendants' dispute
12 resolution policy and/or arbitration agreement was and is both procedurally and substantively
13 unconscionable. Specifically, Defendants presented employees with a Mutual Agreement to
14 Arbitrate ("Arbitration Agreement"), which had to be reviewed and acknowledged immediately.
15 In fact, upon information and belief, the Arbitration Agreement was one of several documents
16 presented to new employees for signature during the orientation process, including California
17 Employee Handbook, Meal Break Waiver Agreement, Equal Employment Opportunity and
18 Sexual Harassment Policy, and Injury and Illness Prevention Program, among other documents.
19 Also, employees did not have a meaningful opportunity to negotiate the terms of the Arbitration
20 Agreement. Rather, it was provided to Defendants' employees for them to sign on a take-it or
21 leave-it basis. Furthermore, Defendants did not set forth in the agreement or otherwise provide
22 employees with the rules which will govern the arbitration, instead forcing employees to seek
23 this information out on their own.

24 9. CCS SAN DIEGO JANITORIAL, INC. was and is, upon information and belief,
25 a California corporation, and at all times hereinafter mentioned, an employer whose employees
26 are engaged throughout this county and the State of California.

27 10. CCS ENGINEERING FRESNO, INC. was and is, upon information and belief,
28 a Delaware corporation, and at all times hereinafter mentioned, an employer whose employees

are engaged throughout this county and the State of California.

11. CCS ENGINEERING LOS ANGELES, INC. was and is, upon information and belief, a Delaware corporation, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

12. CCS ENGINEERING ORANGE COUNTY, INC. was and is, upon information and belief, a Delaware corporation, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

13. CCS ENGINEERING SAN DIEGO, INC. was and is, upon information and belief, a Delaware corporation, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

14. CCS LOS ANGELES JANITORIAL, INC. was and is, upon information and belief, a California corporation, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

15. CCS ORANGE COUNTY JANITORIAL, INC. was and is, upon information and belief, a California corporation, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

16. PACIFIC BUILDING CARE, INC. was and is, upon information and belief, a California corporation, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

17. PBC COMMERCIAL CLEANING SYSTEMS, INC. was and is, upon information and belief, a California corporation, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

18. Plaintiffs are unaware of the true names or capacities of the Defendants sued herein under the fictitious names DOES 1 through 10, but will seek leave of this Court to amend the complaint and serve such fictitiously named Defendants once their names and capacities become known.

19. Plaintiffs are informed and believe, and thereon allege, that DOES 1 through 10 were the partners, agents, owners, or managers of CCS SAN DIEGO JANITORIAL, INC.; CCS

ENGINEERING FRESNO, INC.; CCS ENGINEERING LOS ANGELES, INC.; CCS ENGINEERING ORANGE COUNTY, INC.; CCS ENGINEERING SAN DIEGO, INC.; CCS LOS ANGELES JANITORIAL, INC.; CCS ORANGE COUNTY JANITORIAL, INC.; PACIFIC BUILDING CARE, INC.; and PBC COMMERCIAL CLEANING SYSTEMS, INC., at all relevant times.

20. Plaintiffs are informed and believe, and thereon allege, that each and all of the acts and omissions alleged herein was performed by, or is attributable to, CCS SAN DIEGO JANITORIAL, INC.; CCS ENGINEERING FRESNO, INC.; CCS ENGINEERING LOS ANGELES, INC.; CCS ENGINEERING ORANGE COUNTY, INC.; CCS ENGINEERING SAN DIEGO, INC.; CCS LOS ANGELES JANITORIAL, INC.; CCS ORANGE COUNTY JANITORIAL, INC.; PACIFIC BUILDING CARE, INC.; PBC COMMERCIAL CLEANING SYSTEMS, INC.; and/or DOES 1 through 10 (collectively, “Defendants” or “CCS”), each acting as the agent, employee, alter ego, and/or joint venturer of, or working in concert with, each of the other co-Defendants and was acting within the course and scope of such agency, employment, joint venture, or concerted activity with legal authority to act on the others’ behalf. The acts of any and all Defendants were in accordance with, and represent, the official policy of Defendants.

21. At all relevant times, Defendants, and each of them, ratified each and every act or omission complained of herein. At all relevant times, Defendants, and each of them, aided and abetted the acts and omissions of each and all the other Defendants in proximately causing the damages herein alleged.

22. Plaintiffs are informed and believe, and thereon allege, that each of said Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts, omissions, occurrences, and transactions alleged herein.

23. Under California law, Defendants are jointly and severally liable as employers for the violations alleged herein because they have each exercised sufficient control over the wages, hours, working conditions, and employment status of Plaintiffs and other non-party Aggrieved Employees. Each Defendant had the power to hire and fire Plaintiffs and other non-

1 party Aggrieved Employees, supervised and controlled their work schedule and/or conditions
2 of employment, determined their rate of pay, and maintained their employment records.
3 Defendants suffered or permitted Plaintiffs and other non-party Aggrieved Employees to work
4 and/or “engaged” Plaintiffs and other non-party Aggrieved Employees so as to create a
5 common-law employment relationship. As joint employers of Plaintiffs and other non-party
6 Aggrieved Employees, Defendants are jointly and severally liable for the civil penalties
7 available to Plaintiffs and other non-party Aggrieved Employees under the law.

8 24. Plaintiffs are informed and believe, and thereon allege, that at all relevant times,
9 Defendants, and each of them, have acted as joint employers with respect to Plaintiffs and other
10 non-party Aggrieved Employees because Defendants have:

- 11 (a) jointly exercised meaningful control over the work performed by
12 Plaintiffs and other non-party Aggrieved Employees;
- 13 (b) jointly exercised meaningful control over Plaintiffs’ and other non-party
14 Aggrieved Employees’ wages, hours, and working conditions, including
15 the quantity, quality standards, speed, scheduling, and operative details
16 of the tasks performed by Plaintiffs and other non-party Aggrieved
17 Employees;
- 18 (c) jointly required that Plaintiffs and other non-party Aggrieved Employees
19 perform work which is an integral part of Defendants’ businesses; and
- 20 (d) jointly exercised control over Plaintiffs and other non-party Aggrieved
21 Employees as a matter of economic reality in that Plaintiffs and other non-
22 party Aggrieved Employees were dependent on Defendants, who shared
23 the power to set the wages of Plaintiffs and other non-party Aggrieved
24 Employees and determined their working conditions, and who jointly
25 reaped the benefits from the underpayment of their wages and
26 noncompliance with other statutory provisions governing their
27 employment.

28 25. Plaintiffs are informed and believe, and thereon allege, that at all relevant times

1 there has existed a unity of interest and ownership between Defendants such that any
2 individuality and separateness between the entities has ceased.

3 26. CCS SAN DIEGO JANITORIAL, INC.; CCS ENGINEERING FRESNO, INC.;
4 CCS ENGINEERING LOS ANGELES, INC.; CCS ENGINEERING ORANGE COUNTY,
5 INC.; CCS ENGINEERING SAN DIEGO, INC.; CCS LOS ANGELES JANITORIAL, INC.;
6 CCS ORANGE COUNTY JANITORIAL, INC.; PACIFIC BUILDING CARE, INC.; PBC
7 COMMERCIAL CLEANING SYSTEMS, INC.; and/or DOES 1 through 10 are therefore alter
8 egos of each other.

9 27. Adherence to the fiction of the separate existence of Defendants would permit an
10 abuse of the corporate privilege, and would promote injustice by protecting Defendants from
11 liability for the wrongful acts committed by them under the name CCS.

12 28. Plaintiffs further alleges, upon information and belief, that the Defendants CCS
13 SAN DIEGO JANITORIAL, INC.; CCS ENGINEERING FRESNO, INC.; CCS
14 ENGINEERING LOS ANGELES, INC.; CCS ENGINEERING ORANGE COUNTY, INC.;
15 CCS ENGINEERING SAN DIEGO, INC.; CCS LOS ANGELES JANITORIAL, INC.; CCS
16 ORANGE COUNTY JANITORIAL, INC.; PACIFIC BUILDING CARE, INC.; and PBC
17 COMMERCIAL CLEANING SYSTEMS, INC. are alter egos of each other for the following
18 reasons:

19 (a) On the California Secretary of State's website
20 (<https://bizfileonline.sos.ca.gov/>), CCS ENGINEERING LOS
21 ANGELES, INC.; CCS ENGINEERING ORANGE COUNTY, INC.;
22 CCS LOS ANGELES JANITORIAL, INC.; CCS ORANGE COUNTY
23 JANITORIAL, INC.; and PBC COMMERCIAL CLEANING
24 SYSTEMS, INC. have the same principal office address, "3001 Red Hill
25 Ave, Suite 6-220, Costa Mesa, CA 92626";

26 (b) On the California Secretary of State's website
27 (<https://bizfileonline.sos.ca.gov/>), CCS SAN DIEGO JANITORIAL,
28 INC.; and CCS ENGINEERING SAN DIEGO, INC. have the same

principal office address and mailing address, “7343 Ronson Rd., Suite U, San Diego, CA 9211”;

- (c) According to the most recent “Statement of Information” forms filed with the California Secretary of State CCS SAN DIEGO JANITORIAL, INC.; CCS ENGINEERING FRESNO, INC.; CCS ENGINEERING LOS ANGELES, INC.; CCS ENGINEERING ORANGE COUNTY, INC.; CCS ENGINEERING SAN DIEGO, INC.; CCS LOS ANGELES JANITORIAL, INC.; CCS ORANGE COUNTY JANITORIAL, INC.; PACIFIC BUILDING CARE, INC.; and PBC COMMERCIAL CLEANING SYSTEMS, INC. share the same officers and/or directors, including, but not limited to, Chief Executive Officer Toy Coker, Chief Financial Officer Steve Bohn, and Director Andrew Gustafson; and
- (d) On information and belief, CCS SAN DIEGO JANITORIAL, INC.; CCS ENGINEERING FRESNO, INC.; CCS ENGINEERING LOS ANGELES, INC.; CCS ENGINEERING ORANGE COUNTY, INC.; CCS ENGINEERING SAN DIEGO, INC.; CCS LOS ANGELES JANITORIAL, INC.; CCS ORANGE COUNTY JANITORIAL, INC.; PACIFIC BUILDING CARE, INC.; and PBC COMMERCIAL CLEANING SYSTEMS, INC. utilize the same standardized employment forms and issue the same employment policies.

PAGA REPRESENTATIVE ALLEGATIONS

29. Defendants are a janitorial company providing custodial services to their clients’ commercial properties throughout California. Upon information and belief, Defendants maintain a single, centralized Human Resources (“HR”) department at their company headquarters in Denver, Colorado, which is responsible for the recruiting and hiring of new employees, and communicating and implementing Defendants’ company-wide policies, including timekeeping policies and meal and rest period policies, to employees throughout California.

1 30. In particular, Plaintiffs and other non-party Aggrieved Employees, on
2 information and belief, received the same standardized documents and/or written policies.
3 Upon information and belief, the usage of standardized documents and/or written policies,
4 including new-hire documents, indicate that Defendants dictated policies at the corporate level
5 and implemented them company-wide, regardless of their employees' assigned locations or
6 positions. Upon information and belief, Defendants set forth uniform policies and procedures
7 in several documents provided at an employee's time of hire.

8 31. Upon information and belief, Defendants maintain a centralized Payroll
9 department at their company headquarters in Denver, Colorado, which processes payroll for all
10 non-exempt, hourly paid employees working for Defendants at their various locations and
11 jobsites in California, including Plaintiffs and other non-party Aggrieved Employees. Based
12 upon information and belief, Defendants issue the same formatted wage statements to all non-
13 exempt, hourly paid employees in California, irrespective of their work locations. Upon
14 information and belief, Defendants process payroll for departing employees in the same manner
15 throughout the State of California, regardless of the manner in which each employee's
16 employment ends.

17 32. Defendants continue to employ non-exempt or hourly paid employees in
18 California.

19 33. Plaintiffs are informed and believe, and thereon allege, that at all times herein
20 mentioned, Defendants were advised by skilled lawyers and other professionals, employees and
21 advisors knowledgeable about California labor and wage law, employment and personnel
22 practices, and about the requirements of California law.

23 34. Plaintiffs are informed and believe, and thereon allege, that Plaintiffs and other
24 non-party Aggrieved Employees were not paid for all hours worked because all hours worked
25 were not recorded.

26 35. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
27 should have known that Plaintiffs and other non-party Aggrieved Employees were entitled to
28 receive certain wages for overtime compensation and that they were not receiving certain wages

1 for overtime compensation.

2 36. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
3 should have known that Plaintiffs and other non-party Aggrieved Employees were entitled to
4 receive at least minimum wages for compensation and that they were not receiving at least
5 minimum wages for work that was required to be done off-the-clock. In violation of the
6 California Labor Code, Plaintiffs and other non-party Aggrieved Employees were not paid at
7 least minimum wages for work done off-the-clock.

8 37. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
9 should have known that Plaintiffs and other non-party Aggrieved Employees were entitled to
10 meal periods in accordance with the California Labor Code and applicable IWC Wage Order or
11 payment of one (1) additional hour of pay at their regular rates of pay when they were not
12 provided with timely, uninterrupted, thirty (30) minute meal periods and that Plaintiffs and other
13 non-party Aggrieved Employees were not provided with all meal periods or payment of one (1)
14 additional hour of pay at their regular rates of pay when they did not receive a timely,
15 uninterrupted, thirty (30) minute meal period.

16 38. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
17 should have known that Plaintiffs and other non-party Aggrieved Employees were entitled to
18 rest periods in accordance with the California Labor Code and applicable IWC Wage Order or
19 payment of one (1) additional hour of pay at their regular rates of pay when they were not
20 authorized and permitted to take a compliant rest period. In violation of the Labor Code,
21 Plaintiffs and other non-party Aggrieved Employees were not authorized and permitted to take
22 compliant rest periods, nor did Defendants provide Plaintiffs and other non-party Aggrieved
23 Employees with payment of one (1) additional hour of pay at their regular rates of pay when
24 they were not authorized and permitted to take a compliant rest period.

25 39. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
26 should have known that Plaintiffs and other non-party Aggrieved Employees were entitled to
27 receive complete and accurate wage statements in accordance with California law. In violation
28 of the California Labor Code, Plaintiffs and other non-party Aggrieved Employees were not

1 provided complete and accurate wage statements.

2 40. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
3 should have known that they had a duty to maintain accurate and complete payroll records in
4 accordance with the California Labor Code and applicable IWC Wage Order, but willfully,
5 knowingly, and intentionally failed to do so.

6 41. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
7 should have known that Plaintiffs and other non-party Aggrieved Employees were entitled to
8 timely payment of all wages earned upon termination of employment. In violation of the
9 California Labor Code, Plaintiffs and other non-party Aggrieved Employees did not receive
10 payment of all wages due, including, but not limited to, overtime wages, minimum wages,
11 and/or meal and rest period premiums, within permissible time periods.

12 42. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
13 should have known that Plaintiffs and other non-party Aggrieved Employees were entitled to
14 timely payment of wages during their employment. In violation of the California Labor Code,
15 Plaintiffs and other non-party Aggrieved Employees did not receive payment of all wages,
16 including, but not limited to, overtime wages, minimum wages, and/or meal and rest period
17 premiums, within permissible time periods.

18 43. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
19 should have known that other non-party Aggrieved Employees were entitled to receive full
20 reimbursement for all business-related expenses and costs they incurred during the course and
21 scope of their employment and that they did not receive full reimbursement of applicable
22 business-related expenses and costs incurred.

23 44. Plaintiffs are informed and believe, and thereon allege, that at all times herein
24 mentioned, Defendants knew or should have known that Defendants had a duty to provide
25 Plaintiffs and other non-party Aggrieved Employees with written notice of the material terms
26 of their employment with Defendants as required by the California Wage Theft Prevention Act,
27 but failed to do so.

28 45. Plaintiffs are informed and believe, and thereon allege, that at all times herein

mentioned, Defendants knew or should have known that they had a duty to compensate Plaintiffs and other non-party Aggrieved Employees for all hours worked, and that Defendants had the financial ability to pay such compensation, but willfully, knowingly, and intentionally failed to do so, and falsely represented to Plaintiffs and other non-party Aggrieved Employees that they were properly denied wages, all in order to increase Defendants' profits.

46. At all times herein set forth, PAGA provides that any provision of law under the California Labor Code and applicable IWC Wage Order that provides for a civil penalty to be assessed and collected by the LWDA for violations of the California Labor Code and applicable IWC Wage Order may, as an alternative, be recovered by aggrieved employees in a civil action brought on behalf of themselves and other current or former employees pursuant to procedures outlined in California Labor Code section 2699.3.

47. PAGA defines an "aggrieved employee" in Labor Code section 2699(c) as "any person who was employed by the alleged violator and against whom one or more of the alleged violations was committed."

48. Plaintiffs and other current and former employees of Defendants are "aggrieved employees" as defined by Labor Code section 2699(c) in that they are all Defendants' current or former employees and one or more of the alleged violations were committed against them.

49. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved employee, including Plaintiffs, may pursue a civil action arising under PAGA after the following requirements have been met:

(a) The aggrieved employee shall give written notice by online filing (hereinafter "Employee's Notice") to the LWDA and by certified mail to the employer of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations.

(b) An aggrieved employee's notice filed with the LWDA pursuant to 2699.3(a) and any employer response to that notice shall be accompanied by a filing fee of seventy-five dollars (\$75).

1 (c) The LWDA shall provide notice (hereinafter “LWDA Notice”) to the
2 employer and the aggrieved employee by certified mail that it does not
3 intend to investigate the alleged violation within sixty (60) calendar days
4 of the postmark date of the Employee’s Notice. Upon receipt of the
5 LWDA Notice, or if the LWDA Notice is not provided within sixty-five
6 (65) calendar days of the postmark date of the Employee’s Notice, the
7 aggrieved employee may commence a civil action pursuant to California
8 Labor Code section 2699 to recover civil penalties in addition to any other
9 penalties to which the employee may be entitled.

10 50. Pursuant to California Labor Code sections 2699.3(c), aggrieved employees,
11 through Plaintiffs, may pursue a civil action arising under PAGA for violations of any provision
12 other than those listed in Section 2699.5 after the following requirements have been met:

13 (a) The aggrieved employee or representative shall give written notice by
14 online filing to the LWDA and by certified mail to the employer of
15 the specific provisions of the California Labor Code alleged to have
16 been violated (other than those listed in Section 2699.5), including the
17 facts and theories to support the alleged violation.

18 (b) An aggrieved employee’s notice filed with the LWDA pursuant to
19 2699.3(c) and any employer response to that notice shall be
20 accompanied by a filing fee of seventy-five dollars (\$75).

21 (c) The employer may cure the alleged violation within thirty-three (33)
22 calendar days of the postmark date of the notice. The employer shall
23 give written notice by certified mail within that period of time to the
24 aggrieved employee or representative and the agency if the alleged
25 violation is cured, including a description of actions taken, and no
26 civil action pursuant to Section 2699 may commence. If the alleged
27 violation is not cured within the 33-day period, the employee may
28 commence a civil action pursuant to Section 2699.

1 51. On August 12, 2022, Plaintiff Rodriguez provided written notice by online filing
2 to the LWDA and by certified mail to Defendants of the specific provisions of the California
3 Labor Code alleged to have been violated, including facts and theories to support the alleged
4 violations, in accordance with California Labor Code section 2699.3. Plaintiff Rodriguez’s
5 written notice was accompanied with the applicable filing fee of seventy-five dollars (\$75). The
6 LWDA PAGA Administrator has confirmed receipt of Plaintiff Rodriguez’s written notice and
7 assigned Plaintiff Rodriguez PAGA Case Number LWDA-CM-901693-22. A true and correct
8 copy of Plaintiff Rodriguez’s written notice to the LWDA and Defendants dated August 12,
9 2022, is attached hereto as “Exhibit 1.”

10 52. On August 12, 2022, Plaintiff Ibarra provided written notice by online filing to
11 the LWDA and by certified mail to Defendants of the specific provisions of the California Labor
12 Code alleged to have been violated, including facts and theories to support the alleged
13 violations, in accordance with California Labor Code section 2699.3. Plaintiff Ibarra’s written
14 notice was accompanied with the applicable filing fee of seventy-five dollars (\$75). The LWDA
15 PAGA Administrator has confirmed receipt of Plaintiff Ibarra’s written notice and assigned
16 Plaintiff Rodriguez Ibarra PAGA Case Number LWDA-CM-901696-22. A true and correct
17 copy of Plaintiff Ibarra’s written notice to the LWDA and Defendants dated August 12, 2022,
18 is attached hereto as “Exhibit 2.”

19 53. As of the filing date of this complaint, over 65 days have passed since Plaintiffs
20 sent the written notices described above, and the LWDA has not responded that it intends to
21 investigate Plaintiffs’ claims, and Defendants have not cured the violations.

22 54. Thus, Plaintiffs have satisfied the administrative prerequisites under California
23 Labor Code sections 2699.3(a) and 2699.3(c) to recover civil penalties against Defendants for
24 violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516,
25 1174(d), 1182.12, 1194, 1197, 1198, 2802, and 2810.5.

26 55. Labor Code section 558(a) provides “[a]ny employer or other person acting on
27 behalf of an employer who violates, or causes to be violated, a section of this chapter or any
28 provision regulating hours and days of work in any order of the Industrial Welfare Commission

1 shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for
2 each underpaid employee for each pay period for which the employee was underpaid. . . . (2)
3 For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for
4 each pay period for which the employee was underpaid. . . .” Labor Code section 558(c)
5 provides “[t]he civil penalties provided for in this section are in addition to any other civil or
6 criminal penalty provided by law.” Plaintiffs, acting in the public interest as private attorneys
7 general, seek assessment and collection of civil penalties under Labor Code section 558 for
8 themselves, all other non-party Aggrieved Employees, and the State of California against
9 Defendants for violations of Labor Code sections 510, 512(a), 516, 1198, and the applicable
10 IWC Wage Order. Plaintiffs, acting in the public interest as private attorneys general, do not
11 seek the recovery of unpaid wages under Labor Code section 558 from Defendants for violations
12 of Labor Code sections 510, 512(a), 516, 1198, and the applicable IWC Wage Order.

13 56. Defendants, at all times relevant to this complaint, were employers or persons
14 acting on behalf of an employer(s) who violated Plaintiffs’ and other non-party Aggrieved
15 Employees’ rights by violating various sections of the California Labor Code as set forth above.

16 57. As set forth below, Defendants have violated numerous provisions of both the
17 Labor Code sections regulating hours and days of work as well as the applicable IWC Wage
18 Order.

