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SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN JOAQUIN

VERONICA FUENTES, on behalf of the
State of California and Aggrieved Employees,

Plaintiff,

vs.

ALL STATE CLEANING, LP; and DOES 1
through 10, inclusive,

Defendants.

Case N STK-CV-~~UDE~~-2025-0017810

**PRIVATE ATTORNEYS GENERAL ACT
OF 2004 COMPLAINT FOR:**

1. Civil Penalties Pursuant to
Labor Code § 2699(a); and
2. Civil Penalties Pursuant to
Labor Code § 2699(f).

[UNLIMITED JURISDICTION]

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Fuentes, et al. v. All State Cleaning, LP

PAGA COMPLAINT FOR CIVIL PENALTIES PURSUANT TO LABOR CODE § 2699(a) & (f)

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11 **SUPERIOR COURT OF CALIFORNIA**

12 **COUNTY OF SAN JOAQUIN**

13 VERONICA FUENTES, on behalf of the
14 State of California and Aggrieved Employees,

15 Plaintiff,

16 vs.

17 ALL STATE CLEANING, LP; and DOES 1
18 through 10, inclusive,

19 Defendants.

Case No. _____

20 **PRIVATE ATTORNEYS GENERAL ACT**
21 **OF 2004 COMPLAINT FOR:**

- 22 1. Civil Penalties Pursuant to
23 Labor Code § 2699(a); and
24 2. Civil Penalties Pursuant to
25 Labor Code § 2699(f).

26 [UNLIMITED JURISDICTION]

SUMMARY

1. Plaintiff Veronica Fuentes (“Plaintiff” or “Fuentes”), on behalf of the State of California and other Aggrieved Employees, hereby brings this Private Attorneys General Act (“PAGA”) Complaint against Defendant All State Cleaning, LP (“ASC”), and DOES 1 through 10, inclusive (together, “Defendants”).

2. ASC employed Fuentes as one of its Aggrieved Employees in and around Ventura County, California.

3. ASC pays Fuentes and its other Aggrieved Employees on an hourly rate basis.

4. Fuentes and the Aggrieved Employees regularly work more than 8 hours in a day and/or 40 hours in a week.

5. But ASC does not pay Fuentes and the other Aggrieved Employees overtime wages for all hours worked.

6. Instead, ASC regularly requires Fuentes and the other Aggrieved Employees to perform work that is not captured on their time records or that is otherwise worked “on the clock” but later edited by ASC to be removed from official timekeeping records, thereby going unrecorded (*i.e.*, work that is performed “off the clock”).

7. This off-the-clock work occurs when Fuentes and the other Aggrieved Employees work over 8 hours in a day and/or 40 hours in a week.

8. ASC does not compensate Fuentes and the other Aggrieved Employees for such off-the-clock work.

9. ASC’s off-the-clock policies and practices violate the various provisions of the California Labor Code and applicable Industrial Welfare Commission (“IWC”) Wage Orders by depriving Fuentes and the other Aggrieved Employees of all wages owed for all hours worked, as well as all “time and a half” overtime pay they are owed for all hours worked after 8 in a day and/or 40 in a week.

10. ASC also fails to authorize, permit, and/or make available compliant meal periods to Fuentes and the other Aggrieved Employees.

11. Instead, ASC requires Fuentes and the other Aggrieved Employees to remain on-

1 duty, subject to interruption, and perform work throughout their shifts, including during attempted
2 meal periods.

3 12. ASC also fails to authorize, permit, and/or make available compliant rest periods to
4 Fuentes and the other Aggrieved Employees for every four hours worked or major fraction thereof.

5 13. Despite depriving Fuentes and the other Aggrieved Employees of compliant meal
6 and rest periods, ASC does not pay these employees the required premium pay for the first missed
7 meal and rest periods each workday.

8 14. Further, ASC violates the accurate wage statement provisions of the Labor Code
9 and applicable Wage Order(s) by depriving Fuentes and the other Aggrieved Employees of wage
10 statements that accurately reflect all their hours worked and all wages actually earned.

11 15. Fuentes brings these claims pursuant to PAGA to challenge ASC's policies and
12 practices of: (1) failing to pay Aggrieved Employees all wages, including minimum wages, straight
13 time wages, overtime wages, and premium pay, owed; (2) failing to provide or make available
14 compliant meal and rest periods; (3) failing to provide required premium compensation for missed
15 meal and rest periods; (4) exceeding the maximum hours of work; (5) failing to provide Aggrieved
16 Employees with accurate, itemized wage statements; (6) failing to pay Aggrieved Employees all
17 wages in a timely fashion; and (7) failing to keep and maintain accurate timekeeping and payroll
18 records.

19 16. Fuentes brings this PAGA Action to recover all civil penalties and other PAGA
20 damages on behalf of the State of California and the other Aggrieved Employees.

21 JURISDICTION & VENUE

22 17. This Court has jurisdiction over the State of California's claims pursuant to the
23 California Constitution, Article VI, Section 10, which grants the Superior Court original
24 jurisdiction in all causes except those given by statute to other trial courts. The statute under which
25 this action is brought does not specify any other basis for jurisdiction.

26 18. Fuentes filed her written PAGA Notice with the California Labor and Workforce
27 Development Agency ("LWDA") on April 1, 2025, bearing Case No. LWDA-CM- 1089531-25. A
28 true and correct copy of the PAGA Notice is attached herein as **Exhibit 1**.

1 19. This Court has general personal jurisdiction over ASC because ASC is a California
2 limited partnership and maintains its principal place of business in Stockton, San Joaquin County,
3 California.

4 20. Venue is proper in the Superior Court for the County of San Joaquin pursuant to
5 California Code of Civil Procedure § 395.

6 21. ASC maintains its principal place of business in Stockton, San Joaquin County,
7 California and therefore resides in this County.

8 **PARTIES**

9 22. Fuentes worked for ASC as a non-exempt operations assistant in and around
10 Ventura County, California from approximately December 2023 to May 2025.

11 23. On average, Fuentes worked 8-to-9 hours per day and 5 days per week (an overall
12 average of 40-to-45 hours per week) during her employment with ASC. Fuentes also occasionally
13 worked 12-hour night shifts.

14 24. Fuentes's base hourly rate of pay was \$24.00 per hour.

15 25. Throughout her employment, ASC failed to pay Fuentes for all hours worked,
16 including overtime hours.

17 26. ASC implemented a practice of forcing employees, such as Fuentes, to clock out
18 early while requiring them to continue working, effectively creating a system of off-the-clock work.

19 27. ASC also altered/edited time records to reduce Fuentes's recorded work time
20 without authorization or employee verification.

21 28. Further, ASC failed to provide Fuentes with timely, compliant, and *bona fide* meal
22 periods within the first 5 hours of her workday during which Fuentes was completely relieved of
23 all work duties and free from interruption.

24 29. Instead, ASC's employees would regularly interrupt Fuentes's attempted meal
25 breaks with requests to perform work.

26 30. Fuentes's meal periods were unpaid, wherein she was required by ASC to clock out
27 for her 30-minute meal periods in order to avoid meal premium penalties but was required to
28 continue working, leading to additional off-the-clock work that ASC failed to compensate.

