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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

ADAN JIMENEZ, as an individual, and
on behalf of all similarly situated
employees,

Plaintiff,

v.

INNOVATIVE CLEANING SERVICES
INC., and DOES 1 through 50, inclusive,
Defendant.

Case No. 30-2022-01292149-CU-OE-CXC

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR DAMAGES**

1. Failure to Pay All Wages Including Minimum and Overtime Wages §§ 204, 206, 226.2, 226.8, 510, 1182.12, 1194, 1194.2, 1197;
2. Failure to Provide Meal Periods in Violation of Labor Code §§ 226.7, 512 and Wage Order 5-2001, § 11;
3. Failure to Provide Rest Periods in Violation of Labor Code §§ 226.7 and Wage Order 5-2001, § 12;
4. Failure to Provide Accurate Itemized Wage Statements in Violation of Labor Code §§ 226, 226.3, and 1174;
5. Failure to Pay Earned Wages in Violation of Labor Code §§ 204, 206, 216, 218.5, 218.6;
6. Failure to Reimburse for Necessary Business Expenditures; Labor Code § 2802; and
7. Unfair Business Practices in Violation of Cal. Bus. & Prof Code §§ 17200, *et seq.*
8. Enforcement of the Private Attorneys General Act of 2004

DEMAND FOR JURY TRIAL

Plaintiff ADAN JIMENEZ hereby respectfully alleges and complains as follows:

INTRODUCTION

1. This is a class action brought on behalf of Plaintiff ADAN JIMENEZ (hereinafter "Mr. Jimenez" or "Plaintiff") and the class he seeks to represent ("Plaintiff Class"), as defined herein, as all non-exempt employees employed by or formerly employed by Defendant Innovative Cleaners (hereinafter "IC" or "Defendant"), The Plaintiff Class consists of all non-exempt employees employed by or formerly employed by IC within the State of California who are California Citizens at the time of the filing of this First Amended Class Action Complaint." The "Class Period" is defined as the four (4) years prior to the filing of the First Amended Class Action Complaint through the date final judgment is entered. Plaintiff reserves the right to amend this First Amended Class Action Complaint to reflect a different "Class Period" as further discovery is conducted.

2. Plaintiff individually and on behalf the class he seeks to represent, seek relief against Defendants for (1) failure to pay all wages due, including minimum, regular, and overtime wages as a result of Defendants' policy of improperly paying its non-exempt hourly employees; (2) failure to provide meal and rest periods or compensation in lieu thereof; (3) failure to pay wages of terminated or resigned employees; and (4) failure to provide accurate itemized wage statements upon payment of wages. Plaintiff further seeks equitable remedies in the form of declaratory relief and injunctive relief, and relief under Business and Professions Code section 17200 et seq. for unfair business practices.

3. At all relevant times herein, Innovative Cleaners and each Defendant, have consistently maintained and enforced against Plaintiff Class the following unlawful practices and policies: (1) failure to pay all wages including minimum and overtime wages, (2) failure to provide legally mandated meal periods, (3) failure to provide legally mandated rest periods, (4) failure to provide accurate itemized wage statements, (5) failure to pay earned wages, (6) Failure to Reimburse, and (7) unfair business practices.

4. Plaintiff also brings this representative action pursuant to the Private Attorneys General Act of 2004, Labor Code sections 2698 *et seq.* (“PAGA”) against Defendants, on behalf of himself individually and other aggrieved employees who are and were employed by Defendants as non-exempt employees throughout California during the PAGA Period. The term PAGA Period is defined as one year prior to Plaintiff’s notice of labor code violations to the Labor and Workforce Development Agency (LWDA) and Defendants until judgment.

5. Plaintiff, Mr. Jimenez (“Plaintiff”), brings this cause of action against his former employers, Defendant IC, a, an unknown business entity, and DOES 1 through 50, inclusive, for damages arising out of employers’ violations of the California Labor Code and applicable Industrial Welfare Commission (“IWC”) Wage Orders. Specifically, Plaintiff sues for: (1) failure to pay all wages including overtime wages, (2) failure to provide legally mandated meal periods, (3) failure to provide legally mandated rest periods, (4) failure to provide accurate itemized wage statements, (5) failure to pay earned wages, (6) failure to reimburse business expenses, (7) and unfair business practices.

PARTIES

The Plaintiff

6. Plaintiff Mr. JIMENEZ is, and at all times herein mentioned was, a resident of Orange County, in the State of California. Plaintiff was employed by Defendant in a non-exempt hourly position, as a janitor, from in or about June 31, 2021 to April 7, 2022.

The Defendants

7. Plaintiff is informed and believes, and based thereon alleges, that Innovative Cleaners is an unknown business entity doing business in California, and employed and/or supervised Plaintiff, during the Class Period. Plaintiff is informed and believes, and based thereon alleges, that Defendant is conducting business in good standing in the State of California.

8. Plaintiff is not aware of the true names and/or capacities of those entities or individuals sued herein as DOES 1 through 50, inclusive, and therefore sues these Defendants by their fictitious names. Plaintiff will seek leave of this Court to amend this First Amended

Class Action Complaint to insert their true names and/or capacities when the same are ascertained.

9. Plaintiff is informed and believes, and based thereon alleges, that at all material times, each of the Defendants were the agents and/or employees of each of the remaining Defendants, and each of them was at all material times acting within the purpose and scope of such agency and employment.

10. Plaintiff is informed and believes, and based thereon alleges, that at all material times, one or more of each named and/or unnamed Defendants was in some fashion, by contract or otherwise, the predecessors, affiliates, alter egos, assigns, joint venturers, co-venturers or partners of one or more of the remaining named and /or unnamed Defendants, and as hereinafter alleged, was acting within that capacity.

11. Plaintiff is further informed and believes, and on that basis, alleges, that one or more of the remaining named and/or unnamed Defendants are the successors of one or more of the remaining named and/or unnamed Defendants. Such successors are liable for the occurrences, damages and injuries alleged herein to the same extent its predecessors are liable for the alleged occurrences, damages and injuries.

12. Plaintiff alleges that Defendants acted as the employers and/or joint employers of Plaintiff, and that they shared control of Plaintiff as an employee, either directly or indirectly. This control included, but was not limited to, the authority to hire and fire, assign work tasks, engage in day-to day supervision of employees, and control over employee records and wages.