19 58. Pursuant to PAGA, and in particular, California Labor Code sections 2699(a),
20 2699.3(a), 2699.3(c), 2699.5, and section 558, Plaintiffs, acting in the public interest as private
21 attorneys general, seek assessment and collection of civil penalties for themselves, all other
22 non-party Aggrieved Employees, and the State of California against Defendants for violations
23 of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d),
24 1182.12, 1194, 1197, 1198, 2802, and 2810.5.

25 **FIRST CAUSE OF ACTION**

26 **For Civil Penalties, Pursuant to California Labor Code §§ 2698, *et seq.***

27 **(Against all Defendants)**

28 59. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and

every allegation set forth above.

60. California Labor Code §§ 2698, *et seq.* (“PAGA”) permits Plaintiffs to recover civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code section 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1198, and 2802. Labor Code section 2699.3(c) permits aggrieved employees, including Plaintiffs, to recover civil penalties for violations of those Labor Code sections not found in section 2699.5, including sections 516, 1182.12, and 2810.5.

61. Defendants’ conduct, as alleged herein, violates numerous sections of the California Labor Code, including, but not limited to, the following:

- (a) Violation of Labor Code sections 510 and 1198, and the applicable IWC Wage Order for Defendants’ failure to compensate Plaintiffs and other non-party Aggrieved Employees with all required overtime pay, as set forth below;
- (b) Violation of Labor Code sections 1182.12, 1194, 1197, and 1198, and the applicable IWC Wage Order for Defendants’ failure to compensate Plaintiffs and other non-party Aggrieved Employees with at least minimum wages for all hours worked, as set forth below;
- (c) Violation of Labor Code sections 226.7, 512(a), 516, and 1198, and the applicable IWC Wage Order for Defendants’ failure to provide Plaintiffs and other non-party Aggrieved Employees with meal periods, as set forth below;
- (d) Violation of Labor Code sections 226.7, 516, and 1198, and the applicable IWC Wage Order for Defendants’ failure to authorize and permit Plaintiffs and other non-party Aggrieved Employees to take rest periods, as set forth below;
- (e) Violation of Labor Code sections 226(a) and 1198, and the applicable IWC Wage Order for failure to provide accurate and complete wage statements to Plaintiffs and other non-party Aggrieved Employees, as set

1 forth below;

2 (f) Violation of Labor Code section 204 for failure to pay all earned wages
3 during employment, as set forth below;

4 (g) Violation of Labor Code sections 201 and 202 for failure to pay all earned
5 wages upon termination, as set forth below;

6 (h) Violation of Labor Code section 2802 for failure to reimburse Plaintiffs
7 and other non-party Aggrieved Employees for all business expenses
8 necessarily incurred, as set forth below; and

9 (i) Violation of Labor Code section 2810.5(a)(1)(A)-(C) for failure to
10 provide written notice of information material to Plaintiffs' and other
11 non-party Aggrieved Employees' employment with Defendants, as set
12 forth below.

13 **FAILURE TO PAY OVERTIME**

14 **VIOLATION OF LABOR CODE SECTIONS 510 AND 1198**

15 62. Labor Code section 1198 makes it illegal to employ an employee under
16 conditions of labor that are prohibited by the applicable wage order. California Labor Code
17 section 1198 requires that “. . . the standard conditions of labor fixed by the commission shall
18 be the . . . standard conditions of labor for employees. The employment of any employee . . .
19 under conditions of labor prohibited by the order is unlawful.”

20 63. California Labor Code section 1198 and the applicable IWC Wage Order provide
21 that it is unlawful to employ persons without compensating them at a rate of pay either time-
22 and-one-half or two-times that person's regular rate of pay, depending on the number of hours
23 worked by the person on a daily or weekly basis.

24 64. Specifically, the applicable IWC Wage Order provides that Defendants are and
25 were required to pay Plaintiffs and other non-party Aggrieved Employees working more than
26 eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of time and
27 one-half (1 ½) for all hours worked in excess of eight (8) hours in a day or more than forty (40)
28 hours in a workweek.

1 65. The applicable IWC Wage Order further provides that Defendants are and were
2 required to pay Plaintiffs and other non-party Aggrieved Employees working more than twelve
3 (12) hours in a day, overtime compensation at a rate of two (2) times their regular rate of pay.
4 An employee's regular rate of pay includes all remuneration for employment paid to, or on
5 behalf of, the employee, including nondiscretionary bonuses and incentive pay.

6 66. California Labor Code section 510 codifies the right to overtime compensation
7 at one and one-half (1 ½) times the regular rate of pay for hours worked in excess of eight (8)
8 hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh
9 (7th) day of work, and to overtime compensation at twice the employee's regular rate of pay for
10 hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on
11 the seventh (7th) day of work.

12 67. During the relevant time period, Defendants willfully failed to pay all overtime
13 wages owed to Plaintiffs and other non-party Aggrieved Employees. During the relevant time
14 period, Plaintiffs and other non-party Aggrieved Employees were not paid overtime premiums
15 for all of the hours they worked in excess of eight (8) hours in a day, in excess of twelve (12)
16 hours in a day, and/or in excess of forty (40) hours in a week, because all hours worked were
17 not recorded.

18 68. First, Defendants had, and continue to have, a company-wide policy and/or
19 practice of discouraging and impeding Plaintiffs and other non-party Aggrieved Employees
20 from recording hours worked that were outside their scheduled shifts, in order to limit the
21 amount of overtime employees could accrue. Specifically, Defendants instructed Plaintiffs and
22 other non-party Aggrieved Employees not to log more than 7 hours and 45 minutes of work for
23 each workday, and employees were required to clock in and out throughout the workday at each
24 of Defendants' client's facility or site. This limitation on overtime accrual was based on a
25 company-wide policy of staffing their operations strictly based on the labor hours or labor
26 budget set by the corporate office. On information and belief, this policy of limiting overtime,
27 coupled with Defendants' practice of understaffing and assignment of heavy workloads, led
28 Plaintiffs and other non-party Aggrieved Employees to work off-the-clock before and after their

1 scheduled shift times in order to complete their assigned tasks.

2 69. For example, Defendants required Plaintiffs and other non-party Aggrieved
3 Employees to open the facility, disarm the facility alarm, and walk to the back of the facility
4 before clocking in for a shift. Oftentimes, Plaintiffs and other non-party Aggrieved Employees
5 worked at several different client facilities during a single workday, and spent several minutes
6 at each site performing these tasks prior to being able to clock in. Furthermore, Defendants
7 required Plaintiffs and other non-party Aggrieved Employees to use a single timekeeping
8 machine at each facility to clock in for a shift resulting in a 2-minute delay before clocking in.
9 Moreover, due to Defendants' practice and/or policy of scheduling shifts outside of business
10 hours, Plaintiffs and other non-party Aggrieved Employees were required to wait to enter
11 facilities only during specific time periods (i.e., once offices were closed and their employees
12 had left the premises). Thus, on several occasions, Plaintiffs were required to clock out and
13 wait up to four (4) hours on or near the site for a subsequent work assignment from management
14 or for a facility to close (i.e., for office employees to leave) to complete a work assignment.
15 When this occurred, Plaintiffs were unable to record this off-the-clock work because
16 Defendants' management prohibited them from recording these overtime hours or did not
17 provide them a means to account for this time. This off-the-clock work could have been
18 recorded by Defendants, but they refused to do so to avoid payment of overtime wages to
19 Plaintiffs and other non-party Aggrieved Employees.

20 70. Second, Defendants implemented, on a company-wide basis, an employer-
21 imposed requirement that Plaintiffs and other non-party Aggrieved Employees undergo
22 mandatory COVID-19 temperature checks. Prior to their shifts, Plaintiffs and other non-party
23 Aggrieved Employees were required to spend time undergoing a temperature check, before
24 being permitted to clock in for their shifts. Even though Defendants required these temperature
25 checks, Defendants did not provide Plaintiffs and other non-party Aggrieved Employees a
26 mechanism to record this time worked so they could be compensated for the time spent
27 undergoing mandatory temperature checks.

28 71. Third, as stated, Defendants had, and continue to have, a uniform practice and/or

1 policy of requiring employees to perform work while off-the-clock, including calling employees
2 off-the-clock to discuss work-related matters. For example, Plaintiffs' manager would call them
3 on their personal cellular phones to discuss the status of certain facilities they were assigned to
4 clean, outside of their scheduled shifts or during their meal periods. Moreover, when Plaintiffs
5 and other non-party Aggrieved Employees traveled to work at different facilities throughout
6 their shifts, they were not compensated for their travel time, as they were required to clock in
7 and at out each facility being serviced. For example, when Plaintiffs were assigned to work at
8 four facilities in San Diego, they spent approximately 40 minutes traveling a total of 15 miles
9 from site to site, but were not paid for this travel time. Thus, Defendants failed to track this
10 time spent working off-the-clock, and Plaintiffs and other non-party Aggrieved Employees
11 received no compensation for this time they remained under Defendants' control.

12 72. Fourth, as stated, Defendants' use of labor budgets, combined with heavy
13 workloads, resulted in chronic understaffing and a failure to provide Plaintiffs and other non-
14 party Aggrieved Employees with adequate meal period coverage, because there were too few
15 employees on duty to handle the workload. For example, Plaintiffs were assigned a strict
16 amount of labor hours for each facility they cleaned, and clocked out for meal periods in
17 accordance with the facility labor budget enforced by Defendants' management, but continued
18 working as a result of the inadequate meal period coverage and heavy workload. In addition,
19 Defendants also had a practice of failing to schedule meal periods, which further caused
20 Plaintiffs and other non-party Aggrieved Employees to not be relieved of their duties for
21 compliant meal periods. Thus, Plaintiffs and other non-party Aggrieved Employees missed
22 and/or had meal periods interrupted or cut short in order to complete their assigned workloads.
23 Defendants did not pay Plaintiffs and other non-party Aggrieved Employees for the time they
24 continued to perform tasks during meal periods.

25 73. Defendants knew or should have known that, as a result of these company-wide
26 practices and/or policies, Plaintiffs and other non-party Aggrieved Employees were performing
27 their assigned duties off-the-clock before and after their shifts and during meal periods, and
28 were suffered or permitted to perform work for which they were not paid. Because Plaintiffs

1 and other non-party Aggrieved Employees regularly worked shifts of eight (8) hours a day or
2 more, or forty (40) hours a week or more, some of this off-the-clock work qualified for overtime
3 premium pay.

4 74. Defendants' failure to pay Plaintiffs and other non-party Aggrieved Employees
5 the balance of overtime compensation as required by California law, violates the provisions of
6 California Labor Code sections 510 and 1198. Plaintiffs and other non-party Aggrieved
7 Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections 558
8 and/or 2699(a), (f), and (g).

9 **FAILURE TO PAY MINIMUM WAGES**

10 **VIOLATION OF LABOR CODE SECTIONS 1182.12, 1194, 1197, AND 1198**

11 75. At all relevant times, California Labor Code sections 1182.12, 1194, 1197, and
12 1198 provide that the minimum wage for employees fixed by the IWC is the minimum wage to
13 be paid to employees, and the payment of a wage less than the minimum so fixed is unlawful.
14 Compensable work time is defined in IWC Wage Order No. 5-2001 as "the time during which
15 an employee is subject to the control of an employer, and includes all the time the employee is
16 suffered or permitted to work, whether or not required to do so." Cal. Code. Regs. tit. 8,
17 § 11050(2)(K) (defining "Hours Worked").

18 76. As stated above, Defendants' company-wide practice of restricting overtime
19 accrual (pursuant to their labor budgets) by not recording hours worked that were outside of
20 employees' scheduled shifts, Defendants systematically failed to pay Plaintiffs and other non-
21 party Aggrieved Employees for actual hours worked before and after their scheduled shifts,
22 because these hours were not accurately recorded. Thus, Plaintiffs and other non-party
23 Aggrieved Employees were required to work off-the-clock, including, but not limited to,
24 completing work-related tasks, waiting to clock in, submitting to mandatory pre-shift COVID-
25 19 temperature checks, communicating with their supervisors on their personal cellular phones,
26 and traveling from site to site, but were not compensated for this time. Additionally, as set forth
27 above, due to Defendants' uniform practices of utilizing labor budgets, understaffing,
28 assignment of heavy workloads, failure to schedule meal periods, and resultant lack of meal

1 period coverage, Plaintiffs and other non-party Aggrieved Employees were impeded from
2 taking all uninterrupted meal periods to which they were entitled and were required to work off-
3 the-clock.

4 77. Thus, Defendants did not pay minimum wages for all hours worked by Plaintiffs
5 and other non-party Aggrieved Employees. To the extent that these off-the-clock hours did not
6 qualify for overtime premium payment, Defendants did not pay at least minimum wages for
7 those hours worked off-the-clock in violation of California Labor Code sections 1182.12, 1194,
8 1197, and 1198.

9 78. Defendants' failure to pay Plaintiffs and other non-party Aggrieved Employees
10 minimum wages violates California Labor Code sections 1182.12, 1194, 1197, and 1198.
11 Plaintiffs and other non-party Aggrieved Employees are therefore entitled to recover civil
12 penalties pursuant to Labor Code sections 2699(a), (f), and (g).

13 **FAILURE TO PROVIDE AND RECORD MEAL PERIODS**

14 **VIOLATION OF LABOR CODE SECTIONS 226.7, 512(a), 516, AND 1198**

15 79. At all relevant times herein set forth, the applicable IWC Wage Order and
16 California Labor Code sections 226.7, 512(a), 516, and 1198 were applicable to Plaintiffs' and
17 other non-party Aggrieved Employees' employment by Defendants.

18 80. At all relevant times herein set forth, California Labor Code section 512(a)
19 provides that an employer may not require, cause, or permit an employee to work for a period
20 of more than five (5) hours per day without providing the employee with a meal period of not
21 less than thirty (30) minutes, except that if the total work period per day of the employee is not
22 more than six (6) hours, the meal period may be waived by mutual consent of both the employer
23 and the employee. Under California law, first meal periods must start after no more than five
24 hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012).

25 81. At all relevant times herein set forth, California Labor Code sections 226.7,
26 512(a), 516, and 1198 provide that no employer shall require an employee to work during any
27 meal period mandated by an applicable order of the IWC.

28 82. At all relevant times herein set forth, Labor Code sections 226.7 and 512(a) and

1 the applicable IWC Wage Order also require employers to provide a second meal period of not
2 less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an
3 employee one (1) additional hour of pay at the employee's regular rate, except that if the total
4 hours worked is no more than twelve (12) hours, the second meal period may be waived by
5 mutual consent of the employer and the employee only if the first meal period was not waived.

6 83. First, as stated, Defendants had, and continue to have, company-wide policies
7 and/or practices of understaffing their operations pursuant to their labor budget practices, while
8 simultaneously assigning heavy workloads, which resulted in a lack of meal period coverage
9 and prevented Plaintiffs and other non-party Aggrieved Employees from taking all timely,
10 uninterrupted meal periods to which they were entitled. Further, as stated, Defendants had a
11 company-wide practice of failing to schedule meal periods, which further prevented Plaintiffs
12 and other non-party Aggrieved Employees from taking all compliant meal periods. As a result
13 of Defendants' practices and/or policies, Plaintiffs and other non-party Aggrieved Employees
14 were forced to work in excess of five (5) hours before taking a meal period and, at times, had
15 their meal periods interrupted, and/or had to forgo their meal periods altogether.

16 84. Second, as stated, on information and belief, because Defendants frowned upon
17 employees accruing meal period penalties, Defendants' management pressured Plaintiffs and
18 other non-party Aggrieved Employees to clock out for meal periods, even when they did not
19 receive a compliant meal period, in order to strictly limit meal penalties that Defendants would
20 otherwise owe. For example, at Defendants' management's direction, approximately three (3)
21 times per week, Plaintiff Rodriguez would log that her meal period was taken within the first
22 five (5) hours of her shift, even though she was only able to take her meal periods until after her
23 sixth hour of work.

24 85. Moreover, as stated, Defendants' company-wide policy and/or practice of
25 requiring Plaintiffs and other non-party Aggrieved Employees to use their personal cellular
26 phones to communicate with management at all times, including during meal periods. As a
27 result of Defendants' policy and/or practice, Plaintiff Rodriguez and other non-party Aggrieved
28 Employees were compelled to remain on duty, respond to calls on their personal cellular phones,

1 and/or perform work-related duties during their unpaid meal periods.

2 86. Also, Defendants did not provide other non-party Aggrieved Employees with
3 second 30-minute meal periods on days that they worked in excess of ten (10) hours in one day.
4 Plaintiffs and other non-party Aggrieved Employees did not sign valid meal period waivers on
5 days that they were entitled to meal periods and were not relieved of all duties.

6 87. Moreover, Defendants had a company-wide policy of requiring all newly hired
7 employees to sign blanket meal period waivers at or near their time of hire. Defendants took
8 the position that non-exempt, hourly paid employees had waived their rights to first and/or
9 second meal periods for the entirety of their employment and, on that basis, did not provide
10 them with all meal periods to which they were entitled. Defendants' presumption that meal
11 periods would not be provided for shifts in excess of five (5) hours but less than six (6) hours
12 and for shifts in excess of ten (10) hours but less than twelve (12) hours, due to blanket meal
13 period waivers signed at or near the time of hire, discouraged and impeded Plaintiffs and other
14 non-party Aggrieved Employees from taking all meal periods to which they were entitled.

15 88. Furthermore, an employer's obligation to provide a meal period is only
16 "triggered" when the employer "employs an employee for a work period of more than five hours
17 per day." *Brinker*, 53 Cal. 4th at 1039 ("If an employer engages, suffers, or permits anyone to
18 work for a full five hours, its meal break obligation is triggered.").

19 [A]fter the meal break obligation is triggered . . . an employer is put to a
20 choice: it must (1) afford an off-duty meal period; (2) consent to a
21 mutually agreed-upon waiver if one hour or less will end the shift; or (3)
22 obtain written agreement to an on-duty meal period if circumstances
permit. Failure to do one of these will render the employer liable for
premium pay.

23 *Id.* (citing Cal. Labor Code § 226.7; Wage Order No. 5, subd. 11(A), (B)). That Defendants
24 required Plaintiffs and other non-party Aggrieved Employees to sign meal period waivers
25 simultaneously at or near their time of hire (as opposed to on a specific work day) renders them
26 invalid and unenforceable, because Defendants' obligation to provide Plaintiffs and other non-
27 party Aggrieved Employees with meal periods did not arise until they had employed them for a
28 full five (5) hours.

1 89. At all times mentioned herein, Defendants knew or should have known that as a
2 result of their policies, Plaintiffs and other non-party Aggrieved Employees were not actually
3 relieved of all duties to take timely, uninterrupted meal periods. Defendants further knew or
4 should have known that they did not pay Plaintiffs and other non-party Aggrieved Employees
5 meal period premiums when meal periods were late, interrupted, shortened, and/or missed.

6 90. Furthermore, Defendants engaged in a company-wide practice and/or policy of
7 not paying all meal period premiums owed when compliant meal periods are not provided.
8 Because of this practice and/or policy, Plaintiffs and other non-party Aggrieved Employees
9 have not received premium pay for missed, late, and interrupted meal periods.

10 91. Thus, Defendants failed to provide Plaintiffs and other non-party Aggrieved
11 Employees compliant meal periods and failed to pay the full meal period premiums due.
12 Defendants' conduct violates the applicable IWC Wage Order, and California Labor Code
13 sections 226.7, 512(a), 516, and 1198. Plaintiffs and other non-party Aggrieved Employees are
14 therefore entitled to recover civil penalties pursuant to Labor Code sections 558 and/or 2699(a),
15 (f), and (g).

16 **FAILURE TO AUTHORIZE AND PERMIT REST PERIODS**

17 **VIOLATION OF LABOR CODE SECTIONS 226.7, 516, AND 1198**

18 92. At all relevant times herein set forth, the applicable IWC Wage Order and
19 California Labor Code sections 226.7, 516, and 1198 were applicable to Plaintiffs' and other
20 non-party Aggrieved Employees' employment by Defendants.

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

27 94. At all relevant times, California Labor Code section 226.7 provides that no
28 employer shall require an employee to work during any rest period mandated by an applicable

1 order of the California IWC. To comply with its obligation to authorize and permit rest periods
2 under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer
3 must “relinquish any control over how employees spend their break time, and relieve their
4 employees of all duties—including the obligation that an employee remain on call. A rest
5 period, in short, must be a period of rest.” *Augustus v. ABM Security Services, Inc.*, 2 Cal. 5th
6 257, 269-270 (2016).

7 95. Pursuant to the applicable IWC Wage Order and California Labor Code section
8 226.7(c), Plaintiffs and other non-party Aggrieved Employees are entitled to recover from
9 Defendants one (1) additional hour of pay at their regular rates of pay for each work day that a
10 required rest period was not authorized and permitted.

11 96. During the relevant time period, Defendants regularly failed to authorize and
12 permit Plaintiffs and other non-party Aggrieved Employees to take a ten (10) minute rest period
13 per each four (4) hour period worked or major fraction thereof. As with meal periods,
14 Defendants’ policies and/or practices of understaffing and assigning heavy workloads prevented
15 Plaintiffs and other non-party Aggrieved Employees from being relieved of all duty in order to
16 take compliant rest periods. Defendants also failed to schedule rest periods, which, coupled
17 with Defendants’ failure to provide adequate rest period coverage, further led to Plaintiffs and
18 other non-party Aggrieved Employees not being authorized and permitted to take rest periods.

19 97. Furthermore, Defendants maintained a company-wide on-premises rest period
20 policy, which mandated that Plaintiffs and other non-party Aggrieved Employees remain on the
21 work premises during their rest periods. Because Plaintiffs and other non-party Aggrieved
22 Employees were restricted from leaving the premises during rest periods, they were denied the
23 ability to use their rest periods freely for their own purposes, such as running personal errands.
24 Thus, Defendants effectively maintained control over Plaintiffs and other non-party Aggrieved
25 Employees during rest periods.

26 98. As a result of Defendants’ practices and policies, Plaintiffs and other non-party
27 Aggrieved Employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess
28 of 10 hours without receiving all uninterrupted 10-minute rest periods to which they were

entitled. For example, approximately four (4) times a week, Plaintiffs would have to forego their rest periods altogether due to the heavy workload and lack of rest period coverage.

99. Defendants also have engaged in a company-wide practice and/or policy of not paying all rest period premiums owed when compliant rest periods are not authorized and permitted. Because of this practice and/or policy, Plaintiffs and other non-party Aggrieved Employees have not received premium pay for all missed rest periods.

100. Defendants' conduct violates the applicable IWC Wage Order and California Labor Code sections 226.7, 516, and 1198. Plaintiffs and other non-party Aggrieved Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections 558 and/or 2699(a), (f), and (g).

FAILURE TO PROVIDE AND MAINTAIN COMPLIANT WAGE STATEMENTS
VIOLATION OF LABOR CODE SECTIONS 226(a), 1174(d), AND 1198

101. At all relevant times herein set forth, California Labor Code section 226(a) provides that every employer shall furnish each of his or her employees an accurate and complete itemized wage statement in writing, including, but not limited to, the name and address of the legal entity that is the employer, the inclusive dates of the pay period, total hours worked, and all applicable rates of pay.