31. ASC likewise failed to provide Fuentes with compliant, timely, and *bona fide* 10-minute rest periods during which she was fully relieved of all work duties.

32. Further, ASC failed to provide Fuentes with wage statements that accurately reflected all the hours she worked and all the wages she actually earned, in willful violation of the Labor Code and applicable IWC Wage Order(s).

33. ASC likewise failed to pay Fuentes all wages owed at the end of her employment.

34. During attempted rest periods, Fuentes was not free to engage in personal activities.

35. Fuentes brings this action on behalf of the State of California and on behalf of all of ASC's current and former non-exempt employees employed in California who suffered one or more Labor Code violations Fuentes suffered, which are enumerated in Labor Code §§ 2698 *et seq.*, and who worked for ASC any time since one year and 65 days before the filing of this Complaint until final resolution of this Action.

36. These employees are referred to as the "Aggrieved Employees."

37. Fuentes is an "Aggrieved Employee" within the meaning of Labor Code § 2699(c) because ASC employed her, and she suffered one or more of the alleged Labor Code and/or Wage Order violations committed by ASC within the relevant limitations period.

38. Fuentes and the other Aggrieved Employees were employees of ASC at all relevant times, within the meanings set forth in the California Labor Code and the applicable Wage Order(s).

39. Fuentes is informed, believes, and thereon alleges that Defendant All State Cleaning LP is a California limited partnership with its principal place of business located in San Joaquin County, California. ASC may be served with process through its registered agent, **Blain J. Bibb, 3225 Tomahawk Drive, Stockton, California 95205.**

40. ASC was Fuentes's employer and supervisor at all times relevant hereto.

41. ASC was Fuentes's and the Aggrieved Employees' employer or person(s) acting on behalf of their employer(s), either individually, or as an officer, agent, or employees of another person, within the meaning of California Labor Code § 1197.1, who paid or caused to be paid to any

employee a wage less than the minimum fixed by California state law for each hour and overtime time hour worked, and as such, is subject to civil penalties.

42. Fuentes is informed and believes, and based thereupon alleges, that at all times relevant hereto, Defendants, and each of them, were the agents, employees, managing agents, supervisors, co- conspirators, parent corporation, joint employers, alter ego, and/or joint ventures of the other Defendants, and each of them, and in doing the things alleged herein, were acting at least in part within the course and scope of said agency, employment, conspiracy, joint employer, alter ego status, and/or joint venture and with the permission and consent of each of the other Defendants.

43. The true names and capacities, whether a corporation, agent, individual or otherwise, of DOES 1 through 10, are unknown to Fuentes, who therefore sues said Defendants by such fictitious names. Each Defendant designated herein as a DOE is negligently or otherwise legally responsible in some manner for the events and happenings referred to herein and thereby proximately caused injuries and damages to Fuentes as alleged herein. Fuentes will seek leave of Court to amend this Complaint to show their true names and capacities when the same have been ascertained.

44. At all times mentioned here, DOES 1 through 10 were the agents, representatives, employees, successors and/or assigns of Defendants and at all times pertinent hereto were acting within the course and scope of their authority as such agents, representatives, employees, successors, and/or assigns.

45. Fuentes is informed and believes that at all relevant times herein mentioned Defendants, and/or DOES 1 through 10 are and were corporations, business entities, individuals, and partnerships, licensed to do business and actually doing business in the State of California.

46. Fuentes is informed and believes that Defendants, and each of them, committed other wrongful acts or omissions of which Fuentes is presently unaware. Fuentes shall conduct discovery to identify said wrongful acts and will seek leave of Court to amend this Complaint to add said acts upon discovery.

FACTUAL ALLEGATIONS

47. ASC provides commercial cleaning services to businesses in California.

48. To meet its business objectives, ASC employs workers such as Fuentes and the other Aggrieved Employees to provide the cleaning and labor services necessary for ASC to run its cleaning.

49. For example, Fuentes worked for ASC as a non-exempt, hourly-paid operations administrative assistant from approximately December 2023 through May 2025.

50. Fuentes's primary job duties included doing inventory/stock, ordering supplies, answering phone calls, and other secretarial duties.

51. Fuentes was ASC's hourly employee and was paid at a rate of \$24.00 per hour.

52. ASC's records reflect all on-the-clock hours Fuentes worked each day and week.

53. Fuentes regularly worked more than 8 hours a workday and 40 hours a workweek while employed by ASC.

54. But ASC does not pay Fuentes for all the hours she worked.

55. Instead, ASC instructed and required Fuentes to clock-out of work early while requiring her to continue working (ASC's "Off-the-Clock Policy").

56. During this post-shift time after clocking out, Fuentes was subject to ASC's control and direction.

57. ASC knew, or reasonably should have known, Fuentes was on premises and subject to ASC's control during this time.

58. Additionally, ASC knew, or reasonably should have known, Fuentes was on premises and subject to ASC's control during this time because ASC instructed her to clock out and continue working, and because Fuentes's supervisors saw her doing so.

59. ASC nevertheless failed to pay Fuentes for these post-shift hours that were off the clock.

60. ASC, either directly or indirectly, was also responsible for improper alterations of Fuentes's recorded work time to reduce the number of recorded work hours, resulting in further unpaid wages (ASC's "Time Editing Policy").

61. Upon information and belief, ASC knew of these edits/alterations and failed to take proper corrective action to ensure Fuentes was paid correctly for all hours worked.

62. ASC likewise subjected Fuentes to interruptible, on-duty unpaid meal periods during which she was not completely relieved of all work duties (ASC's "Meal Break Policy").

63. ASC required Fuentes to clock out for her unpaid meal periods.

64. However, Fuentes was consistently interrupted with work demands during her attempted meal periods.

65. ASC did not instruct Fuentes to clock back in for work when she was interrupted during unpaid meal breaks, resulting in Fuentes performing compensable work while off-the-clock during her meal periods.

66. Despite requiring Fuentes to be on-call and subject to interruption, and interrupting her in fact during her meal periods, ASC did not pay Fuentes the required one hour of premium pay at her regular rate for each workday in which she did not receive a *bona fide* meal period.

67. Similarly, ASC failed to provide Fuentes with *bona fide* rest periods of at least 10 minutes for each four hours of work.

68. Rather, ASC subjected Fuentes to interruptible, on-duty rest periods during which she was not relieved of all work duties (ASC's "Rest Break Policy").

69. Fuentes was consistently interrupted with work demands during her attempted rest periods.

70. Despite requiring Fuentes to be on-call and subject to interruption, and interrupting her in fact during her rest periods, ASC did not pay Fuentes the required one hour of premium pay at her regular rate for each workday in which she did not receive compliant, *bona fide* rest periods.

71. As a result of ASC's Post Shift Policy, Time Editing Policy, Meal Break Policy, and Rest Break Policy, Fuentes was not paid at her agreed-upon hourly rate of pay for all hours worked.

