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April 2, 2025

VIA ONLINE SUBMISSION

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, CA 95814

VIA USPS CERTIFIED MAIL

DEDICATED BUILDING SERVICES, LLC

Agent for Service of Process
Derek C. Smith
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DEDICATED BUILDING SERVICES, LLC

4419 Van Nuys Blvd., Ste 209
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Re: PAGA Notice Letter re California Wage & Hour Violations

To Whom It May Concern:

This office represents Jose A. Bonilla (“Mr. Bonilla”), a janitorial employee, with respect to his claims under the California Private Attorneys General Act (PAGA). This letter constitutes the notice required by Labor Code § 2699.3 and it is based on information and belief. The information set forth in this Notice is based on the available and limited data, and subject to subsequent revisions.

Mr. Bonilla seeks to pursue PAGA claims on his own behalf and on behalf of other current and former aggrieved employees/joint employees of the entities/individuals referenced below, defined as Employers, which aggrieved employees are collectively defined here as **“Employees.”** The Employees that Mr. Bonilla seeks to represent are all Employees who have been suffered or permitted to perform work in the State of California for the one year prior to the date of filing this notice and continuing until all unlawful employment practices are stopped and this matter is resolved via settlement and/or judgment.

Mr. Bonilla seeks to pursue PAGA action and/or other civil action against DEDICATED BUILDING SERVICES, LLC and each of their respective parent companies, subsidiaries, predecessors, successors, owners, officers, directors, managing agents, and/or managing members, all of whom are referred here as “**Employers.**” Mr. Bonilla will also seek to hold all owners, partners, directors, officers, and managing agents of Employers personally liable for said violations to the extent said individuals are determined to be Employers of Employees and/or to the extent permitted under Labor Code §§ 558, 558.1 and/or 1197.1. All business entities referenced here were/are the alter-egos of each individual and other business entities named here.

Employers own, manage, operate and run a janitorial service company from various locations in the State of California. According to their website Employer is a facilities maintenance company that specializes in the following: Custodial and janitorial services; building engineering; floor care; parking lot sweeping; pressure washing; and other maintenance services. Mr. Bonilla worked at the Los Angeles County Department of Social Services building, located at 4077 N. Mission Road, Lincoln Heights, CA 90032. Employers’ principal place of business is at the 119 East Saint Joseph Street, Arcadia, CA 91006. Mr. Bonilla was hired by Employers as a janitor on or about April 1, 2024. His last day of employment was on or about September 30, 2024, when the Employer terminated him. Mr. Bonilla received a direct deposit of his last wages several days after his date of termination.

In his capacity and for Employers, Mr. Bonilla would provide various services, including, but not limited to, sweeping, moping, vacuuming, cleaning bathrooms, cleaning the kitchen, cleaning the lobby, cleaning the elevators, maintaining the parking lot, taking out the trash, and other related janitorial services.

Throughout his employment with Employers, Mr. Bonilla would be given many tasks per shift, which would make it impossible to complete them on time. Therefore, Mr. Bonilla would clock out during his lunch and continue working during his off-duty hours. If he did not complete the given work per shift, he would be reprimanded by his supervisor, Eric. The employers were aware that the sheer volume of work was impossible to complete per shift and required off-the-clock work to catch up at best. Frequently Mr. Bonilla’s shift would extend beyond overtime hours, which remain unpaid, as a result as well.

For more than a year, Employers have engaged in the following employment practices known to date to be in violation of California law:

Failure to Pay Non-Exempt Employees Mandated Overtime Pay (Labor Code § 500, Labor Code § 510 – 511, Labor Code § 1194 and 1198, IWO No. 5, and/or Other Applicable Statute(s) and/or IWO(s), Title 8 (CCRs including 8 CCR 11070(2)(G)):

Employers have violated and continue to violate the above-referenced statute(s), IWO(s) and/or CCRs by failing to pay Employees the mandated overtime wages owed as follows:

- a) Employees working more than 8 hours in a workday have not been paid time and one-half. Instead, they were not paid for the time they worked over 8 hours, or they were only paid regular wages rather than overtime wages.
- b) Employees working more than 40 hours in a workweek have not been paid time and one-half. Instead, they either were not paid for the time they worked over 40 hours in a week, or they were only paid regular wages rather than overtime wages.