102. At all relevant times, Defendants have knowingly and intentionally provided Plaintiffs and other non-party Aggrieved Employees with uniform, incomplete, and inaccurate wage statements. For example, Defendants issued uniform wage statements to Plaintiffs and other non-party Aggrieved Employees that fail to correctly list: gross wages earned; total hours worked; net wages earned; and all applicable hourly rates in effect during the pay period, including rates of pay for overtime wages and/or meal and rest period premiums, and the corresponding number of hours worked at each hourly rate. Specifically, Defendants violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

103. Because Defendants did not record the time Plaintiffs and other non-party Aggrieved Employees spent working off-the-clock and deducted time from their records for meal periods that were interrupted and/or missed (and therefore time for which they should have

1 been paid), Defendants did not list the correct amount of gross wages and net wages earned by
2 Plaintiffs and other non-party Aggrieved Employees in compliance with section 226(a)(1) and
3 section 226(a)(5), respectively. For the same reason, Defendants failed to accurately list the
4 total number of hours worked by Plaintiffs and other non-party Aggrieved Employees, in
5 violation of section 226(a)(2), and failed to list the applicable hourly rates of pay in effect during
6 the pay period and the corresponding accurate number of hours worked at each hourly rate, in
7 violation of section 226(a)(9).

8 104. The wage statement deficiencies also include, without limitation, failing to list
9 the number of piece-rate units earned and any applicable piece rate if the employee is paid on a
10 piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period for
11 which employees were paid; failing to list the name of the employee and only the last four digits
12 of his or her social security number or an employee identification number other than a social
13 security number; failing to list the name and address of the legal entity that is the employer;
14 and/or failing to state all hours worked as a result of not recording or stating hours worked off-
15 the-clock.

16 105. California Labor Code section 1174(d) provides that “[e]very person employing
17 labor in this state shall . . . [k]eep a record showing the names and addresses of all employees
18 employed and the ages of all minors” and “[k]eep, at a central location in the state or at the
19 plants or establishments at which employees are employed, payroll records showing the hours
20 worked daily by and the wages paid to, and the number of piece-rate units earned by and any
21 applicable piece rate paid to, employees employed at the respective plants or
22 establishments. . . .” Labor Code section 1174.5 provides that employers are subject to a \$500
23 civil penalty if they fail to maintain accurate and complete records as required by section
24 1174(d). During the relevant time period, and in violation of Labor Code section 1174(d),
25 Defendants willfully failed to maintain accurate payroll records for Plaintiffs and other non-
26 party Aggrieved Employees showing the daily hours they worked and the wages paid thereto as
27 a result of failing to record the off-the-clock hours that they worked.

28 106. California Labor Code section 1198 provides that the maximum hours of work

1 and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set
2 forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he employment
3 of any employees for longer hours than those fixed by the order or under conditions of labor
4 prohibited by the order is unlawful.” Pursuant to the applicable IWC Wage Order, employers
5 are required to keep accurate time records showing when the employee begins and ends each
6 work period and meal period. During the relevant time period, Defendants failed, on a
7 company-wide basis, to keep accurate records of work and meal period start and stop times for
8 Plaintiffs and other non-party Aggrieved Employees, in violation of section 1198. Furthermore,
9 in light of Defendants’ failure to provide other non-party Aggrieved Employees with second
10 30-minute meal periods to which they were entitled, Defendants kept no records of meal start
11 and end times for second meal periods.

12 107. Defendants’ conduct violates California Labor Code sections 226(a), 1174(d),
13 and 1198. Plaintiffs and other non-party Aggrieved Employees are therefore entitled to recover
14 civil penalties pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f), and (g).

15 **FAILURE TO PAY WAGES DURING EMPLOYMENT**

16 **VIOLATION OF LABOR CODE SECTION 204**

17 108. At all relevant times herein set forth, California Labor Code section 204 requires
18 that all wages earned by any person in any employment between the 1st and the 15th days,
19 inclusive, of any calendar month, other than those wages due upon termination of an employee,
20 are due and payable between the 16th and the 26th day of the month during which the labor was
21 performed. Labor Code section 204 further provides that all wages earned by any person in any
22 employment between the 16th and the last day, inclusive, of any calendar month, other than
23 those wages due upon termination of an employee, are due and payable between the 1st and the
24 10th day of the following month.

25 109. At all relevant times herein, California Labor Code section 204 also requires that
26 all wages earned for labor in excess of the normal work period shall be paid no later than the
27 payday for the next regular payroll period. Alternatively, at all relevant times herein, Labor
28 Code section 204 provides that the requirements of this section are deemed satisfied by the

1 payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more
2 than seven (7) calendar days following the close of the payroll period.

3 110. During the relevant time period, Defendants willfully failed to pay Plaintiffs and
4 other non-party Aggrieved Employees all wages due including, but not limited to, overtime
5 wages, minimum wages, and/or meal and rest period premiums, within the time periods
6 specified by California Labor Code section 204.

7 111. Plaintiffs and other non-party Aggrieved Employees are therefore entitled to
8 recover civil penalties pursuant to Labor Code sections 210 and/or 2699(a), (f), and (g).

9 **FAILURE TO PAY WAGES UPON TERMINATION**

10 **VIOLATION OF LABOR CODE SECTIONS 201 AND 202**

11 112. At all times relevant herein set forth, California Labor Code sections 201 and
12 202 provide that if an employer discharges an employee, the wages earned and unpaid at the
13 time of discharge are due and payable immediately, and that if an employee voluntarily leaves
14 his or her employment, his or her wages shall become due and payable not later than seventy-
15 two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice
16 of his or her intention to quit, in which case the employee is entitled to his or her wages at the
17 time of quitting.

18 113. During the relevant time period, on information and belief, Defendants had a
19 company-wide practice or policy of paying departing employees their final wages on the next
20 regular pay cycle, instead of adhering to the time requirements set forth in Labor Code sections
21 201 and 202. For example, Plaintiffs provided more than seventy-two (72) hours previous
22 notice of their intention to quit, stating their last date of work would be on or around November
23 19, 2021. However, Defendants did not provide them with their final paycheck until 2-3 weeks
24 later. Thus, Defendants failed to pay Plaintiffs their final wages at the time of quitting, in
25 violation of Labor Code section 202.

26 114. Additionally, Defendants willfully failed to pay Plaintiffs and other non-party
27 Aggrieved Employees who are no longer employed by Defendants the earned and unpaid wages
28 set forth above, including but not limited to, overtime wages, minimum wages, and/or meal and

1 rest period premiums, either at the time of discharge, or within seventy-two (72) hours of their
2 leaving Defendants' employ.

3 115. Defendants' failure to pay Plaintiffs and those non-party Aggrieved Employees
4 who are no longer employed by Defendants their wages earned and unpaid at the time of
5 discharge, or within seventy-two (72) hours of their leaving Defendants' employ, violates
6 California Labor Code sections 201 and 202. Plaintiffs and other non-party Aggrieved
7 Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections 256
8 and/or 2699(a), (f), and (g).

9 **FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES**

10 **VIOLATION OF LABOR CODE SECTION 2802**

11 116. At all times herein set forth, California Labor Code section 2802 provides that
12 an employer must reimburse employees for all necessary expenditures and losses incurred by
13 the employee in the performance of his or her job. The purpose of Labor Code section 2802 is
14 to prevent employers from passing off their cost of doing business and operating expenses on
15 to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144
16 (2014). The applicable wage order, IWC Wage Order No. 5-2001, provides that: "[w]hen tools
17 or equipment are required by the employer or are necessary to the performance of a job, such
18 tools and equipment shall be provided and maintained by the employer, except that an employee
19 whose wages are at least two (2) times the minimum wage provided herein may be required to
20 provide and maintain hand tools and equipment customarily required by the trade or craft." IWC
21 Wage Order No. 5-2001 further provides that: "[w]hen uniforms are required by the employer
22 to be worn by the employee as a condition of employment, such uniforms shall be provided and
23 maintained by the employer."

24 117. First, during the relevant time period, Defendants, on a company-wide basis,
25 required that Plaintiffs and other non-party Aggrieved Employees use their own personal mobile
26 devices, including, but not limited to, cellular phones, and/or mobile data to carry out their job
27 duties, but failed to reimburse them for the costs of their work-related mobile device expenses.
28 Specifically, Plaintiffs used their personal cellular phones to communicate with managers

1 regarding the status of cleaning facilities and other work-related tasks, and were further required
2 to take photos of cleaned areas and send them to their managers via text message. Although
3 Defendants required Plaintiffs and other non-party Aggrieved Employees to utilize their
4 personal mobile devices and/or mobile data to carry out their work-related responsibilities,
5 Defendants failed to reimburse them for this cost.

6 118. Second, during the relevant time period, Defendants, had a company-wide policy
7 of requiring Plaintiffs and other non-party Aggrieved Employees to utilize their own personal
8 vehicles for work purposes, but failed to reimburse them for all costs of travel, including
9 mileage. For example, Plaintiff Ibarra and other non-party Aggrieved Employees were required
10 to drive from site to site to various assigned facilities, but were not compensated for their travel
11 expenses or mileage. Although Defendants required Plaintiff Ibarra and other non-party
12 Aggrieved Employees to utilize their personal vehicles to carry out their work-related
13 responsibilities, Defendants failed to reimburse them for their mileage or travel expenses.

14 119. Third, during the relevant time period, Defendants expected Plaintiffs and other
15 non-party Aggrieved Employees to project a “professional image” and have an appearance
16 “consistent with good hygiene [and] safety.” Pursuant to Defendants’ written uniform policy,
17 Defendants required night crew employees to “wear their company issued uniform apron at all
18 times while on duty” and day porter, carpet, and floor tech employees to “dress in their company
19 issued uniform on a daily basis.” Furthermore, Defendants’ written policy states, “Each
20 employee will be responsible for keeping their uniforms/aprons clean and presentable for work.”
21 Plaintiffs and other non-party Aggrieved Employees were thus required to report to work
22 wearing clean and presentable uniforms bearing the company logo, including uniform aprons,
23 on a daily basis. For example, Defendants only provided Plaintiff Rodriguez with one (1) apron
24 at the beginning of her employment and Plaintiff Ibarra two (2) aprons at the beginning of her
25 employment. Because Defendants failed to provide Plaintiffs with an adequate number of
26 uniform items in relation to their scheduled shifts and for the tasks they were required to
27 perform, Plaintiffs were forced to wash their uniform items more frequently than they would
28 otherwise do laundry and incur expenses in doing so. For example, due to the nature of janitorial

1 work, Plaintiffs' aprons would become stained with dirt and chemicals, such that they were
2 unable to mix this in with their other laundry. As a result, they had to wash their uniforms
3 separately from any other clothing items and thus incurred additional utility and laundry
4 expenses for the upkeep of their uniforms. As a further example, Plaintiff Ibarra spent
5 approximately \$10 at the laundromat for the upkeep of her uniforms. Thus, Defendants failed
6 to maintain the uniforms they required Plaintiffs and other non-party Aggrieved Employees to
7 wear during their shifts and forced them to incur the cost of maintaining employee uniforms.

8 120. Defendants could have provided Plaintiffs and other non-party Aggrieved
9 Employees with the actual equipment for use on the job, such as company mobile devices and
10 company vehicles, and adequate number of uniforms or access to laundering services. Or,
11 Defendants could have reimbursed employees for the costs of their mobile device usage, travel
12 expenses, mileage, and laundering expenses or provided a uniform maintenance allowance.
13 Instead, Defendants passed these operating costs off onto Plaintiffs and other non-party
14 Aggrieved Employees. At all relevant times, Plaintiffs did not earn at least two (2) times the
15 minimum wage.

16 121. Defendants' company-wide policy and/or practice of passing on their operating
17 costs to Plaintiffs and other non-party Aggrieved Employees violates California Labor Code
18 section 2802. Defendants have intentionally and willfully failed to reimburse Plaintiffs and
19 other non-party Aggrieved Employees for necessary business-related expenses and costs.

20 122. Plaintiffs and other non-party Aggrieved Employees are therefore entitled to
21 recover civil penalties pursuant to Labor Code sections 2699(a), (f), and (g).

22 **FAILURE TO PROVIDE WRITTEN NOTICE OF MATERIAL TERMS OF**
23 **EMPLOYMENT**

24 **VIOLATION OF LABOR CODE SECTION 2810.5(a)(1)(A)-(C)**

25 123. California's Wage Theft Prevention Act was enacted to ensure that employers
26 provide employees with basic information material to their employment relationship at the time
27 of hiring, and to ensure that employees are given written and timely notice of any changes to
28 basic information material to their employment. Codified at California Labor Code section

1 2810.5, the Wage Theft Prevention Act provides that at the time of hiring, an employer must
2 provide written notice to employees containing basic and material payroll information,
3 including, among other things, the rate(s) of pay and basis thereof, whether paid by the hour,
4 shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, the
5 regular payday designated by the employer, and any allowances claims as part of the minimum
6 wage, including meal or lodging allowances. Labor Code § 2810.5(a)(1)(A)-(C).

7 124. Defendants failed to provide Plaintiffs and other non-party Aggrieved
8 Employees written notice that lists all the requisite information set forth in Labor Code section
9 2810.5(a)(1)(A)-(C). Defendants' failure to provide Plaintiffs and other non-party Aggrieved
10 Employees with written notice of basic information regarding their employment with
11 Defendants is in violation of Labor Code section 2810.5.

12 125. Plaintiffs and other non-party Aggrieved Employees are therefore entitled to
13 recover civil penalties pursuant to Labor Code sections 2699(a), (f), and (g).

14 **REQUEST FOR JURY TRIAL**

15 Plaintiffs request a trial by jury.

16 **PRAYER FOR RELIEF**

17 Plaintiffs, on behalf of all other non-party Aggrieved Employees, pray for relief and
18 judgment against Defendants, jointly and severally, as follows:

19 1. For civil penalties and attorneys' fees in excess of twenty-five thousand dollars
20 (\$25,000). Plaintiffs reserve the right to amend their prayer for relief to seek a different amount.

21 **As to the First Cause of Action**

22 2. That the Court declare, adjudge and decree that Defendants violated the
23 following California Labor Code provisions as to Plaintiffs and/or other non-party Aggrieved
24 Employees: 510 and 1198 (by failing to pay all overtime compensation); 1182.12, 1194, 1197,
25 and 1198 (by failing to pay at least minimum wages for all hours worked); 226.7, 512(a), 516,
26 and 1198 (by failing to provide all meal periods); 226.7, 516, and 1198 (by failing to authorize
27 and permit all rest periods); 226(a), 1174(d), and 1198 (by failing to provide accurate wage
28 statements and maintain accurate payroll records); 204 (by failing to timely pay all earned wages

1 during employment); 201 and 202 (by failing to timely pay all earned wages upon termination);
2 2802 (by failing to reimburse business expenses); and 2810.5 (by failing to provide written
3 notice of information material to employment);

4 3. For civil penalties, pursuant to California Labor Code sections 210, 226.3, 256,
5 558, 1174.5, and 2699(a), (f), and (g), for violations of California Labor Code sections 201,
6 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1198, 2802, and
7 2810.5;

8 4. For attorneys' fees and costs pursuant to California Labor Code section
9 2699(g)(1), and any and all other relevant statutes, for Defendants' violations of California
10 Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194,
11 1197, 1198, 2802, and 2810.5;

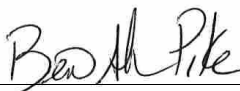
12 5. For pre-judgment and post-judgment interest as provided by law; and

13 6. For such other and further relief as the Court may deem equitable and
14 appropriate.

15
16 Dated: October 17, 2022

Respectfully submitted,

Capstone Law APC

17
18 By: 

19 Bevin Allen Pike
20 Daniel S. Jonathan
21 Trisha K. Monesi

22 Attorneys for Karla Rodriguez and Tania
23 Rodriguez Ibarra
24
25
26
27
28

EXHIBIT “1”



1875 Century Park East, Suite 1000
Los Angeles, California 90067
310.556.4811 Main | 310.943.0396 Fax

JEZZETTE RON
310.712.8142 Direct
Jezzette.Ron@capstonelawyers.com

August 12, 2022

VIA ONLINE SUBMISSION

California Labor & Workforce Development Agency
ATTN: PAGA Administrator
(<https://dir.tfaforms.net/308>)

Subject: *Karla Rodriguez v. CCS San Diego Janitorial, Inc., et al.*

Dear PAGA Administrator:

This office represents Karla Rodriguez in connection with her claims under the California Labor Code. Ms. Rodriguez was an employee of CCS SAN DIEGO JANITORIAL, INC.; CCS ENGINEERING FRESNO, INC.; CCS ENGINEERING LOS ANGELES, INC.; CCS ENGINEERING ORANGE COUNTY, INC.; CCS ENGINEERING SAN DIEGO, INC.; CCS LOS ANGELES JANITORIAL, INC.; CCS ORANGE COUNTY JANITORIAL, INC.; PACIFIC BUILDING CARE, INC.; and/or PBC COMMERCIAL CLEANING SYSTEMS, INC. For the purpose of this letter, Ms. Rodriguez collectively refers to these entities as "CCS."

The employers may be contacted directly at the addresses below:

CCS SAN DIEGO JANITORIAL, INC.
7343 RONSON RD, SUITE U
SAN DIEGO, CA 92111

CCS ENGINEERING FRESNO, INC.
2695 N FOWLER, SUITE 110A
FRESNO, CA 93727

CCS ENGINEERING LOS ANGELES, INC.
3001 RED HILL AVE, SUITE 6-220
COSTA MESA, CA 92626

CCS ENGINEERING ORANGE COUNTY, INC.
3001 RED HILL AVE, SUITE 6-220
COSTA MESA, CA 92626

CCS ENGINEERING SAN DIEGO, INC.
7343 RONSON RD, SUITE U
SAN DIEGO, CA 92111

CCS ORANGE COUNTY JANITORIAL, INC.
3001 RED HILL AVE, SUITE 6-220
COSTA MESA, CA 92626

CCS LOS ANGELES JANITORIAL, INC.
3001 RED HILL AVE, SUITE 6-220
COSTA MESA, CA 92626

PACIFIC BUILDING CARE, INC.
1165 S. PENNSYLVANIA ST. #200
DENVER, CO 80210

PACIFIC BUILDING CARE, INC.
1485 S LIPAN ST
DENVER, CO 80223

PBC COMMERCIAL CLEANING SYSTEMS, INC.
1165 S PENNSYLVANIA ST #200
DENVER, CO 80210

PBC COMMERCIAL CLEANING SYSTEMS, INC.
3001 RED HILL AVE #6-220
COSTA MESA, CA 92626

Ms. Rodriguez intends to seek civil penalties, attorney's fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.*, the Labor Code Private Attorneys General Act of 2004 ("PAGA"). Ms. Rodriguez seeks relief on behalf of herself, the State of California, and other persons who are or were employed by CCS as a non-exempt, hourly paid employee in California and who received at least one wage statement ("aggrieved employees"). This letter is sent in compliance with the notice and reporting requirements of California Labor Code section 2699.3.

CCS employed Ms. Rodriguez as an hourly paid, non-exempt employee from approximately August 2021 to November 2021. Ms. Rodriguez worked as a Janitor for CCS at its various clients' locations in San Diego, California. During her employment, Ms. Rodriguez typically worked seven (7) hours per day, and five (5) days per week. At the time her employment ended, Ms. Rodriguez was compensated approximately \$15.00 per hour. Her job duties included, without limitation, mopping; sweeping; wiping down surfaces; dusting; vacuuming; and taking out the trash from office facilities, breakrooms, and restrooms.

CCS committed one or more of the following Labor Code violations against Ms. Rodriguez, the facts and theories of which follow, making her an "aggrieved employee" pursuant to California Labor Code section 2699(c):¹

CCS's Company-Wide and Uniform Payroll and HR Practices

CCS SAN DIEGO JANITORIAL, INC.; CCS LOS ANGELES JANITORIAL, INC.; CCS ORANGE COUNTY JANITORIAL, INC.; PACIFIC BUILDING CARE, INC.; and/or PBC COMMERCIAL CLEANING SYSTEMS, INC. are California corporations. CCS ENGINEERING FRESNO, INC.; CCS ENGINEERING LOS ANGELES, INC.; CCS ENGINEERING ORANGE COUNTY, INC.; and/or CCS ENGINEERING SAN DIEGO, INC. are Delaware corporations. CCS is a janitorial company providing custodial services to commercial properties. Upon information and belief, CCS maintains a single, centralized Human Resources (HR) department at its company headquarters in Denver, Colorado for all non-exempt, hourly paid employees working for CCS in California, including Ms. Rodriguez and other aggrieved employees. At all relevant times, CCS issued and maintained uniform, standardized scheduling and timekeeping practices and procedures

¹ These facts, theories, and claims are based on Ms. Rodriguez's experience and counsel's review of those records currently available relating to Ms. Rodriguez's employment. Discovery conducted in litigation of wage and hour claims such as these often reveals additional claims that the aggrieved employee was not initially aware of (because the aggrieved employee was not aware of the law's requirements, the employer misinformed its employee of the law's requirements, or because the employer effectively hid the violations). Thus, Ms. Rodriguez reserves the right to supplement this letter with additional facts, theories, and claims if she becomes aware of them subsequent to the submission of this letter.

for all non-exempt, hourly paid employees in California, including Ms. Rodriguez and other aggrieved employees, regardless of their location or position.

Upon information and belief, CCS maintains a centralized Payroll department at its corporate headquarters in Denver, Colorado, which processes payroll for all non-exempt, hourly paid employees working for CCS in California, including Ms. Rodriguez and other aggrieved employees. Further, CCS issues the same formatted wage statements in the same manner for all non-exempt, hourly paid employees working in California, including Ms. Rodriguez and other aggrieved employees, irrespective of their location, position, or manner in which each employee's employment ended. In other words, CCS utilized the same methods and formulas when calculating wages due to Ms. Rodriguez and other aggrieved employees in California.

Violation of California Labor Code §§ 510 and 1198 – Unpaid Overtime

California Labor Code sections 510 and 1198 and the applicable Industrial Welfare Commission ("IWC") Wage Order require employers to pay employees working more than eight (8) hours in a day or more than forty (40) hours in a workweek at the rate of time-and-one-half (1 ½) times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek. The applicable IWC Wage Order further provides that employers are required to pay employees working more than twelve (12) hours in a day overtime compensation at a rate of two (2) times their regular rate of pay. An employee's regular rate of pay includes all remuneration for employment paid to, or on behalf of, the employee, including nondiscretionary bonuses and incentive pay.