72. As a result of ASC's Post Shift Policy, Time Editing Policy, Meal Break Policy, and Rest Break Policy, Fuentes was likewise not paid 1.5 times her regular rate of pay for all hours worked beyond 8 in a workday and/or 40 in a workweek.

73. As a result of ASC's Meal Break and Rest Break Policies, Fuentes was likewise not paid premium penalties for each workday in which she did not receive a timely or compliant meal and rest period.

74. As a result of ASC's policies and practices, ASC failed to keep, record, and maintain accurate payroll and timekeeping records for Fuentes.

75. As a result of ASC's policies and practices, ASC issued or caused to be issued itemized wage statements that were inaccurate, as they did not include the accurate number of hours worked, gross wages earned, and net wages earned.

76. As a result of ASC's Post Shift Policy, Time Editing Policy, Meal Break Policy, and Rest Break Policy, ASC failed to pay Fuentes all wages earned and owing upon her separation of employment.

77. While exact job duties and precise work locations may differ, Fuentes and the other Aggrieved Employees are all subject to ASC's same or similar practices or policies.

78. Like Fuentes, ASC's other Aggrieved Employees are paid on an hourly rate basis.

79. Like Fuentes, ASC requires the other Aggrieved Employees to report their hours worked.

80. Like Fuentes, ASC subjected the Aggrieved Employees to its Post Shift Policy.

81. Like Fuentes, ASC provides instructions to the other Aggrieved Employees to clock out of work but continue working to complete their job duties.

82. Like Fuentes, ASC subjects the Aggrieved Employees to its control while they are on premises after they clock out of work, but does not pay them for all such off-the-clock work time.

83. Like Fuentes, the Aggrieved Employees are subject to ASC's control and direction during their post-shift time after clocking out.

84. ASC knows, or reasonably should know, the Aggrieved Employees are on premises and subject to ASC's control during this time because ASC supervisory employees directed the work to be done and/or saw the Aggrieved Employees performing such work.

85. ASC nevertheless fails to pay the Aggrieved Employees for these post-shift hours that are off the clock.

86. Like Fuentes, ASC also subjects the other Aggrieved Employees to its Time Editing Policy.

87. Like Fuentes, ASC, either directly or indirectly, is also responsible for improper alterations of the Aggrieved Employees' recorded work time, resulting in further unpaid wages.

88. Upon information and belief, the Aggrieved Employees' recorded work time is edited and/or altered to remove substantial number of work hours from their recorded on-the-clock hours. These hours are often overtime hours.

89. Upon information and belief, ASC knows of these edits/alterations and fails to take proper corrective action to ensure the Aggrieved Employees are paid correctly for all hours worked.

90. Like Fuentes, ASC also subjects the other Aggrieved Employees to its Meal Break Policy.

91. ASC subjects the other Aggrieved Employees to interruptible, on-duty unpaid meal periods during which they are not completely relieved of all work duties.

92. ASC requires the other Aggrieved Employees to clock out for their unpaid meal periods.

93. However, the other Aggrieved Employees are consistently interrupted with work demands during their attempted meal periods.

94. ASC does not instruct the other Aggrieved Employees to clock back in for work when they are interrupted during their unpaid meal breaks, resulting in the other Aggrieved Employees performing compensable work while off-the-clock during their meal periods.

95. Despite requiring the other Aggrieved Employees to be on-call and subject to interruption, and interrupting them in fact, during their meal periods, ASC does not pay the other Aggrieved Employees the required one hour of premium pay at their regular rate for each workday in which they do not receive a *bona fide* meal period.

96. Like Fuentes, ASC subjects the other Aggrieved Employees to its Rest Break Policy.

97. ASC fails to provide the other Aggrieved Employees with *bona fide* rest periods of at least 10 minutes for each four hours of work.

98. Rather, ASC subjects the other Aggrieved Employees to interruptible, on-duty rest periods during which they are not relieved of all work duties.

99. Upon information and belief, the other Aggrieved Employees are consistently interrupted with work demands during their attempted rest periods.

100. Despite requiring the other Aggrieved Employees to be on-call and subject to interruption, and interrupting them in fact, during their rest periods, ASC does not pay the other Aggrieved Employees the required one hour of premium pay at their regular rate for each workday in which they do not receive compliant, *bona fide* rest periods.

101. As a result of ASC's Post-Shift Policy, Time Editing Policy, Meal Break Policy, and Rest Break Policy, the other Aggrieved Employees are not paid at their agreed-upon hourly rate of pay for all hours worked.

102. As a result of ASC's Post-Shift Policy, Time Editing Policy, Meal Break Policy, and Rest Break Policy, the other Aggrieved Employees are likewise not paid 1.5 times their regular rate of pay for all hours worked beyond 8 in a workday and/or 40 in a workweek.

103. As a result of ASC's Meal Break and Rest Break Policies, the other Aggrieved Employees are likewise not paid premium penalties for each workday in which they do not receive a timely or compliant meal and rest period.

104. As a result of ASC's policies and practices, ASC fails to keep, record, and maintain accurate payroll and timekeeping records for the other Aggrieved Employees.

105. As a result of ASC's policies and practices, ASC issues or causes to be issued itemized wage statements to the other Aggrieved Employees that are inaccurate, as the wage statements do not include the accurate number of hours worked, gross wages earned, and net wages earned.

106. As a result of ASC's Post-Shift Policy, Time Editing Policy, Meal Break Policy, and Rest Break Policy, ASC fails to pay the other Aggrieved Employees who left their employment all wages earned and owing upon their separation of employment.

1 107. Fuentes submitted her written notice of the intent to pursue PAGA civil penalties
2 to the LWDA on April 1, 2025, bearing case number LWDA-CM- 1089531-25.

3 108. More than 65 days have passed without notice from the LWDA.

4 109. As such, Fuentes has satisfied all administrative prerequisites to commence this
5 civil action in compliance with Labor Code § 2699.3(a).

6 **COUNT I**

7 **Civil Penalties Pursuant to Labor Code § 2699(a)**

8 110. Fuentes incorporates all other paragraphs by reference.

9 111. Labor Code § 2699(a) provides:

10 Notwithstanding any other provision of law, any provision of this
11 code that provides for a civil penalty to be assessed and collected by
12 the Labor and Workforce Development Agency or any of its
13 departments, divisions, commissions, boards, agencies or
14 employees, for a violation of this code, may, as an alternative, be
15 recovered through a civil action brought by an aggrieved employee
16 on behalf of himself or herself and other current or former
17 employees.

18 112. Labor Code § 203 provides:

19 If an employer willfully fails to pay, without abatement or reduction,
20 in accordance with Sections 201, 201.5, 202, and 205.5, any wages
21 of an employee who is discharged or who quits, the wages of the
22 employee shall continue as a penalty from the due date thereof at the
23 same rate until paid or until an action therefore is commenced; but
24 the wages shall not continue for more than 30 days.

25 113. Labor Code § 226(a) provides:

26 Every employer shall, semimonthly or at the time of each payment
27 of wages, furnish each of his or her employees, either as a detachable
28 part of the check, draft, or voucher paying the employee's wages, or
separately when wages are paid by personal check or cash, an
accurate itemized statement in writing showing (1) gross wages
earned, (2) total hours worked by the employee, except for any
employee whose compensation is solely based on a salary and who
is exempt from payment of overtime under subdivision (a) of
Section 515 or any applicable order of the Industrial Welfare
Commission, (3) the number of piece-rate units earned and any
applicable piece rate if the employee is paid on a piece-rate basis, (4)
all deductions, provided that all deductions made on written orders
of the employee may be aggregated and shown as one item, (5) net
wages earned, (6) the inclusive dates of the period for which the
employee is paid, (7) the name of the employee and his or her social
security number, (8) the name and address of the legal entity that is
the employer, and (9) all applicable hourly rates in effect during the

pay period and the corresponding number of hours worked at each hourly rate by the employee.

114. Labor Code § 226(e)(1) provides:

An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney's fees.

115. Labor Code § 226.3 provides:

Any employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the records required in subdivision (a) of Section 226. The civil penalties provided for in this section are in addition to any other penalty provided by law. In enforcing this section, the Labor Commissioner shall take into consideration whether the violation was inadvertent, and in his or her discretion, may decide not to penalize an employer for a first violation when that violation was due to a clerical error or inadvertent mistake.

116. Labor Code § 558(a) and (c) provide:

(a) Any employer [] who violates, or causes to be violated, a section of this chapter or any provisions 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 in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages.... (c) The civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law.

117. Fuentes seeks civil penalties pursuant to Labor Code § 2699(a) for each failure by ASC, as alleged in this Complaint, to timely pay all wages owed to the Aggrieved Employees in compliance with Labor Code §§ 201-202 in the amounts established by Labor Code § 203.

118. Fuentes seeks such penalties as an alternative to the penalties available to individual litigants under Labor Code § 203 where applicable, as prayed for herein.

1 119. Fuentes also seeks civil penalties pursuant to Labor Code § 2699(a) for each failure
2 by ASC, alleged in this Complaint, to provide the Aggrieved Employees with accurate, itemized
3 wage statements in compliance with Labor Code § 226(a) in the amounts established by Labor
4 Code § 226(e).

5 120. Fuentes also seeks civil penalties in the amounts described under Labor Code § 558
6 pursuant to Labor Code § 2699(a) for each pay period in which ASC, as alleged in this Complaint,
7 failed to pay the Aggrieved Employees for all overtime wages owed.

8 121. Pursuant to Labor Code § 2699.3(a)(1) and (2), Fuentes has provided the LWDA
9 with notice of her intention to file this claim.

10 122. More than sixty-five (65) calendar days have passed without notice from the
11 LWDA. Thus, Fuentes satisfied all administrative prerequisites to commence this civil action.

12 123. Fuentes seeks the aforementioned civil penalties on behalf of the State of California
13 and the other Aggrieved Employees as set forth in Labor Code § 2699(g) and (i).

14 124. ASC is liable to the Aggrieved Employees and the State of California for the civil
15 penalties set forth in this Complaint, with interest thereon.

16 125. Fuentes is also entitled to an award of attorneys' fees and costs as set forth herein.

17 126. Wherefore, Fuentes and the Aggrieved Employees request relief as hereinafter
18 provided.

19 COUNT II

20 **Civil Penalties Pursuant to Labor Code § 2699(f)**

21 127. Fuentes incorporates all other paragraphs by reference.

22 128. Labor Code § 2699(f) provides:

23 For all provisions of this code except those for which a civil penalty
24 is specifically provided, there is established a civil penalty for a
25 violation of these provisions, as follows: ... (2) If, at the time of the
26 alleged violation, the person employs one or more employees, the
27 civil penalty is one hundred dollars (\$100) for each aggrieved
28 employee per pay period for the initial violation and two hundred
dollars (\$200) for each aggrieved employee per pay period for each
subsequent violation

1 129. Labor Code § 200 defines wages as “all amounts for labor performed by employees
2 of every description, whether the amount is fixed or ascertained by the standard of time, task, piece,
3 commission basis, or other method of calculation.” All such wages are subject to California’s
4 overtime and double time requirements, including those set forth above.

5 130. Labor Code § 204(a) provides that “[a]ll wages . . . earned by any person in any
6 employment are due and payable twice during each calendar month[.]”

7 131. Labor Code § 510(a) provides as follows:

8 Eight hours of labor constitutes a day’s work. Any work in excess
9 of eight hours in one workday and any work in excess of 40 hours
10 in any one workweek and the first eight hours worked on the
11 seventh day of work in any one workweek shall be compensated
12 at the rate of no less than one and one-half times the regular rate
of pay for an employee. Any work in excess of 12 hours in one
day shall be compensated at the rate of no less than twice the
regular rate of pay for an employee.

13 132. IWC Wage Order 16-2001(3)(A)(1) states that employees:

14 ...shall not be employed more than eight (8) hours in any
15 workday or more than 40 hours in any workweek unless the
16 employee receives one and one-half (1½) times such employee’s
17 regular rate of pay for all hours worked over 40 hours in the
18 workweek. Employment beyond eight (8) hours in any workday
19 or more than six (6) days in any workweek is permissible
provided the employee is compensated for such overtime at not
less than ... [o]ne and one-half (1½) times the employee’s
regular rate of pay for all hours worked in excess of eight (8)
hours up to and including 12 hours in any workday, and for the
first eight (8) hours worked on the seventh (7th) consecutive day
of work in a workweek....

20 133. Labor Code § 1194(a) provides as follows:

21 Notwithstanding any agreement to work for a lesser wage, any
22 employee receiving less than the legal minimum wage or the
23 legal overtime compensation applicable to the employee is
24 entitled to recover in a civil action the unpaid balance of the full
amount of this minimum wage or overtime compensation,
including interest thereon, reasonable attorneys’ fees, and costs
of suit.

25 134. Labor Code § 1198 makes it unlawful for employers to employ employees under
26 conditions that violate relevant Wage Order(s).
27
28

135. To the extent that any violation alleged herein does not carry penalties under Labor Code § 2699(a), Fuentes seeks civil penalties pursuant to Labor Code § 2699(f) for the Aggrieved Employees for each pay period in which such employee was aggrieved, in the amounts established by Labor Code § 2699(f).

136. Fuentes seeks civil penalties under Labor Code § 2699(f) for ASC's violations of Labor Code §§ 204, 226.7, 510, 512, 1174, 1194, 1194.5, 1198, and 1198.5.

137. Pursuant to Labor Code § 2699.3(a)(1) and (2), Fuentes has provided the LWDA with notice of her intention to file this claim.

138. More than sixty-five (65) calendar days have passed without notice from the LWDA. Thus, Fuentes satisfied all administrative prerequisites to commence this civil action.

139. Fuentes seeks the aforementioned penalties on behalf of the Aggrieved Employees and the State of California as set forth in Labor Code § 2699(g) and (i).

140. Labor Code § 2699(f)(2) provides a civil penalty of one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation of a Labor Code provision that does not provide for a civil penalty if, at the time of the violation, the employer employs one or more employees. Labor Code § 2699(f)(2) provides for a civil penalty of two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation of a Labor Code provision that does not provide a civil penalty if, at the time of the violation, the employer employs one or more employees.

141. ASC is liable to the State of California and Aggrieved Employees for the civil penalties set forth in this Complaint.

142. Fuentes is also entitled to an award of attorneys' fees and costs.

143. Wherefore, Fuentes and the Aggrieved Employees request relief as hereinafter provided.

RELIEF SOUGHT

WHEREFORE, Fuentes, on behalf of the State of California and the Aggrieved Employees, requests the following relief:

- a. That this action be maintained as a PAGA representative action, and Plaintiff and her counsel be provided with enforcement capability as if the LWDA brought the action;
- b. For Plaintiff to be recognized by the Court as serving as the duly authorized Representative of the LWDA, that she be deemed an "Aggrieved Employee," and that she be awarded enhanced compensation for bringing this action, should she prevail and provide benefit to the State of California or other "Aggrieved Employees," subject to the Court's discretion;
- c. A declaratory judgment that ASC's conduct violated the Labor Code as alleged herein;
- d. An order awarding civil penalties against ASC to the fullest extent provided for by PAGA;
- e. An award of attorneys' fees, costs, and expenses as provided by the California Labor Code, including Labor Code § 2699(g)(1); California Code of Civil Procedure §1021.5; and/or any other applicable law;
- f. Pre- and post-judgment interest on any amounts awarded at the highest applicable allowed by law; and
- g. Such other and further relief as this Court deems just and proper.

Dated: October 1, 2025

LAUREL EMPLOYMENT LAW APC



Joshua I. White, Esq.
William M. Hogg, Esq.

*Attorneys for Fuentes, on Behalf of the State of
California and Aggrieved Employees*

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN JOAQUIN
Fuentes, et al. v. All State Cleaning, LP, et al.

EXHIBIT 1



April 1, 2025

NOTICE VIA ONLINE SUBMISSION

California Labor and Workforce Development Agency
Private Attorney General Act (PAGA) – Filing

VIA CERTIFIED MAIL (RETURN RECEIPT REQUESTED)

ALL STATE CLEANING, L.P.
3225 Tomahawk Drive
Stockton, California 95205

Re: Notice by Veronica Fuentes on Behalf of Herself and all Other Aggrieved California Employees of All Sate Cleaning, L.P. as an individual and a Representative of the State of California

Dear Labor and Workforce Development Agency and All State Cleaning, L.P.:

Pursuant to the Labor Code Private Attorneys General Act of 2004 (“PAGA”), Cal. Lab. Code section 2698, *et seq.*, Veronica Fuentes (“Ms. Fuentes” or “Claimant”) intends to bring a civil action against David Shield Security Inc. (“the Employer”), individually and on behalf of all other aggrieved employees. This letter serves as Claimant’s written notice pursuant to Labor Code section 2699.3(a)(1) providing the Labor and Workforce Development Agency (“LWDA”) the opportunity to investigate the alleged claims contained herein of the specific provisions of the Labor Code allegedly violated by the Employer and the facts and theories in support of said allegations. This information contained herein is based on currently possessed information and belief.

If the LWDA does not intend to investigate the alleged violations, Claimant intends to file a representative civil action for PAGA penalties on behalf of herself and all other aggrieved employees of the Employer and shall seek civil penalties under the PAGA. A copy of this Notice is being sent to the Employer by certified mail at the address above.

Identity of “Employees”

Claimant intends to pursue PAGA civil penalties on her own behalf and on behalf of other current and former employees of the entities/individual referenced below who performed non-exempt work for said entities/individual and were either: 1) classified as a non-exempt employee or 2) should have been classified as a non-exempt employee. Said employees are limited to

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employees performing work for said entities/individuals at any time during one (1) year prior to the date of this PAGA Notice letter and continuing until the unlawful employment practices are stopped and/or a judgment is entered. Said employees are collectively hereinafter referred to as "Aggrieved Employees." The names of Aggrieved Employees (other than Claimant) are contained within the personnel records of the Employer.

Identity and Capacity of Employers/Joint Employers

Claimant intends to pursue a PAGA action against All State Cleaning, L.P., a California Limited Partnership also known as ASC, L.P. and Janitek, and its parent companies, subsidiaries, successors, owners, officers, directors, and managing agents (collectively referred to as "Employer" as well). Claimant will seek to hold all owners, directors, officers and managing agents of the Employer, personally liable for said violations to the extent permitted under Labor Code section 558 and/or Labor Code section 558.1.

All business entities referenced herein were the alter-egos of each and every other entity and individual referenced herein and there exists, and at all times herein mentioned has existed, a unity of interest and ownership between said entities and individuals such that any separateness between them ceased to exist in that said individuals and other entities have completely controlled, dominated, managed, and operated the business entities and have intermingled the assets of each to suit convenience. Further, each of the business entities are, and at all times mentioned herein were, mere shells, instrumentalities, and conduits through which the other above-referenced entities/individuals carried out their business while exercising complete control and dominance of the business such that individuality or separateness did not truly exist. Therefore, in the PAGA action, Claimant will seek to hold each said individual and/or entity jointly and severally liable for any and/or all violations committed by the other above-referenced individuals and/or entities.

It should further be noted that the Employer and its parent companies, subsidiaries, successors, owners, officers, directors, and/or managing agents have been engaged in a joint enterprise. Moreover, said persons/individuals are joint employers of Aggrieved Employees for the following reasons: 1) Said entities/individuals directly and/or indirectly exercised control over the wages, hours or working conditions of Aggrieved Employees; 2) Said entities/individuals had knowledge (either personally or through officers, directors and/or managing agents) of the work Aggrieved Employees were doing for them while supposedly being employed by another entity/individual and failed to prevent the work from occurring; and 3) Said entities retained or assumed a general right of control over hiring, direction, supervision, discipline, discharge, and relevant day-to-day aspects of the workplace behavior of Aggrieved Employees.

Violations/Supporting Facts and Theories

At all times herein, the Employer is a cleaning services company located in Stockton, California. The Employer has employed/jointly employed Employees (including Ms. Fuentes) to perform work and services in furtherance of their business and joint enterprise interests.

Claimant worked for the Employer as an Operations Administrative Assistant since December 11, 2023. During her employment, Claimant was classified as a non-exempt employee and was assigned to work 12-hour night shifts from 6:00 PM to 6:00 AM at various locations,

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including Soul Housing in Korea Town, Soul Mirror, and an abandoned location.

At all relevant times at least one year prior to the date of this Notice, the Employer subjected Claimant and other Aggrieved Employees to policies and practices that caused the violations of the Labor Code as described herein. Claimant now seeks civil penalties on behalf of all Aggrieved Employees and the State of California based on the alleged violations of the Labor Code and applicable IWC Wage Order, including civil penalties pursuant to Labor Code section 558(a). Claimant's claims are set forth in further detail below.

For reasons set forth herein, Claimant alleges the following violations of the Labor Code and applicable IWC Wage Order on behalf of herself and all other non-exempt aggrieved employees of Employer:

1. Wage and Hour Violations;
3. Failure to Provide Meal and Rest Periods;
4. Failure to Reimburse Business Expenses;
5. Failure to Maintain Accurate Itemized Wage Statements;
6. Failure to Maintain Accurate Records;
7. Unfair Business Practices

The violations of the Employer, thus include, the following:

Wage and Hour Violations

The Employer has engaged in systematic wage and hour violations that deprive Claimant and other Aggrieved Employees of their rightful compensation in violation of Labor Code sections 204, 1194, and 226. These violations are deliberate and widespread, as evidenced by the following practices:

1. The Employer has implemented a practice of forcing employees to clock out early while requiring them to continue working, effectively creating a system of off-the-clock work that deprives employees of wages for all hours worked.
2. Management systematically alters time records to reduce recorded work time, with the Human Resources ("HR") department modifying timekeeper records without employee verification. This practice directly violates Labor Code section 1174(d), which requires employers to maintain accurate payroll records.
3. The Employer's time record manipulation is particularly evident in situations involving meal periods, where employees are instructed to clock out to avoid meal premium penalties while continuing to work, creating falsified records that conceal violations.

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4. Despite working overtime hours, as evidenced by the 2.09 hours of overtime recorded on Claimant's recent pay statement, the Employer fails to properly compensate for all hours worked due to the systematic alteration of time records.

These wage and hour violations are not isolated incidents but represent a company-wide practice affecting all Aggrieved Employees, as confirmed by Claimant's interactions with other employees who have reported identical issues with time record manipulation and unpaid work time.

Accordingly, Claimant now seeks *civil penalties* pursuant to the PAGA on behalf of all Aggrieved Employees based on the alleged violations of the Labor Code and applicable IWC Wage Orders.

Meal Period Violations

The Employer has engaged in a systematic pattern of meal period violations that deprives Claimant and other Aggrieved Employees of their legally mandated meal breaks. California Labor Code sections 226.7 and 512 establish clear requirements for meal periods, which the Employer has consistently violated through multiple deliberate practices.

Specifically, the Employer has implemented a workplace culture that structurally prevents employees from taking compliant meal periods through the following documented practices:

1. The Employer has consistently restricted Claimant and Aggrieved Employees to approximately 10-minute lunches instead of the legally required uninterrupted 30-minute meal periods. This practice has been ongoing since Claimant's employment began in December 2023 and affects approximately 75% of all workdays.
2. The Employer routinely schedules meal periods after the fifth hour of employees' shifts, in direct violation of Labor Code section 512, which requires meal periods to be provided no later than the end of the fifth hour of work.
3. Management has implemented a coercive system whereby employees are forced to clock out for meal periods while continuing to work, creating falsified time records that conceal the violations. This practice is enforced through threats of disciplinary write-ups for employees who do not clock out by a certain time, even when operational demands prevent them from actually taking their breaks.
4. Supervisor Rosie Carbajal ("Carbajal") systematically prevents employees from taking uninterrupted meal periods by prohibiting them from closing office doors during designated break times and actively interrupting employees' meal periods to assist customers and handle work duties.
5. The Employer has failed to implement any compliant meal period policy or scheduling system that would ensure employees receive their legally mandated breaks. Despite Claimant's repeated requests to hire additional staff to provide adequate lunch break coverage, management has taken no corrective action.

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The systematic nature of these violations is evidenced by the fact that multiple employees, including janitors, have reported identical meal period violations to Claimant. While some meal premium payments appear in pay statements (as evidenced by the "CA Meal Premium" line item on Claimant's earnings statement), these payments are sporadic and fail to fully compensate for all violations.

Accordingly, Claimant now seeks *civil penalties* pursuant to the PAGA on behalf of all Aggrieved Employees based on the alleged violations of the Labor Code and applicable IWC Wage Orders.

Rest Period Violations

The Employer has systematically violated Labor Code section 226.7 and the applicable IWC Wage Order by failing to authorize and permit Claimant and other Aggrieved Employees to take legally compliant rest breaks. These violations are pervasive and structural in nature, as evidenced by the following practices:

1. The Employer maintains no specific rest period scheduling system, creating a work environment where employees are unable to take their legally required 10-minute rest breaks for each four-hour work period or major fraction thereof.
2. Rest periods, when attempted, are continuously interrupted by work duties, with supervisors like Carbajal actively directing employees to assist customers during designated break times.
3. The Employer has created a workplace culture where taking rest breaks is implicitly discouraged, as evidenced by the consistent pattern of interruptions and the absence of any mechanism to ensure breaks are provided.
4. Despite the systematic denial of compliant rest periods, the Employer has failed to pay the required rest period premiums for each workday that a compliant rest period was not provided, as required by Labor Code section 226.7(c).

These violations affect not only Claimant but all Aggrieved Employees, as confirmed by Claimant's conversations with other employees who have reported identical rest break violations.

Accordingly, Claimant now seeks *civil penalties* pursuant to the PAGA on behalf of all Aggrieved Employees based on the alleged violations of the Labor Code and applicable IWC Wage Orders.

Failure to Reimburse All Reasonable and Necessary Business-Related Expenses

The Employer has systematically violated Labor Code section 2802 by failing to reimburse Claimant and other Aggrieved Employees for necessary business expenses incurred in the discharge of their duties. These violations are deliberate and ongoing, as evidenced by the following practices:

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1. The Employer requires employees to use their personal cell phones for various work-related tasks without providing any reimbursement for the associated costs. This mandatory use of personal devices for work purposes constitutes a clear violation of Labor Code section 2802.
2. Employees are specifically required to use their personal phones for the company's clock in/out application, making the use of personal devices a mandatory condition of employment rather than an optional convenience.
3. Claimant is regularly required to use her personal phone to train other employees on company applications, effectively making her personal device an essential tool for performing her job duties.
4. Despite the mandatory nature of these business expenses, the Employer has failed to implement any reimbursement policy or system to compensate employees for the business use of their personal devices.

The systematic nature of these violations is evidenced by the fact that all employees, including janitors, are required to use the same clock in/out application on their personal phones, making this a company-wide practice that affects all Aggrieved Employees.

Failure to Provide Accurate Itemized Wage Statements

Labor Code section 226(a) states in pertinent part that every employer shall provide an accurate itemized statement in writing with respect to each one of its employees showing: 1) gross wages earned; 2) total hours worked by an employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission; (3) the number of piece rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item; (5) net wages earned; (6) the inclusive dates of the period for which the employee is paid; (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number; (8) the name and address of the legal entity that is the employer...; and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

Furthermore, Labor Code section 226(e)(2)(A) states: “An employee is deemed to suffer injury for purposes of this subdivision if the Employer fails to provide a wage statement.”

Labor Code section 226.3 imposes an additional civil penalty on the Employers of \$250.00 per employee per violation of Labor Code section 226(a) in an initial citation and \$1,000.00 per employee for each violation in a subsequent citation. In addition, Labor Code section 226(e) imposes a penalty of 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

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exceeding an aggregate penalty of \$4,000, and Claimants are entitled to an award of costs and reasonable attorney's fees.