13. Plaintiff alleges that Defendants were the alter-egos of one or more of the remaining named and/or unnamed Defendants, and as hereinafter alleged, was acting for their own benefit and/or the benefit of one or more of the remaining named and/or unnamed Defendants. Plaintiff alleges that Defendants were acting on behalf of each other in the establishment of, ratification of, and/or execution of the illegal practices and policies as set forth in this pleading. Plaintiff is further informed and believes, and thereon alleges, that all times relevant hereto Defendants had decision making responsibility for, and establishment and

1 execution of, illegal practices and policies for each other and are, therefore, liable on the causes
2 of action herein.

3 14. Plaintiff is further informed and believes, and on that basis alleges, that
4 Defendants failed to adhere to corporate and/or legal formalities. Plaintiff is informed and
5 believes, and based thereon alleges, that at all material times, one or more of each unnamed
6 Defendants was in some fashion, by statute, law or otherwise, the agent, agency, branch,
7 department or the like of one or more of the remaining named and/or unnamed Defendants for
8 the acts alleged herein and was acting within that capacity.

9 15. Plaintiff is further informed, and believes, and on that basis, alleges, that there
10 exists a unity of interest and ownership between Defendants that the individuality and
11 separateness of those Defendants have ceased to exist. The business affairs of Defendants are,
12 and at all times relevant hereto were, so mixed and intermingled that the same cannot reasonably
13 be segregated, and the same are in inextricable confusion. Defendants were used as mere shells
14 and conduits for the conduct of certain other Defendants' affairs. The recognition of the separate
15 existence of Defendants would not promote justice, in that it would permit Defendants to insulate
16 themselves from liability to Plaintiff. Accordingly, Defendants constitute the alter egos of each
17 other, and the fiction of their separate existence must be disregarded at law and in equity, because
18 such disregard is necessary to avoid fraud and injustice to Plaintiff herein. Unless otherwise
19 specified herein, each DOE defendant was the agent and employee of each Defendant, and in
20 doing the things hereinafter mentioned, were at all times acting within the course and scope of
21 that agency and employment.

22 **JURISDICTION AND VENUE**

23 16. This Court is an appropriate venue for this action under Code of Civil Procedure
24 sections 395 and 395.5 because the acts that give rise to the causes of action alleged herein
25 occurred in the County of Orange, State of California. Plaintiff hereby designates the County of
26 Orange, State of California as the place of proper venue.

27 17. This Court has personal jurisdiction over Defendant because Defendant resides
28 in, is incorporated in, has its main place of business in, and/or conducts business in the State of

1 California, and a substantial portion of the acts, omissions, events, and transactions constituting
2 the causes of action alleged herein occurred within the State of California, and more specifically,
3 in the County of Orange. (See Code of Civil Procedure section 410.10).

4 18. This Court has subject matter jurisdiction over the causes of action alleged in this
5 First Amended Class Action Complaint because the Court is a court of general subject matter
6 jurisdiction and is not otherwise excluded from exercising subject matter jurisdiction over said
7 causes of action.

8 **ADMINISTRATIVE PREREQUISITE**

9 19. Prior to filing this Complaint, on November 2, 2022 Plaintiff gave written notice
10 by electronic filing to the Labor Workforce Development Agency (“LWDA”) and by certified
11 mail to Defendant of the specified provisions alleged to have been violated, including the facts
12 and theories to support the alleged violations as required by Labor Code section 2699.3. Plaintiff
13 was given the following case number, LWDA-CM-917478-22.

14 20. A true and correct copy of Plaintiff’s notice to the LWDA and Defendant is
15 attached hereto as Exhibit A.

16 21. California *Labor Code* § 1194 provides that notwithstanding any agreement to
17 work for a lesser wage, an employee receiving less than the legal overtime compensation is
18 entitled to recover in a civil action the unpaid balance of their overtime compensation, including
19 interest thereon, reasonable attorneys’ fees, and costs of suit.

20 22. Further, *Business and Professions Code* § 17203 provides that any person who
21 engages in unfair competition may be enjoined in any court of competent jurisdiction. *Business*
22 *and Professions Code* § 17204 provides that any person who has suffered actual injury and has
23 lost money or property as a result of the unfair competition may bring an action in a court of
24 competent jurisdiction.

25 23. During all, or a portion of the Class Period, Plaintiff and each member of the
26 Plaintiff Class was employed by Defendant, in the State of California. Plaintiff and each of the
27 Plaintiff Class members were non-exempt employees covered under one or more Industrial
28 Welfare Commission (IWC) Wage Orders, and *Labor Code* § 510, and/or other applicable wage

orders, regulations and statutes, and each Plaintiff Class member was not subject to an exemption for executive, administrative and professional employees, which imposed obligations on the part of the Defendants to pay Plaintiff and Plaintiff Class lawful overtime compensation. Plaintiff and Plaintiff Class were covered by one or more Industrial Welfare Commission (IWC) Wage Orders, and *Labor Code* § 226.7 and other applicable wage orders, regulations and statutes which imposed an obligation on the part of the Defendants to pay Plaintiff and Plaintiff Class rest and meal period compensation.

24. During the Class Period, Defendant was obligated to pay Plaintiff and Plaintiff Class for all hours worked.

25. During the Class Period, Defendant was obligated to pay Plaintiff and Plaintiff Class minimum wages and overtime compensation for all hours worked over eight (8) hours of work in one (1) day or forty (40) hours in one (1) week, and double-time for hours worked in excess of twelve (12) in one day.

26. During the Class Period, Defendant was obligated to provide Plaintiff and Plaintiff Class with a work free meal and/or rest period(s)

27. Plaintiff and each Plaintiff Class member primarily performed non-exempt work in excess of the maximum regular rate hours set by the IWC in the applicable Wage Orders, regulations or statutes, and therefore entitled the Plaintiff and Plaintiff Class members to overtime compensation at time and a half rate, and when applicable, double time rates as set forth by the applicable Wage Orders, regulations and/or statutes.

28. During the Class Period, Plaintiff and Class Members were required to incur expenses for the benefit of Defendant. Defendant failed to reimburse for such necessary business expenditures in violation of *Labor Code* § 2802.

29. Class Members who ended their employment during the Class Period, but were not paid the above due compensation for all hours worked, overtime compensation timely upon the termination of their employment as required by *Labor Code* §§ 201-203, and is entitled to penalties as provided by *Labor Code* § 203.

30. During the Class Period, the Defendant, required the Plaintiff and Plaintiff Class to perform work over eight (8) hours in a day without being paid lawful overtime compensation by failing to include among other things, shift differential pay in the regular rate for purpose of calculating their overtime rate, in violation of the various applicable Wage Orders, regulations and statutes, and the Defendants: (1) Willfully failed and refused, and continue to fail and refuse to pay compensation for all hours worked, including minimum wage and lawful overtime compensation to the Plaintiff Class and (2) willfully failed and refused, and continue to fail and refuse to pay due and owing wages promptly upon termination of employment to Plaintiff and Plaintiff Class Members.

31. During the Class Period, Defendant, failed and/or refused to schedule Plaintiff and Plaintiff Class in an overlapping manner so as to reasonably provide meal and/or rest breaks and/or shift relief for Plaintiff and Plaintiff Class, thereby causing members of the Plaintiff Class to work without being given paid ten (10) minute rest periods for every four (4) hours or major fraction thereof worked and without being given a thirty (30) minute meal period for shifts of at least five (5) hours and second thirty (30) minute meal periods for shifts of at least ten (10) hours during which Plaintiff Class were relieved of all duties and free to leave the premises. Defendants further failed and/or refused to schedule Plaintiff and Plaintiff Class in an overlapping manner so as to reasonably ensure meal and/or rest breaks were taken within the required statutory time frame as required by law. Furthermore, Defendant failed and/or refused to pay any Plaintiff Class one (1) hour's pay at the employees' regular rate of pay as premium compensation for failure to provide rest and/or meal periods or to providing such rest and/or meal periods within the statutory time frame as a result of their scheduling policy.

V.

CLASS ALLEGATIONS

32. Plaintiff brings this action on behalf of himself and all other similarly situated persons, as a class action pursuant to California Civil Code of Procedure §382 on behalf of themselves and all other similarly situated persons in the Class, which is composed of and defined as follows: All persons who are employed or have been employed by Defendant in the State of

1 California who, within the four years of the filing of the Complaint, have worked as non-exempt
2 employees and were not paid all lawful wages as minimum wage, regular time, overtime, and
3 double-regular time.

4
5 a. All persons who are California Citizens at the time the Complaint is filed and are
6 employed or have been employed by Defendant in the State of California who, for
7 the four years prior to the filing of this class action to the present have worked as
8 non-exempt employees and were entitled to a meal period, but were not provided
9 an off-duty meal periods or one hour's pay in lieu thereof, in violation of California
10 Labor Code §§226.7 and 512;

11 b. All persons who are California Citizens at the time the Complaint is filed and are
12 employed or have been employed by Defendants in the State of California who,
13 for the four years prior to the filing of this class action to the present have worked
14 as non-exempt employees and were entitled to a rest period, but were not provided
15 a rest period for every four hours or major fraction thereof worked per day, off-
16 duty meal periods or one hour's pay in lieu thereof, in violation of California Labor
17 Code §§226.7 and 512;

18 c. All persons who are California Citizens at the time the Complaint is filed and were
19 employed by Defendants in the State of California who, for the three years prior
20 to the filing of this class action to the present and worked as non-exempt
21 employees and have been terminated or resigned, were entitled to a receive all
22 wages earned, but were not paid all wages earned upon termination of the
23 employment pursuant to Labor Code section 203 and are owed restitution for
24 waiting time penalties for unpaid wages;

25 d. All persons who are California Citizens at the time the Complaint is filed and are
26 employed or have been employed by Defendants in the State of California who,
27 for the four years prior to the filing of this class action to the present have worked
28

as non-exempt employees and were not paid all wages owed, including but not limited to minimum wage and overtime wages;

e. All persons who are California Citizens at the time the Complaint is filed and are employed or have been employed by Defendant in the State of California who, for the one (1) year prior to the filing of this class action to the present have worked as non-exempt employees and were not provided an accurate payroll record as required under Labor Code 226 and Labor Code Section §1174.

f. All persons who are employed or have been employed by Defendant in the State of California who, for the four years prior to the filing of this class action to the present have worked as non-exempt employees were entitled to a reimbursement of necessary business expenditures, but were not reimbursed for necessary business expenditures incurred as a result of performing their job duties.

g. All persons who are employed or have been employed by Defendant in the State of California who, for the four years prior to the filing of this class action to the present have worked as non-exempt employees who have been subjected to unlawful and unfair business practices within the meaning of Unfair Competition Law and who suffered injury, including lost money, as a result of Defendant's unlawful and unfair business practices.

33. Plaintiff reserves the right under Rule 1855(b), *California Rules of Court*, to amend or modify the Class description with greater specificity or further division into subclasses or limitation to particular issues.

34. This action has been brought and may be maintained as a class action pursuant to *Code of Civil Procedure* § 382 because there is a well-defined common interest of many persons and it is impractical to bring them all before the court.

35. This Court should permit this action to be maintained as a class action pursuant to *Code of Civil Procedure* § 382 because:

(a) The questions of law and fact common to the Class predominate over any question affecting only individual members;

- 1 (b) A class action is superior to any other available method for the fair and
2 efficient adjudication of the claims of the members of the Class;
- 3 (c) The Class is so numerous that it is impractical to bring all member of the
4 Class before the Court;
- 5 (d) Plaintiff and the other members of the Class will not be able to
6 obtain effective and economic legal redress unless the action is maintained as a
7 class action;
- 8 (e) Plaintiff and the other members of the Class will not be able to obtain effective
9 and economic legal redress unless the action is maintained as a class action;
- 10 (f) There is a community of interest in obtaining appropriate legal and equitable relief
11 for the common law and statutory violations and other improprieties and in
12 obtaining adequate compensation for the damages and injuries which Defendant's
13 actions have inflicted upon the Class;
- 14 (g) There is a community of interest in ensuring that the combined assets and
15 available insurance of the Defendant is sufficient to adequately compensate
16 members of the Class for the injuries sustained;
- 17 (h) Without class certification, the prosecution of separate actions by individual
18 members of the Class would create a risk of:
- 19 (1) Inconsistent or varying adjudications with respect to individual members
20 of the Class which would establish incompatible standard of conduct for
21 the Defendant; and/or
- 22 (2) Adjudications with respect to the individual members which would, as a
23 practical matter, be dispositive of the interests of other members not parties
24 to the adjudications, or would substantially impair or impede their ability
25 to protect their interests, including but not limited to the potential for
26 exhausting the funds available from those parties who is, or may be,
27 responsible Defendant; and
28

- 1 (i) Defendant has acted or refused to act on grounds generally applicable to the Class,
2 thereby making final injunctive relief appropriate with respect to the Class as a
3 whole.

4 **FIRST CAUSE OF ACTION**

5 **FAILURE TO PAY WAGES INCLUDING MINIMUM AND OVERTIME WAGES**

6 **(Cal. Lab. Code §§ 204, 206, 226.2, 226.8, 510, 1182.12, 1194, 1194.2, 1197)**

7 **(Plaintiff and the Class Against Defendants)**

8 36. Plaintiff realleges and incorporates by references the preceding paragraphs of this
9 First Amended Class Action Complaint as if fully set forth herein.

10 37. Plaintiff, and the Plaintiff Class seek relief against Defendants for the failure to
11 pay all wages due in violation of the Labor Code and applicable IWC wage orders.

12 38. Plaintiff and Plaintiff Class seek relief against Defendants for the failure to pay
13 all wages due in violation of Labor Code sections 204, 206, 226.2, 226.8, 510, 1182.12, 1194,
14 1194.2, 1197and applicable IWC wage orders.

15 39. Labor Code section 510 provides that any work in excess of eight (8) hours in one
16 (1) workday and any work in excess of forty (40) hours in any one (1) workweek shall be
17 compensated at the rate of no less than one and one-half times (1 & ½) the regular rate of pay
18 for an employee. Any work in excess of twelve (12) hours in one (1) day shall be compensated
19 at the rate of no less than twice the regular rate of pay for an employee.

20 40. Labor Code, section 1194 provides that notwithstanding any agreement to work
21 for a lesser wage, an employee receiving less than the legal minimum wage or the legal overtime
22 compensation is entitled to recover in a civil action the unpaid balance of their minimum wage
23 or overtime compensation, including interest, reasonable attorney's fees and costs of suit.

24 41. Pursuant to IWC Wage Order 1, section 2(G), "hours worked" includes the time
25 during which an employee is subject to the control of the employer, and includes all time the
26 employee is suffered or permitted to work, whether or not required to do so.

27 42. Defendant has willfully violated the Labor Code and applicable IWC wage orders
28 by failing to pay Plaintiff all wages including overtime wages for all time worked.

1 43. Plaintiff and Plaintiff Class regularly worked over eight (8) hours per day and
2 forty (40) hours per week. Defendant failed to pay Plaintiff overtime premium and/or double-
3 time premium for hours worked in excess of eight (8) hours per day and forty (40) hours per
4 week for work performed for the Defendant. Defendant failed to schedule Plaintiff and other
5 employees in such a manner that allowed Plaintiff to be relieved of his shift immediately,
6 thereby causing him to work in excess of eight (8) hours per day and/or forty (40) hours per
7 week. Furthermore, Defendants failed to include all renumeration in Plaintiff and Plaintiff
8 Class' regular rate for purposes of determining the proper overtime rate. Thereby causing
9 Plaintiff and Plaintiff Class to be underpaid for work in excess of eight (8) hours per day or
10 forty (40) hours per week. As such, Plaintiff seeks overtime and/or double-time compensation
11 which she earned and accrued throughouthisemployment with Defendant, in an amount
12 according to proof.

13 44. Additionally, Plaintiff is entitled to attorney's fees and costs, pursuant to Labor
14 Code sections 218.5, 1194 and prejudgment interest pursuant to Labor Code, section 218.6 and
15 Code of Civil Procedure section 3287.

16 **SECOND CAUSE OF ACTION**

17 **FAILURE TO PROVIDE MEAL PERIODS IN VIOLATION OF LABOR CODE**

18 **(Cal. Lab. Code §§ 226.7, 512 and Wage Order 5-2001, § 11)**

19 **(Plaintiff and the Class Against Defendants)**

20 45. Plaintiff, realleges and incorporates by reference the preceding paragraphs of this
21 First Amended Class Action Complaint as if fully set forth herein.

22 46. Labor Code section 512 provides that "an employer may not employ an employee
23 for a work period of more than five (5) hours per day without providing the employee with a
24 meal period of not less than thirty (30) minutes, except that if the total work period per day of
25 the employee is no more than six (6) hours, the meal period may be waived by mutual consent
26 of both the employer and employee."

27 47. Labor Code section 512 further provides that "an employer may not employ an
28 employee for a work period of more than ten (10) hours per day without providing the employee

1 with a second (2nd) meal period of not less than thirty (30) minutes, except that if the total hours
2 worked is no more than twelve (12) hours, the second meal period may be waived by mutual
3 consent of the employer and the employee only if the first (1st) meal period was not waived.”

4 48. Labor Code section 226.7 subsection (b) provides that an employer shall not
5 require an employee to work during a meal or rest period mandated pursuant to an applicable
6 statute, or applicable regulation, standard, or order of the Industrial Welfare Commission.

7 49. Labor Code section 226.7 subsection (c) provides that if an employer fails to
8 provide an employee a meal period in accordance with this section, the employer shall pay the
9 employee one (1) additional hour of pay at the employee’s regular rate of compensation for each
10 workday that the meal period is not provided in accordance with this section.

11 50. Plaintiff and the Class consistently worked over six (6) hours per shift and
12 therefore was entitled to a meal period of not less than thirty (30) minutes prior to exceeding five
13 (5) hours of employment.

14 51. Defendant failed to provide Plaintiff and the Class with work-free, uninterrupted
15 meal periods within the first five (5) hours of His work shift. Defendant failed to schedule
16 Plaintiff and other employees in a manner so as to reasonably provide timely meal and/or work
17 free meal period as required by Labor Code sections 226.7 and 512. As a result, Plaintiff and
18 Plaintiff Class were repeatedly forced to forgo meal periods, work during His meal periods
19 and/or take meal periods after the fifth (5th) hour of his shift, but Defendants did not have a policy
20 in place that allowed Plaintiff to report missed or interrupted meal periods causing these incidents
21 to go undocumented. In so doing, Defendants failed to comply with the meal period requirements
22 established by Labor Code, sections 226.7, 512 and other regulations and statutes.

23 52. Defendant further failed to implement a policy to pay Plaintiff and Plaintiff Class
24 an additional hour of pay at their regular rate of pay for meal periods not provided. As such,
25 Plaintiff and Plaintiff Class were repeatedly forced to forgo his meal periods, work during their
26 meal periods and/or take meal periods after the fifth (5th) hour without compensation and is thus
27 entitled to damages in an amount equal to one (1) additional hour of wages per missed meal
28 period, in a sum to be proven at trial.

53. In addition to meal period compensation, Plaintiff requests that the Court award any statutory penalties against Defendant and costs incurred by his in this action in a sum provided by Labor Code sections 218.5, 1194 and any other applicable statute.

THIRD CAUSE OF ACTION

FAILURE TO PROVIDE REST PERIODS

(Labor Code §§ 226.7 and Wage Order 5-2001, § 12)

(Plaintiff and the Class Against Defendants)

54. Plaintiff realleges and incorporates by references the preceding paragraphs of this First Amended Class Action Complaint as if fully set forth herein.

55. The Wage Order 1-2001 Section 12 and Labor Code Section 226.7 provide that employers must authorize and permit all employees to take rest periods at the rate of ten (10) minutes rest time per four (4) work hours.

56. Labor Code section 226.7, subsection (b), provides that an employer shall not require an employee to work during a meal or rest period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission.

57. Labor Code section 226.7, subsection (c), further provides that if an employer fails to provide an employee rest periods in accordance with this section, the employer shall pay the employee one (1) hour of pay at the employees' regular rate of compensation for each workday that the rest period is not provided.

58. Plaintiff and Plaintiff Class consistently worked over four (4) hours per shift and therefore was entitled to a rest period of not less than ten (10) minutes prior to exceeding four (4) hours of employment.

59. Defendant failed and/or refused to implement a relief system by which Plaintiff and Plaintiff Class could receive rest breaks and/or work free rest breaks. Defendant failed to schedule Plaintiff and Plaintiff Class in a manner so as to reasonably provide timely rest and/or work free rest period as required by Labor Code sections 226.7 and 512. As such, Plaintiff and Plaintiff Class did not receive their rest break(s) on most, if not all, days worked but Defendant did not have a policy in place that allowed Plaintiff to report missed or interrupted rest periods

causing these incidents to go undocumented. By and through their actions, Defendant intentionally and improperly denied rest periods to Plaintiff and Plaintiff Class in violation of Labor Code sections 226.7 and 512.

60. Defendant further failed to implement a policy to pay Plaintiff and Plaintiff Class an additional hour of pay at their regular rate of pay for rest periods not authorized or permitted. As such, Plaintiff and Plaintiff Class are entitled to damages in an amount equal to one (1) hour of wages per missed rest period, in a sum to be proven at trial.

61. In addition to rest period compensation, Plaintiff and Plaintiff Class requests that the Court award any statutory penalties against Defendants and costs incurred by this action in a sum provided by Labor Code sections 218.5 and 1194 and any other applicable statute.

FOURTH CAUSE OF ACTION

FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

(Labor Code §§ 226, 226.3, and 1174)

(Plaintiff Against Defendant)

62. Plaintiff realleges and incorporates by reference all preceding paragraphs of this First Amended Class Action Complaint as if fully set forth herein.

63. Labor Code Sections 226, 226.3, 1174 and 1174.5 and applicable IWC Wage Order provides that employers must keep records and provide employees with itemized wage statements showing total hours worked and each applicable rate of pay in effect during the pay period with the corresponding number of hours worked at each hourly rate.

64. Labor Code section 226, subdivision (a) requires an employer to provide employees—either as a detachable 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 wage statement in writing showing “(1) gross wages earned, (2) total hours worked by the employee, (4) all deductions, (5) net wages, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and

1 address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during
2 the pay period and corresponding number of hours worked at each hourly rate by the employee”

3 65. Labor Code section 226.2(a)(2) requires the itemized statements required by
4 subdivision (a) of section 226 shall, in addition to the other items specified in that subdivision,
5 state the following: total hours of compensable rest and recovery periods, the rate of
6 compensation, and the gross wages paid for those periods during the pay period.

7 66. Moreover, IWC Wage Order No.1-2001, paragraph 7(a) requires that every
8 employer shall keep accurate information with respect to each employee, including time records
9 showing when each employee begins and ends each work periods, the total daily hours worked
10 by each employee and the total hours worked in each payroll period, and applicable rates of
11 pay.

12 67. Plaintiff and Plaintiff Class are informed and believe that throughout the course
13 of their employment Defendants willfully and intentionally failed to make, keep and/or provide
14 Plaintiff with records which accurately reflect the hours worked by Plaintiff and Plaintiff Class.
15 Specifically, Plaintiff and Plaintiff Class believes that Defendant records do not accurately
16 reflect the start and stop times of their shifts and/or meal periods, do not accurately reflect where
17 they worked during his meal and/or rest breaks. Furthermore, Defendant’s records do not reflect
18 all hours worked as well as the proper rate of pay for all hours over eight (8) in a day or forty
19 (40) in a week.

20 68. Plaintiff and Plaintiff Class were injured by Defendant’s failure to provide
21 accurate and complete information as required by Subsections (1) - (9) of Labor Code 226(a)
22 pursuant to Labor Code 226(e)(2)(B)(i) and (iii) in that he is/was not able to promptly and easily
23 determine from the wage statements alone, without significant effort and/or assistance from
24 experts, the total hours worked, all applicable hourly rates of pay with the corresponding number
25 of hours worked, and the proper gross/net pay due them. Also, Defendant’s failure to comply
26 with Labor Code §226(a) hindered Plaintiff and Plaintiff Class from determining the amounts
27 of wages actually owed to them without reference to other documents or information, creating
28 significant effort and cost to Plaintiff.

69. Labor Code section 226(e) provides that if an employer knowingly and intentionally fails to provide a statement itemizing, inter alia, the gross and net wages earned, the total hours worked by the employee and the applicable hourly overtime rates, causing the employee injury, then the employee is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial violation and one hundred dollars (\$100) for each subsequent violation, up to four thousand dollars (\$4,000). Plaintiff and the Class are informed and believe that Defendant willfully failed to make or keep accurate records for them.

70. Plaintiff and Plaintiff Class is informed and believes that Defendants' failure to keep accurate payroll records, as described above, violated Labor Code sections 1174, subdivision (d) and 226, subdivision (a), and the applicable IWC Wage Order.

71. As a result, Defendant is liable to Plaintiff and the Class for penalties in an amount provided by Labor Code §226(e) and reasonable attorneys' fees and costs.

FIFTH CAUSE OF ACTION

INDEMNIFICATION FOR EXPENDITURES OR LOSSES IN DISCHARGE OF DUTIES

(Labor Code § 2802) (By Plaintiff against All Defendants)

72. Plaintiff realleges and incorporates by reference all preceding paragraphs of this First Amended Class Action Complaint as if fully set forth herein.

73. Defendant failed to indemnify Plaintiff and Plaintiff Class for all necessary expenditures or losses incurred by Plaintiff and Plaintiff Class in direct consequence of the discharge of their duties. Specifically, Defendant failed to indemnify Plaintiff and Plaintiff Class for expenditures they incurred on their behalf in direct consequence of the discharge of their duties to Defendant.

74. Defendant has not reimbursed Plaintiff and Plaintiff Class for all expenditures. Plaintiff and Plaintiff Class are therefore entitled to be paid damages, attorneys' fees, costs, and

1 interest pursuant to Labor Code section 2802, subdivisions (b) and (c), as well as all statutory
2 penalties against Defendant in accordance with Labor Code section 2802, subdivision (d).

3 **SIXTH CAUSE OF ACTION**

4 **UNFAIR/UNLAWFUL BUSINESS PRACTICES**

5 **(Business and Professions Code §§ 17200 et seq.)**

6 **(By Plaintiff against All Defendants)**

7 75. Plaintiff realleges and incorporates by reference all preceding paragraphs of this
8 First Amended Class Action Complaint as if fully set forth herein.

9 76. At all relevant times, Defendant was subject to the California Unfair Trade
10 Practices Act, Business and Professions Code section 17200 et seq., which required them to
11 abide by the Labor Code.

12 77. Defendant engaged in unfair trade practices prohibited Business and Professions
13 Code section 17200 et seq., by committing acts prohibited by applicable Labor Code, which
14 include but are not limited to failing to provide wages in compliance with the California labor
15 code, failing to provide meal and rest breaks or compensation in lieu thereof, and failing to pay
16 Plaintiff all wages due and owing, thus giving Defendant a competitive advantage over other
17 employers and businesses with whom Defendant was in competition with and who were in
18 compliance with the law.

19 78. As a direct and proximate result of Defendant's violations, Plaintiff's rights under
20 the law were violated because she suffered monetary losses. Plaintiff seeks special and general
21 damages, together with injunctive relief to prohibit Defendant from violating the regulations
22 alleged in the Complaint and First Amended Class Action Complaint, as well as any and all other
23 available remedies.

24 79. Plaintiff has incurred costs and attorney's fees in bringing this action and seeks
25 to recover them.

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ENFORCEMENT OF THE PRIVATE ATTORNEYS GENERAL ACT OF 2004

(Plaintiff and Plaintiff Class Against all Defendants)

80. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though fully set forth herein.

81. Under Labor Code section 2699.3(a), a plaintiff may bring a cause of action under PAGA only after giving the LWDA and the employer notice of the Labor Code sections alleged to have been violated, and after receiving notice from the LWDA of its intention not to investigate or after 65 days have passed without notice from the LWDA.

82. Plaintiff gave written notice of the specified provisions alleged to have been violated, including the facts and theories to support the alleged violations, as required by Labor Code section 2699.3. This written notice was provided via certified mail to Defendants and to the LWDA by electronically filing the notice via the Department of Industrial Relations' website. See attached as **Exhibit "A."**

83. Labor Code section 2699.3(a)(2)(C), “Notwithstanding any other provision of law, a plaintiff may as a matter of right amend an existing complaint to add a cause of action arising under this part at any time within 60 days of the time periods specified in this part.” More than 65 days has passed since Plaintiff submitted his PAGA notice to the LWDA without notice from the LWDA. Accordingly, Plaintiff may amend the Complaint as a matter of right within this 60 day period as specified by Labor Code section 2699.3(a)(2)(C).

84. Pursuant to Labor Code section 2699(a), any provision of the Labor Code that provides for a civil penalty to be assessed and collected by the LWDA or any of its departments, divisions, commissions, boards, agencies or employees for violation of the code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself and other current or former employees pursuant to the procedures specified in Labor Code section 2699.3.

85. For all provisions of the Labor Code except those for which a civil penalty is specifically provided, Labor Code section 2699(f) imposes upon Defendants a penalty of one

1 hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation
2 and two hundred dollars (\$200.00) for each aggrieved employee per pay period for each
3 subsequent pay period in which Defendants violated these provisions of the Labor Code.

4 86. Defendants' conduct violates numerous Labor Code sections, including, but not
5 limited to, the following:

- 6 (a) Violation of Labor Code sections 201-204, 210, 510, 558, 1182.12, 1194,
7 1194.2, 1197, 1197.1, and 1198 for failure to timely pay all earned wages
8 (including minimum, regular, and overtime wages) owed to Plaintiff and other
9 aggrieved employees during employment and upon separation of employment
10 as herein alleged;
- 11 (b) Violation of Labor Code sections 226.7, 512, and 558 for failure to provide
12 meal periods to Plaintiff and other aggrieved employees and failure to pay
13 premium wages for missed meal periods as herein alleged;
- 14 (c) Violation of Labor Code sections 226.7 and 558 for failure to permit rest breaks
15 to Plaintiff and other aggrieved employees and failure to pay premium wages
16 for missed rest periods as herein alleged;
- 17 (d) Violation of Labor Code sections 226 and 226.3 for failure to provide accurate
18 itemized wage statements to Plaintiff and other aggrieved employees as herein
19 alleged; and,
- 20 (e) Violation of Labor Code sections 1174 and 1174.5 for failure to maintain
21 accurate records regarding the employment of Plaintiff and other aggrieved
22 employees as herein alleged.
- 23 (f) Violation of Labor Code section 208 for failing to reimburse Plaintiff and other
24 aggrieved employees for necessary business expenditures incurred in the
25 discharge of their duties.

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

Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid . . . (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid.”

88. Labor Code section 1197.1 also provides “[a]ny employer or other person acting either individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local law, or by an order of the commission shall be subject to a civil penalty . . . as follows: (1) For any initial violation that is intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee is underpaid . . . (2) For each subsequent violation for the same specific offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation is intentionally committed.

89. As set forth above, Defendants have violated numerous provisions of the Labor Code regulating hours and days of work as well as the IWC Wage Orders. Accordingly, Plaintiff also seeks the remedies set forth in Labor Code sections 558 and 1197.1 for himself, the underpaid employees, and the State of California.

90. Plaintiff is an “aggrieved employee” because he was employed by the alleged violators and had one or more of the alleged violations committed against him, and therefore is properly suited to represent the interests of all other aggrieved employees.

91. Plaintiff has exhausted the procedural requirements under Labor Code section 2699.3 as to Defendants and is therefore able to pursue a claim for penalties on behalf of himself and all other aggrieved employees under PAGA.

92. Pursuant to Labor Code sections 2699(a), 2699.3 and 2699.5, Plaintiff is entitled to recover civil penalties, in addition to other remedies, for violations of the Labor Code sections cited above.

93. For bringing this action, Plaintiff is entitled to attorney’s fees and costs incurred herein.

1 **PRAYER FOR RELIEF**

2 **WHEREFORE**, Plaintiff prays for the following relief:

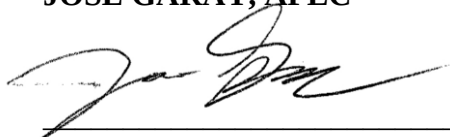
- 3 1. For compensatory damages in an amount according to proof;
- 4 2. For general damages in an amount according to proof;
- 5 3. For punitive damages in an amount according to proof;
- 6 4. Injunctive relief, enjoining Defendants from engaging in the unlawful and
- 7 unfair business practices complained herein.
- 8 5. For declaratory relief, enjoining Defendant's practices as unlawful and unfair
- 9 business practices within the meaning of Business and Professions Code sections
- 10 17200 et seq.,
- 11 6. For reasonable attorneys' fees pursuant to the Labor Code sections 226 and
- 12 1194, 2802, 2698, *et seq.*, and Code of Civil Procedure section 1021.5;
- 13 7. For PAGA Penalties;
- 14 8. For reasonable attorneys' fees and expenses pursuant to the Labor Code;
- 15 9. For costs of the suit herein incurred; and,
- 16 10. For such other and further relief as this Court may deem just and proper.

17

18 Dated: January 9, 2023

JOSE GARAY, APLC

19

20 By: 

21 Jose Garay, Esq.
22 Attorney for Plaintiff, ADAN JIMENEZ

23 **DEMAND FOR JURY TRIAL**

24 Plaintiff ADAN JIMENEZ hereby demands a jury trial on all issues so triable.

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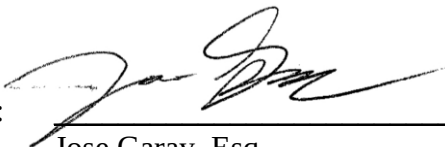
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28

1 Dated: January 9, 2023

JOSE GARAY, APLC

2
3
4 By: 
5 Jose Garay, Esq.
6 Attorney for Plaintiff ADAN JIMENEZ
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JOSE GARAY, APLC

249 E. Ocean Blvd # 814 | Long Beach, CA 90802 | B 949 208 3400 | Gen F. 562.590.8400

www.garaylaw.com

October 31, 2022

Via Certified Electronic Mail

LABOR AND WORKFORCE DEVELOPMENT AGENCY

PAGAfilings@dir.ca.gov

VIA CERTIFIED MAIL #

Return Receipt Requested

Innovative Cleaning Services Inc.

44 Waterworks Way

Irvine, CA 92618-3107

Re: *Adan Jimenez v. Innovative Cleaning Services Inc.*

**NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO
LABOR CODE SECTION 2698 ET SEQ.**

To: Labor and Workforce Development Agency; Innovative Cleaners ("Employer")

From: Adan Jimenez, on behalf of himself and all Aggrieved Employees who were subject to the Employer's wage and hour policies set forth below.

Factual Statement

Please note that this firm, Jose Garay APLC., represents Adan Jimenez ("Mr. Jimenez"), who intends to file a complaint alleging various Labor Code violations and seeking civil penalties under the Private Attorneys General Act of 2004, Labor Code sections 2698 et seq. ("PAGA"), on behalf of himself and all other Aggrieved Employees.

Theories of Labor Code Violations and Remedies

Innovative Cleaners ("Employer") is an unknown business entity conducting business throughout California, and was the Employer of Mr. Jimenez. Innovative Cleaners owns and operates at least one (1) facility that specialize in janitorial services.

Mr. Jimenez is a former employee of Innovative Cleaners who worked there as a non-exempt hourly employee from approximately June 31, 2021 until or around April 7th, 2022

Mr. Jimenez alleges that Employer violated various sections of the Labor Code, including sections 201, 202, 203, 204, 206, 216, 218.5, 218.6, 226, 226.2, 226.3, 226.7, 226.8, 510, 512, 558, 1174, 1182.12, 1194, 1194.2, 1197, and 2802 by:

- a) failing to pay Mr. Jimenez and Aggrieved Employees for all hours worked;
- b) failing to provide Mr. Jimenez and Aggrieved Employees with compliant meal periods or premium compensation in lieu thereof;
- c) failing to provide Mr. Jimenez and Aggrieved Employees with compliant rest periods or premium compensation in lieu thereof;
- d) failing to provide Mr. Jimenez and Aggrieved Employees with accurate itemized wage statements;
- e) failing to pay earned wages to Mr. Jimenez and Aggrieved Employees; and
- f) failing to reimburse Mr. Jimenez and Aggrieved Employees for all necessary business expenditures.

Mr. Jimenez and the similarly Aggrieved Employees are identifiable current, and/or former hourly non-exempt employees who worked for Employer in California during the liability period of one year prior to the filing of a complaint alleging a PAGA cause of action.

A. Employer failed to pay Mr. Jimenez and Aggrieved Employees for all hours worked

Pursuant to Labor Code section 1194, subdivision (a), “any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is 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 attorney’s fees, and costs of suit.”

Labor Code section 510, subdivision (a), provides that “[a]ny work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek ... shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee.”

Employer failed to compensate Mr. Jimenez and Aggrieved Employees at the legally mandated wage rates for all hours worked in violation of California law. Specifically, Employer utilized a practice or policy of failing to include shift differential pay in the regular rate for purpose of calculating overtime rates for hours worked by Mr. Jimenez and Aggrieved Employees, which resulted in Mr. Jimenez and Aggrieved Employees being under compensated to the benefit of Employer. Further, Employer also failed to pay Mr. Jimenez and Aggrieved Employees the proper rate for meal and rest period premiums when they missed meal and rest breaks.

Employer’s failure to pay Mr. Jimenez and Aggrieved Employees for all hours worked, including applicable minimum wage and overtime rates, as detailed above is actionable under PAGA as a violation of Labor Code sections 510 and 1194.