CCS willfully failed to pay all overtime wages owed to Ms. Rodriguez and other aggrieved employees. During the relevant time period, Ms. Rodriguez and other aggrieved employees were not paid overtime premiums for all of the hours they worked in excess of eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40) hours in a week, because all hours that they worked were not recorded.

First, during the relevant period, CCS had a policy and/or practice of discouraging and impeding Ms. Rodriguez and other aggrieved employees from recording hours worked that were outside of their scheduled shifts, in order to limit the amount of overtime employees could accrue. Specifically, CCS instructed Ms. Rodriguez and other aggrieved employees not to log more than 7 hours and 45 minutes of work for each workday, and employees were required to clock in and out throughout the workday at each CCS client's facility or site. This limitation on overtime accrual was based on a company-wide policy of staffing its operations strictly based on the labor hours or labor budget set by the corporate office. On information and belief, this policy of limiting overtime, coupled with CCS's practice of understaffing and assignment of heavy workloads, led Ms. Rodriguez and other aggrieved employees to work off-the-clock before and after their scheduled shift times in order to complete their assigned tasks.

For example, CCS required Ms. Rodriguez and other aggrieved employees to open the facility, disarm the facility alarm, and walk to the back of the facility before clocking in for a shift. Oftentimes, Ms. Rodriguez and other aggrieved employees worked at several different CCS client facilities during a single workday, and spent several minutes at each site performing these tasks prior to being able to clock in. Furthermore, CCS required Ms. Rodriguez and other aggrieved employees to use a single timekeeping machine at each facility to clock in for a shift resulting in a 2-minute delay before clocking in. Moreover, due to CCS's practice and/or policy of scheduling shifts outside

of business hours, Ms. Rodriguez and other aggrieved employees were required to wait to enter facilities only during specific time periods (i.e., once offices were closed and their employees had left the premises). Thus, on several occasions, Ms. Rodriguez was required to clock out and wait up to four (4) hours on or near the site for a subsequent work assignment from management or for a facility to close (i.e., for office employees to leave) to complete a work assignment. When this occurred, Ms. Rodriguez was unable to record this off-the-clock work because CCS's management prohibited her from recording these overtime hours or did not provide her a means to account for this time. This off-the-clock work could have been recorded by CCS, but it refused to do so to avoid payment of overtime wages to Ms. Rodriguez and other aggrieved employees.

Second, during the relevant period, CCS implemented, on a company-wide basis, an employer-imposed requirement that Ms. Rodriguez and/or other aggrieved employees undergo mandatory COVID-19 temperature checks. Prior to their shifts, employees were required to spend time undergoing a temperature check, before being permitted to clock in for their shifts. Even though CCS required these temperature checks, CCS did not provide Ms. Rodriguez and/or other aggrieved employees a mechanism to record this time worked so they could be compensated for the time spent undergoing mandatory temperature checks.

Third, CCS had, and continues to have, a company-wide policy and/or practice of calling employees off-the-clock to discuss work-related matters. For example, Ms. Rodriguez's manager would call her on her personal cellular phone to discuss the status of certain facilities she was assigned to clean, outside of her scheduled shifts or during her meal periods. Moreover, when Ms. Rodriguez and other aggrieved employees traveled to work at different facilities throughout their shifts, they were not compensated for their travel time, as they were required to clock in and at out each facility being serviced. For example, when Ms. Rodriguez was assigned to work at four facilities in San Diego, she spent approximately 40 minutes traveling a total of 15 miles from site to site, but was not paid for this travel time. Thus, CCS failed to track this time spent working off-the-clock, and Ms. Rodriguez and other aggrieved employees received no compensation for this time they remained under CCS's control.

Fourth, as stated, CCS's uniform use of labor budgets, combined with heavy workloads, resulted in chronic understaffing and a failure to provide Ms. Rodriguez and other aggrieved employees with adequate meal period coverage, because there were too few employees on duty to handle the workload. For example, throughout her employment, Ms. Rodriguez was assigned a strict amount of labor hours for each facility she cleaned, and clocked out for meal periods in accordance with the facility labor budget enforced by CCS management, but continued working as a result of the inadequate meal period coverage and heavy workload. In addition, CCS also had a practice of failing to schedule meal periods, which further caused Ms. Rodriguez and other aggrieved employees to not be relieved of their duties for compliant meal periods. Thus, Ms. Rodriguez and other aggrieved employees missed and/or had meal periods interrupted or cut short in order to complete their assigned workloads. CCS did not pay Ms. Rodriguez and other aggrieved employees for the time they continued to perform tasks during meal periods.

CCS knew or should have known that as a result of these company-wide practices and/or policies, Ms. Rodriguez and other aggrieved employees were performing their assigned duties off-the-clock before and after their shifts and/or during meal periods, and were suffered or permitted to perform work for which they were not paid. Because Ms. Rodriguez and other aggrieved employees worked shifts of eight (8) hours a day or more or forty (40) hours a week or more, some of this off-the-clock work qualified for overtime premium pay.

Furthermore, CCS did not pay other aggrieved employees the correct overtime rate for the recorded overtime hours that they generated. In addition to an hourly wage, CCS paid other aggrieved employees incentive pay, nondiscretionary bonuses, and/or other forms of remuneration. However, in violation of the California Labor Code, CCS failed to incorporate all compensation, including incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, into the calculation of the regular rate of pay for purposes of calculating the overtime wage rate. Therefore, during times when other aggrieved employees worked overtime and received these other forms of pay, CCS failed to pay all overtime wages by paying a lower overtime rate than required.

Accordingly, Ms. Rodriguez and other aggrieved employees were not paid overtime wages for all of the overtime hours they actually worked, in violation of California Labor Code sections 510 and 1198. Ms. Rodriguez and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 – Unpaid Minimum Wages

California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 require employers to pay employees the minimum wage fixed by the IWC. The payment of a lesser wage than the minimum so fixed is unlawful. Compensable work time is defined in Wage Order No. 5-2001 as “the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.” Cal. Code. Regs. tit. 8, § 11050(2)(K) (defining “Hours Worked”).

As stated, due to CCS's company-wide practice of restricting overtime accrual (pursuant to its labor budgets) by not recording hours worked that were outside of employees' scheduled shifts, CCS systematically failed to pay Ms. Rodriguez and other aggrieved employees for actual hours worked before and after their scheduled shifts, because these hours were not accurately recorded. Thus, Ms. Rodriguez and other employees were required to perform work off-the-clock, including, but not limited to, completing work-related tasks, waiting to clock in, submitting to mandatory pre-shift COVID-19 temperature checks, communicating with their supervisors on personal cellular phones, and traveling from site to site, but were not compensated for this time. Additionally, as set forth above, due to CCS's uniform practices of utilizing a labor budget, understaffing, and assignment of heavy workloads, failing to schedule meal periods, and the resulting lack of coverage, Ms. Rodriguez and other aggrieved employees were impeded from taking all uninterrupted meal periods to which they were entitled and were required to work off-the-clock.

Thus, CCS did not pay at least minimum wages for all hours worked by Ms. Rodriguez and other aggrieved employees. Also, to the extent that these off-the-clock hours did not qualify for overtime premium payment, CCS did not pay at least minimum wages for those hours worked off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

Accordingly, CCS regularly failed to pay at least minimum wages to Ms. Rodriguez and other aggrieved employees for all of the hours they worked in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Ms. Rodriguez and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 1197.1 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 – Failure to Provide Meal Periods

California Labor Code sections 226.7, 512(a), 516, and 1198, and the applicable IWC Wage Order require employers to provide meal periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. Pursuant to Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order, an employer may not require, cause or permit an employee to work for a period of more than five (5) hours per day without providing the employee with an uninterrupted meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee. Under California law, first meal periods must start after no more than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012). Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order also require employers to provide a second meal period of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an employee one (1) additional hour of pay at the employee's regular rate, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

During the relevant time period, as stated, CCS had, and continues to have, a company-wide policy and/or practice of understaffing its operations pursuant to its labor budget practices, while simultaneously assigning heavy workloads, which resulted in a lack of meal period coverage and prevented Ms. Rodriguez and other aggrieved employees from taking all timely, uninterrupted meal periods to which they were entitled. Further, as stated, CCS had a company-wide practice of failing to schedule meal periods, which further prevented Ms. Rodriguez and other aggrieved employees from taking all compliant meal periods. As a result of CCS's practices and/or policies, Ms. Rodriguez and other aggrieved employees were forced to work in excess of five (5) hours before taking a meal period and, at times, had their meal periods interrupted, and/or had to forgo their meal periods altogether.

Moreover, on information and belief, because CCS frowned upon employees accruing meal period penalties, CCS's management pressured Ms. Rodriguez and other aggrieved employees to clock out for meal periods, even when they did not receive a compliant meal period, in order to strictly limit meal penalties that CCS would otherwise owe. For example, at CCS's management's direction, approximately three (3) times per week, Ms. Rodriguez would log that her meal period was taken within the first five (5) hours of her shift, even though she was only able to take her meal periods until after her sixth hour of work.

Further, as stated, CCS had a company-wide policy and/or practice of requiring Ms. Rodriguez and other aggrieved employees to use their personal cellular phones to communicate with management at all times, including during meal periods. As a result of CCS's policy and/or practice, Ms. Rodriguez and other aggrieved employees were compelled to remain on duty, respond to calls on their personal cellular phones, and/or perform work-related duties during their unpaid meal periods.

Additionally, CCS did not provide other aggrieved employees with second 30-minute meal periods on days that they worked in excess of ten (10) hours in one day. Ms. Rodriguez and other aggrieved employees did not sign valid meal period waivers on days that they were entitled to meal periods and were not relieved of all duties.

Moreover, CCS had a company-wide policy of requiring all newly hired employees to sign blanket meal period waivers at or near their time of hire. CCS took the position that non-exempt, hourly paid employees had waived their rights to first and/or second meal periods for the entirety of their employment and, on that basis, did not provide them with all meal periods to which they were entitled. Furthermore, CCS's meal period waiver form requires employees to provide written notice should they wish to revoke the waiver. CCS's presumption that meal periods would not be provided for shifts in excess of five (5) hours but less than six (6) hours and for shifts in excess of ten (10) hours but less than twelve (12) hours, due to blanket meal period waivers signed at or near the time of hire, and imposition on employees to revoke the waivers in writing, discouraged and impeded Ms. Rodriguez and other aggrieved employees from taking all meal periods to which they were entitled.

Furthermore, an employer's obligation to provide a meal period is only "triggered" when the employer "employs an employee for a work period of more than five hours per day." *Brinker*, 53 Cal. 4th at 1039 ("If an employer engages, suffers, or permits anyone to work for a full five hours, its meal break obligation is triggered.").

[A]fter the meal break obligation is triggered . . . an employer is put to a choice: it must (1) afford an off-duty meal period; (2) consent to a mutually agreed-upon waiver if one hour or less will end the shift; or (3) obtain written agreement to an on-duty meal period if circumstances permit. Failure to do one of these will render the employer liable for premium pay.

Id. (citing Cal. Labor Code § 226.7; Wage Order No. 5, subd. 11(A), (B)). That CCS required Ms. Rodriguez and other aggrieved employees to sign meal period waivers simultaneously at or near their time of hire (as opposed to on a specific work day) renders them invalid and unenforceable, because CCS's obligation to provide Ms. Rodriguez and aggrieved employees with meal periods did not arise until they had employed them for a full five (5) hours.

At all times herein mentioned, CCS knew or should have known that, as a result of these policies, Ms. Rodriguez and other aggrieved employees were not actually relieved of all duties to take timely, uninterrupted meal periods. CCS further knew or should have known that it did not pay Ms. Rodriguez and other aggrieved employees meal period premiums when meal periods were late, interrupted, shortened, and/or missed.

Furthermore, CCS engaged in a company-wide practice and/or policy of not paying all meal period premiums owed when compliant meal periods are not provided. Because of CCS's practices and/or policies, Ms. Rodriguez and/or other aggrieved employees have not received premium pay for all missed, late, and interrupted meal periods. Alternatively, to the extent that CCS did pay other aggrieved employees premium pay for missed, late, and interrupted meal periods, CCS did not pay other aggrieved employees at the correct rate of pay for premiums because CCS systematically failed to include all forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

Accordingly, CCS failed to provide all meal periods in violation of California Labor Code sections 226.7, 512(a), 516, and 1198. Ms. Rodriguez and other aggrieved employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 226.7, 516, and 1198 – Failure to Authorize and Permit Rest Periods

California Labor Code sections 226.7, 516, and 1198, and the applicable IWC Wage Order require employers to provide rest periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC. The applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily work time is less than three and one-half (3 ½) hours.

To comply with its obligation to authorize and permit rest periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer must "relinquish any control over how employees spend their break time, and relieve their employees of all duties—including the obligation that an employee remain on call. A rest period, in short, must be a period of rest." *Augustus, et al. v. ABM Security Services, Inc.*, 2 Cal. 5th 257, 269-270 (2016).

During the relevant time period, CCS regularly failed to authorize and permit Ms. Rodriguez and other aggrieved employees to take a ten (10) minute rest period per each four (4) hour period worked or major fraction thereof. As with meal periods, CCS's company-wide practices, including understaffing and assigning heavy workloads prevented Ms. Rodriguez and other aggrieved employees from being relieved of all duty to take rest periods. Additionally, CCS failed to schedule rest periods, which, coupled with CCS's failure to provide adequate rest period coverage, further led to Ms. Rodriguez and other aggrieved employees not being authorized and permitted to take compliant rest periods.

Additionally, during the relevant time period, CCS maintained and implemented a company-wide on-premises rest period policy, which mandated that Ms. Rodriguez and other aggrieved employees remain on the work premises during their rest periods. Because Ms. Rodriguez and other aggrieved employees were restricted from leaving the premises during rest periods, they were denied the ability to use their rest periods freely for their own purposes, such as running personal errands. Thus, CCS effectively maintained control over Ms. Rodriguez and other aggrieved employees during rest periods.

As a result of CCS's practices and policies, Ms. Rodriguez and other aggrieved employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and in excess of 10 hours without receiving all uninterrupted 10-minute rest periods to which they were entitled. For example, approximately 4 times a week, Ms. Rodriguez would have to forego her rest periods altogether due to the heavy workload and lack of rest period coverage.

CCS also has engaged in a company-wide practice and/or policy of not paying all rest period premiums owed when compliant rest periods are not authorized and permitted. Because of this practice and/or policy, Ms. Rodriguez and other aggrieved employees have not received premium pay for all missed rest periods. Alternatively, to the extent that CCS did pay other aggrieved employees one (1) additional hour of premium pay for missed rest periods, CCS did not pay other aggrieved employees at the correct rate of pay for premiums because CCS failed to include all forms

of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

Accordingly, CCS failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Ms. Rodriguez and other aggrieved employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 226(a), 1174(d), and 1198 – Non-Compliant Wage Statements and Failure to Maintain Accurate Payroll Records

California Labor Code section 226(a) requires employers to make, keep and provide true, accurate, and complete employment records. CCS has not provided Ms. Rodriguez and other aggrieved employees with properly itemized wage statements. Labor Code section 226(e) provides that if an employer fails to comply with providing an employee with properly itemized wage statements as set forth in 226(a), then the employee is entitled to recover the greater of all actual damages or \$50 for the initial pay period in which a violation occurs and \$100 per employee for each violation in a subsequent pay period, not to exceed \$4,000. Further, Labor Code section 226.3 provides that any employer who violates section 226(a) shall be subject to a civil penalty in the amount of \$250 per employee per violation in an initial citation and \$1,000 per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage statement or fails to keep the required records pursuant to Section 226(a).

During the relevant time period, CCS has knowingly and intentionally provided Ms. Rodriguez and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, CCS issued uniform wage statements to Ms. Rodriguez and other aggrieved employees that fail to correctly list: gross wages earned; total hours worked; net wages earned; and all applicable hourly rates in effect during the pay period, including rates of pay for overtime wages and/or meal and rest period premiums, and the corresponding number of hours worked at each hourly rate. Specifically, CCS violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

Because CCS did not record the time Ms. Rodriguez and other aggrieved employees spent working off-the-clock, CCS did not list the correct amount of gross wages and net wages earned by Ms. Rodriguez and other aggrieved employees in compliance with section 226(a)(1) and section 226(a)(5), respectively. For the same reason, CCS failed to accurately list the total number of hours worked by Ms. Rodriguez and other aggrieved employees, in violation of section 226(a)(2), and failed to list the applicable hourly rates of pay in effect during the pay period and the corresponding accurate number of hours worked at each hourly rate, in violation of section 226(a)(9).

Also, because CCS did not calculate other aggrieved employees' regular rate of pay correctly for purposes of paying overtime wages and/or meal and rest period premiums, CCS did not list the correct amount of gross wages in compliance with section 226(a)(1). For the same reason, CCS also failed to list the correct amount of net wages in violation of section 226(a)(5). CCS also failed to correctly list all applicable hourly rates in effect during the pay period, namely, correct overtime rates of pay, in violation of section 226(a)(9).

The wage statement deficiencies also include, among other things, failing to list the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period for which aggrieved employees

were paid; failing to list the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number; failing to list the name and address of the legal entity that is the employer; and/or failing to state all hours worked as a result of not recording or stating the hours they worked off-the-clock.

California Labor Code section 1174(d) provides that “[e]very person employing labor in this state shall . . . [k]eep a record showing the names and addresses of all employees employed and the ages of all minors” and “[k]eep, 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. . . .” Labor Code section 1174.5 provides that employers are subject to a \$500 civil penalty if they fail to maintain accurate and complete records as required by section 1174(d). During the relevant time period, and in violation of Labor Code section 1174(d), CCS willfully failed to maintain accurate payroll records for Ms. Rodriguez and other aggrieved employees showing the daily hours they worked and the wages paid thereto as a result of failing to record the off-the-clock hours that they worked.

California Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC Wage Order, employers are required to keep accurate time records showing when the employee begins and ends each work period and meal period. During the relevant time period, CCS engaged in company-wide practices and/or policies of failing to record actual hours worked, and thereby failed to keep accurate records of work period and meal period start and end times for Ms. Rodriguez and other aggrieved employees in violation of section 1198. Furthermore, in light of CCS’s failure to provide other aggrieved employees with second 30-minute meal periods to which they were entitled, CCS kept no records of meal start and end times for second meal periods.

Because CCS failed to provide the correct net and gross wages earned, applicable rates of pay, and number of total hours worked on wage statements, Ms. Rodriguez and other aggrieved employees have been prevented from verifying, solely from information on the wage statements themselves, that they were paid correctly and in full. Instead, Ms. Rodriguez and other aggrieved employees have had to look to sources outside of the wage statements themselves and reconstruct time records to determine whether in fact they were paid correctly and the extent of underpayment, thereby causing them injury.

Ms. Rodriguez and other aggrieved employees are entitled to recover civil penalties, attorney’s fees, costs, and interest thereon pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f)-(g).

Violation of California Labor Code § 204 – Failure to Timely Pay Wages During Employment

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following

month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.

Alternatively, California Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period.

During the relevant time period, CCS failed to pay Ms. Rodriguez and other aggrieved employees all wages due to them, including, but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums within any time period specified by California Labor Code section 204.

Ms. Rodriguez and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 210 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 201 and 202 – Failure to Timely Pay Final Wages Upon Termination

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves 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 previous 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.

On information and belief, CCS has a company-wide practice or policy of paying departing employees their final wages on the next regular pay cycle, instead of adhering to the time requirements set forth in Labor Code sections 201 and 202. For example, Ms. Rodriguez provided more than seventy-two (72) hours previous notice of her intention to quit, stating her last date of work would be on or around November 19, 2021. However, CCS did not provide her with her final paycheck until 2-3 weeks later. Thus, CCS failed to pay Ms. Rodriguez her final wages at the time of quitting, in violation of Labor Code section 202.

Additionally, CCS willfully failed to pay Ms. Rodriguez and other aggrieved employees who are no longer employed by CCS all their earned wages, including, but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums either at the time of discharge, or within seventy-two (72) hours of their leaving CCS's employ.

Ms. Rodriguez and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 256 and/or 2699(a), (f)-(g).

Violation of California Labor Code § 2802 – Unreimbursed Business Expenses

California Labor Code section 2802 requires employers to pay for all necessary expenditures and losses incurred by the employee in the performance of his or her job. The purpose of Labor Code section 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144 (2014). The applicable wage order, IWC Wage Order 5-2001, provides that: "[w]hen tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages

are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft.” IWC Wage Order No. 5-2001 further provides that: “[w]hen uniforms are required by the employer to be worn by the employee as a condition of employment, such uniforms shall be provided and maintained by the employer.”

First, during the relevant time period, CCS, on a company-wide basis, required Ms. Rodriguez and other aggrieved employees to use their own personal mobile devices, including, but not limited to cellular phones, and/or mobile data to carry out their job duties, but failed to reimburse them for the cost of their work-related mobile device expenses. Specifically, Ms. Rodriguez used her personal cellular phone to communicate with managers regarding the status of cleaning facilities and other work-related tasks, and was further required to take photos of cleaned areas and send them to her managers via text message. Although CCS required Ms. Rodriguez and other aggrieved employees to utilize their personal mobile devices and/or mobile data to carry out their work-related responsibilities, CCS failed to reimburse them for these costs.

Second, CCS had a company-wide policy of requiring other aggrieved employees to utilize their own personal vehicles for work purposes, but failed to reimburse them for all costs of travel, including mileage. For example, other aggrieved employees were required to drive from site to site to various assigned facilities, but were not compensated for their travel expenses or mileage. Although CCS required other aggrieved employees to utilize their personal vehicles to carry out their work-related responsibilities, CCS failed to reimburse them for their mileage or travel expenses.

Third, during the relevant time period, CCS expected Ms. Rodriguez and other aggrieved employees to project a “professional image” and have an appearance “consistent with good hygiene [and] safety.” Pursuant to CCS’s written uniform policy, CCS required night crew employees to “wear their company issued uniform apron at all times while on duty” and day porter, carpet, and floor tech employees to “dress in their company issued uniform on a daily basis.” Furthermore, CCS’s written policy states, “Each employee will be responsible for keeping their uniforms/aprons clean and presentable for work.” Ms. Rodriguez and other aggrieved employees were thus required to report to work wearing clean and presentable uniforms bearing the company logo, including uniform aprons, on a daily basis. However, CCS did not provide its employees with sufficient uniforms to wear for their shifts throughout the week. For example, CCS only provided Ms. Rodriguez with one (1) apron at the beginning of her employment. Because CCS failed to provide Ms. Rodriguez with an adequate number of uniform items in relation to her scheduled shifts and for the tasks she was required to perform, Ms. Rodriguez was forced to wash her uniform items more frequently than she would otherwise do laundry and incur expenses in doing so. For example, due to the nature of janitorial work, Ms. Rodriguez’s apron would become stained with dirt and chemicals, such that she was unable to mix this in with her other laundry. As a result, she had to wash her uniform separately from any other clothing items and thus incurred additional utility and laundry expenses for the upkeep of her uniforms. Thus, CCS failed to maintain the uniforms it required Ms. Rodriguez and other aggrieved employees to wear during their shifts and forced them to incur the cost of maintaining employee uniforms.

