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15
16 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
17 **COUNTY OF SAN MATEO**

18 ROSMY CHIRINOS, individually and on
19 behalf of others similarly situated,

20 Plaintiff,

21 vs.

22 TONY'S CLEAN TEAM LLC, a California
23 limited liability company; NICK AMAYA,
24 an individual; and DOES 1 through 50,
25 inclusive,

26 Defendants.

Electronically
FILED
by Superior Court of California, County of San Mateo
ON 7/2/2025
By /s/ Anthony Berini
Deputy Clerk

25-CIV-04973

Case No.

**REPRESENTATIVE ACTION
COMPLAINT**

DEMAND FOR TRIAL BY JURY

**(1) Violation of Cal. Labor Code § 2699,
(Private Attorneys General Act)**

1 PLAINTIFF ROSMY CHIRINOS (“PLAINTIFF”), an individual, in his representative
2 capacity on behalf of himself, the State of California, and all other similarly situated current and
3 former AGGRIEVED EMPLOYEES, defined *supra*, alleges on information and belief, except for
4 her own acts and knowledge which are based on personal knowledge, the following:

5 **PRELIMINARY ALLEGATIONS**

6 1. Defendant TONY’S CLEAN TEAM LLC (“DEFENDANTS”) is a California
7 limited liability company that at all relevant times mentioned herein conducted and continues to
8 conduct substantial and regular business throughout California.

9 2. PLAINTIFF reserves the right to name additional representatives throughout the
10 State of California.

11 3. DEFENDANTS operates a commercial cleaning business throughout the state of
12 California, including in the county of San Mateo, where PLAINTIFF worked.

13 4. PLAINTIFF was employed by DEFENDANTS in California from December 1,
14 2024 to February 28, 2025 as a non-exempt employee, paid on an hourly basis and entitled to the
15 legally required meal and rest periods and payment of minimum and overtime wages due for all
16 time worked.

17 5. PLAINTIFF brings this representative action against DEFENDANTS on behalf of
18 himself and all other aggrieved employees of DEFENDANTS in California seeking all civil
19 penalties and unpaid wages permitted pursuant to California Labor Code § 2699, *et seq.*

20 6. PLAINTIFF brings this action in his representative capacity on behalf of the State
21 of California and on behalf of non-exempt employees who worked for DEFENDANTS in
22 California during the time period of May 15, 2024, until the present (“PAGA Period”).

23 7. PLAINTIFF is an “AGGRIEVED EMPLOYEE” within the meaning of Labor
24 Code § 2699(c) because she was employed by DEFENDANTS and suffered one or more of the
25 alleged Labor Code violations committed by DEFENDANT.

26 8. PLAINTIFF and all other AGRIEVED EMPLOYEES are, and at all relevant times
27 were, employees of DEFENDANT, within the meanings set forth in the California Labor Code
28 and the applicable Industrial Welfare Commission Wage Order.

1 9. The true names and capacities, whether individual, corporate, subsidiary,
2 partnership, associate or otherwise of DEFENDANTS DOES 1 through 50, inclusive, are
3 presently unknown to PLAINTIFF who therefore sues these DEFENDANTS by such fictitious
4 names pursuant to Cal. Civ. Proc. Code § 474. PLAINTIFF will seek leave to amend this
5 Representative Action Complaint to allege the true names and capacities of Does 1 through 50,
6 inclusive, when they are ascertained. PLAINTIFF is informed and believes, and based upon that
7 information and belief alleges, that the DEFENDANTS named in this Representative Action
8 Complaint, including DOES 1 through 50, inclusive, are responsible in some manner for one or
9 more of the events and happenings that proximately caused the injuries and damages hereinafter
10 alleged.

11 10. The agents, servants and/or employees of the Defendant and each of them acting
12 on behalf of the Defendants acted within the course and scope of his, her or its authority as the
13 agent, servant and/or employee of the Defendant, and personally participated in the conduct
14 alleged herein on behalf of the Defendant with respect to the conduct alleged herein.
15 Consequently, the acts of each Defendant are legally attributable to the other Defendants and all
16 Defendants are jointly and severally liable to the AGGRIEVED EMPLOYEES, including
17 PLAINTIFF, for the loss sustained as a proximate result of the conduct of the Defendant's agents,
18 servants and/or employees.

19 11. DEFENDANTS were PLAINTIFF's employers or persons acting on behalf of the
20 PLAINTIFF's employer, within the meaning of California Labor Code § 558, who violated or
21 caused to be violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision
22 regulating hours and days of work in any order of the Industrial Welfare Commission and, as
23 such, are subject to civil penalties for each underpaid employee, as set forth in Labor Code § 558,
24 at all relevant times.

25 12. DEFENDANTS were PLAINTIFF's employers or persons acting on behalf of
26 PLAINTIFF's employer either individually or as an officer, agent, or employee of another person,
27 within the meaning of California Labor Code § 1197.1, who paid or caused to be paid to any
28 employee a wage less than the minimum fixed by California state law, and as such, are subject to

1 civil penalties for each underpaid employee.