B. Employer failed to provide Mr. Jimenez and Aggrieved Employees with meal and rest period premiums or compensation in lieu thereof

Labor Code sections 226.7 and 512 provide that no Employer shall employ a person for a work period of more than five hours without providing an uninterrupted meal period of at least thirty minutes. Further, when an Employer fails to provide an employee a required meal period,

the Employer must pay the employee one hour of pay at the employee's regular rate of pay for each workday that a required meal period is not provided.

Frequently, Mr. Jimenez and Aggrieved Employees did not receive their meal period until after the fifth (5th) hour of work.

Frequently, Mr. Jimenez and Aggrieved Employees did not receive their rest periods even though they regularly worked Six (6) hours of work per day.

Employer's conduct in failing to provide compliant meal periods or premium compensation in lieu thereof is actionable under PAGA as violations of Labor Code sections 226.7 and 512.

C. Employer failed to provide Mr. Jimenez and Aggrieved Employees with accurate itemized wage statements

Labor Code section 226, subdivision (a), requires employers to furnish employees with accurate itemized wage statements reflecting the total hours worked, gross and net wages, applicable hourly rates, the corresponding number of hours worked at each hourly rate, and the name and address of the legal entity that is the employer. Labor Code section 1174 further requires employers to keep accurate payroll records that include "the hours worked daily" by employees.

By failing to pay Mr. Jimenez and Aggrieved Employees for all hours worked during meal and rest breaks and premium compensation for missed, late, and/or interrupted meal and rest periods, and by failing to include among other things, shift differential pay in the regular rate for purpose of calculating overtime rates to the detriment of Mr. Jimenez and Aggrieved Employees, Employer provided wage statements that were incomplete and inaccurate. Specifically, Employer provided wage statements with an inaccurate total number of hours worked which resulted in inaccurate gross and net wages, and an inaccurate corresponding number of hours worked at each hourly rate.

Employer's conduct is not compliant with Labor Code sections 226 and 1174 and is therefore actionable under PAGA.

D. Failure to Timely Pay All Wages Due

Pursuant to Labor Code section 204, employers must pay employees at least twice a month for all wages earned during the preceding pay period. Labor Code section 204 provides that labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 1st and the last day, inclusive, of any calendar month, shall be paid for between the 1st and the 10th day of the following month. Employers using an alternate payday schedule must pay wages within seven calendar days of the end of the payroll period within which the wages are earned.

Employer failed to pay all minimum wages and meal/rest premium wages earned on the regularly scheduled payday for all labor performed during the preceding pay period by, among other things, failing to pay Mr. Jimenez and Aggrieved Employees for work they performed off-the-clock, during meal periods and failing to pay them proper overtime wages.

Employer knew it was required to pay Mr. Jimenez and Aggrieved Employees these wages owed no later than the payday following the payroll period in which the wages were earned, yet it willfully failed to do so.

E. Failure to Reimburse Employees for Necessary Business Expenditures

Labor Code section 2802(a) provides in pertinent part, “[a]n employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer.” Labor Code section 2802(c) states, “[f]or purposes of this section, the term ‘necessary expenditures or losses’ shall include all reasonable costs, including but not limited to, attorney’s fees incurred by the employee enforcing the rights granted by this section.”

Here, Employer failed to indemnify Mr. Jimenez and Aggrieved Employees for all necessary expenditures or losses incurred by them in direct consequence of the discharge of their duties. Specifically, Defendant failed to indemnify them for expenditures they incurred, including the general maintenance and upkeep of work uniforms, in direct consequence of the discharge of their duties to Employer.

F. Reservation of Rights

The facts and claims contained herein are based on the information available at the time of this writing. Therefore, if through discovery and/or expert review, Mr. Jimenez becomes aware of additional compensation owed or losses incurred by Mr. Jimenez or by any other aggrieved employee of the Employer, Mr. Jimenez expressly reserves the right to revise these facts and/or add any new claims by amending the claim letter or by adding applicable causes of action to the complaint which will relate back to the date of this letter.

If the Labor and Workforce Development Agency intends to investigate the allegations set forth herein, please provide notice via certified mail to:

Jose Garay APLC
Jose Garay, Esq.
249 E. Ocean Blvd., Ste. 814
Long Beach, CA 90802
Tel: (949)208-3400
Email: jose@garaylaw.com

Sincerely,

Jose Garay, Esq.
Jose Garay, APLC.

PROOF OF SERVICE
STATE OF CALIFORNIA, COUNTY OF ORANGE

I am employed in the County of Orange, State of California. I am over the age of 18 and not a party to the within action. My business address is 249 E. Ocean Blvd. #814 Long Beach, CA 90802. On January 10, 2023, I served a true and correct copy of the following document:

- **First Amended Complaint**
- **Exhibit A**

on the list of interested parties below:

Attorney For Plaintiff:

Adan Jimenez

Jose Garay Esq.

jose@garaylaw.com

Jose Garay APLC

249 E. Ocean Blvd. #814

Long Beach, CA 90802

Attorney For Defendant:

Innovative Cleaning Services Inc.

Kevin Quan

kquan@fisherphillips.com

Fisher & Phillips LLP

1 Montgomery Street Ste. 3400

San Francisco, CA 94104

☐ **By United States Mail (CCP §§1013a, et seq.):** I enclosed said document(s) in a sealed envelope or package to each addressee. I placed the envelope for collection and mailing, following our ordinary business practices. I am readily familiar with the firm's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, with postage fully prepaid.

☐ **By Overnight Delivery/Express Mail (CCP §§1013(c)(d), et seq.):** I enclosed said document(s) in a sealed envelope or package provided by an overnight delivery carrier to each addressee. I placed the envelope or package, delivery fees paid for, for collection and overnight delivery at an office or at a regularly utilized drop box maintained by the express service carrier at 111 West Ocean Boulevard, Long Beach, California.

☐ **By Messenger Service:** I enclosed said document(s) in a sealed envelope or package to each addressee. I provided them to a professional messenger service (Signal Attorney Service) for service. An original proof of service by messenger will be filed pursuant to California *Rules of Court*, Rule 3.1300(c).

☒ **Electronic Mail.** Via e-mail to the address shown above.

I declare under the penalty of perjury under the laws of the State of California and of the United States that the foregoing is true and correct.

Executed on January 10, 2023, at Long Beach, California.

/S/ Hilda Garza
HILDA GARZA