CCS could have provided Ms. Rodriguez and other aggrieved employees with the actual equipment for use on the job, such as company mobile devices and company vehicles, and adequate number of uniforms or access to laundering services. Or, CCS could have reimbursed employees for the costs of their mobile device usage, travel expenses, mileage, and laundering expenses or provided a uniform maintenance allowance. Instead, CCS passed these operating costs off onto Ms. Rodriguez

and other aggrieved employees. At all relevant times, Ms. Rodriguez did not earn at least two (2) times the minimum wage.

Thus, CCS had, and continues to have, a company-wide policy and/or practice of not reimbursing employees for expenses necessarily incurred in violation of California Labor Code section 2802. Ms. Rodriguez and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g).

Violation of California Labor Code § 2810.5(a)(1)(A)-(C) – Failure to Provide Notice of Material Terms of Employment

California's Wage Theft Prevention Act was enacted to ensure that employers provide employees with basic information material to their employment relationship at the time of hiring, and to ensure that employees are given written and timely notice of any changes to basic information material to their employment. Codified at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the time of hiring, an employer must provide written notice to employees of the rate(s) of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, the regular payday designated by the employer, and any allowances claims as part of the minimum wage, including meal or lodging allowances. Effective January 1, 2015, an employer's written notice pursuant to section 2810.5 must also include a statement that the employee may accrue and use sick leave; has a right to request and use accrued paid sick leave; may not be terminated or retaliated against for using or requesting the use of accrued paid sick leave; and has the right to file a complaint against an employer who retaliates.

CCS failed to provide Ms. Rodriguez and other aggrieved employees written notice that lists all the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C). CCS's failure to provide Ms. Rodriguez and other aggrieved employees with written notice of basic information regarding their employment with CCS is in violation of Labor Code section 2810.5.

Ms. Rodriguez and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g).

California Labor Code § 558(a)

California Labor Code section 558(a) provides "[a]ny employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid. . . . (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid. . . ." Labor Code section 558(c) provides that "[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law." CCS, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Ms. Rodriguez's and other aggrieved employees' rights by violating various sections of the California Labor Code.

Accordingly, Ms. Rodriguez seeks the remedies set forth in Labor Code section 558 for herself, 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) and 2699.3(c), 2699.5, and 558, Ms. Rodriguez, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for herself, all other aggrieved employees, and the State of California against CCS for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5.

Therefore, on behalf of all aggrieved employees, Ms. Rodriguez seeks all applicable civil penalties related to these violations of the California Labor Code pursuant to PAGA.

Pre-Litigation Demand

This notice shall further serve as Ms. Rodriguez's reasonable attempt to settle her dispute with CCS prior to litigation. Pursuant to *Graham v. Daimler Chrysler Corp.*, 34 Cal. 4th 553 (2004), this notice serves to inform CCS while affording CCS a reasonable opportunity to satisfy Ms. Rodriguez's demands.

Demand is hereby made that CCS shall, within 30 calendar days of this notice, agree, in writing to the following corrective actions:

1. CCS shall pay Ms. Rodriguez and all other aggrieved employees employed by CCS at any time during the past three years from the date of this notice unpaid wages and compensation for the above-referenced violations.
2. CCS shall comply with all California labor laws and ensure that its non-exempt employees are paid overtime wages and minimum wages for all hours worked and provided lawful meal and rest periods.
3. CCS shall conduct a survey or interview all current and former aggrieved employees in California who worked for CCS in the past three years to obtain information from them regarding the above-referenced violations, including, but not limited to: the number of meal periods which were not provided; the number of rest periods which were not authorized and permitted, and the number of employees who were required to pay for mobile device expenses, travel expenses, mileage, uniform maintenance costs, or other expenditures in the discharge of their duties, with the investigation to be completed within 60 days.
4. CCS shall pay each aggrieved employee one hour of pay at his or her regular rate of pay for each work day he or she was not provided one or more meal periods, as required by Labor Code sections 226.7, 512(a), 516, and 1198. CCS also shall pay each aggrieved employee one hour of pay at his or her regular rate of pay for each work day he or she was not authorized and permitted one or more rest periods, as required by Labor Code sections 226.7, 516, and 1198.
5. CCS shall reimburse those aggrieved employees who were required to pay for any business expenses incurred for CCS's benefit, including, but not limited to, mobile device expenses, travel expenses, mileage, and uniform maintenance costs, as required by Labor Code section 2802.

6. CCS shall pay accrued legal interest to all aggrieved employees at the rate of 10% per annum for said unpaid wages.
7. CCS shall provide Ms. Rodriguez and all aggrieved employees employed by CCS at any time during the past three years from the date of this notice corrected wage statements that include the requisite information set forth in Labor Code section 226(a).
8. CCS shall provide all aggrieved employees written notice of basic information regarding their employment that includes the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C).
9. CCS shall pay waiting time penalties, equal to 30 days of pay, to each former aggrieved employee who was not paid all wages due as described herein.
10. CCS shall pay all penalties arising from the violations of the Labor Code and IWC Wage Order sections referenced above and pursuant to PAGA, Labor Code sections 2698, *et seq.*, including, but not limited to, penalties under Labor Code sections 210, 226.3, 256, 558, 1174.5, 1197.1, and 2699, and Wage Order No. 5-2001, section 20.

Thank you for your attention to this matter. If you have any questions, please contact me at the phone number or address below:

Jezzette Ron
Capstone Law APC
1875 Century Park East, Suite 1000
Los Angeles, CA 90067
(310) 556-4811

Best Regards,



Jezzette Ron

Copy: CCS SAN DIEGO JANITORIAL, INC. (via U.S. Certified Mail); CCS ENGINEERING FRESNO, INC. (via U.S. Certified Mail); CCS ENGINEERING LOS ANGELES, INC. (via U.S. Certified Mail); CCS ENGINEERING ORANGE COUNTY, INC. (via U.S. Certified Mail); CCS ENGINEERING SAN DIEGO, INC. (via U.S. Certified Mail); CCS LOS ANGELES JANITORIAL, INC. (via U.S. Certified Mail); CCS ORANGE COUNTY JANITORIAL, INC (via U.S. Certified Mail); PACIFIC BUILDING CARE, INC. (via U.S. Certified Mail); PBC COMMERCIAL CLEANING SYSTEMS, INC (via U.S. Certified Mail)

Capstone
LAW APC

1875 Century Park East, Ste 1000
Los Angeles, CA 90067

2021 2720 0000 5347 5049

**U.S. Postal Service™
CERTIFIED MAIL® RECEIPT**
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 Prepaid Mailpiece

☐ Return Receipt (electronic)	\$ _____	Postmark
☐ Certified Mail Restricted Delivery	\$ _____	Here

☐ Adult Signature Restricted Delivery \$ _____

Postage _____

02/11/18

Total Postage and Fees	
------------------------	--

Sent To: (CS San Diego) and mdr@nsl.mil.

1345 PAMSON RD. SUITE V

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

00000, APRIL 2015 PGM 7530-02-000-9047

See Reverse for Instructions

7021 2720 0000 5347 5049

CCS SAN DIEGO JANITORIAL, INC.
7343 RONSON RD, SUITE U
SAN DIEGO, CA 92111

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.

or on the front if space permits.

CCS SAN DIEGO JANITORIAL, INC
7343 RONSON RD, SUITE U
SAN DIEGO, CA 92111

9590 9402 7331 2028 5399 24

2. Article Number (Transfer from service label)

7021 2720 0000 5347 5049

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☐ Adult Signature
☒ Adult Signature Restricted Delivery

☒ Certified Mail®
☐ Certified Mail Restricted Delivery

☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery

Red Mail
Red Mail Restricted Delivery
\$500

☐ Priority Mail Express®

☐ Registered Mail™
☐ Registered Mail Restricted

Delivery

☐ Signature Confirmation™

☐ Signature Confirmation
Restricted Delivery

Domestic Return Receipt

Capstone
LAW APC
1875 Century Park East, Ste 1000
Los Angeles, CA 90067

CERTIFIED MAIL®



7021 2720 0000 5347 5056

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®

OFFICIAL USE

Certified Mail Fee

1. Service & Fees (check box, add fee as appropriate)
☒ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postmark
Here
Rodriguez
ccs gpo
Steged

2. Total Postage and Fees

Sent To CCS Engineering Fresno, Inc.
Street address (do not use P.O. Box) 2695 N FOWLER SUITE 110A
City, State, ZIP+4® Fresno CA 93727

PS Form 3800, April 2015 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.

CCS ENGINEERING FRESNO, INC.
2695 N FOWLER, SUITE 110A
FRESNO, CA 93727



9590 9402 7331 2028 5399 17

2. Article Number (Transfer from service label)

7021 2720 0000 5347 5056

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☐ Agent
☒ Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Registered Mail
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation
☐ Signature Confirmation Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation
☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

Capstone
LAW^{APC}
1875 Century Park East, Ste 1000
Los Angeles, CA 90067



7021 2720 0000 5340 6630

CERTIFIED MAIL®

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee

PS Form 3811, April 2013 PSN 7530-02-000-9053

PS Form 3811, April 2013 PSN 7530-02-000-9053

PS Form 3811, April 2013 PSN 7530-02-000-9053

PS Form 3811, April 2013 PSN 7530-02-000-9053

PS Form 3811, April 2013 PSN 7530-02-000-9053

PS Form 3811, April 2013 PSN 7530-02-000-9053

PS Form 3811, April 2013 PSN 7530-02-000-9053

PS Form 3811, April 2013 PSN 7530-02-000-9053

PS Form 3811, April 2013 PSN 7530-02-000-9053

PS Form 3811, April 2013 PSN 7530-02-000-9053

PS Form 3811, April 2013 PSN 7530-02-000-9053

PS Form 3811, April 2013 PSN 7530-02-000-9053

PS Form 3811, April 2013 PSN 7530-02-000-9053

PS Form 3811, April 2013 PSN 7530-02-000-9053

PS Form 3811, April 2013 PSN 7530-02-000-9053

PS Form 3811, April 2013 PSN 7530-02-000-9053

PS Form 3811, April 2013 PSN 7530-02-000-9053

PS Form 3811, April 2013 PSN 7530-02-000-9053

PS Form 3811, April 2013 PSN 7530-02-000-9053

PS Form 3811, April 2013 PSN 7530-02-000-9053

PS Form 3811, April 2013 PSN 7530-02-000-9053

PS Form 3811, April 2013 PSN 7530-02-000-9053

PS Form 3811, April 2013 PSN 7530-02-000-9053

PS Form 3811, April 2013 PSN 7530-02-000-9053

PS Form 3811, April 2013 PSN 7530-02-000-9053

PS Form 3811, April 2013 PSN 7530-02-000-9053

PS Form 3811, April 2013 PSN 7530-02-000-9053

PS Form 3811, April 2013 PSN 7530-02-000-9053

PS Form 3811, April 2013 PSN 7530-02-000-9053

PS Form 3811, April 2013 PSN 7530-02-000-9053

PS Form 3811, April 2013 PSN 7530-02-000-9053

PS Form 3811, April 2013 PSN 7530-02-000-9053

PS Form 3811, April 2013 PSN 7530-02-000-9053

PS Form 3811, April 2013 PSN 7530-02-000-9053

PS Form 3811, April 2013 PSN 7530-02-000-9053

PS Form 3811, April 2013 PSN 7530-02-000-9053

PS Form 3811, April 2013 PSN 7530-02-000-9053

PS Form 3811, April 2013 PSN 7530-02-000-9053

PS Form 3811, April 2013 PSN 7530-02-000-9053

PS Form 3811, April 2013 PSN 7530-02-000-9053

PS Form 3811, April 2013 PSN 7530-02-000-9053

PS Form 3811, April 2013 PSN 7530-02-000-9053

PS Form 3811, April 2013 PSN 7530-02-000-9053

PS Form 3811, April 2013 PSN 7530-02-000-9053

PS Form 3811, April 2013 PSN 7530-02-000-9053

PS Form 3811, April 2013 PSN 7530-02-000-9053

PS Form 3811, April 2013 PSN 7530-02-000-9053

PS Form 3811, April 2013 PSN 7530-02-000-9053

PS Form 3811, April 2013 PSN 7530-02-000-9053

PS Form 3811, April 2013 PSN 7530-02-000-9053

PS Form 3811, April 2013 PSN 7530-02-000-9053

PS Form 3811, April 2013 PSN 7530-02-000-9053

PS Form 3811, April 2013 PSN 7530-02-000-9053

PS Form 3811, April 2013 PSN 7530-02-000-9053

PS Form 3811, April 2013 PSN 7530-02-000-9053

PS Form 3811, April 2013 PSN 7530-02-000-9053

PS Form 3811, April 2013 PSN 7530-02-000-9053

PS Form 3811, April 2013 PSN 7530-02-000-9053

PS Form 3811, April 2013 PSN 7530-02-000-9053

PS Form 3811, April 2013 PSN 7530-02-000-9053

PS Form 3811, April 2013 PSN 7530-02-000-9053

PS Form 3811, April 2013 PSN 7530-02-000-9053

PS Form 3811, April 2013 PSN 7530-02-000-9053

PS Form 3811, April 2013 PSN 7530-02-000-9053

PS Form 3811, April 2013 PSN 7530-02-000-9053

PS Form 3811, April 2013 PSN 7530-02-000-9053

PS Form 3811, April 2013 PSN 7530-02-000-9053

PS Form 3811, April 2013 PSN 7530-02-000-9053

PS Form 3811, April 2013 PSN 7530-02-000-9053

PS Form 3811, April 2013 PSN 7530-02-000-9053

PS Form 3811, April 2013 PSN 7530-02-000-9053

PS Form 3811, April 2013 PSN 7530-02-000-9053

PS Form 3811, April 2013 PSN 7530-02-000-9053

PS Form 3811, April 2013 PSN 7530-02-000-9053

PS Form 3811, April 2013 PSN 7530-02-000-9053

PS Form 3811, April 2013 PSN 7530-02-000-9053

PS Form 3811, April 2013 PSN 7530-02-000-9053

PS Form 3811, April 2013 PSN 7530-02-000-9053

PS Form 3811, April 2013 PSN 7530-02-000-9053

PS Form 3811, April 2013 PSN 7530-02-000-9053

PS Form 3811, April 2013 PSN 7530-02-000-9053

PS Form 3811, April 2013 PSN 7530-02-000-9053

PS Form 3811, April 2013 PSN 7530-02-000-9053

PS Form 3811, April 2013 PSN 7530-02-000-9053

PS Form 3811, April 2013 PSN 7530-02-000-9053

PS Form 3811, April 2013 PSN 7530-02-000-9053

PS Form 3811, April 2013 PSN 7530-02-000-9053

PS Form 3811, April 2013 PSN 7530-02-000-9053

PS Form 3811, April 2013 PSN 7530-02-000-9053

PS Form 3811, April 2013 PSN 7530-02-000-9053

PS Form 3811, April 2013 PSN 7530-02-000-9053

PS Form 3811, April 2013 PSN 7530-02-000-9053

PS Form 3811, April 2013 PSN 7530-02-000-9053

PS Form 3811, April 2013 PSN 7530-02-000-9053

PS Form 3811, April 2013 PSN 7530-02-000-9053

PS Form 3811, April 2013 PSN 7530-02-000-9053

PS Form 3811, April 2013 PSN 7530-02-000-9053

PS Form 3811, April 2013 PSN 7530-02-000-9053

PS Form 3811, April 2013 PSN 7530-02-000-9053

PS Form 3811, April 2013 PSN 7530-02-000-9053

PS Form 3811, April 2013 PSN 7530-02-000-9053

PS Form 3811, April 2013 PSN 7530-02-000-9053

PS Form 3811, April 2013 PSN 7530-02-000-9053

PS Form 3811, April 2013 PSN 7530-02-000-9053

PS Form 3811, April 2013 PSN 7530-02-000-9053

PS Form 3811, April 2013 PSN 7530-02-000-9053

PS Form 3811, April 2013 PSN 7530-02-000-9053

PS Form 3811, April 2013 PSN 7530-02-000-9053

PS Form 3811, April 2013 PSN 7530-02-000-9053

PS Form 3811, April 2013 PSN 7530-02-000-9053

PS Form 3811, April 2013 PSN 7530-02-000-9053

PS Form 3811, April 2013 PSN 7530-02-000-9053

PS Form 3811, April 2013 PSN 7530-02-000-9053

PS Form 3811, April 2013 PSN 7530-02-000-9053

PS Form 3811, April 2013 PSN 7530-02-000-9053

PS Form 3811, April 2013 PSN 7530-02-000-9053

PS Form 3811, April 2013 PSN 7530-02-000-9053

PS Form 3811, April 2013 PSN 7530-02-000-9053

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.

1. Article Addressed to:

CCS ENGINEERING LOS ANGELES, INC
3001 RED HILL AVE, SUITE 6-220
COSTA MESA, CA 92626



9590 9402 7331 2028 5399 00

2. Article Number (Transfer from service label)

7021 2720 0000 5340 6630

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ d Mail
- ☐ d Mail Restricted Delivery
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

CCS ENGINEERING LOS ANGELES, INC
3001 RED HILL AVE, SUITE 6-220
COSTA MESA, CA 92626

7021 2720 0000 5340 6630

Sent for
3001 Red Hill Ave, Suite 6-220
Costa Mesa, CA 92626
PS Form 3811, April 2013 PSN 7530-02-000-9053

Postmark
Here
Pedrique
N
CS SD

OFFICIAL USE

For delivery information, visit our website at www.usps.com®.

Domestic Mail Only

CERTIFIED MAIL® RECEIPT

U.S. Postal Service™

Capstone
LAW APC
1875 Century Park East, Ste 1000
Los Angeles, CA 90067

CERTIFIED MAIL®



7021 2720 0000 5340 6647

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee

Extra Services & Fees (check box and add fee as appropriate)

☒ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postage

Total Postage and Fees

Postmark
Here

Podnque2 v.
ccs 6D

7021 2720 0000 5340 6647

Sent to CCS Engineering Orange County
3001 Red Hill Ave. Suite 6-220
Costa Mesa, CA 92626
City, State, ZIP+4®

PS Form 3800, April 2015 PSN 7530-02-000-9067

See Reverse for Instructions

CCS ENGINEERING ORANGE COUNTY, INC
3001 RED HILL AVE, SUITE 6-220
COSTA MESA, CA 92626

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.

1. Article Addressed to:

CCS ENGINEERING ORANGE COUNTY, INC
3001 RED HILL AVE, SUITE 6-220
COSTA MESA, CA 92626

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Mail Restricted Delivery (\$500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

9590 9402 7331 2028 5398 94

2. Article Number (Transfer from service label)

7021 2720 0000 5340 6647

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

Domestic Return Receipt

Capstone
LAW APC
1875 Century Park East, Ste 1000
Los Angeles, CA 90067

CERTIFIED MAIL



7021 2720 0000 5340 5114

U.S. Postal ServiceTM
CERTIFIED MAIL[®] RECEIPT
Domestic Mail Only

OFFICIAL USE

For delivery information, visit our website at www.usps.com.

Certified Mail Fee

Extra Services & Fees (check box and fee as appropriate)
☒ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postmark
Here
Rodriguez
V. San Diego

Postage

Total Postage and Fees

Sent To

CCS Engineering San Diego, Inc.
7343 Ronson Rd, Suite U
San Diego, CA 92111

City, State, ZIP+4[®]

PS Form 3800, April 2015 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.

1. Article Addressed to:

CCS ENGINEERING SAN DIEGO, INC.
7343 RONSON RD, SUITE U
SAN DIEGO, CA 92111

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail[®]
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Priority Mail Express[®]
- ☐ Registered Mail[™]
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation[™]
- ☐ Signature Confirmation Restricted Delivery

9590 9402 7331 2028 5398 87



2. Article Number (Transfer from service label)

7021 2720 0000 5340 5114

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

Domestic Return Receipt

Capstone
LAW, APC
1875 Century Park East, Ste 1000
Los Angeles, CA 90067



7021 2720 0000 5340 5121

CERTIFIED MAIL

U.S. Postal ServiceTM
CERTIFIED MAIL[®] RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com.

OFFICIAL USE

Certified Mail Fee

3. Extra Services & Fees (check box, and fee as appropriate)
☒ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Restricted Delivery \$
☐ Collect on Delivery Restricted Delivery \$
Postage \$

4. Total Postage and Fees

Sent to CCS Orange County Janitorial, Inc.

Street and Apt. No. 3001 Red Hill Ave, Suite 6-220

City, State, ZIP+4[®] Costa Mesa, CA 92626

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

Postmark
Here
rednap2 v.
CCS SON
Diego

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.

1. Article Addressed to:

CCS ORANGE COUNTY JANITORIAL, INC.
3001 RED HILL AVE, SUITE 6-220
COSTA MESA, CA 92626

9590 9402 7331 2028 5398 70



2. Article Number (Transfer from service label)

7021 2720 0000 5340 5121

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

B. Received by (Printed Name)

☐ Agent
☐ Addressee

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail[®]
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Registered Mail[™]
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation[™]
- ☐ Signature Confirmation Restricted Delivery
- ☐ Priority Mail Express[®]
- ☐ Registered Mail[™]
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation[™]
- ☐ Signature Confirmation Restricted Delivery

ired Mail
Restricted Delivery
* \$500

Domestic Return Receipt

Capstone
LAW APC
1875 Century Park East, Ste 1000
Los Angeles, CA 90067



7021 2720 0000 5340 5138

CERTIFIED MAIL

U.S. Postal ServiceTM
CERTIFIED MAIL[®] RECEIPT
Domestic Mail Only

OFFICIAL USE

For delivery information, visit our website at www.usps.com.

1. Certified Mail Fee

First-class Service & Fees (check box, add fee as appropriate)

☒ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

2. Postage \$

3. Total Postage and Fees \$

4. Sent To
 Street No. 3001 Red Hill Ave
 City, State, ZIP+4[®] Costa Mesa, CA 92626

5. Signature
 Signature Red Hill
 Here CLSD

6. Postmark
 Here

PS Form 3800, April 2013 PSN 7530-02-000-9047 See Reverse for Instructions

CCS LOS ANGELES JANITORIAL, INC.
3001 RED HILL AVE, SUITE 6-220
COSTA MESA, CA 92626

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.