2 13. DEFENDANTS' uniform policies and practices alleged herein were unlawful,
3 unfair, and deceptive business practices whereby DEFENDANTS retained and continue to retain
4 wages due to the AGGRIEVED EMPLOYEES, including PLAINTIFF.

5 14. PLAINTIFF and AGGRIEVED EMPLOYEES seek an injunction enjoining such
6 conduct by DEFENDANTS in the future, relief for the named PLAINTIFF and AGGRIEVED
7 EMPLOYEES who have been economically injured by DEFENDANTS' past and current
8 unlawful conduct, and all other appropriate legal and equitable relief.

9 **JURISDICTION AND VENUE**

10 15. This Court has jurisdiction over this Action pursuant to California Code of Civil
11 Procedure, Section 410.10 and California Business & Professions Code, Section 17203. This
12 Court has jurisdiction over PLAINTIFF'S claims for civil penalties under the Private Attorney
13 General Act of 2004, California Labor Code §2698, *et seq*

14 16. Venue is proper in this Court pursuant to California Code of Civil Procedure,
15 Sections 395 and 395.5, because DEFENDANTS (i) currently maintain and at all relevant times
16 maintained offices and facilities in this County and/or conducts substantial business in this
17 County, and (ii) committed the wrongful conduct herein alleged in this County against the
18 AGGRIEVED EMPLOYEES, including PLAINTIFF.

19 **THE CONDUCT**

20 17. In violation of the applicable sections of the California Labor Code and the
21 requirements of the Industrial Welfare Commission ("IWC") Wage Order, DEFENDANTS as a
22 matter of company policy, practice, and procedure, intentionally, knowingly, and systematically
23 failed to provide legally compliant meal and rest periods, failed to accurately compensate
24 AGGRIEVED EMPLOYEES, including PLAINTIFF, for missed meal and rest periods, failed to
25 pay AGGRIEVED EMPLOYEES, including PLAINTIFF, for all time worked, failed compensate
26 PLAINTIFF for off-the-clock work, failed to AGGRIEVED EMPLOYEES, including
27 PLAINTIFF, overtime at the correct regular rate of pay, failed to compensate AGGRIEVED
28 EMPLOYEES, including PLAINTIFF, meal and rest premiums at the regular rate of pay, failed

1 to pay AGGRIEVED EMPLOYEES, including PLAINTIFF, redeemed sick pay at the regular
2 rate of pay, failed to reimburse AGGRIEVED EMPLOYEES, including PLAINTIFF, for business
3 expenses, and failed to issue to AGGRIEVED EMPLOYEES, including PLAINTIFF, with
4 accurate itemized wage statements showing, among other things, all applicable hourly rates in
5 effect during the pay periods and the corresponding amount of time worked at each hourly rate.
6 DEFENDANTS' uniform policies and practices are intended to purposefully avoid the accurate
7 and full payment for all time worked as required by California law which allows DEFENDANTS
8 to illegally profit and gain an unfair advantage over competitors who comply with the law. To
9 the extent equitable tolling operates to toll claims by AGGRIEVED EMPLOYEES against
10 DEFENDANT, the PAGA PERIOD should be adjusted accordingly.

11 **A. Meal Period Violations**

12 18. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANTS
13 were required to pay PLAINTIFF and AGGRIEVED EMPLOYEES for all their time worked,
14 meaning the time during which an employee is subject to the control of an employer, including
15 all the time the employee is suffered or permitted to work. From time to time during the PAGA
16 PERIOD, DEFENDANTS required PLAINTIFF and AGGRIEVED EMPLOYEES to work
17 without paying them for all the time they were under DEFENDANTS' control. Specifically,
18 DEFENDANTS required PLAINTIFF to work while clocked out during what was supposed to
19 be PLAINTIFF's off-duty meal break, and remain on-call and respond to work-related requests
20 at all times. As a result, PLAINTIFF and AGGRIEVED EMPLOYEES forfeited minimum wage
21 and overtime compensation by regularly working without their time being accurately recorded
22 and without compensation at the applicable minimum wage and overtime rates. DEFENDANTS'
23 uniform policy and practice not to pay AGGRIEVED EMPLOYEES, including PLAINTIFF, for
24 all time worked is evidenced by DEFENDANTS' business records.

25 19. From time to time during the PAGA PERIOD, as a result of their rigorous work
26 schedules and DEFENDANTS' inadequate staffing practices, AGGRIEVED EMPLOYEES,
27 including PLAINTIFF, are from time to time unable to take a thirty (30) minute off duty meal
28 breaks and were not fully relieved of duty for their meal periods. The AGGRIEVED

1 EMPLOYEES, including PLAINTIFF, are required to perform work as ordered by
2 DEFENDANTS for more than five (5) hours during some shifts without receiving a meal break.
3 Further, DEFENDANTS failed to provide AGGRIEVED EMPLOYEES, including PLAINTIFF,
4 with a second off-duty meal period for some workdays in which these employees are required by
5 DEFENDANTS to work ten (10) hours of work. The nature of the work performed by
6 AGGRIEVED EMPLOYEES, including PLAINTIFF, does not qualify for the limited and
7 narrowly construed “on-duty” meal period exception. When they were provided with meal
8 periods, AGGRIEVED EMPLOYEES, including PLAINTIFF, was, from time to time, required
9 to remain on duty and on call. DEFENDANTS’ failure to provide PLAINTIFF and
10 AGGRIEVED EMPLOYEES with legally required meal breaks is evidenced by DEFENDANTS’
11 business records. As a result of their rigorous work schedules and DEFENDANTS’ inadequate
12 staffing, The AGGRIEVED EMPLOYEES, including PLAINTIFF, therefore forfeited meal
13 breaks without additional compensation and in accordance with DEFENDANTS’ strict corporate
14 policy and practice.

15 **B. Rest Period Violations**

16 20. From time to time during the PAGA PERIOD, the AGGRIEVED EMPLOYEES ,
17 including PLAINTIFF, were also required to work in excess of four (4) hours without being
18 provided ten (10) minute rest periods as a result of their rigorous work requirements and
19 DEFENDANT’S inadequate staffing. Further, for the same reasons, these employees were denied
20 their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four
21 (4) hours from time to time, a first and second rest period of at least ten (10) minutes for some
22 shifts worked of between six (6) and eight (8) hours from time to time, and a first, second and
23 third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more from
24 time to time. When they were provided with rest breaks, the AGGRIEVED EMPLOYEES,
25 including PLAINTIFF, were, from time to time, required to on duty and/or on call. The
26 AGGRIEVED EMPLOYEES, including PLAINTIFF, were also not provided with one-hour
27 wages *in lieu* thereof. As a result of their rigorous work schedules and DEFENDANTS’
28

1 inadequate staffing, the AGGRIEVED EMPLOYEES, including PLAINTIFF, were from time to
2 time denied their proper rest periods by DEFENDANTS and DEFENDANTS' managers.

3 **C. Unreimbursed Business Expenses**

4 21. DEFENDANTS as a matter of corporate policy, practice, and procedure,
5 intentionally, knowingly, and systematically failed to reimburse and indemnify the
6 AGGRIEVED EMPLOYEES, including PLAINTIFF, for required business expenses incurred
7 by the AGGRIEVED EMPLOYEES, including PLAINTIFF, in direct consequence of
8 discharging their duties on behalf of DEFENDANTS. Under California Labor Code Section
9 2802, employers are required to indemnify employees for all expenses incurred in the course and
10 scope of their employment. Cal. Lab. Code § 2802 expressly states that "an employer shall
11 indemnify his or her employee for all necessary expenditures or losses incurred by the employee
12 in direct consequence of the discharge of his or her duties, or of his or her obedience to the
13 directions of the employer, even though unlawful, unless the employee, at the time of obeying
14 the directions, believed them to be unlawful."

15 22. In the course of their employment, DEFENDANTS required the AGGRIEVED
16 EMPLOYEES, including PLAINTIFF, to incur personal expenses as a result of and in
17 furtherance of their job duties. Specifically, the AGGRIEVED EMPLOYEES, including
18 PLAINTIFF, were required to purchase tools and equipment such as saws, drills, hammers,
19 knives, measuring tape, and other carpentry-related materials. However, DEFENDANTS
20 unlawfully failed to reimburse the AGGRIEVED EMPLOYEES, including PLAINTIFF, for the
21 purchase of these items. As a result, in the course of their employment with DEFENDANTS, the
22 AGGRIEVED EMPLOYEES, including PLAINTIFF, incurred unreimbursed business expenses
23 that included, but were not limited to, costs related to the purchase of tools and equipment, all
24 on behalf of and for the benefit of DEFENDANTS.

25 **D. Wage Statement Violations**

26 23. California Labor Code Section 226 required an employer to furnish its employees
27 and accurate itemized wage statement in writing showing (1) gross wages earned, (2) total hours
28 worked, (3) the number of piece-rate units earned and any applicable piece-rate, (4) all deductions,

1 (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the
2 name of the employee and only the last four digits of the employee's social security number or an
3 employee identification number other than a social security number, (8) the name and address of
4 the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay
5 period and the corresponding number of hours worked at each hourly rate by the employee.

6 24. From time to time during the PAGA PERIOD, when the AGGRIEVED
7 EMPLOYEES, including PLAINTIFF, missed meal and rest breaks, or were paid inaccurately
8 for missed meal and rest period premiums, or were not paid for all hours worked, DEFENDANTS
9 also failed to provide the AGGRIEVED EMPLOYEES, including PLAINTIFF, with complete
10 and accurate wage statements which failed to show, among other things, all deductions, the total
11 hours worked and all applicable hourly rates in effect during the pay period and the corresponding
12 amount of time worked at each hourly rate, correct rates of pay for penalty payments or missed
13 meal and rest periods.

14 25. In addition to the foregoing, DEFENDANTS, from time to time, failed to provide
15 the AGGRIEVED EMPLOYEES, including PLAINTIFF, with wage statements that comply with
16 Cal. Lab. Code § 226.

17 26. As a result, DEFENDANTS issued the AGGRIEVED EMPLOYEES, including
18 PLAINTIFF, with wage statements that violate Cal. Lab. Code § 226. Further, DEFENDANT'S
19 violations are knowing and intentional, were not isolated due to an unintentional payroll error due
20 to clerical or inadvertent mistake.

21 **E. Off-the-Clock Work Resulting in Minimum Wage and Overtime Violations**

22 27. During the PAGA PERIOD, from time-to-time DEFENDANTS failed and
23 continue to fail to accurately pay the AGGRIEVED EMPLOYEES, including PLAINTIFF, for
24 all hours worked.

25 28. During the PAGA PERIOD, from time-to-time DEFENDANTS required the
26 AGGRIEVED EMPLOYEES, including PLAINTIFF, to perform pre-shift or post-shift work.
27 This resulted the AGGRIEVED EMPLOYEES, including PLAINTIFF, to have to work while
28 off-the-clock.

1 29. DEFENDANTS directed and directly benefited from the undercompensated off-
2 the-clock work performed by the AGGRIEVED EMPLOYEES, including PLAINTIFF.

3 30. DEFENDANTS controlled the work schedules, duties, and protocols, applications,
4 assignments, and employment conditions of the AGGRIEVED EMPLOYEES, including
5 PLAINTIFF.

6 31. DEFENDANTS were able to track the amount of time the AGGRIEVED
7 EMPLOYEES, including PLAINTIFF, spent working; however, DEFENDANTS failed to
8 document, track, or pay the AGGRIEVED EMPLOYEES, including PLAINTIFF, all wages
9 earned and owed for all the work they performed.

10 32. The AGGRIEVED EMPLOYEES, including PLAINTIFF, were non-exempt
11 employees, subject to the requirements of the California Labor Code.

12 33. DEFENDANTS' policies and practices deprived the AGGRIEVED
13 EMPLOYEES, including PLAINTIFF, of all minimum regular, overtime, and double time wages
14 owed for the off-the-clock work activities. Because the AGGRIEVED EMPLOYEES, including
15 PLAINTIFF, typically worked over forty (40) hours in a workweek, and more than eight (8) hours
16 per day, DEFENDANTS' policies and practices also deprived them of overtime pay.

17 34. DEFENDANTS knew or should have known that the AGGRIEVED
18 EMPLOYEES', including PLAINTIFF, off-the-clock work was compensable under the law.

19 35. As a result, the AGGRIEVED EMPLOYEES, including PLAINTIFF, forfeited
20 wages due to them for all hours worked at DEFENDANTS' direction, control, and benefit for the
21 time spent working while off-the-clock. DEFENDANTS' uniform policy and practice to not pay
22 the AGGRIEVED EMPLOYEES, including PLAINTIFF, wages for all hours worked in
23 accordance with applicable law is evidenced by DEFENDANTS' business records.

24 **F. Regular Rate Violation – Overtime, Double Time, Meal and Rest Period Premiums,**
25 **and Redeemed Sick Pay**

26 36. From time to time during the PAGA PERIOD, DEFENDANTS failed and
27 continues to fail to accurately calculate and pay the AGGRIEVED EMPLOYEES, including
28 PLAINTIFF, for their overtime and double time hours worked, meal and rest period premiums,

1 and redeemed sick pay. As a result, the AGGRIEVED EMPLOYEES, including PLAINTIFF,
2 forfeited wages due to them for working overtime without compensation at the correct overtime
3 and double time rates, meal and rest period premiums, and redeemed sick pay rates.
4 DEFENDANTS' uniform policy and practice not to pay AGGRIEVED EMPLOYEES, including
5 PLAINTIFF, at the correct rate for all overtime and double time worked, meal and rest period
6 premiums, and sick pay in accordance with applicable law is evidenced by DEFENDANTS'
7 business records.

8 37. State law provides that employees must be paid overtime at one-and-one-half times
9 their "regular rate of pay." The AGGRIEVED EMPLOYEES, including PLAINTIFF, were
10 compensated at an hourly rate.

11 38. In violation of the applicable sections of the California Labor Code and the
12 requirements of the Industrial Welfare Commission ("IWC") Wage Order, DEFENDANTS as a
13 matter of company policy, practice, and procedure, intentionally and knowingly failed to
14 compensate the AGGRIEVED EMPLOYEES, including PLAINTIFF, at the correct rate of pay
15 for all overtime and double time worked, meal and rest period premiums, and redeemed sick pay
16 as required by California law which allowed DEFENDANTS to illegally profit and gain an unfair
17 advantage over competitors who complied with the law. To the extent equitable tolling operates
18 to toll claims by AGGRIEVED EMPLOYEES against DEFENDANTS, the PAGA PERIOD
19 should be adjusted accordingly.

20 **G. Unlawful Deductions**

21 39. DEFENDANTS, from time-to-time unlawfully deducted wages from the
22 AGGRIEVED EMPLOYEES' pay without explanations and without authorization to do so or
23 notice to the AGGRIEVED EMPLOYEES. As a result, DEFENDANTS violated Labor Code §
24 221.

25 40. For example, DEFENDANTS deducted \$200 from PLAINTIFF's final paycheck
26 based on an unsubstantiated claim, evidencing DEFENDANTS' pattern of unlawful deductions.

27 **H. Violations for Untimely Payment of Wages**

41. Pursuant to California Labor Code section 204, the AGGRIEVED EMPLOYEES, including PLAINTIFF, were entitled to timely payment of wages during their employment. The AGGRIEVED EMPLOYEES, from time to time, did not receive payment of all wages, including, but not limited to overtime compensation, straight time wages, minimum wages, and meal and rest period premiums within permissible time period.

42. Pursuant to Cal. Lab. Code § 201, “If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.” Pursuant to Cal. Lab. Code § 202, if an employee quits his or her employment, “his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 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.” The AGGRIEVED EMPLOYEES, including PLAINTIFF, were, from time to time, not timely provided the wages earned and unpaid at the time of their discharge and/or at the time of quitting, in violation of Cal. Lab. Code §§ 201 and 202.

43. As such, PLAINTIFF demands up to thirty days of pay as penalty for not timely paying all wages due at time of termination for all AGGRIEVED EMPLOYEES whose employment ended during the PAGA PERIOD.

FIRST CAUSE OF ACTION

VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT

(Cal. Lab. Code §§2698 et seq.)

(Alleged by PLAINTIFF, in her representative capacity, against all DEFENDANTS)

44. PLAINTIFF realleges and incorporates by this reference, as though fully set forth herein, the prior paragraphs of this Class Action Complaint.

45. PAGA is a mechanism by which the State of California itself can enforce state labor laws through the employee suing under the PAGA who does so as the proxy or agent of the state's labor law enforcement agencies. An action to recover civil penalties under PAGA is fundamentally a law enforcement action designed to protect the public and not to benefit private parties. The purpose of the PAGA is not to recover damages or restitution, but to create a means of "deputizing" citizens as private attorneys general to enforce the Labor Code. In enacting

1 PAGA, the California Legislature specified that "it was ... in the public interest to allow aggrieved
2 employees, acting as private attorneys general to recover civil penalties for Labor Code violations
3 ..." (Stats. 2003, ch. 906, § 1). Accordingly, PAGA claims cannot be subject to arbitration.

4 46. PLAINTIFF, and such persons that may be added from time to time who satisfy
5 the requirements and exhaust the administrative procedures under the Private Attorney General
6 Act, bring this Representative Action on behalf of the State of California with respect to herself
7 and all employees who worked for Defendant in California during the time period of April 3, 2024
8 until the present (the "AGGRIEVED EMPLOYEES").

9 47. On April 3, 2025, PLAINTIFF gave written notice by certified mail to the Labor
10 and Workforce Development Agency (the "Agency") and the employer of the specific provisions
11 of this code alleged to have been violated as required by Labor Code § 2699.3. See Exhibit #1,
12 attached hereto and incorporated by this reference herein. The statutory waiting period for
13 PLAINTIFF to add these allegations to the Complaint has expired. As a result, pursuant to
14 Section 2699.3, PLAINTIFF may now commence a representative civil action under PAGA
15 pursuant to Section 2699 as the proxy of the State of California with respect to all AGGRIEVED
16 EMPLOYEES as herein defined.

17 48. The policies, acts and practices heretofore described were and are an unlawful
18 business act or practice because DEFENDANTS (a) failed to pay AGGRIEVED EMPLOYEES
19 minimum wages and overtime wages, (b) failed to provide AGGRIEVED EMPLOYEES legally
20 required meal and rest breaks, (c) failed to pay AGGRIEVED EMPLOYEES at the correct
21 regular rate of pay, (d) failed to pay AGGRIEVED EMPLOYEES for all time worked, and (e)
22 failed to timely pay wages, all in violation of the applicable Labor Code sections listed in Labor
23 Code §2699.5, including but not limited to Labor Code §§ 201, 201.3, 202, 203, 204, 210, 218.5,
24 218.6, 221, 226, 226.2, 226.3, 226.7, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1,
25 1197.14, 1198, 1199, 2802, 2804, and the applicable Industrial Wage Order(s), and thereby gives
26 rise to statutory penalties as a result of such conduct. PLAINTIFF hereby seeks recovery of civil
27 penalties as prescribed by the Labor Code Private Attorney General Act of 2004 as the
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1 representative of the State of California for the illegal conduct perpetrated on the AGGRIEVED
2 EMPLOYEES, including PLAINTIFF.

3 **PRAYER FOR RELIEF**

4 WHEREFORE, PLAINTIFF prays for a judgment against each DEFENDANT, jointly
5 and severally, as follows:

- 6 1. For reasonable attorney's fees and costs of suit to the extent permitted by law, including
7 pursuant to Labor Code § 2699, *et seq.*;
- 8 2. For civil penalties to the extent permitted by law pursuant to the Labor Code under the
9 Private Attorneys General Act; and
- 10 3. For such other relief as the Court deems just and proper.

11
12 DATED: July 2, 2025

CALIFORNIA UNITED LAW GROUP, P.C.

13
14 By: Jared Sohn
15 Jared R. Sohn
16 Attorney for PLAINTIFF
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EXHIBIT 1

May 15, 2025

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VIA ONLINE FILING

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Tony's Clean Team LLC

2682 Middlefield Rd., Ste P

Redwood City, CA 94063

Nick A. Amaya

2682 Middlefield Rd., Ste P

Redwood City, CA 94063

RE: Rosmy Chirinos v. Tony's Clean Team LLC et al.

Dear Representative:

This office represents **Rosmy Chirinos ("Mr. Chirinos")** with respect to his claims under the California Labor Code against **Tony's Clean Team LLC** and, pursuant California Labor Code § 558.1, its individual director(s), officer(s), owner(s) and/or managing agent(s), **Nick A. Amaya** (collectively, the "**Employer**"). This letter is being sent simultaneously to Employer by certified mail.

Employer employed Mr. Chirinos from approximately December 1, 2024 to February 28, 2025 as an hourly, non-exempt employee. During his employment with Employer, Mr. Chirinos was employed as a General Worker at Employer's location at Redwood City, California. Employer is a California limited liability company that provides janitorial and cleaning services.

Mr. Chirinos intends to seek penalties for violations of the California Labor Code which are recoverable under California Labor Code section 2698, *et seq.*, the Private Attorneys General Act of 2004 ("**PAGA**"). Mr. Chirinos is seeking penalties on behalf of himself and in a representative capacity on behalf of the State of California and all current and former non-exempt employees of Employer ("**Aggrieved Employees**"). This letter is being sent in compliance with California Labor Code section 2699.3.

As detailed below, Employer violated several of California's wage and hour laws during Mr. Chirinos' employment, including but not limited to violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 227.3, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and 6300, *et seq.*, and applicable Industrial Welfare Commission Wage Orders. The claims made on behalf of Mr. Chirinos and Aggrieved Employees are based upon the following facts and theories:

1. FAILURE TO PAY FOR ALL TIME WORKED AT CORRECT RATES OF PAY, INCLUDING MINIMUM WAGES, STRAIGHT TIME WAGES, AND OVERTIME COMPENSATION

Employer has engaged in numerous unlawful practices which resulted in the failure to pay Mr. Chirinos and Aggrieved Employees for all time worked at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation.

First, Employer regularly required Mr. Chirinos and Aggrieved Employees to work more than eight (8) hours in a day or forty (40) hours in a workweek, but failed to pay them overtime compensation for such work. Employer also failed to provide Mr. Chirinos and Aggrieved Employees with adequate training as to the payment of overtime compensation, all in an effort to keep its workers uninformed as to their legal right to overtime compensation. In addition, Employer regularly required Mr. Chirinos and Aggrieved Employees to work off-the-clock in order to complete their duties and responsibilities. This off-the-clock work included, among other things, requiring Mr. Chirinos and Aggrieved Employees to: (1) respond to work-related directives and continue performing tasks during unpaid meal periods; (2) begin work duties before clocking in for their shifts; (3) continue working after clocking out for the day; and (4) perform their duties without access to the company's timekeeping system, resulting in uncompensated work hours and inaccurate pay. Mr. Chirinos and Aggrieved Employees were not compensated for this off-the-clock work, resulting in a failure to pay minimum wages and straight time wages. Moreover, this off-the-clock work typically caused Mr. Chirinos and Aggrieved Employees to work more than eight (8) hours in a day and forty (40) hours in week, resulting in a failure to pay overtime compensation.

In addition to requiring Mr. Chirinos and Aggrieved Employees to perform work off-the-clock without compensation, Employer also failed to accurately record the actual time worked by Mr. Chirinos and Aggrieved Employees, which resulted in a failure to pay Mr. Chirinos and Aggrieved Employees for all hours actually worked, including minimum wages, straight time wages and overtime wages. Finally, and as a matter of policy and/or practice, Employer failed to pay overtime to Mr. Chirinos and Aggrieved Employees for all overtime hours worked based on regular rates of pay correctly calculated to include all applicable remuneration.

As a result of the foregoing practices, Employer has failed to pay Mr. Chirinos and Aggrieved Employees for all wages earned at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation. Accordingly, Employer violated IWC Wage Order No. 16-2001 and California Labor Code sections 204, 510, 1194, 1197, 1197.1 and 1198.

Mr. Chirinos and Aggrieved Employees will therefore seek unpaid wages; PAGA default penalties; penalties pursuant to California Labor Code sections 558, 1197.1, and 1199; compensation pursuant to Labor Code Section 1194; and attorneys' fees and costs.

2. FAILURE TO PROVIDE MEAL PERIODS AND PAY MEAL PERIOD PREMIUMS

Employer failed to provide Mr. Chirinos and Aggrieved Employees with legally compliant 30-minute meal periods. Mr. Chirinos and Aggrieved Employees were required by Employer to work more than five (5) hours per day, but were not provided with uninterrupted 30-minute meal periods. Further,

Mr. Chirinos and Aggrieved Employees were not provided with a second uninterrupted 30-minute meal period when they worked over ten (10) hours per day. Employer regularly required Mr. Chirinos and Aggrieved Employees to work through their first and second meal periods, to take their first meal period after their fifth (5th) hour of work, and/or to take their second meal periods after their tenth (10th) hour of work. On the occasions that Mr. Chirinos and Aggrieved Employees did take a meal period, their meal periods were frequently interrupted or cut short.

Employer's policies, practices, and procedures were responsible for the violations alleged above and prevented Mr. Chirinos and other Aggrieved Employees from taking timely, complete and duty-free meal periods because, amongst other reasons: (1) Employer did not have legally compliant policies regarding the provision and timing of meal periods or systematically disregarded its own purported meal period policies; (2) Employer's management at various levels, affecting all hourly-non-exempt employees, failed and refused to implement and enforce legally compliant meal period policies and practices; (3) Employer failed to adequately inform and train Mr. Chirinos and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free meal periods; (4) Employer failed to adequately inform and train Mr. Chirinos and other Aggrieved Employees about their right to premium wages for non-compliant meal periods; (5) Employer failed to ensure that there was adequate staffing to allow Mr. Chirinos and other Aggrieved Employees to take timely, uninterrupted, and duty-free meal periods; (6) Employer required Mr. Chirinos and other Aggrieved Employees to remain on-call and respond to work-related requests at all times, including during meal periods, which included verbal instructions from supervisors to return to work, interruptions due to ongoing workload demands, and inconsistent enforcement of designated break times; and (7) Employer's policy and culture prevented Mr. Chirinos and other Aggrieved Employees from taking timely, uninterrupted, and duty-free meal periods because of the priority placed on completing job requirements over employees right to receive timely, uninterrupted, and duty-free meal periods.

Mr. Chirinos and Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for the meal periods which were not provided to them in compliance with California law.

Accordingly, Employer violated IWC Wage Order No. 16-2001 and California Labor Code sections 226.7, 512(a) and 1198.

Mr. Chirinos and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to California Labor Code sections 558 and 1199; and attorneys' fees and costs.

3. FAILURE TO AUTHORIZE AND PERMIT REST PERIODS AND PAY REST PERIOD PREMIUMS

Employer failed to authorize and permit Mr. Chirinos and Aggrieved Employees take legally compliant 10-minute rest periods. Employer required Mr. Chirinos and Aggrieved Employees to work through rest periods. Mr. Chirinos and Aggrieved Employees were not provided with uninterrupted, duty-free rest periods when they worked more than four (4) hours or a major fraction thereof. Further, Mr. Chirinos and Aggrieved Employees were not provided with a second uninterrupted, duty-free rest period when they worked more than six (6) hours in a day, or a third uninterrupted, duty-free rest period after working more than ten (10) hours in day. In the rare event that a rest period was taken, it

was frequently interrupted or cut short. Moreover, Mr. Chirinos and Aggrieved Employees were not completely relieved of duty as required by *Augustus v. ABM Security Services, Inc.*, 2 Cal.5th 257 (2016).

Employer's policies, practices, and procedures were responsible for the violations alleged above and prevented Mr. Chirinos and other Aggrieved Employees from taking timely and complete rest periods because, amongst other reasons: (1) Employer did not have legally compliant policies regarding the provision and timing of rest periods or systematically disregarded its own purported rest period policies; (2) Employer's management at various levels, affecting all hourly-non-exempt employees, failed and refused to implement and enforce legally compliant rest period policies and practices; (3) Employer failed to adequately inform and train Mr. Chirinos and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free rest periods; (4) Employer failed to adequately inform and train Mr. Chirinos and other Aggrieved Employees about their right to premium wages for non-compliant rest periods; (5) Employer failed to ensure that there was adequate staffing to allow Mr. Chirinos and other Aggrieved Employees to take timely, uninterrupted, and duty-free rest periods; (6) Employer required Mr. Chirinos and other Aggrieved Employees to remain on-call and respond to work-related requests at all times, including during rest periods, which included verbal instructions from supervisors to return to work and no opportunity to take a break; and (7) Employer's policy and culture prevented Mr. Chirinos and other Aggrieved Employees from taking timely, uninterrupted, and duty-free rest periods because of the priority placed on completing job requirements over employees right to receive rest periods.

Mr. Chirinos and Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for the rest periods which were not provided to them in compliance with California law.

Accordingly, Employer violated IWC Wage Order No. 16-2001 and California Labor Code sections 226.7, and 1198.

Mr. Chirinos and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; California Labor Code sections 558 and 1199 penalties; and attorneys' fees and costs.

4. FAILURE TO TIMELY PAY WAGES DURING EMPLOYMENT

As to each pay period, Employer has failed to timely pay all wages earned because Mr. Chirinos and Aggrieved Employees were not paid all the wages they were owed including, *inter alia*, overtime compensation, straight time wages, minimum wages, and meal and rest period premiums. Accordingly, Employer violated California Labor Code section 204(a).

Mr. Chirinos and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to California Labor Code sections 210 and 1199; and attorneys' fees and costs.

5. FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

As a result of the practices described above, the wage statements provided to Mr. Chirinos and

Aggrieved Employees failed to include the actual hours worked, the actual gross wages earned, and the correct rates of pay. Accordingly, Employer violated California Labor Code section 226(a).

Mr. Chirinos and Aggrieved Employees will therefore seek PAGA default penalties; penalties pursuant to California Labor Code section 226.3; and attorneys' fees and costs.

6. FAILURE TO MAINTAIN ACCURATE RECORDS

Employer has failed to maintain accurate records relating to Mr. Chirinos and Aggrieved Employees' work periods, meal periods, total daily hours worked, and total hours worked per payroll period. Accordingly, Employer violated IWC Wage Order No. 16-2001 and California Labor Code sections 1198.5 and 1174(d).

Mr. Chirinos and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; California Labor Code section 1174.5 penalties; and attorneys' fees and costs.

7. FAILURE TO REIMBURSE NECESSARY EXPENDITURES

California Labor Code sections 2800 and 2802 require an employer to reimburse its employees for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. IWC Wage Order No. 16-2001 requires employers to provide employees with the tools or equipment necessary for the performance of their job. During the relevant time period, Mr. Chirinos and Aggrieved Employees incurred necessary business-related expenses and costs that were not fully reimbursed by Employer. These costs include, but are not limited to, the use of personal tools and equipment such as saws, drills, hammers, knives, measuring tape, and other carpentry-related materials necessary to perform their job duties.

Accordingly, Employer violated IWC Order No 16-2001 and California Labor Code sections 2800 and 2802.

Mr. Chirinos and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; and attorneys' fees and costs.

8. UNLAWFUL DEDUCTION, WITHHOLDING, OR COLLECTION OF WAGES PAID

California Labor Code section 221 provides that it is "unlawful for any employer to collect or receive from an employee any part of wages theretofore paid by said employer to said employee." Paragraph 7 of IWC Wage Order No. 16-2001 further provides that "No employer shall collect or deduct from any employee any part of the wage that are paid unless such deductions are allowed by law." Despite this, Employer implemented a policy that allowed Employer to deduct wages for alleged property damage without evidence or due process, including a \$200 deduction from Mr. Chirinos's final paycheck based on an unsubstantiated claim that he damaged a client's vehicle. Employer's policy allowing for deduction of wages does not comport with any exception enumerated in California Labor Code section 224, and is therefore unlawful under California law.

Mr. Chirinos and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to Labor Code section 225.5; penalties pursuant to paragraph 7 of IWC Wage Order No. 16-2001 and attorneys' fees and costs.

9. FAILURE TO TIMELY PAY ALL WAGES UPON TERMINATION OF EMPLOYMENT

Upon the termination of employment, Mr. Chirinos and Aggrieved Employees were not paid all wages due to them within twenty-four (24) hours or even within seventy-two (72) hours for those who resigned. Specifically, as a result of Employer's practices of requiring Mr. Chirinos and Aggrieved Employees to work off-the-clock without compensation, failing to pay proper overtime compensation, failure to properly calculate regular rates, and failure to accurately record all hours actually worked, Employer failed to pay Mr. Chirinos and Aggrieved Employees for all straight time wage, minimum wages and overtime compensation owed to them upon termination of their employment. Employer also failed to pay Mr. Chirinos and Aggrieved Employees for meal period premiums and rest period premiums they were owed, amongst other wages. Accordingly, Employer violated California Labor Code sections 201 and 202.

Mr. Chirinos and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to California Labor Code sections 203, 1199, and 2699(f)(2); and attorneys' fees and costs.

Therefore, on behalf of himself, the State of California and all Aggrieved Employees, Mr. Chirinos may seek all applicable penalties related to these violations of the California Labor Code pursuant to PAGA. If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter.

Sincerely,

California United Law Group, P.C.

By: Jared Sohn
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Managing Attorney