Mr. Bonilla would work the night shift from 5:00 PM through 12:30 AM from Monday to Friday. However, on frequent occasions, Mr. Bonilla would have to work after clocking out. He would often work until about 1:30 AM trying to finish off the tasks for the day. He was not paid for the work performed during the off-the-clock hours.

Failure to Pay at Least the Minimum Wage for All Time Worked [Labor Code § 1182.12, Labor Code § 1194, Labor Code § 1197, Labor Code § 1197.1, Labor Code § 1198, IWO No. 5 and/or Other Applicable Statute(s), IWO(s), Local Law(s)/Ordinance(s) re Minimum Wages where the above referenced facilities were located]:

Employers have violated and continue to violate Labor Code §§ 1182.12, 1194, 1198, and Industrial Welfare Commission Wage Orders, including IWOs (or other applicable law, wage order, regulation and/or local law/ordinance regulating the minimum wage owed to employees who work in the County of Los Angeles and its incorporated cities) by failing to pay Employees at least the minimum wages required under the law.

Failure to Provide Legally Mandated and Legally Compliant Meal Periods or, In Lieu Thereof, Premium Pay Wages (Labor Code § 226.7, Labor Code § 512, Labor Code § 516, Labor Code § 1198, IWO No. 5 and/or Other Applicable IWO(s)):

In violation of the above-referenced statute(s) and/or IWO(s), Employers have engaged, and continue to engage, in the business-wide/enterprise-wide practice of not providing Employees with legally compliant meal periods or, in lieu thereof, the premium pay mandated under California law as follows:

- a) In violation of Labor Code § 512 and the above-referenced IWOs, The Employers have failed, and continue to fail, to provide Employees working 5.1 to 10 hours in their workday with at least one 30-minute unrestricted and uninterrupted meal period within the first 5 hours of their workday. Instead, Employees are provided their meal periods more than 5 hours after beginning their workday. Employees who were misclassified as exempt employees, were not provided meal periods or their meal periods were on-duty, were late and/or were interrupted. Additionally, in violation of Labor Code § 226.7, The Employers failed to pay said Employees one hour of pay (aka premium pay) for each day a legally compliant meal break was not provided.
- b) In violation of Labor Code § 512 and the above-referenced IWOs, The Employers have failed, and continue to fail, to provide Employees working 10.1 to 14 hours in their workday with a second 30-minute, unrestricted and uninterrupted meal period within the first ten hours of their workday. Instead, Employees are either not provided with a meal

period or, when they are provided a meal period, the meal period is not timely, it is interrupted, and/or the Employees are required to remain on duty. Additionally, in violation of Labor Code § 226.7, The Employers failed to pay said Employees one hour of pay (aka premium pay) for each day the required second meal period was not provided.

To the extent that premium pay was paid to non-exempt Employees, it was not paid at the Employees' regular rate of compensation as that rate is determined under California law which is to include nondiscretionary compensation paid to Employees (e.g., non-discretionary incentives, gift cards, etc.) See, *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal5th 858.

Failure to Provide Legally Mandated and Legally Compliant Rest/Lactation Breaks and Recovery Periods or, In Lieu Thereof, Premium Pay Wages (Labor Code § 226.7, Labor Code § 512, Labor Code § 516, Labor Code §§ 1030 – 1033, Labor Code § 1198, IWO No. 5 or Other IWO(s) Applicable to Employers' Business):

Employers have engaged, and continue to engage, in the business/company-wide practice of not authorizing and/or permitting Employees to take the paid rest/lactation breaks that they are entitled to under the above-referenced statute(s) and/or IWO(s) as follows:

- a) In violation of Labor Code § 512 and the above-referenced IWOs, The Employers have failed, and continue to fail, to authorize and/or permit Employees working 3.5 to 6 hours in a workday to take at least one paid unrestricted and uninterrupted 10-minute net rest break in the middle of their daily work periods even though it was practical for Employees to take such rest breaks. Instead, rest breaks were not paid and/or were not provided in the middle of the work period. Additionally, in violation of Labor Code § 226.7, The Employers failed to pay said Employees one hour of pay (aka premium wages) for each day that required rest breaks were not authorized and/or permitted.
- b) In violation of Labor Code § 512 and IWOs, The Employers have failed, and continue to fail, to authorize and/or permit Employees working 6.1 to 10 hours in a workday to take at least two paid unrestricted and uninterrupted 10-minute rest breaks in the middle of each of their daily work periods even though it was practical for Employees to take such rest breaks. Instead, Employees were either not given such rest breaks; or, when they were given rest breaks, the breaks were not in the middle of the work period, the breaks were interrupted and/or Employees were required to remain on-duty during their rest breaks. Additionally, in violation of Labor Code § 226.7, The Employers failed to pay said Employees one hour of pay (aka premium pay) for each day the required rest breaks were not authorized and/or permitted.