1. Article Addressed to:

CCS LOS ANGELES JANITORIAL, INC.
3001 RED HILL AVE, SUITE 6-220
COSTA MESA, CA 92626



9590 9402 7331 2028 5398 63

2. Article Number (Transfer from service label)

7021 2720 0000 5340 5138

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

B. Received by (Printed Name)

☐ Agent
☐ Addressee

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail[®]
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Priority Mail Express[®]
- ☐ Registered Mail[™]
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation[™]
- ☐ Signature Confirmation Restricted Delivery

☐ Restricted Delivery

Domestic Return Receipt

Capstone
LAW APC
1875 Century Park East, Ste 1000
Los Angeles, CA 90067

CERTIFIED MAIL



7021 2720 0000 5340 5145

PACIFIC BUILDING CARE, INC.
1165 S. PENNSYLVANIA ST. #200
DENVER, CO 80210

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.

PACIFIC BUILDING CARE, INC.
1165 S. PENNSYLVANIA ST. #200
DENVER, CO 80210



9590 9402 7331 2028 5398 56

2. Article Number (Transfer from service label)

7021 2720 0000 5340 5145

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

COMPLETE THIS SECTION ON DELIVERY

- A. Signature ☐ Agent ☒ 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:

3. Service Type

- ☒ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Registered Mail
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Restricted Delivery
- ☐ Priority Mail Express®
- ☐ Registered Mail
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Restricted Delivery
- ☐ Registered Mail
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Restricted Delivery

Domestic Return Receipt

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

OFFICIAL USE

For delivery information, visit our website at www.usps.com®.

Certified Mail Fee

- ☒ Signature & Fees (check box, add fee as appropriate)
- ☐ Return Receipt (hardcopy)
- ☐ Return Receipt (electronic)
- ☐ Certified Mail Restricted Delivery
- ☐ Adult Signature Restricted Delivery
- ☐ Adult Signature Restricted Delivery

Postage

Total Postage and Fees

Postmark
Here
Rodriguez
ccs sandiego

7021 2720 0000 5340 5145

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

Capstone
LAW APC
1875 Century Park East, Ste 1000
Los Angeles, CA 90067

CERTIFIED MAIL



7021 2720 0000 5340 5152

PACIFIC BUILDING CARE, INC.
1485 S LIPAN ST
DENVER, CO 80223

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.

1. Article Addressed to:

PACIFIC BUILDING CARE, INC.
1485 S LIPAN ST
DENVER, CO 80223



9590 9402 7331 2028 5398 49

2. Article Number (Transfer from service label)

7021 2720 0000 5340 5152

PS Form 3811, July 2020 PSN 7530-02-000-9063

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Received by (Printed Name)

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ d Mail
- ☐ d Mail Restricted Delivery (500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
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)
- ☐ Return Receipt (electronic)
- ☐ Certified Mail Restricted Delivery
- ☐ Adult Signature Restricted
- ☐ Adult Signature Restricted Delivery

Postage

Total Postage and Fees

Sent to

Pacific Building Care Inc.

1485 S Lipan St

Denver CO 80223

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

Postmark
Here

Pedriquez
UG SD

Capstone
LAW APC
1875 Century Park East, Ste 1000
Los Angeles, CA 90067

CERTIFIED MAIL



7021 2720 0000 5347 5032

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
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) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postmark
Here

ccs san diego

Total Postage and Fees

Sent to PBC Commercial Cleaning Systems, Inc.

Street and Apt. No. 1165 S PENNSYLVANIA ST. #200

City, State, ZIP+4® DENVER CO 80210

PS Form 3800, April 2015 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.

1. Article Addressed to:

PBC COMMERCIAL CLEANING
SYSTEMS, INC.
1165 S PENNSYLVANIA ST #200
DENVER, CO 80210



9590 9402 7331 2028 5398 32

2. Article Number (Transfer from service label)

7021 2720 0000 5347 5032

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

Capstone
LAW, P.C.
1875 Century Park East, Ste 1000
Los Angeles, CA 90067

CERTIFIED MAIL



7021 2720 0000 5340 5237

U.S. Postal ServiceTM
CERTIFIED MAIL[®] RECEIPT
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)

☐ Return Receipt (electronic)

☐ Certified Mail Restricted Delivery

☐ Adult Signature Required

☐ Adult Signature Restricted Delivery

Postage

Total Postage and Fees

Postmark
Here

Rodriguez V.
US SD

Sent To

Street and Apt. No. or other address

City, State, ZIP+4[®]

Country

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

See Reverse for Instructions

PBC COMMERCIAL CLEANING
SYSTEMS, INC.
3001 RED HILL AVE #6-220
COSTA MESA, CA 92626

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.

1. Article Addressed to:

PBC COMMERCIAL CLEANING
SYSTEMS, INC.
3001 RED HILL AVE #6-220
COSTA MESA, CA 92626



9590 9402 7331 2028 5398 25

2. Article Number (transfer from service label)

7021 2720 0000 5340 5237

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

☐ Agent

☒ B. Received by (Printed Name)

☐ Addressee

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☐ Adult Signature Restricted Delivery

☐ Adult Signature Restricted Delivery

☒ Certified Mail Restricted Delivery

☐ Certified Mail Restricted Delivery

☐ Collect on Delivery Restricted Delivery

☐ Collect on Delivery Restricted Delivery

☐ Registered Mail Restricted Delivery

☐ Priority Mail Express[®]

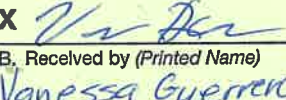
☐ Registered MailTM

☐ Registered Mail Restricted Delivery

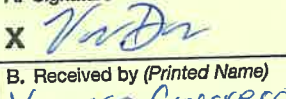
☐ Signature ConfirmationTM

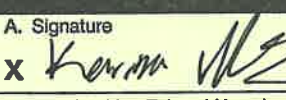
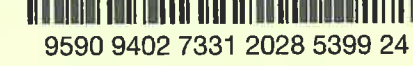
☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
■ 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.		A. Signature X  ☐ Agent ☐ Addressee B. Received by (Printed Name) Vanessa Guerrero C. Date of Delivery 8/15/22 D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No	
1. Article Addressed to: PBC COMMERCIAL CLEANING SYSTEMS, INC. 3001 RED HILL AVE #6-220 COSTA MESA, CA 92626			
 9590 9402 7331 2028 5398 25		3. Service Type ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery	
2. Article Number (Transfer from service label) 7021 2720 0000 5340 5237		 9590 9402 7331 2028 5398 63	
PS Form 3811, July 2020 PSN 7530-02-000-9053		PS Form 3811, July 2020 PSN 7530-02-000-9053	

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
■ 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.		A. Signature X  ☐ Agent ☐ Addressee B. Received by (Printed Name) Vanessa Guerrero C. Date of Delivery 8/15/22 D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No	
1. Article Addressed to: CCS ORANGE COUNTY JANITORIAL, INC. 3001 RED HILL AVE, SUITE 6-220 COSTA MESA, CA 92626			
 9590 9402 7331 2028 5398 70		3. Service Type ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery	
2. Article Number (Transfer from service label) 7021 2720 0000 5340 5121		 9590 9402 7331 2028 5398 87	
PS Form 3811, July 2020 PSN 7530-02-000-9053		PS Form 3811, July 2020 PSN 7530-02-000-9053	

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
■ 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.		A. Signature X  ☐ Agent ☐ Addressee B. Received by (Printed Name) Vanessa Guerrero C. Date of Delivery 8/15/22 D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No	
1. Article Addressed to: CCS ENGINEERING ORANGE COUNTY, INC. 3001 RED HILL AVE, SUITE 6-220 COSTA MESA, CA 92626			
 9590 9402 7331 2028 5398 94		3. Service Type ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery	
2. Article Number (Transfer from service label) 7021 2720 0000 5340 6647		 9590 9402 7331 2028 5399 00	
PS Form 3811, July 2020 PSN 7530-02-000-9053		PS Form 3811, July 2020 PSN 7530-02-000-9053	

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
■ 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.		A. Signature X  ☐ Agent ☐ Addressee B. Received by (Printed Name) Vanessa Guerrero C. Date of Delivery 8/15/22 D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No	
1. Article Addressed to: CCS ENGINEERING FRESNO, INC. 2695 N FOWLER, SUITE 110A FRESNO, CA 93727			
 9590 9402 7331 2028 5399 17		3. Service Type ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery	
2. Article Number (Transfer from service label) 7021 2720 0000 5347 5056		 9590 9402 7331 2028 5399 24	
PS Form 3811, July 2020 PSN 7530-02-000-9053		PS Form 3811, July 2020 PSN 7530-02-000-9053	

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.

1. Article Addressed to:

PBC COMMERCIAL CLEANING
SYSTEMS, INC.
1165 S PENNSYLVANIA ST #200
DENVER, CO 80210



9590 9402 7331 2028 5398 32

2. Article Number (Transfer from service label)

7021 2720 0000 5347 5032

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery over \$500

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

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.

1. Article Addressed to:

PACIFIC BUILDING CARE, INC.
1485 S LIPAN ST
DENVER, CO 80223



9590 9402 7331 2028 5398 49

2. Article Number (Transfer from service label)

7021 2720 0000 5340 5152

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☒ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery over \$500

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

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.

1. Article Addressed to:

PACIFIC BUILDING CARE, INC.
1165 S. PENNSYLVANIA ST. #200
DENVER, CO 80210



9590 9402 7331 2028 5398 56

2. Article Number (Transfer from service label)

7021 2720 0000 5340 5145

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☒ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery over \$500

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

EXHIBIT “2”

NINEL KOCHARYAN
310.712.8146 Direct
Ninel.Kocharyan@capstonelawyers.com

August 12, 2022

VIA ONLINE SUBMISSION

California Labor & Workforce Development Agency
ATTN: PAGA Administrator
(<https://dir.tfaforms.net/308>)

Subject: *Tania Rodriguez Ibarra v. CCS San Diego Janitorial, Inc., et al.*

Dear PAGA Administrator:

This office represents Tania Rodriguez Ibarra in connection with her claims under the California Labor Code. Ms. Rodriguez Ibarra was an employee of CCS SAN DIEGO JANITORIAL, INC.; CCS ENGINEERING FRESNO, INC.; CCS ENGINEERING LOS ANGELES, INC.; CCS ENGINEERING ORANGE COUNTY, INC.; CCS ENGINEERING SAN DIEGO, INC.; CCS LOS ANGELES JANITORIAL, INC.; CCS ORANGE COUNTY JANITORIAL, INC.; PACIFIC BUILDING CARE, INC.; and/or PBC COMMERCIAL CLEANING SYSTEMS, INC. For the purpose of this letter, Ms. Rodriguez Ibarra collectively refers to these entities as “CCS.”

The employers may be contacted directly at the addresses below:

CCS SAN DIEGO JANITORIAL, INC.
7343 RONSON RD, SUITE U
SAN DIEGO, CA 92111

CCS ENGINEERING FRESNO, INC.
2695 N FOWLER, SUITE 110A
FRESNO, CA 93727

CCS ENGINEERING LOS ANGELES, INC.
3001 RED HILL AVE, SUITE 6-220
COSTA MESA, CA 92626

CCS ENGINEERING ORANGE COUNTY, INC.
3001 RED HILL AVE, SUITE 6-220
COSTA MESA, CA 92626

CCS ENGINEERING SAN DIEGO, INC.
7343 RONSON RD, SUITE U
SAN DIEGO, CA 92111

CCS ORANGE COUNTY JANITORIAL, INC.
3001 RED HILL AVE, SUITE 6-220
COSTA MESA, CA 92626

CCS LOS ANGELES JANITORIAL, INC.
3001 RED HILL AVE, SUITE 6-220
COSTA MESA, CA 92626

PACIFIC BUILDING CARE, INC.
1165 S. PENNSYLVANIA ST. #200
DENVER, CO 80210

PACIFIC BUILDING CARE, INC.
1485 S LIPAN ST
DENVER, CO 80223

PBC COMMERCIAL CLEANING SYSTEMS, INC.
1165 S PENNSYLVANIA ST #200
DENVER, CO 80210

PBC COMMERCIAL CLEANING SYSTEMS, INC.
3001 RED HILL AVE #6-220
COSTA MESA, CA 92626

Ms. Rodriguez Ibarra intends to seek civil penalties, attorney's fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.*, the Labor Code Private Attorneys General Act of 2004 ("PAGA"). Ms. Rodriguez Ibarra seeks relief on behalf of herself, the State of California, and other persons who are or were employed by CCS as a non-exempt, hourly paid employee in California and who received at least one wage statement ("aggrieved employees"). This letter is sent in compliance with the notice and reporting requirements of California Labor Code section 2699.3.

CCS employed Ms. Rodriguez Ibarra as an hourly paid, non-exempt employee from approximately July 2021 to November 2021. Ms. Rodriguez Ibarra worked as a Janitor for CCS at its various clients' locations in San Diego, California. During her employment, Ms. Rodriguez Ibarra typically worked seven (7) hours per day, and five (5) days per week. At the time her employment ended, Ms. Rodriguez Ibarra was compensated approximately \$15.00 per hour. Her job duties included, without limitation, mopping; sweeping; wiping down surfaces; dusting; vacuuming; and taking out the trash from office facilities, breakrooms, and restrooms.

CCS committed one or more of the following Labor Code violations against Ms. Rodriguez Ibarra, the facts and theories of which follow, making her an "aggrieved employee" pursuant to California Labor Code section 2699(c):¹

CCS's Company-Wide and Uniform Payroll and HR Practices

CCS SAN DIEGO JANITORIAL, INC.; CCS LOS ANGELES JANITORIAL, INC.; CCS ORANGE COUNTY JANITORIAL, INC.; PACIFIC BUILDING CARE, INC.; and/or PBC COMMERCIAL CLEANING SYSTEMS, INC. are California corporations. CCS ENGINEERING FRESNO, INC.; CCS ENGINEERING LOS ANGELES, INC.; CCS ENGINEERING ORANGE COUNTY, INC.; and/or CCS ENGINEERING SAN DIEGO, INC. are Delaware corporations. CCS is a janitorial company providing custodial services to commercial properties. Upon information and belief, CCS maintains a single, centralized Human Resources (HR) department at its company headquarters in Denver, Colorado for all non-exempt, hourly paid employees working for CCS in California, including Ms. Rodriguez Ibarra and other aggrieved employees. At all relevant times, CCS issued and maintained uniform, standardized scheduling and timekeeping practices and

¹ These facts, theories, and claims are based on Ms. Rodriguez Ibarra's experience and counsel's review of those records currently available relating to Ms. Rodriguez Ibarra's employment. Discovery conducted in litigation of wage and hour claims such as these often reveals additional claims that the aggrieved employee was not initially aware of (because the aggrieved employee was not aware of the law's requirements, the employer misinformed its employee of the law's requirements, or because the employer effectively hid the violations). Thus, Ms. Rodriguez Ibarra reserves the right to supplement this letter with additional facts, theories, and claims if she becomes aware of them subsequent to the submission of this letter.

procedures for all non-exempt, hourly paid employees in California, including Ms. Rodriguez Ibarra and other aggrieved employees, regardless of their location or position.

Upon information and belief, CCS maintains a centralized Payroll department at its corporate headquarters in Denver, Colorado, which processes payroll for all non-exempt, hourly paid employees working for CCS in California, including Ms. Rodriguez Ibarra and other aggrieved employees. Further, CCS issues the same formatted wage statements in the same manner for all non-exempt, hourly paid employees working in California, including Ms. Rodriguez Ibarra and other aggrieved employees, irrespective of their location, position, or manner in which each employee's employment ended. In other words, CCS utilized the same methods and formulas when calculating wages due to Ms. Rodriguez Ibarra and other aggrieved employees in California.

Violation of California Labor Code §§ 510 and 1198 – Unpaid Overtime

California Labor Code sections 510 and 1198 and the applicable Industrial Welfare Commission ("IWC") Wage Order require employers to pay employees working more than eight (8) hours in a day or more than forty (40) hours in a workweek at the rate of time-and-one-half (1 ½) times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek. The applicable IWC Wage Order further provides that employers are required to pay employees working more than twelve (12) hours in a day overtime compensation at a rate of two (2) times their regular rate of pay. An employee's regular rate of pay includes all remuneration for employment paid to, or on behalf of, the employee, including nondiscretionary bonuses and incentive pay.

CCS willfully failed to pay all overtime wages owed to Ms. Rodriguez Ibarra and other aggrieved employees. During the relevant time period, Ms. Rodriguez Ibarra and other aggrieved employees were not paid overtime premiums for all of the hours they worked in excess of eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40) hours in a week, because all hours that they worked were not recorded.

First, during the relevant period, CCS had a policy and/or practice of discouraging and impeding Ms. Rodriguez Ibarra and other aggrieved employees from recording hours worked that were outside of their scheduled shifts, in order to limit the amount of overtime employees could accrue. Specifically, CCS instructed Ms. Rodriguez Ibarra and other aggrieved employees not to log more than 7 hours and 45 minutes of work for each workday, and employees were required to clock in and out throughout the workday at each CCS client's facility or site. This limitation on overtime accrual was based on a company-wide policy of staffing its operations strictly based on the labor hours or labor budget set by the corporate office. On information and belief, this policy of limiting overtime, coupled with CCS's practice of understaffing and assignment of heavy workloads, led Ms. Rodriguez Ibarra and other aggrieved employees to work off-the-clock before and after their scheduled shift times in order to complete their assigned tasks.

For example, CCS required Ms. Rodriguez Ibarra and other aggrieved employees to open the facility, disarm the facility alarm, and walk to the back of the facility before clocking in for a shift. Oftentimes, Ms. Rodriguez Ibarra and other aggrieved employees worked at several different CCS client facilities during a single workday, and spent several minutes at each site performing these tasks prior to being able to clock in. Furthermore, CCS required Ms. Rodriguez Ibarra and other aggrieved employees to use a single timekeeping machine at each facility to clock in for a shift resulting in a 2-minute delay before clocking in. Moreover, due to CCS's practice and/or policy of scheduling shifts

outside of business hours, Ms. Rodriguez Ibarra and other aggrieved employees were required to wait to enter facilities only during specific time periods (i.e., once offices were closed and their employees had left the premises). Thus, on several occasions, Ms. Rodriguez Ibarra was required to clock out and wait up to four (4) hours on or near the site for a subsequent work assignment from management or for a facility to close (i.e., for office employees to leave) to complete a work assignment. When this occurred, Ms. Rodriguez Ibarra was unable to record this off-the-clock work because CCS's management prohibited her from recording these overtime hours or did not provide her a means to account for this time. This off-the-clock work could have been recorded by CCS, but it refused to do so to avoid payment of overtime wages to Ms. Rodriguez Ibarra and other aggrieved employees.

Second, during the relevant period, CCS implemented, on a company-wide basis, an employer-imposed requirement that Ms. Rodriguez Ibarra and/or other aggrieved employees undergo mandatory COVID-19 temperature checks. Prior to their shifts, employees were required to spend time undergoing a temperature check, before being permitted to clock in for their shifts. Even though CCS required these temperature checks, CCS did not provide Ms. Rodriguez Ibarra and/or other aggrieved employees a mechanism to record this time worked so they could be compensated for the time spent undergoing mandatory temperature checks.

Third, CCS had, and continues to have, a company-wide policy and/or practice of calling employees off-the-clock to discuss work-related matters. For example, Ms. Rodriguez Ibarra's manager would call her on her personal cellular phone to discuss the status of certain facilities she was assigned to clean, outside of her scheduled shifts. Moreover, when Ms. Rodriguez Ibarra and other aggrieved employees drove to work at different facilities throughout their shifts, they were not compensated for their travel time, as they were required to clock in and at out each facility being serviced. For example, when Ms. Rodriguez Ibarra was assigned to work at four facilities in San Diego, she spent approximately 40 minutes driving a total of 15 miles from site to site, but was not paid for this travel time. Thus, CCS failed to track this time spent working off-the-clock, and Ms. Rodriguez Ibarra and other aggrieved employees received no compensation for this time they remained under CCS's control.

Fourth, as stated, CCS's uniform use of labor budgets, combined with heavy workloads, resulted in chronic understaffing and a failure to provide Ms. Rodriguez Ibarra and other aggrieved employees with adequate meal period coverage, because there were too few employees on duty to handle the workload. For example, throughout her employment, Ms. Rodriguez Ibarra was assigned a strict amount of labor hours for each facility she cleaned, and clocked out for meal periods in accordance with the facility labor budget enforced by CCS management, but continued working as a result of the inadequate meal period coverage and heavy workload. In addition, CCS also had a practice of failing to schedule meal periods, which further caused Ms. Rodriguez Ibarra and other aggrieved employees to not be relieved of their duties for compliant meal periods. Thus, Ms. Rodriguez Ibarra and other aggrieved employees missed and/or had meal periods interrupted or cut short in order to complete their assigned workloads. CCS did not pay Ms. Rodriguez Ibarra and other aggrieved employees for the time they continued to perform tasks during meal periods.

CCS knew or should have known that as a result of these company-wide practices and/or policies, Ms. Rodriguez Ibarra and other aggrieved employees were performing their assigned duties off-the-clock before and after their shifts and/or during meal periods, and were suffered or permitted to perform work for which they were not paid. Because Ms. Rodriguez Ibarra and other aggrieved employees worked shifts of eight (8) hours a day or more or forty (40) hours a week or more, some of this off-the-clock work qualified for overtime premium pay.

Furthermore, CCS did not pay other aggrieved employees the correct overtime rate for the recorded overtime hours that they generated. In addition to an hourly wage, CCS paid other aggrieved employees incentive pay, nondiscretionary bonuses, and/or other forms of remuneration. However, in violation of the California Labor Code, CCS failed to incorporate all compensation, including incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, into the calculation of the regular rate of pay for purposes of calculating the overtime wage rate. Therefore, during times when other aggrieved employees worked overtime and received these other forms of pay, CCS failed to pay all overtime wages by paying a lower overtime rate than required.

Accordingly, Ms. Rodriguez Ibarra and other aggrieved employees were not paid overtime wages for all of the overtime hours they actually worked, in violation of California Labor Code sections 510 and 1198. Ms. Rodriguez Ibarra and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 – Unpaid Minimum Wages

California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 require employers to pay employees the minimum wage fixed by the IWC. The payment of a lesser wage than the minimum so fixed is unlawful. Compensable work time is defined in Wage Order No. 5-2001 as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so." Cal. Code. Regs. tit. 8, § 11050(2)(K) (defining "Hours Worked").

As stated, due to CCS's company-wide practice of restricting overtime accrual (pursuant to its labor budgets) by not recording hours worked that were outside of employees' scheduled shifts, CCS systematically failed to pay Ms. Rodriguez Ibarra and other aggrieved employees for actual hours worked before and after their scheduled shifts, because these hours were not accurately recorded. Thus, Ms. Rodriguez Ibarra and other employees were required to perform work off-the-clock, including, but not limited to, completing work-related tasks, waiting to clock in, submitting to mandatory pre-shift COVID-19 temperature checks, communicating with their supervisors on personal cellular phones, and driving from site to site, but were not compensated for this time. Additionally, as set forth above, due to CCS's uniform practices of utilizing a labor budget, understaffing, and assignment of heavy workloads, failing to schedule meal periods, and the resulting lack of coverage, Ms. Rodriguez Ibarra and other aggrieved employees were impeded from taking all uninterrupted meal periods to which they were entitled and were required to work off-the-clock.