The Employer violated Labor Code section 226(a) by systematically failing to provide accurate itemized wage statements to Claimant and Aggrieved Employees. Throughout Claimant's employment from January 5, 2025 to March 3, 2025, and upon information and belief continuing to affect other Aggrieved Employees, the Employer engaged in the following unlawful practices: failing to provide regular pay stubs, instead relying solely on direct deposit; denying employees access to the ADP system for wage statement review, effectively concealing detailed payroll information; failing to maintain and provide accurate records of hours worked, including regular and overtime hours; neglecting to properly document meal and rest periods taken or missed; and failing to accurately record and report all wages earned, including regular pay, overtime, and premium pay for missed breaks. These violations not only contravene the explicit requirements of Labor Code section 226(a) but also deprive employees of their right to verify the accuracy of their compensation, potentially masking other wage and hour violations. The Employer's conduct demonstrates a willful disregard for California labor laws and has resulted in significant harm to Claimant and Aggrieved Employees, who were systematically denied access to crucial payroll information necessary to understand and verify their compensation.

Accordingly, Claimant now seeks *civil penalties* pursuant to the PAGA on behalf of all Aggrieved Employees based on the alleged violations of the Labor Code and applicable IWC Wage Orders.

Failure to Maintain Accurate Records

Labor Code section 1174(d) requires every person, including Employers, employing labor in the state to “[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. 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.”

Labor Code section 1174.5 provides: “Any person employing labor who willfully fails to maintain the records required by subdivision (c) of §1174 or accurate and complete records required by subdivision (d) of Section 1174, or to allow any member of the commission or employees of the division to inspect records pursuant to subdivision (b) of §1174, shall be subject to a civil penalty of five hundred dollars (\$500).”

Section 7(A) of the applicable IWC Wage Order provides: “Every employer shall keep accurate information with respect to each employee including the following: . . . (3) time records showing when the employee begins and ends each work period. Meal periods, split shift intervals and total daily hours worked shall also be recorded.” Employers failed to accurately record the hours worked and meal periods for Claimant and other non-exempt aggrieved employees.

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The Employer has systematically violated Labor Code section 1174(d), which requires employers to maintain accurate payroll records showing hours worked daily and wages paid. These violations are deliberate and ongoing, as evidenced by the following practices:

1. The Employer has failed to maintain accurate time records due to systematic alterations, with management instructing employees to clock out for meal periods they do not actually take and the HR department modifying timekeeper records without employee verification.
2. The Employer's record-keeping violations are particularly evident in the context of meal and rest periods, where the company's records falsely indicate compliance with legal requirements while actual practices systematically violate those requirements.
3. The Employer has failed to document all hours worked, including off-the-clock work that occurs when employees are forced to clock out early while continuing to work.
4. These record-keeping violations are not isolated incidents but represent a company-wide practice affecting all Aggrieved Employees, as confirmed by Claimant's interactions with other employees who have reported identical issues with time record manipulation.

The systematic nature of these violations undermines the very purpose of Labor Code section 1174(d), which is to ensure accurate documentation of employee work time and compensation, and facilitates the Employer's other labor code violations by concealing evidence of those violations.

Accordingly, Claimant now seeks *civil penalties* pursuant to the PAGA on behalf of all Aggrieved Employees based on the alleged violations of the Labor Code and applicable IWC Wage Orders.

Unfair Business Practices

The Employer has engaged in unfair business practices in violation of California Business and Professions Code section 17200, *et seq.*, which prohibits "any unlawful, unfair or fraudulent business act or practice." The Employer's systematic labor code violations constitute unlawful business practices that provide the Employer with an unfair competitive advantage over law-abiding competitors in the cleaning services industry.

Specifically, the Employer's unfair business practices include:

1. Implementing systematic wage and hour violations by requiring employees to clock out early while continuing to work, effectively creating a pattern of off-the-clock work that deprives employees of wages for all hours worked.
2. Systematically altering time records to reduce recorded work time, with the HR department modifying timekeeper records without employee verification, in direct violation of Labor Code section 1174(d).

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3. Maintaining policies and practices that prevent employees from taking legally compliant meal and rest breaks, including restricting employees to approximately 10-minute lunches instead of the legally required 30-minute meal periods, scheduling meal periods after the fifth hour of shifts, and requiring employees to clock out for meal periods while continuing to work.
4. Failing to reimburse employees for necessary business expenses incurred in the discharge of their duties, including the mandatory use of personal cell phones for the company's clock in/out application and other work-related tasks.
5. Creating falsified time records that conceal violations by implementing a coercive system whereby employees are forced to clock out for meal periods while continuing to work.

These unlawful business practices have allowed the Employer to gain an unfair competitive advantage by reducing labor costs through systematic wage theft and labor code violations. The Employer has been unjustly enriched through these practices at the expense of its employees and law-abiding competitors.

The systematic nature of these violations is evidenced by their impact on all Aggrieved Employees, including janitors who have reported identical issues with time record manipulation, meal and rest break violations, and unpaid work time.

Accordingly, Claimant now seeks civil penalties pursuant to the PAGA on behalf of all Aggrieved Employees based on the alleged violations of the Business and Professions Code, the Labor Code, and applicable IWC Wage Orders.

Civil Penalties for Violation of the Labor Code and IWC Wage Orders

Labor Code section 558 subjects any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of Part 2, Chapter 1, of the Labor Code or any provision regulating hours and days of work in any IWC Wage Order to a civil penalty in the amount of \$50 for any initial violation for each pay period in which an employee is underpaid in addition to an amount sufficient to recover underpaid wages, and \$100 for each subsequent violation in addition to an amount sufficient to recover underpaid wages, which shall be paid to each affected employee.

Labor Code section 558.1(a) states: “Any employer or other person acting on behalf of an employer, who violates, or causes to be violated, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, or violates, or causes to be violated, sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation.” Labor Code section 558.1(b) expressly defines “other person acting on behalf of an employer” to include a “natural person who is an owner, director, officer, or managing agent of the employer.”

Labor Code section 1197.1 states that any employer or other person acting either individually or as an officer, agent or employee of another person, which pays or causes to be paid

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to any employee a wage less than the minimum fixed by an order of the commission shall be subject to a civil penalty and restitution of wages payable to the employee in an amount of \$100 for the initial violation for each pay period in which an employee underpaid in addition to an amount sufficient to recover underpaid wages, and \$250 for each subsequent violation in addition to an amount sufficient to recover underpaid wages, which shall be paid to each affected employee.

As set forth above, Employers violated the IWC Wage Order regulating the hours and days of work, Labor Code sections 510, 1197, and 1198, and caused the employees to be paid less than the minimum set by the IWC Wage Order. As a result, Employers are liable for civil penalties under Labor Code sections 558, 558.1, and 1197.1.

Accordingly, Claimant now seeks *civil penalties* pursuant to the PAGA on behalf of all Aggrieved Employees based on the alleged violations of the Labor Code and applicable IWC Wage Orders.

Duties of Employer

Labor Code section 1174 describes certain duties of every employer in this state. Subsection (d) of this labor code section requires that payroll records show the hours worked daily by employees and the corresponding wages to be paid for the hours worked. Employer violated this requirement by their failure to accurately record employee hours and wages owed for meal and rest period premiums and reporting time pay. Labor Code section 1174.5 imposes a civil penalty of \$500 for an employer's failure to maintain accurate and complete records. This civil penalty is addition to the civil penalty of \$100 per pay period, per non-exempt aggrieved employee that would be imposed pursuant to Labor Code section 2699 for a violation of Labor Code section 1174(d). Furthermore, Claimant and all other aggrieved current and former non-exempt employees are entitled to collect 35% of the penalty imposed pursuant to section 2699.

The Employer failed to accurately record meal periods and failed to record all accurate wages to be paid, as a result of the Employer's policy of not paying meal and rest period premiums for non-compliant breaks.

Accordingly, Claimant now seeks *civil penalties* pursuant to the PAGA on behalf of all Aggrieved Employees based on the alleged violations of the Labor Code and applicable IWC Wage Orders.

Attorneys' Fees, Costs, Interest and Penalties

Labor Code sections 218.6, 226(e), 1194, 1194.2, and 2699, *et seq.*, give employees the right to recover in a civil action the unpaid balance of the full amount of minimum wages, regular wages, overtime compensation, damages, liquidated damages, and penalties, including interest thereon, reasonable attorneys' fees, and costs of suit.

Pursuant to Labor Code section 2699(m), aggrieved employees are entitled to collect 35% of the civil penalty assessment. Accordingly, Employers are liable for these items in addition to the unpaid wages. Claimant has already incurred in actual damages, costs and attorneys' fees and will continue to incur costs because of the Employer's unlawful actions.

Conclusion

If the State of California intends to investigate the matters set forth herein, please inform our offices as soon as possible as prompt administrative action will permit the identified unlawful practices to be rectified in prompt fashion. If the State of California does not send notification of its intent to investigate the alleged violations set forth herein, then pursuant to Labor Code section 2698, *et seq.* (PAGA), Claimant reserves the right to file a PAGA cause of action seeking all available damages, penalties, and remedies as well as attorneys' fees, interest, and costs against Employer, as permitted under the PAGA. Should the State of California require any additional information, please do not hesitate to contact the undersigned.

Sincerely,

A handwritten signature in black ink, appearing to read 'Michiko Vartanian', with a long horizontal flourish extending to the right.

Michiko Vartanian, Esq.

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):

William M. Hogg (SBN 338196)

LAUREL EMPLOYMENTLAW, 808 Wilshire Blvd., Ste. 200, Santa Monica, CA 90401

TELEPHONE NO.: 323-551-9221

FAX NO.: 310-564-4093

EMAIL ADDRESS: william@laurelemploymentlaw.com

ATTORNEY FOR (Name): Plaintiff Veronica Fuentes

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN JOAQUIN

STREET ADDRESS: 180 East Weber Ave.

MAILING ADDRESS:

CITY AND ZIP CODE: Stockton, CA 95202

BRANCH NAME: Stockton Branch

CASE NAME:

Fuentes, on behalf of the State of California and Aggrieved Employees v. All State Cleaning LP

FOR COURT USE ONLY

FILED
SUPERIOR COURT

2025 DEC -3 AM 11:48

STEPHANIE FORNER-CLERK

BY Janet Monaco

CIVIL CASE COVER SHEET

- ☒ **Unlimited** (Amount demanded exceeds \$35,000) ☐ **Limited** (Amount demanded is \$35,000 or less)

Complex Case Designation

- ☐ Counter ☐ Joinder
Filed with first appearance by defendant.
(Cal. Rules of Court, rule 3.402)

STK-CV-00E-2025-0017810

DEPT.:

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

Auto Tort

- ☐ Auto (22)
☐ Uninsured motorist (46)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

- ☐ Asbestos (04)
☐ Product liability (24)
☐ Medical malpractice (45)
☐ Other PI/PD/WD (23)

Non-PI/PD/WD (Other) Tort

- ☐ Business tort/unfair business practice (07)
☐ Civil rights (08)
☐ Defamation (13)
☐ Fraud (16)
☐ Intellectual property (19)
☐ Professional negligence (25)
☐ Other non-PI/PD/WD tort (35)

Employment

- ☐ Wrongful termination (36)
☒ Other employment (15)

Contract

- ☐ Breach of contract/warranty (06)
☐ Rule 3.740 collections (09)
☐ Other collections (09)
☐ Insurance coverage (18)
☐ Other contract (37)

Real Property

- ☐ Eminent domain/Inverse condemnation (14)
☐ Wrongful eviction (33)
☐ Other real property (26)

Unlawful Detainer

- ☐ Commercial (31)
☐ Residential (32)
☐ Drugs (38)

Judicial Review

- ☐ Asset forfeiture (05)
☐ Petition re: arbitration award (11)
☐ Writ of mandate (02)
☐ Other judicial review (39)

Provisionally Complex Civil Litigation
(Cal. Rules of Court, rules 3.400-3.403)

- ☐ Antitrust/Trade regulation (03)
☐ Construction defect (10)
☐ Mass tort (40)
☐ Securities litigation (28)
☐ Environmental/Toxic tort (30)
☐ Insurance coverage claims arising from the above listed provisionally complex case types (41)

Enforcement of Judgment

- ☐ Enforcement of judgment (20)

Miscellaneous Civil Complaint

- ☐ RICO (27)
☐ Other complaint (not specified above) (42)

Miscellaneous Civil Petition

- ☐ Partnership and corporate governance (21)
☐ Other petition (not specified above) (43)

2. This case ☒ is ☐ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

- a. ☐ Large number of separately represented parties d. ☒ Large number of witnesses
b. ☐ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve e. ☐ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
c. ☒ Substantial amount of documentary evidence f. ☐ Substantial postjudgment judicial supervision

3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☐ punitive

4. Number of causes of action (specify): 2: PAGA civil penalties under Lab. Code 2699 (a) and (f)

5. This case ☐ is ☒ is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: 12/02/2025

William M. Hogg

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

SUM-100

SUMMONS
(CITACION JUDICIAL)

NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

ALL STATE CLEANING, LP; and DOES 1 through 10, inclusive,

YOU ARE BEING SUED BY PLAINTIFF:

(LO ESTÁ DEMANDANDO EL DEMANDANTE):

VERONICA FUENTES, on behalf of the State of California and Aggrieved Employees

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)
SUPERIOR COURT

2025 DEC -8 AM 11:48

STEPHANIE BOHRER, CLERK

BY Janet Monaco

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:

(El nombre y dirección de la corte es): Superior Court of California, County of San Joaquin, 180 E. Weber Ave., Stockton, CA 95202

STK-CV-005-2025- 0017810

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es): William Hogg, LAUREL EMPLOYMENT LAW, 808 Wilshire Blvd., Ste. 200, Santa Monica, CA 90401, 323-551-9221

DATE: 12/3/2025 STEPHANIE BOHRER Clerk, by Janet Monaco, Deputy
(Fecha) (Secretario) (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

[SEAL]

NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):
3. ☐ on behalf of (specify):
under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other (specify):
4. ☐ by personal delivery on (date):