Additionally, to the extent that premium pay related to rest/lactation breaks have been paid to Employees, it has not been paid at the Employees' regular rate of compensation as that rate is determined under California law which is to include nondiscretionary compensation paid to the Employees (e.g., non-discretionary incentives/bonuses, etc.) See, *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal5th 858.

Failure to Provide a Mandatory Day of Rest (Labor Code § 551, Labor Code § 552, Labor Code § 1198, IWO No. 5 and/or Other Applicable Statute(s), IWO(s)):

Employers have violated and continue to violate the above-referenced statute(s) and IWOs by failing to provide current and former Employees with one day of rest in seven workdays as required under Labor Code § 551-552.

Failure to Properly Calculate the Regular Rate of Wage (Labor Code §§ 226.7, 510, 516, 1998, Labor Code §§ 1030 – 1033, IWO No. 5 or Other IWO(s) Applicable to Employers' Business/Joint Venture):

Employers have failed and continue to fail to apply the correct computation/analysis of each Employees' "regular rate of pay" (re O.T. wages and sick time wages) and each Employee's "regular rates of compensation" in computing the premium pay wages owed with respect to payment of O.T. wages and wages for non-compliant meal, rest or recovery periods under Labor Code § 226.7(c) (See, *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal5th 858 -- all nondiscretionary payments/wages paid to Employees must be considered, not just Employees' basic hourly wages.). As a result, Employees who were paid O.T. wages, sick time wages, and/or premium pay related to meal periods, rest/lactation breaks and/or recovery periods were not paid at the legally required rate(s) of pay.

Failure to Provide Mandated Sick Leave Requirements (Labor Code § 233, Labor Code §§ 245.5, 246 – 246.5, 247, 247.5, 248.2, 249 and Labor Code § 1198 and/or Other Applicable Law(s), Local Codes/Ordinance(s) and/or Regulation(s)):

Employers have violated and continue to violate the above-mentioned laws in at least the following ways: Employees were deprived of their sick leave and Covid benefits and corresponding pay under California law as follows. The Employers have violated and continue to violate Labor Code § 245.5 (definition of employee) and § 246 (mandated amounts of accrual of sick time) by failing to allow its past and present employees to accrue sick time in the amount required by law. As well, the Employers have violated and continue to violate Labor Code § 246.5 by failing to permit its past and present employees from using their accrued sick time for the purposes set forth under California law. Furthermore, a covered employee, who is considered full-time or who worked or was scheduled to work an average of at least 40 hours per week in the two weeks before the leave is taken, is entitled to up to 80 hours of medical leave, comprised of 40 hours of COVID-19 Supplemental Paid Sick Leave and an additional 40 hours if the covered employee or the qualifying family member tests positive for COVID-19. The aggrieved employees were deprived of said benefits as well.

Failure to Pay/Timely Pay Employees All Wages Owed on Designated Paydays (Labor Code § 200, Labor Code §§ 204 – 204b, 206, 208, Labor Code § 1198, IWO No. 5 or Other Applicable IWO):

Employers have violated and continue to violate Labor Code §§ 204-204b, 206, 208 and the applicable wage order by failing to pay Employees the wages they were due within the

timeframes set forth in Labor Code §§ 204-204b and at the place(s) required by law, including Labor Code §§ 206 and 208. Such failures occurred in at least the following ways:

- a) The Employers unfairly “round” the punch-in/out times of its Employees such that Employees are not paid for all the time they actually work. Moreover, the rounding has worked as an unfair monetary advantage to the Employers and to the detriment of the Employees.
- b) The Employers have not paid Employees overtime pay because the Employers have not included all the time Employees have actually worked in the Employees’ time records which are used to calculate Employees’ regular and overtime wages.
- c) Employees who are owed additional wages due to the Employers’ failure to comply with minimum wages laws have not been paid said wages.
- d) Employees have not been paid for their vested/accrued vacation benefits.
- e) Employees have not been paid for their accrued sick leave benefits.
- f) Employees have not been paid the premium pay wages owed by the Employers for missed, untimely, restricted, interrupted and/or short rest breaks.
- g) Employees have not been paid the premium pay wages owed by the Employers for missed, untimely, restricted, interrupted and/or short meal periods.
- h) Employees have not been paid minimum, regular and/or overtime wages for time worked but not included in the calculations of Employees’ wages included in the Employees’ paychecks and/or wage statements.
- i) Employees have not been paid minimum, regular and/or overtime wages owed for on-duty meal periods.
- j) Employees have not been paid minimum, regular and/or overtime wages owed due to rounding, editing, shaving and/or adjusting of clock-in times which have consistently worked to the unfair advantage of the Employers.
- k) Employees who have worked more than 8 hours to 12 hours in a workday have not been paid time and one-half
- l) Employees who have worked more than 40 hours in a workweek have not been paid time and one-half.

Because Employees were not compensated for the above-referenced wages, Employees were not paid such wages within the timeframes set forth in Labor Code §§ 204-204b. Moreover, even the wages that Employees were paid were not paid within the timeframe(s) set forth in Labor Code §§204-204b and/or were not paid to Employees at the place(s) required under Labor Code § 208 (if terminated, the place of discharge; if by quitting, at the office/agency of the employer in the county where employees performed labor).

Failure to Provide Employees with Accurate Itemized Wage Statements (Labor Code § 226, Labor Code 226.3 Labor Code § 1198):

Employers have adopted, and continue to adopt, a custom and practice of providing wage statements to Employees that fail to comply with Labor Code § 226 in the following ways:

- The wage statements do not accurately record the total hours worked and the gross/net

wages earned by non-exempt Employees, including:

- a. Premium pay wages for missed, untimely, restricted, interrupted and/or short rest breaks as referenced above.
 - b. Premium pay wages for missed, untimely, restricted, interrupted and/or short meal periods as referenced above.
 - c. Regular and/or overtime wages for time worked but not reported on the Employer's time records.
 - d. Regular and/or overtime wages for on-duty meal periods.
 - e. Regular and/or overtime wages for rounding to the benefit of the Employers.
 - f. Vacation time pay.
 - g. Sick leave time pay.
 - h. Covid benefits.
 - i. Earned overtime wages.
 - j. Owed wages due to the Employer's failure to comply with minimum wages laws.
- The Employers' wage statements have not always accurately recorded all the deductions deducted from Employees' wages.
 - The Employers' wage statements do not set forth the accurate name and/or address of the legal entity of the entity that employed Employees.
 - The Employers' wage statements do not accurately set forth all the hourly rates in effect to the pay period and/or the accurate corresponding number of hours worked at each hourly rate by Employees.

Failure to Pay/Timely Pay Employees All Wages Due at Time of Separation (Labor Code §§ 200-203, 208, 227.3):

Employers have violated and continue to violate the above-referenced statute(s) by failing to pay Employees who have become separated from Employers the complete and correct amount of all wages owed to such Employees at the time of their separation and the place of their separation within the timeframes mandated by law in the following ways:

- For Employees who have been terminated, The Employers have failed, and continue to fail, to pay said employees all wages due and payable immediately at the time of their termination.
- For Employees who have given at least 72-hours-notice of resigning or otherwise separating from the Employers, the Employers have failed (and continue to fail) to pay said Employees all wages due and payable on their last day of work.
- For Employees who have resigned or otherwise separated from the Employers and have not given at least 72 hours' notice, the Employers have failed (and continue to fail) to pay said Employees all wages due and payable within 72-hours.
- Employees who have become separated from the Employers (whether by termination, resignation or otherwise) have not been paid the premium pay wages owed at the time of separation for missed, untimely, restricted, interrupted and/or short rest breaks.
- Employees who have become separated from the Employers (whether by termination, resignation or otherwise) have not been paid the premium pay wages owed at the time of separation for missed, untimely, restricted, interrupted and/or short meal periods.

- Employees who have become separated from the Employers (whether by termination, resignation or otherwise) have not been paid regular and/or overtime wages owed at the time of separation for time worked but not reported on the Employers' time sheets and/or wage statements.
- Employees who have become separated from the Employers (whether by termination, resignation or otherwise) have not been paid regular and/or overtime wages owed at the time of separation for on-duty meal periods.
- Employees who have become separated from the Employers (whether by termination, resignation or otherwise) have not been paid regular and/or overtime wages owed at the time of separation for time unpaid due to rounding practices that unfairly worked to the benefit of the Employers.
- Employees who have become separated from the Employers (whether by termination, resignation or otherwise) have not been paid the overtime wages.
- Employees who have become separated from the Employers (whether by termination, resignation or otherwise) have not been paid wages owed due to the Employers failure to pay at least the minimum wage mandated by law.
- Employees who have become separated from the Employers (whether by termination, resignation or otherwise) have not been paid the wages owed for unpaid rest breaks.

Since none of the separated Employees paid the entirety of the wages they were owed at the time of their separation, each such employee is entitled to continuing wages for the 30-day maximum set forth in Labor Code § 203 (see below). The number of pay period violations of Labor Code §§ 201-202 can be determined from information contained in the employment records of Employers including records which show when Employees became separated from employment with Employers, when said Employees were paid their final wages from Employers and what wages were paid as well as records regarding the total number of said employees who have become separated from employment during the statutory period.

Employers Failed and Continue to Fail Record Keeping Practices in Compliance with Labor Code Sections 1174 (c) and (d):

Which provisions, in pertinent part, provide: “(c) Keep a record showing the names and addresses of all employees employed and the ages of all minors. (d) Keep at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by, and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept in accordance with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than three years. An employer shall not prohibit an employee from maintaining a personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units earned.” The record keeping practices were lawfully deficient for computation of wages, premium and overtime wages, regular rate of pay adjustments, PTO benefits, and reporting requirements for the wage statements. Employers' wage statements do not accurately set forth all the hourly rates. Employers have failed to produce all of Mr. Bonilla's records.

California Labor Code Section 206.5 Prohibits Employers from Requiring Employees to Execute Releases of a Claim or Right “on Account of Wages Due, or to Become Due, or Made as an Advance on Wages to Be Earned, Unless Payment of Those Wages Has Been Made. A Release Required or Executed in Violation of the Provisions of this Section shall be Null and Void as Between the Employer and the Employee.”:

Employers required Employees to release their claims for unpaid wages as a condition to receiving their paychecks. “Execution of a release” includes requiring Mr. Bonilla and other aggrieved employees, as a condition to be paid, to execute a statement of the hours they worked during the pay period which the Employers knew to be false. That practice is in violation of California Labor Code section 206.5. As such, Employees are entitled to civil penalties, attorney’s fees, costs, and interest, pursuant to Labor Code sections 2699(a), (f)-(g).

Employers are Responsible for Compensating Employees due to their Reporting Time:

No employer may employ an employee prohibited by the applicable IWC wage orders. California Labor Code section 1198 further requires that “. . . the standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor for employees. The employment of any employee . . . under conditions of labor prohibited by the order is unlawful.” California Code of Regulations, Title 8, section 11160(5)(A) provides that “[e]ach workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee’s usual or scheduled day’s work, the employee shall be paid for half the usual or scheduled day’s work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee’s regular rate of pay, which shall not be less than the minimum wage.”

Employers violated California Labor Code section 1198 and California Code of Regulations, Title 8, section 11160(5), because they failed to pay Employees reporting time pay when they reported to work for their scheduled shift but were put to work for less than half of the regular schedule. Employees are entitled to recover civil penalties, attorney’s fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g).

Conclusion

If the State of California intends to investigate the matters here, please inform our offices as soon as possible since prompt administrative action will permit the unlawful identified practices to be rectified in prompt fashion. If the State of California does not send notification of its intent to investigate the alleged violations, pursuant to Labor Code § 2698 *et. seq.* (PAGA), then Mr. Bonilla reserves the right to file a PAGA cause of action and seek all available remedies. Should the State of California require any additional information, please contact the undersigned.

Very truly yours,
MOORADIAN LAW, APC
Zorik Mooradian
ZORIK MOORADIAN
Attorney for Jose A. Bonilla