Thus, CCS did not pay at least minimum wages for all hours worked by Ms. Rodriguez Ibarra and other aggrieved employees. Also, to the extent that these off-the-clock hours did not qualify for overtime premium payment, CCS did not pay at least minimum wages for those hours worked off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

Accordingly, CCS regularly failed to pay at least minimum wages to Ms. Rodriguez Ibarra and other aggrieved employees for all of the hours they worked in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Ms. Rodriguez Ibarra and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 1197.1 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 – Failure to Provide Meal Periods

California Labor Code sections 226.7, 512(a), 516, and 1198, and the applicable IWC Wage Order require employers to provide meal periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. Pursuant to Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order, an employer may not require, cause or permit an employee to work for a period of more than five (5) hours per day without providing the employee with an uninterrupted meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee. Under California law, first meal periods must start after no more than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012). Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order also require employers to provide a second meal period of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an employee one (1) additional hour of pay at the employee's regular rate, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

During the relevant time period, as stated, CCS had, and continues to have, a company-wide policy and/or practice of understaffing its operations pursuant to its labor budget practices, while simultaneously assigning heavy workloads, which resulted in a lack of meal period coverage and prevented Ms. Rodriguez Ibarra and other aggrieved employees from taking all timely, uninterrupted meal periods to which they were entitled. Further, as stated, CCS had a company-wide practice of failing to schedule meal periods, which further prevented Ms. Rodriguez Ibarra and other aggrieved employees from taking all compliant meal periods. As a result of CCS's practices and/or policies, Ms. Rodriguez Ibarra and other aggrieved employees were forced to work in excess of five (5) hours before taking a meal period and, at times, had their meal periods interrupted, and/or had to forgo their meal periods altogether.

Moreover, on information and belief, because CCS frowned upon employees accruing meal period penalties, CCS's management pressured Ms. Rodriguez Ibarra and other aggrieved employees to clock out for meal periods, even when they did not receive a compliant meal period, in order to strictly limit meal penalties that CCS would otherwise owe.

Further, as stated, CCS had a company-wide policy and/or practice of requiring other aggrieved employees to use their personal cellular phones to communicate with management at all times, including during meal periods. As a result of CCS's policy and/or practice, other aggrieved employees were compelled to remain on duty, respond to calls on their personal cellular phones, and/or perform work-related duties during their unpaid meal periods.

Additionally, CCS did not provide other aggrieved employees with second 30-minute meal periods on days that they worked in excess of ten (10) hours in one day. Ms. Rodriguez Ibarra and other aggrieved employees did not sign valid meal period waivers on days that they were entitled to meal periods and were not relieved of all duties.

Moreover, CCS had a company-wide policy of requiring all newly hired employees to sign blanket meal period waivers at or near their time of hire. CCS took the position that non-exempt, hourly paid employees had waived their rights to first and/or second meal periods for the entirety of their

employment and, on that basis, did not provide them with all meal periods to which they were entitled. Furthermore, CCS's meal period waiver form requires employees to provide written notice should they wish to revoke the waiver. CCS's presumption that meal periods would not be provided for shifts in excess of five (5) hours but less than six (6) hours and for shifts in excess of ten (10) hours but less than twelve (12) hours, due to blanket meal period waivers signed at or near the time of hire, and imposition on employees to revoke the waivers in writing, discouraged and impeded Ms. Rodriguez Ibarra and other aggrieved employees from taking all meal periods to which they were entitled.

Furthermore, an employer's obligation to provide a meal period is only "triggered" when the employer "employs an employee for a work period of more than five hours per day." *Brinker*, 53 Cal. 4th at 1039 ("If an employer engages, suffers, or permits anyone to work for a full five hours, its meal break obligation is triggered.").

[A]fter the meal break obligation is triggered . . . an employer is put to a choice: it must (1) afford an off-duty meal period; (2) consent to a mutually agreed-upon waiver if one hour or less will end the shift; or (3) obtain written agreement to an on-duty meal period if circumstances permit. Failure to do one of these will render the employer liable for premium pay.

Id. (citing Cal. Labor Code § 226.7; Wage Order No. 5, subd. 11(A), (B)). That CCS required Ms. Rodriguez Ibarra and other aggrieved employees to sign meal period waivers simultaneously at or near their time of hire (as opposed to on a specific work day) renders them invalid and unenforceable, because CCS's obligation to provide Ms. Rodriguez Ibarra and aggrieved employees with meal periods did not arise until they had employed them for a full five (5) hours.

At all times herein mentioned, CCS knew or should have known that, as a result of these policies, Ms. Rodriguez Ibarra and other aggrieved employees were not actually relieved of all duties to take timely, uninterrupted meal periods. CCS further knew or should have known that it did not pay Ms. Rodriguez Ibarra and other aggrieved employees meal period premiums when meal periods were late, interrupted, shortened, and/or missed.

Furthermore, CCS engaged in a company-wide practice and/or policy of not paying all meal period premiums owed when compliant meal periods are not provided. Because of CCS's practices and/or policies, Ms. Rodriguez Ibarra and/or other aggrieved employees have not received premium pay for all missed, late, and interrupted meal periods. Alternatively, to the extent that CCS did pay other aggrieved employees premium pay for missed, late, and interrupted meal periods, CCS did not pay other aggrieved employees at the correct rate of pay for premiums because CCS systematically failed to include all forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

Accordingly, CCS failed to provide all meal periods in violation of California Labor Code sections 226.7, 512(a), 516, and 1198. Ms. Rodriguez Ibarra and other aggrieved employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 226.7, 516, and 1198 – Failure to Authorize and Permit Rest Periods

California Labor Code sections 226.7, 516, and 1198, and the applicable IWC Wage Order require employers to provide rest periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC. The applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily work time is less than three and one-half (3 ½) hours.

To comply with its obligation to authorize and permit rest periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer must "relinquish any control over how employees spend their break time, and relieve their employees of all duties—including the obligation that an employee remain on call. A rest period, in short, must be a period of rest." *Augustus, et al. v. ABM Security Services, Inc.*, 2 Cal. 5th 257, 269-270 (2016).

During the relevant time period, CCS regularly failed to authorize and permit Ms. Rodriguez Ibarra and other aggrieved employees to take a ten (10) minute rest period per each four (4) hour period worked or major fraction thereof. As with meal periods, CCS's company-wide practices, including understaffing and assigning heavy workloads prevented Ms. Rodriguez Ibarra and other aggrieved employees from being relieved of all duty to take rest periods. Additionally, CCS failed to schedule rest periods, which, coupled with CCS's failure to provide adequate rest period coverage, further led to Ms. Rodriguez Ibarra and other aggrieved employees not being authorized and permitted to take compliant rest periods.

Additionally, during the relevant time period, CCS maintained and implemented a company-wide on-premises rest period policy, which mandated that Ms. Rodriguez Ibarra and other aggrieved employees remain on the work premises during their rest periods. Because Ms. Rodriguez Ibarra and other aggrieved employees were restricted from leaving the premises during rest periods, they were denied the ability to use their rest periods freely for their own purposes, such as running personal errands. Thus, CCS effectively maintained control over Ms. Rodriguez Ibarra and other aggrieved employees during rest periods.

As a result of CCS's practices and policies, Ms. Rodriguez Ibarra and other aggrieved employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and in excess of 10 hours without receiving all uninterrupted 10-minute rest periods to which they were entitled. For example, approximately 4-5 times a week, Ms. Rodriguez Ibarra would have to forego her rest periods altogether due to the heavy workload and lack of rest period coverage.

CCS also has engaged in a company-wide practice and/or policy of not paying all rest period premiums owed when compliant rest periods are not authorized and permitted. Because of this practice and/or policy, Ms. Rodriguez Ibarra and other aggrieved employees have not received premium pay for all missed rest periods. Alternatively, to the extent that CCS did pay other aggrieved employees one (1) additional hour of premium pay for missed rest periods, CCS did not pay other aggrieved employees at the correct rate of pay for premiums because CCS failed to include

all forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

Accordingly, CCS failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Ms. Rodriguez Ibarra and other aggrieved employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 226(a), 1174(d), and 1198 – Non-Compliant Wage Statements and Failure to Maintain Accurate Payroll Records

California Labor Code section 226(a) requires employers to make, keep and provide true, accurate, and complete employment records. CCS has not provided Ms. Rodriguez Ibarra and other aggrieved employees with properly itemized wage statements. Labor Code section 226(e) provides that if an employer fails to comply with providing an employee with properly itemized wage statements as set forth in 226(a), then the employee is entitled to recover the greater of all actual damages or \$50 for the initial pay period in which a violation occurs and \$100 per employee for each violation in a subsequent pay period, not to exceed \$4,000. Further, Labor Code section 226.3 provides that any employer who violates section 226(a) shall be subject to a civil penalty in the amount of \$250 per employee per violation in an initial citation and \$1,000 per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage statement or fails to keep the required records pursuant to Section 226(a).

During the relevant time period, CCS has knowingly and intentionally provided Ms. Rodriguez Ibarra and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, CCS issued uniform wage statements to Ms. Rodriguez Ibarra and other aggrieved employees that fail to correctly list: gross wages earned; total hours worked; net wages earned; and all applicable hourly rates in effect during the pay period, including rates of pay for overtime wages and/or meal and rest period premiums, and the corresponding number of hours worked at each hourly rate. Specifically, CCS violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

Because CCS did not record the time Ms. Rodriguez Ibarra and other aggrieved employees spent working off-the-clock, CCS did not list the correct amount of gross wages and net wages earned by Ms. Rodriguez Ibarra and other aggrieved employees in compliance with section 226(a)(1) and section 226(a)(5), respectively. For the same reason, CCS failed to accurately list the total number of hours worked by Ms. Rodriguez Ibarra and other aggrieved employees, in violation of section 226(a)(2), and failed to list the applicable hourly rates of pay in effect during the pay period and the corresponding accurate number of hours worked at each hourly rate, in violation of section 226(a)(9).

Also, because CCS did not calculate other aggrieved employees' regular rate of pay correctly for purposes of paying overtime wages and/or meal and rest period premiums, CCS did not list the correct amount of gross wages in compliance with section 226(a)(1). For the same reason, CCS also failed to list the correct amount of net wages in violation of section 226(a)(5). CCS also failed to correctly list all applicable hourly rates in effect during the pay period, namely, correct overtime rates of pay, in violation of section 226(a)(9).

The wage statement deficiencies also include, among other things, failing to list the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period for which aggrieved employees

were paid; failing to list the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number; failing to list the name and address of the legal entity that is the employer; and/or failing to state all hours worked as a result of not recording or stating the hours they worked off-the-clock.

California Labor Code section 1174(d) provides that “[e]very person employing labor in this state shall . . . [k]eep a record showing the names and addresses of all employees employed and the ages of all minors” and “[k]eep, 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. . . .” Labor Code section 1174.5 provides that employers are subject to a \$500 civil penalty if they fail to maintain accurate and complete records as required by section 1174(d). During the relevant time period, and in violation of Labor Code section 1174(d), CCS willfully failed to maintain accurate payroll records for Ms. Rodriguez Ibarra and other aggrieved employees showing the daily hours they worked and the wages paid thereto as a result of failing to record the off-the-clock hours that they worked.

California Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC Wage Order, employers are required to keep accurate time records showing when the employee begins and ends each work period and meal period. During the relevant time period, CCS engaged in company-wide practices and/or policies of failing to record actual hours worked, and thereby failed to keep accurate records of work period and meal period start and end times for Ms. Rodriguez Ibarra and other aggrieved employees in violation of section 1198. Furthermore, in light of CCS’s failure to provide other aggrieved employees with second 30-minute meal periods to which they were entitled, CCS kept no records of meal start and end times for second meal periods.

Because CCS failed to provide the correct net and gross wages earned, applicable rates of pay, and number of total hours worked on wage statements, Ms. Rodriguez Ibarra and other aggrieved employees have been prevented from verifying, solely from information on the wage statements themselves, that they were paid correctly and in full. Instead, Ms. Rodriguez Ibarra and other aggrieved employees have had to look to sources outside of the wage statements themselves and reconstruct time records to determine whether in fact they were paid correctly and the extent of underpayment, thereby causing them injury.

Ms. Rodriguez Ibarra and other aggrieved employees are entitled to recover civil penalties, attorney’s fees, costs, and interest thereon pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f)-(g).

Violation of California Labor Code § 204 – Failure to Timely Pay Wages During Employment

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon

termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.

Alternatively, California Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period.

During the relevant time period, CCS failed to pay Ms. Rodriguez Ibarra and other aggrieved employees all wages due to them, including, but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, within any time period specified by California Labor Code section 204.

Ms. Rodriguez Ibarra and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 210 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 201 and 202 – Failure to Timely Pay Final Wages Upon Termination

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves 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 previous 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.

On information and belief, CCS has a company-wide practice or policy of paying departing employees their final wages on the next regular pay cycle, instead of adhering to the time requirements set forth in Labor Code sections 201 and 202. For example, Ms. Rodriguez Ibarra provided more than seventy-two (72) hours previous notice of her intention to quit, stating her last date of work would be on or around November 19, 2021. However, CCS did not provide her with her final paycheck until 2-3 weeks later. Thus, CCS failed to pay Ms. Rodriguez Ibarra her final wages at the time of quitting, in violation of Labor Code section 202.

Additionally, CCS willfully failed to pay Ms. Rodriguez Ibarra and other aggrieved employees who are no longer employed by CCS all their earned wages, including, but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, either at the time of discharge, or within seventy-two (72) hours of their leaving CCS's employ.

Ms. Rodriguez Ibarra and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 256 and/or 2699(a), (f)-(g).

Violation of California Labor Code § 2802 – Unreimbursed Business Expenses

California Labor Code section 2802 requires employers to pay for all necessary expenditures and losses incurred by the employee in the performance of his or her job. The purpose of Labor Code section 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144 (2014). The applicable wage order, IWC Wage Order 5-2001, provides that: "[w]hen tools or

equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft.” IWC Wage Order No. 5-2001 further provides that: “[w]hen uniforms are required by the employer to be worn by the employee as a condition of employment, such uniforms shall be provided and maintained by the employer.”

First, during the relevant time period, CCS, on a company-wide basis, required Ms. Rodriguez Ibarra and other aggrieved employees to use their own personal mobile devices, including, but not limited to cellular phones, and/or mobile data to carry out their job duties, but failed to reimburse them for the cost of their work-related mobile device expenses. Specifically, Ms. Rodriguez Ibarra used her personal cellular phone to communicate with managers regarding the status of cleaning facilities and other work-related tasks, and was further required to take photos of cleaned areas and send them to her managers via text message. Although CCS required Ms. Rodriguez Ibarra and other aggrieved employees to utilize their personal mobile devices and/or mobile data to carry out their work-related responsibilities, CCS failed to reimburse them for these costs.

Second, CCS had a company-wide policy of requiring Ms. Rodriguez Ibarra and other aggrieved employees to utilize their own personal vehicles for work purposes, but failed to reimburse them for all costs of travel, including mileage. For example, Ms. Rodriguez Ibarra and other aggrieved employees were required to drive from site to site to various assigned facilities, but were not compensated for their travel expenses or mileage. Although CCS required Ms. Rodriguez Ibarra and other aggrieved employees to utilize their personal vehicles to carry out their work-related responsibilities, CCS failed to reimburse them for their mileage or travel expenses.

Third, during the relevant time period, CCS expected Ms. Rodriguez Ibarra and other aggrieved employees to project a “professional image” and have an appearance “consistent with good hygiene [and] safety.” Pursuant to CCS’s written uniform policy, CCS required night crew employees to “wear their company issued uniform apron at all times while on duty” and day porter, carpet, and floor tech employees to “dress in their company issued uniform on a daily basis.” Furthermore, CCS’s written policy states, “Each employee will be responsible for keeping their uniforms/aprons clean and presentable for work.” Ms. Rodriguez Ibarra and other aggrieved employees were thus required to report to work wearing clean and presentable uniforms bearing the company logo, including uniform aprons, on a daily basis. However, CCS did not provide its employees with sufficient uniforms to wear for their shifts throughout the week. For example, CCS only provided Ms. Rodriguez Ibarra with two (2) aprons at the beginning of her employment. Because CCS failed to provide Ms. Rodriguez Ibarra with an adequate number of uniform items in relation to her scheduled shifts and for the tasks she was required to perform, Ms. Rodriguez Ibarra was forced to wash her uniform items more frequently than she would otherwise do laundry and incur expenses in doing so. For example, due to the nature of janitorial work, Ms. Rodriguez Ibarra’s apron would become stained with dirt and chemicals, such that she was unable to mix this in with her other laundry. As a result, she had to wash her uniform separately from any other clothing items and thus incurred additional utility and laundry expenses for the upkeep of her uniforms, spending approximately \$10 at the laundromat. Thus, CCS failed to maintain the uniforms it required Ms. Rodriguez Ibarra and other aggrieved employees to wear during their shifts and forced them to incur the cost of maintaining employee uniforms.

CCS could have provided Ms. Rodriguez Ibarra and other aggrieved employees with the actual equipment for use on the job, such as company mobile devices and company vehicles, and adequate number of uniforms or access to laundering services. Or, CCS could have reimbursed employees for the costs of their mobile device usage, travel expenses, mileage, and laundering expenses or provided a uniform maintenance allowance. Instead, CCS passed these operating costs off onto Ms. Rodriguez Ibarra and other aggrieved employees. At all relevant times, Ms. Rodriguez Ibarra did not earn at least two (2) times the minimum wage.

Thus, CCS had, and continues to have, a company-wide policy and/or practice of not reimbursing employees for expenses necessarily incurred in violation of California Labor Code section 2802. Ms. Rodriguez Ibarra and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g).

Violation of California Labor Code § 2810.5(a)(1)(A)-(C) – Failure to Provide Notice of Material Terms of Employment

California's Wage Theft Prevention Act was enacted to ensure that employers provide employees with basic information material to their employment relationship at the time of hiring, and to ensure that employees are given written and timely notice of any changes to basic information material to their employment. Codified at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the time of hiring, an employer must provide written notice to employees of the rate(s) of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, the regular payday designated by the employer, and any allowances claims as part of the minimum wage, including meal or lodging allowances. Effective January 1, 2015, an employer's written notice pursuant to section 2810.5 must also include a statement that the employee may accrue and use sick leave; has a right to request and use accrued paid sick leave; may not be terminated or retaliated against for using or requesting the use of accrued paid sick leave; and has the right to file a complaint against an employer who retaliates.

CCS failed to provide Ms. Rodriguez Ibarra and other aggrieved employees written notice that lists all the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C). CCS's failure to provide Ms. Rodriguez Ibarra and other aggrieved employees with written notice of basic information regarding their employment with CCS is in violation of Labor Code section 2810.5.

Ms. Rodriguez Ibarra and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g).

California Labor Code § 558(a)

California Labor Code section 558(a) provides "[a]ny employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid. . . . (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid. . . ." Labor Code section 558(c) provides that "[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law."

CCS, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Ms. Rodriguez Ibarra's and other aggrieved employees' rights by violating various sections of the California Labor Code.

Accordingly, Ms. Rodriguez Ibarra seeks the remedies set forth in Labor Code section 558 for herself, 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) and 2699.3(c), 2699.5, and 558, Ms. Rodriguez Ibarra, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for herself, all other aggrieved employees, and the State of California against CCS for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5.

Therefore, on behalf of all aggrieved employees, Ms. Rodriguez Ibarra seeks all applicable civil penalties related to these violations of the California Labor Code pursuant to PAGA.

Pre-Litigation Demand

This notice shall further serve as Ms. Rodriguez Ibarra's reasonable attempt to settle her dispute with CCS prior to litigation. Pursuant to *Graham v. Daimler Chrysler Corp.*, 34 Cal. 4th 553 (2004), this notice serves to inform CCS while affording CCS a reasonable opportunity to satisfy Ms. Rodriguez Ibarra's demands.

Demand is hereby made that CCS shall, within 30 calendar days of this notice, agree, in writing to the following corrective actions:

1. CCS shall pay Ms. Rodriguez Ibarra and all other aggrieved employees employed by CCS at any time during the past three years from the date of this notice unpaid wages and compensation for the above-referenced violations.
2. CCS shall comply with all California labor laws and ensure that its non-exempt employees are paid overtime wages and minimum wages for all hours worked and provided lawful meal and rest periods.
3. CCS shall conduct a survey or interview all current and former aggrieved employees in California who worked for CCS in the past three years to obtain information from them regarding the above-referenced violations, including, but not limited to: the number of meal periods which were not provided; the number of rest periods which were not authorized and permitted, and the number of employees who were required to pay for mobile device expenses, travel expenses, mileage, uniform maintenance costs, or other expenditures in the discharge of their duties, with the investigation to be completed within 60 days.
4. CCS shall pay each aggrieved employee one hour of pay at his or her regular rate of pay for each work day he or she was not provided one or more meal periods, as required by Labor Code sections 226.7, 512(a), 516, and 1198. CCS also shall pay each aggrieved employee one hour of pay at his or her regular rate of pay for each work day he or she was not authorized and permitted one or more rest periods, as required by Labor Code sections 226.7, 516, and 1198.

5. CCS shall reimburse those aggrieved employees who were required to pay for any business expenses incurred for CCS's benefit, including, but not limited to, mobile device expenses, travel expenses, mileage, and uniform maintenance costs, as required by Labor Code section 2802.
6. CCS shall pay accrued legal interest to all aggrieved employees at the rate of 10% per annum for said unpaid wages.
7. CCS shall provide Ms. Rodriguez Ibarra and all aggrieved employees employed by CCS at any time during the past three years from the date of this notice corrected wage statements that include the requisite information set forth in Labor Code section 226(a).
8. CCS shall provide all aggrieved employees written notice of basic information regarding their employment that includes the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C).
9. CCS shall pay waiting time penalties, equal to 30 days of pay, to each former aggrieved employee who was not paid all wages due as described herein.
10. CCS shall pay all penalties arising from the violations of the Labor Code and IWC Wage Order sections referenced above and pursuant to PAGA, Labor Code sections 2698, *et seq.*, including, but not limited to, penalties under Labor Code sections 210, 226.3, 256, 558, 1174.5, 1197.1, and 2699, and Wage Order No. 5-2001, section 20.

Thank you for your attention to this matter. If you have any questions, please contact me at the phone number or address below:

Ninel Kocharyan
Capstone Law APC
1875 Century Park East, Suite 1000
Los Angeles, CA 90067
(310) 556-4811

Best Regards,



Ninel Kocharyan

Copy: CCS SAN DIEGO JANITORIAL, INC. (via U.S. Certified Mail); CCS ENGINEERING FRESNO, INC. (via U.S. Certified Mail); CCS ENGINEERING LOS ANGELES, INC. (via U.S. Certified Mail); CCS ENGINEERING ORANGE COUNTY, INC. (via U.S. Certified Mail); CCS ENGINEERING SAN DIEGO, INC. (via U.S. Certified Mail); CCS LOS ANGELES JANITORIAL, INC. (via U.S. Certified Mail); CCS ORANGE COUNTY JANITORIAL, INC (via U.S. Certified Mail); PACIFIC BUILDING CARE, INC. (via U.S. Certified Mail); PBC COMMERCIAL CLEANING SYSTEMS, INC (via U.S. Certified Mail)

Capstone
LAW ^{ARC}
1875 Century Park East, Ste 1000
Los Angeles, CA 90067

CERTIFIED MAIL



7021 2720 0000 5340 5169

U.S. Postal Service[™]
CERTIFIED MAIL[®] RECEIPT
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) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postage

Total Postage and Fees

Postmark
Here

Postmark
Here
VCS

Sent to: CCS SAN DIEGO JANITORIAL, INC.

Street and Apt. or Box No.
7343 RONSON RD, SUITE U

City, State
SAN DIEGO CA 92111

PS Form 3800, April 2015 PSN 7530-02-000-9053

See Reverse for Instructions

CCS SAN DIEGO JANITORIAL, INC.
7343 RONSON RD, SUITE U
SAN DIEGO, CA 92111

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.

1. Article Addressed to:

CCS SAN DIEGO JANITORIAL, INC.
7343 RONSON RD, SUITE U
SAN DIEGO, CA 92111

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

B. Received by (Printed Name)

☐ Addressee

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail[®]
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Mail Restricted Delivery
- ☐ Priority Mail Express[®]
- ☐ Registered Mail[™]
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation[™]
- ☐ Signature Confirmation Restricted Delivery

9590 9402 7331 2028 5388 66



2. Article Number (Transfer from service label)

7021 2720 0000 5340 5169

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

Domestic Return Receipt

Capstone
LAW APC
1875 Century Park East, Ste 1000
Los Angeles, CA 90067

CERTIFIED MAIL



7021 2720 0000 5347 5025

CCS ENGINEERING FRESNO, INC.
2695 N FOWLER, SUITE 110A
FRESNO, CA 93727

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.

1. Article Addressed to:

CCS ENGINEERING FRESNO, INC.
2695 N FOWLER, SUITE 110A
FRESNO, CA 93727

9590 9402 7331 2028 5388 59



2. Article Number (Transfer from service label)

7021 2720 0000 5347 5025

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

B. Received by (Printed Name)

☐ Agent
☐ Addressee

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- | | |
|--|---|
| ☐ Adult Signature | ☐ Priority Mail Express® |
| ☐ Adult Signature Restricted Delivery | ☐ Registered Mail™ |
| ☒ Certified Mail® | ☐ Registered Mail Restricted Delivery |
| ☐ Certified Mail Restricted Delivery | ☐ Signature Confirmation™ |
| ☐ Collect on Delivery | ☐ Signature Confirmation Restricted Delivery |
| ☐ Collect on Delivery Restricted Delivery | |

Domestic Return Receipt

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
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) | \$ |
| ☐ Return Receipt (electronic) | \$ |
| ☐ Certified Mail Restricted Delivery | \$ |
| ☐ Adult Signature Required | \$ |
| ☐ Adult Signature Restricted Delivery | \$ |

Postage

Total Postage and Fees

1. Sent For

CCS Engineering Fresno, Inc.
2695 N. Fowler Suite 110A
Fresno CA 93720

City, State, ZIP+4® or PSN No.

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

Capstone
LAW APC
1875 Century Park East, Ste 1000
Los Angeles, CA 90067

CERTIFIED MAIL



7021 2720 0000 5340 5176

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
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) \$

☐ Return Receipt (electronic) \$

☐ Certified Mail Restricted Delivery \$

☐ Adult Signature Required \$

☐ Adult Signature Restricted Delivery \$

Postage \$

Total Postage and Fees

Postmark

Here

Rednaue Ward

V. CIS

Sent To CCS Engineering Los Angeles Inc.

Street and Apt. No. 3001 Red Hill Ave, Suite 6-220

City, State, ZIP+4® Costa Mesa, CA 92626

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

CCS ENGINEERING LOS ANGELES, INC
3001 RED HILL AVE, SUITE 6-220
COSTA MESA, CA 92626

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.

1. Article Addressed to:

CCS ENGINEERING LOS ANGELES, INC.
3001 RED HILL AVE, SUITE 6-220
COSTA MESA, CA 92626



9590 9402 7331 2028 5388 42

2. Article Number (Transfer from service label)

7021 2720 0000 5340 5176

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

☒ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☐ Adult Signature

☐ Adult Signature Restricted Delivery

☒ Certified Mail®

☐ Certified Mail Restricted Delivery

☐ Collect on Delivery

☐ Collect on Delivery Restricted Delivery

☐ Mail

☐ Mail Restricted Delivery

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

Capstone
LAW APC
1875 Century Park East, Ste 1000
Los Angeles, CA 90067

CERTIFIED MAIL



7021 2720 0000 5340 5244

U.S. Postal Service[™]
CERTIFIED MAIL[®] RECEIPT
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) \$

☐ Return Receipt (electronic) \$

☐ Certified Mail Restricted Delivery \$

☐ Adult Signature Required \$

☐ Adult Signature Restricted Delivery \$

Postage

Total Postage and Fees

Sent To

Street

City, State, ZIP+4[®]

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

Postmark

Here

Podrquez Ibarra

V.

CCS

CCS Engineering Orange County Inc

3001 Red Hill Ave, Suite 6-220

Costa Mesa, CA 92626

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.

1. Article Addressed to:

CCS ENGINEERING ORANGE COUNTY, INC
3001 RED HILL AVE, SUITE 6-220
COSTA MESA, CA 92626

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☐ Adult Signature

☐ Adult Signature Restricted Delivery

☒ Certified Mail

☐ Certified Mail Restricted Delivery

☐ Collect on Delivery

☐ Collect on Delivery Restricted Delivery

☐ Priority Mail Express[®]

☐ Registered Mail[™]

☐ Registered Mail Restricted Delivery

☐ Signature Confirmation[™]

☐ Signature Confirmation Restricted Delivery

1 Mail Restricted Delivery

500

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

Domestic Return Receipt

7021 2720 0000 5340 5244

Capstone
LAW APC
1875 Century Park East, Ste 1000
Los Angeles, CA 90067

CERTIFIED MAIL



7021 1970 0000 9246 1351

CCS ENGINEERING SAN DIEGO, INC.
7343 RONSON RD, SUITE U
SAN DIEGO, CA 92111

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.

1. Article Addressed to:

CCS ENGINEERING SAN DIEGO, INC.
7343 RONSON RD, SUITE U
SAN DIEGO, CA 92111



9590 9402 7331 2028 5399 93

2. Article Number (Transfer from service label)

7021 1970 0000 9246 1351

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☒ Adult Signature Restricted Delivery
- ☐ Certified Mail
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Mail Restricted Delivery (00)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com.

OFFICIAL USE

Certified Mail Fee

1. Services & Fees (check box and fee as appropriate)

- ☒ Return Receipt (hardcopy)
- ☐ Return Receipt (electronic)
- ☐ Certified Mail Restricted Delivery
- ☐ Adult Signature Required
- ☐ Adult Signature Restricted Delivery

Postmark
Harris
Pedraza Hanna
V.
CCS

Postage

Total Postage and Fees

Sent To

CCS Engineering San Diego, Inc.
7343 Ronson Rd. Suite U
San Diego CA 92111

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

Capstone
LAW, APC
1875 Century Park East, Ste 1000
Los Angeles, CA 90067

CERTIFIED MAIL®



7021 1970 0000 9246 1368

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
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) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postage

Total Postage and Fees

Postmark
Here

Pedriquez v.
CCS Sandiego

7021 1970 0000 9246 1368

Sent To: CCS Orange County Janitorial Inc.
3001 Red Hill Ave Suite 6-220
Costa Mesa CA 92626
City, State, ZIP+4®
PS Form 3800, April 2013 PSN 7530-02-000-9053 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.

1. Article Addressed to:

CCS ORANGE COUNTY JANITORIAL, INC.
3001 RED HILL AVE, SUITE 6-220
COSTA MESA, CA 92626



9590 9402 7331 2028 5399 86

2. Article Number (Transfer from service label)

7021 1970 0000 9246 1368

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

B. Received by (Printed Name)

☐ Agent
☐ Addressee

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Mail
- ☐ Mail Restricted Delivery
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

Capstone
LAW APC
1875 Century Park East, Ste 1000
Los Angeles, CA 90067



7021 1970 0000 9246 1375

CERTIFIED MAIL

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

OFFICIAL USE

Certified Mail Fee

Extra Services & Fees (check box, add fee as appropriate)

☒ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postage

Total Postage and Fees

Sent To

Postmark

Here

Signature

CCS SD

7021 1970 0000 9246 1375

PS Form 3800, April 2015 PSN 7530-02-000-9053 See Reverse for Instructions

CCS LOS ANGELES JANITORIAL, INC.
3001 RED HILL AVE, SUITE 6-220
COSTA MESA, CA 92626

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.

1. Article Addressed to:

CCS LOS ANGELES JANITORIAL, INC.
3001 RED HILL AVE, SUITE 6-220
COSTA MESA, CA 92626



9590 9402 7331 2028 5399 79

2. Article Number (Transfer from service label)

7021 1970 0000 9246 1375

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

B. Received by (Printed Name)

☐ Addressee

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☐ No

3. Service Type

☐ Adult Signature

☐ Adult Signature Restricted Delivery

☒ Certified Mail

☐ Certified Mail Restricted Delivery

☐ Collect on Delivery

☐ Collect on Delivery Restricted Delivery

☐ Mail Restricted Delivery

☐ Priority Mail Express®

☐ Registered Mail™

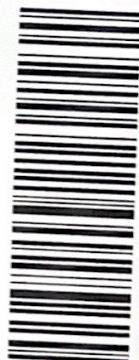
☐ Registered Mail Restricted Delivery

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

Capstone
LAW APC
1875 Century Park East, Ste 1000
Los Angeles, CA 90067



7021 1970 0000 9246 1382

CERTIFIED MAIL®

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®

OFFICIAL USE

Certified Mail Fees

Extra Services & Fees (check box, add fee as appropriate)
☒ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postmark
Here

Pedriquez Ibarr

CCS SD

Total Postage and Fees

Sent To Pacific Building Care, Inc.
1165 S. Pennsylvania St. #200
Denver CO 80210

PS Form 3800, April 2015 PSN 7530-02-000-9053 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.
1. Article Addressed to:

PACIFIC BUILDING CARE, INC.
1165 S. PENNSYLVANIA ST. #200
DENVER, CO 80210



9590 9402 7331 2028 5399 62

2. Article Number (Transfer from service label)

7021 1970 0000 9246 1382

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

☒ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Registered Mail®
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

Capstone
LAW APC
1875 Century Park East, Ste 1000
Los Angeles, CA 90067

PACIFIC BUILDING CARE, INC.
1485 S LIPAN ST
DENVER, CO 80223

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 malpiece, or on the front if space permits.

PACIFIC BUILDING CARE, INC.
1485 S LIPAN ST
DENVER, CO 80223

9590 9402 7331 2028 5399 55

2. Article Number (Transfer from service label)

7021 1970 0000 9246 1399

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

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

- | | |
|--|------------------------------------|
| A. Signature | ☐ Agent |
| X | ☐ Addressee |
| B. Received by (<i>Printed Name</i>) | C. Date of Delivery |

- D. Is delivery address different from item 1?** ☐ Yes
If YES, enter delivery address below: ☐ No

- | | |
|--|---|
| ☐ Adult Signature | ☐ Priority Mail Express® |
| ☐ Adult Signature Restricted Delivery | ☐ Registered Mail™ |
| ☒ Certified Mail® | ☐ Registered Mail Restricted Delivery |
| ☐ Certified Mail Restricted Delivery | ☐ Signature Confirmation™ |
| ☐ Collect on Delivery | ☐ Signature Confirmation Restricted Delivery |
| ☐ Collect on Delivery Restricted Delivery | |

\$500)

7021 1970 0000 9246 1399

CERTIFIED MAIL

**U.S. Postal ServiceTM
CERTIFIED MAIL[®] RECEIPT**
Domestic Mail Only

For delivery information, visit our website at www.usps.com

OFFICIAL USE

Sorted Mail Fee

☒ Platinum Facelift (Plurafac)

Postmark
Here

1987

Pedro Pablo Kuczynski

CS SD

7021 1970 0000 9246 1399

Send To: Paula Building Care Inc
Street: 1485 Japan St
City: Denver CO 80223
PS Form 3800, April 2013 PSN 7530-02-000-9047 See Reverse for Instructions

© 2000, April 2015 ISSN 7530-02-000-9047

See Reverse for Instructions

Capstone
LAW APC
1875 Century Park East, Ste 1000
Los Angeles, CA 90067

CERTIFIED MAIL



7021 1970 0000 9246 1405

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

1. Certified Mail Fee \$
2. Extra Services & Fees (check box, add fee as appropriate)
☒ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$
Postage \$
Total Postage and Fees \$

Postmark Here
Pedro V. CCS 9D

Sent to PBC Commercial Cleaning Systems
Street and Apt. No. Box No.
1165 S Pennsylvania St. Suite 200
City, State ZIP+4®
Denver CO 80210

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

PBC COMMERCIAL CLEANING
SYSTEMS, INC.
1165 S PENNSYLVANIA ST #200
DENVER, CO 80210

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.

1. Article Addressed to:

PBC COMMERCIAL CLEANING
SYSTEMS, INC.
1165 S PENNSYLVANIA ST #200
DENVER, CO 80210

9590 9402 7331 2028 5399 48



2. Article Number (Transfer from service label)

7021 1970 0000 9246 1405

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☐ Adult Signature
☒ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (\$500)

☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

Capstone
LAW APC
1875 Century Park East, Ste 1000
Los Angeles, CA 90067

CERTIFIED MAIL



7021 1970 0000 9246 1412

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee

1. Service Fee & Fees (based on weight and fee as appropriate)
☒ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$

2. Certified Mail Restricted Delivery \$
☐ Adult Signature Restricted Delivery \$
☐ Adult Signature Restricted Delivery \$
☐ Adult Signature Restricted Delivery \$

3. Signature Confirmation™ \$
☐ Signature Confirmation Restricted Delivery \$

4. Postage and Fees \$

Postmark
Here
Rodriguez
V. CCS SD

7021 1970 0000 9246 1412

Sent To: PBC Commercial Cleaning Systems
Street: 3001 Red Hill Ave #6-220
City: Costa Mesa, CA 92626
PS Form 3811, April 2013 PSN 7530-02-000-9053 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.

PBC COMMERCIAL CLEANING
SYSTEMS, INC.
3001 RED HILL AVE #6-220
COSTA MESA, CA 92626



9590 9402 7331 2028 5399 31

2. Article Number (Transfer from service label)

7021 1970 0000 9246 1412

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature
☒ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

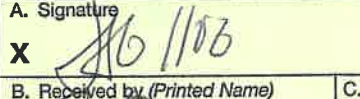
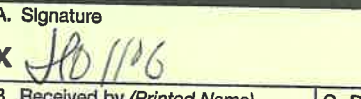
3. Service Type

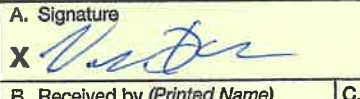
- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

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. 1. Article Addressed to: CCS ENGINEERING FRESNO, INC. 2695 N FOWLER, SUITE 110A FRESNO, CA 93727  9590 9402 7331 2028 5388 59 2. Article Number (Transfer from service label) 7021 2720 0000 5347 5025 PS Form 3811, July 2020 PSN 7530-02-000-9053	COMPLETE THIS SECTION ON DELIVERY A. Signature X  B. Received by (Printed Name) C. Date of Delivery 8/15/22 D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No 3. Service Type ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Insured Mail ☐ Registered Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery Mail Restricted Delivery (\$0) Domestic Return Receipt
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. 1. Article Addressed to: CCS LOS ANGELES JANITORIAL, INC. 3001 RED HILL AVE, SUITE 6-220 COSTA MESA, CA 92626  9590 9402 7331 2028 5399 79 2. Article Number (Transfer from service label) 7021 1970 0000 9246 1375 PS Form 3811, July 2020 PSN 7530-02-000-9053	COMPLETE THIS SECTION ON DELIVERY A. Signature X  B. Received by (Printed Name) Vanessa Guerrero C. Date of Delivery 8/15/22 D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No 3. Service Type ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Insured Mail ☐ Registered Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery Mail Restricted Delivery (\$0) Domestic Return Receipt

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. 1. Article Addressed to: CCS ORANGE COUNTY JANITORIAL, INC. 3001 RED HILL AVE, SUITE 6-220 COSTA MESA, CA 92626  9590 9402 7331 2028 5399 86 2. Article Number (Transfer from service label) 7021 1970 0000 9246 1368 PS Form 3811, July 2020 PSN 7530-02-000-9053	COMPLETE THIS SECTION ON DELIVERY A. Signature X  B. Received by (Printed Name) Vanessa Guerrero C. Date of Delivery 8/15/22 D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No 3. Service Type ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Insured Mail ☐ Registered Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery Mail Restricted Delivery (\$500) Domestic Return Receipt
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. 1. Article Addressed to: PBC COMMERCIAL CLEANING SYSTEMS, INC. 3001 RED HILL AVE #6-220 COSTA MESA, CA 92626  9590 9402 7331 2028 5399 31 2. Article Number (Transfer from service label) 7021 1970 0000 9246 1412 PS Form 3811, July 2020 PSN 7530-02-000-9053	COMPLETE THIS SECTION ON DELIVERY A. Signature X  B. Received by (Printed Name) Vanessa Guerrero C. Date of Delivery 8/15/22 D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No 3. Service Type ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Insured Mail ☐ Registered Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery Mail Restricted Delivery (\$500) Domestic Return Receipt

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. 1. Article Addressed to: CCS ENGINEERING SAN DIEGO, INC. 7343 RONSON RD, SUITE U SAN DIEGO, CA 92111  9590 9402 7331 2028 5399 93 2. Article Number (Transfer from service label) 7021 1970 0000 9246 1351 PS Form 3811, July 2020 PSN 7530-02-000-9053	COMPLETE THIS SECTION ON DELIVERY A. Signature X  B. Received by (Printed Name) C. Date of Delivery 8/15/22 D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☒ No 3. Service Type ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Insured Mail ☐ Registered Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery Mail Restricted Delivery (\$00) Domestic Return Receipt
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. 1. Article Addressed to: CCS SAN DIEGO JANITORIAL, INC. 7343 RONSON RD, SUITE U SAN DIEGO, CA 92111  9590 9402 7331 2028 5388 66 2. Article Number (Transfer from service label) 7021 2720 0000 5340 5169 PS Form 3811, July 2020 PSN 7530-02-000-9053	COMPLETE THIS SECTION ON DELIVERY A. Signature X  B. Received by (Printed Name) C. Date of Delivery 8/15/22 D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☒ No 3. Service Type ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Insured Mail ☐ Registered Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery Mail Restricted Delivery (\$0) Domestic Return Receipt

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. 1. Article Addressed to: CCS ENGINEERING LOS ANGELES, INC. 3001 RED HILL AVE, SUITE 6-220 COSTA MESA, CA 92626  9590 9402 7331 2028 5388 42 2. Article Number (Transfer from service label) 7021 2720 0000 5340 5176 PS Form 3811, July 2020 PSN 7530-02-000-9053	COMPLETE THIS SECTION ON DELIVERY A. Signature X  B. Received by (Printed Name) Vanessa Guerrero C. Date of Delivery 8/15/22 D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No 3. Service Type ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Insured Mail ☐ Registered Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery Mail Restricted Delivery (\$00) Domestic Return Receipt
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. 1. Article Addressed to: CCS ENGINEERING ORANGE COUNTY, INC. 3001 RED HILL AVE, SUITE 6-220 COSTA MESA, CA 92626  9590 9402 7331 2028 5400 05 2. Article Number (Transfer from service label) 7021 2720 0000 5340 5244 PS Form 3811, July 2020 PSN 7530-02-000-9053	COMPLETE THIS SECTION ON DELIVERY A. Signature X  B. Received by (Printed Name) Vanessa Guerrero C. Date of Delivery 8/15/22 D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No 3. Service Type ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Insured Mail ☐ Registered Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery Mail Restricted Delivery (\$500) Domestic Return Receipt

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.

1. Article Addressed to:

PACIFIC BUILDING CARE, INC.
1485 S LIPAN ST
DENVER, CO 80223



9590 9402 7331 2028 5399 55

2. Article Number (Transfer from service label)

7021 1970 0000 9246 1399

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☒ Agent

☐ Addressee

B. Received by (Printed Name)

Jose Barajas

C. Date of Delivery

8-15

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Additional Mail Restricted Delivery (\$500)

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

Domestic Return Receipt

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.

1. Article Addressed to:

PBC COMMERCIAL CLEANING
SYSTEMS, INC.
1165 S PENNSYLVANIA ST #200
DENVER, CO 80210



9590 9402 7331 2028 5399 48

2. Article Number (Transfer from service label)

7021 1970 0000 9246 1405

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☒ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

8/16

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☒ No

3. Service Type

- | | |
|--|---|
| ☐ Adult Signature | ☐ Priority Mail Express® |
| ☐ Adult Signature Restricted Delivery | ☐ Registered Mail™ |
| ☒ Certified Mail® | ☐ Registered Mail Restricted Delivery |
| ☐ Certified Mail Restricted Delivery | ☐ Signature Confirmation™ |
| ☐ Collect on Delivery | ☐ Signature Confirmation Restricted Delivery |
| ☐ Collect on Delivery Restricted Delivery | |
| ☐ Insured Mail | |
| ☐ Registered Mail Restricted Delivery (\$500) | |

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

Domestic Re

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.

1. Article Addressed to:

PACIFIC BUILDING CARE, INC.
1165 S. PENNSYLVANIA ST. #200
DENVER, CO 80210



9590 9402 7331 2028 5399 62

2. Article Number (Transfer from service label)

7021 1970 0000 9246 1382

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

COMPLETE THIS SECTION ON DELIVERY**A. Signature**

X

M. Santella

☒ Agent

☐ Addressee

B. Received by (Printed Name)

Meghan Santella

C. Date of Delivery

8/17

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☒ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Registered Mail®
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery
- ☐ Registered Mail Restricted Delivery (over \$500)

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt