

Rodolfo Ruiz-Velasco, Esq. (SBN 265364)
RUIZ-VELASCO LAW FIRM
600 W. Broadway Suite 700
San Diego, CA 92101
Tel: (619) 800-5293
Fax: (619) 399-7047
rudy@rrv-law.com

Attorneys for Plaintiff NYDIA S. FREGOSO

ELECTRONICALLY FILED

Superior Court of California,
County of San Diego

08/07/2023 at 08:48:41 AM

Clerk of the Superior Court
By Fernando Gonzalez, Deputy Clerk

SUPERIOR COURT OF CALIFORNIA

SAN DIEGO COUNTY

NYDIA S. FREGOSO, an individual,

Plaintiff,

v.

SUMMIT COMMERCIAL CLEANING
SERVICES, INC.; LUIGI ZUCCONI, an
individual; and DOES 1 through 50, inclusive,

Defendants.

) CASE NO.: 37-2023-00033575-CU-WT-CTL

)

) COMPLAINT FOR DAMAGES:

)

) 1. FAILURE TO PAY WAGES

) 2. FAILURE TO TIMELY FURNISH

) ACCURATE ITEMIZED WAGE

) STATEMENTS

) 3. UNFAIR BUSINESS PRACTICES

) 4. WAITING TIME PENALTIES PER

) LABOR CODE §203

) 5. MEAL AND REST PERIOD

) VIOLATIONS

) 6. FAILURE TO REIMBURSE

) 7. PRIVATE ATTORNEYS GENERAL

) ACT OF 2004 ("PAGA") PER LABOR

) CODE §2699, et seq.

) 8. WRONGFUL TERMINATION AND

) RETALIATION IN VIOLATION OF

) LABOR CODE §1102.5, et seq.

) 9. HARASSMENT, DISCRIMINATION,

) HOSTILE ENVIRONMENT, WRONGFUL

) TERMINATION, AND RETALIATION IN

) VIOLATION OF FEHA

) 10. WRONGFUL TERMINATION IN

) VIOLATION OF PUBLIC POLICY

)

[IMAGED FILE]

1 Plaintiff NYDIA S. FREGOSO, an individual (hereinafter “Plaintiff”) alleges as follows:

2 **GENERAL ALLEGATIONS**

3 The public policy of California declares:

4 It is the public policy of this state to vigorously enforce minimum labor standards in
5 order to ensure employees are not required or permitted to work under substandard
6 unlawful conditions or for employers that have not secured the payment of compensation
7 and to protect employers who comply with the law from those who attempt to gain a
8 competitive advantage at the expense of their workers by failing to comply with
9 minimum labor standards.

10 (Labor Code §90.5 subd. (a).)

11 Despite this clear mandate, DEFENDANTS blatantly violated the California Labor Code
12 and the Industrial Welfare Commission (“IWC”) Wage Orders. Defendants willfully failed to
13 pay all mandated minimum, regular and overtime wages, failed to provide meal and rest periods
14 and failed to pay them meal and rest period premiums, failed to reimburse business expenditures,
15 and failed to provide and maintain proper employee records to their employees.

16 1. This lawsuit is brought in response to the Defendants’ refusal to pay Plaintiff and
17 the other aggrieved employees all wages and premium wages that they earned during their
18 employment with Defendants, failed to relieve of duties during their meal and rest periods, failed
19 to reimburse them for business expenditures, failed to provide them with proper records, among
20 other Labor Code violations, and harassed and terminated Plaintiff in retaliation for reporting the
21 employees were not submitting valid work permits or identification documents showing their
22 eligibility to work in the United States and that they were submitting fake social security
23 numbers, and for refusing to submit to Defendant’s unwanted sexual and lewd comments and
24 advances.

25 2. The acts complained of herein have occurred within the time period from four (4)
26 years preceding the filing of the original Complaint herein (hereinafter, the “Relevant Time
27 Period”).
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4. Venue is proper in Central Division of San Diego County Superior Court pursuant to Code of Civil Procedure §395(a) and §395.5, because *inter alia*, (a) the Defendants' and Defendant corporation's businesses are situated in this County and liabilities claimed occurred in this County, and (b) complaints regarding such issues may be filed in the Central Division.

5. Plaintiff NYDIA S. FREGOSO is an individual over the age of eighteen (18) and was an employee of Defendants during the last 4 years.

7. Plaintiff is informed and believes that Defendant LUIGI ZUCCONI is an individual who during the relevant time period has owned, managed and operated and continues to own, manage and operate SUMMIT COMMERCIAL CLEANING SERVICES, INC., and who at all times mentioned in this Complaint herein resided within the jurisdiction of this Court. LUIGI ZUCCONI was and remains a person acting on behalf of SUMMIT COMMERCIAL CLEANING SERVICES, INC., on information and belief as the chief executive officer, managing agent, and director of SUMMIT COMMERCIAL CLEANING SERVICES, INC., who violated and/or who caused to violate various Labor Code sections and other provisions regulating hours and days of work established by the Industrial Welfare Commission of the State

1 of California rendering him individually liable pursuant to Labor Code Sections 558, 558.1, 98.6,
2 1102.5, 1197.1, and 2699 et. seq. In addition, LUIGI ZUCCONI is an officer, director, and
3 person acting either individually or as a managing agent, who paid or caused to be paid the
4 Plaintiff and the other aggrieved employees a wage less than the minimum, regular, and/or
5 overtime rate of pay under the law, failed to relieve them of duties during their meal and rest
6 periods, failed to reimburse, and failed to provide accurate records, or by an order of the
7 commission and is therefore subject to a civil penalty, restitution of wages payable to the
8 employee, and any applicable wages, damages and penalties plus fees and costs imposed
9 pursuant to Labor Sections 203, 558, 558.1, and 2699 et. seq. Further, LUIGI ZUCCONI is a
10 person who retaliated against Plaintiff for disclosing a violation of state statute, or a violation of
11 or noncompliance with a local or state rule or regulation, in violation of Labor Code §§ 98.6 and
12 1102.5. LUIGI ZUCCONI also sexually harassed, retaliated and terminated Plaintiff after
13 Plaintiff refused to submit to his unwanted sexual and lewd comments in violation of the
14 California Fair Employment and Housing Act (FEHA) (Govt. C. §§12900-12996).

17 8. DOES 1 to 50, inclusive are now, and/or at all times mentioned in this Complaint
18 were licensed to do business and/or actually doing business in the State of California. Plaintiff
19 does not know the true names or capacities, whether individual, partner or corporate, of DOES 1
20 to 50, inclusive and for that reason, DOES 1 to 50 are sued under such fictitious names pursuant
21 to California Code of Civil Procedure (“CCP”) §474. Plaintiff will amend this Complaint to
22 allege such names and capacities as soon as they are ascertained.

24 9. Plaintiff is informed and believes and thereon alleges that DOES 1 to 50,
25 inclusive, are former co-employers and/or joint employers of Plaintiff.

26 10. Plaintiff is informed and believes and thereon alleges that DOES 1 to 50,
27 inclusive, are successors in interest to Defendants or are otherwise obligated to pay Plaintiff the
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1 wages due and owing to them, e.g. by way of statute, common law, quantum meruit, express
2 written contract, implied in fact contract, or by way of common counts such as money had and
3 received. Plaintiff reserves the right to augment the foregoing allegations to more clearly set
4 forth this Defendant's liability as discovery progresses and reveals the same.

5
6 11. Plaintiff is informed and believes, and based upon such information and belief
7 alleges that the Defendants, and each of them, are now and/or at all times mentioned in this
8 Complaint were in some manner legally responsible for the events, happenings and
9 circumstances alleged in this Complaint.

10 12. Plaintiff is further informed and believes, and based upon such information and
11 belief alleges, that at all times herein mentioned, all Defendants, and each of them, were and are
12 the agents, servants, employees, joint venturers, and/or partners of each of the other Defendants,
13 and were, at all such times, acting within the course and scope of said employment and/or
14 agency; furthermore, that each and every Defendant herein, while acting as a high corporate
15 officer, director and/or managing agent, principal and/or employer, expressly directed, consented
16 to, approved, affirmed and ratified each and every action taken by the other co-Defendants, as
17 herein alleged and was responsible in whole or in part for the matters referred to herein.

18
19 13. Plaintiff is further informed and believes, and based upon such information and
20 belief alleges, that at all times herein mentioned, Defendant, and each of them, proximately
21 caused Plaintiff to be subjected to the unlawful practices, wrongs, complaints, injuries and/or
22 damages alleged in this Complaint.

23
24 14. Plaintiff is further informed and believes, and based upon such information and
25 belief alleges, that at all times herein mentioned, Defendants, and each of them were co-
26 employers and/or joint employers of Plaintiff.

27 /././

1 15. Defendants, and each of them, are now and/or at all times mentioned in this
2 Complaint were members of and/or engaged in a joint venture, partnership and common
3 enterprise, and were acting within the course and scope of, and in pursuit of said joint venture,
4 partnership and common enterprise and, as such were co-employers and/or joint employers of
5 Plaintiff.
6

7 16. Defendants, and each of them, at all times mentioned in this Complaint concurred
8 with, contributed to, approved of, aided and abetted, condoned and/or otherwise ratified the
9 various acts and omissions of each and every one of the other Defendants in proximately causing
10 the complaints, injuries and/or damages alleged in this Complaint.
11

12 17. Plaintiff is informed and believes and thereon alleges that at all times herein
13 mentioned, some of the Defendants DOES 1 through 50, Inclusive, were the *alter egos* of the
14 named Defendants. Plaintiff is informed and believes and thereon alleges that there exists such a
15 unity of interest and ownership between the named Defendants and DOES 1 through 50, that the
16 individuality and separateness of the named Defendants and DOES 1 through 50 has ceased to
17 exist. The business affairs of named Defendants and DOES 1 through 50, are, and at all times
18 relevant hereto were, so mixed and intermingled that the same cannot reasonably be segregated,
19 and the same are in inextricable confusion. Defendants, and at all times relevant hereto, used
20 each other as a mere shell and conduit for the conduct of certain of Defendants' affairs. The
21 recognition of the separate existence of Defendants would not promote justice, in that it would
22 permit Defendants to insulate themselves from liability to Plaintiff. Accordingly, the named
23 Defendants constitute the *alter ego* of Defendants DOES 1 through 50, and the fiction of their
24 separate existence must be disregarded.
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1 **FIRST CAUSE OF ACTION**

2 **FAILURE TO PAY WAGES**

3 **(Against all Defendants)**

4 18. Plaintiff re-alleges and incorporates herein by reference all paragraphs outside this
5 section as though fully set forth herein.
6

7 19. Plaintiff was an “employee” of Defendants (as defined by section 350 of the
8 Labor Code) but Defendants failed to pay Plaintiff and the other aggrieved employees all wages
9 earned for all hours worked. Plaintiff and the other aggrieved employees were employed as
10 office workers and day porters/janitors.
11

12 20. Pursuant to Labor Code section 1197 and San Diego Municipal Code §39.0107,
13 payment of less than the minimum wage fixed by the commission is unlawful.
14

15 21. During the entire period of time that Plaintiff and the other aggrieved employees
16 were employed by Defendants, and for the four (4) years preceding the filing of this lawsuit,
17 Defendants were required to compensate them at least at the minimum wage, but failed to carry
18 out their duties and responsibilities as an employer imposed under the laws and regulations of the
19 State of California and violated the law by failing to pay Plaintiff and the other aggrieved
20 employees a minimum wage for all hours worked pursuant to all applicable wage orders and in
21 accordance with Labor Code sections 200, 226, 500, 510, 558.1, 1194, 1194.2, and 1197 and San
22 Diego Municipal Code §39.0107.

23 22. Defendants regularly failed to pay Plaintiff and the other aggrieved employees all
24 of the wages that they earned. Specifically, Defendants have intentionally failed to pay Plaintiff
25 and the other aggrieved employees for all hours worked (“wage theft”), where Defendants only
26 pay the employees for up to 8 hours worked per day or for hours that are billed to Defendants’
27 clients, but not for overtime hours worked, even though the aggrieved employees regularly work
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1 significant overtime hours. Thus, the aggrieved employees are paid nothing for these overtime
2 hours worked or these hours worked that are more than those billed by the Defendants to their
3 clients. Further, Defendants require Plaintiff and the aggrieved employees to attend weekly
4 meetings after their shifts, but do not pay them for these weekly meetings. In addition,
5 Defendants require Plaintiff and the aggrieved employees to work through meal periods but still
6 deducts their pay for the meal periods. All of these actions cause minimum wage violations.
7

8 23. In violation of state law, Defendants have knowingly and willfully refused to
9 perform their obligations to compensate Plaintiff and the other aggrieved employees for
10 minimum and regular wages earned and all hours worked. As a direct result, Plaintiff and the
11 other aggrieved employees have suffered, and continue to suffer, substantial losses related to the
12 use and enjoyment of such unpaid wages, lost interest on such wages, costs and attorneys' fees in
13 seeking to compel Defendants to fully perform its obligation under state law, all to their damage
14 in amounts according to proof at the time of trial, but in amounts in excess of the minimum
15 jurisdiction requirement of this Court. Defendants committed the acts alleged herein knowingly
16 and willfully, with wrongful and deliberate intent.
17

18 24. Defendants' conduct described herein violates Labor Code sections 200, 226, 500,
19 510, 558, 558.1, 1194, 1194.2, 1197, and 1197.1 and San Diego Municipal laws. As a proximate
20 result of the aforementioned violations, Plaintiff and the other aggrieved employees have been
21 damaged in an amount according to proof at the time of trial, but in an amount in excess of the
22 minimum jurisdiction requirement of this Court. Therefore, pursuant to Labor Code sections
23 200, 203, 226, 558, 558.1, 1194, 1194.2, 1197, and 1197.1 and San Diego Municipal laws,
24 Plaintiff and the other aggrieved employees are therefore entitled to recover the unpaid balance
25 of minimum wages and damages for minimum wage violations, including but not limited to LC
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1 1194.2 liquidated damages in an amount to be proven at trial, plus interest, penalties, attorneys'
2 fees, expenses, and costs of suit.

3 25. Pursuant to Labor Code §200, “wages” includes all amounts for labor performed
4 by employees of every description, whether the amount is fixed or ascertained by the standard of
5 time, task, piece, commission basis, or other method of calculation.
6

7 26. Plaintiff and the other aggrieved employees have not been paid for all of their
8 hours worked at least at their regular rate of pay and are thus entitled to their earned unpaid
9 wages in an amount to be proven at trial, plus interest, penalties, attorneys’ fees and costs.

10 27. Under California law, including but not limited to, Labor Code sections 200, 226,
11 500, 510, 558, 558.1, and 1198, Defendants were required to compensate Plaintiff and the other
12 aggrieved employees for all overtime, which is calculated at one and one-half (1.5) times the
13 regular rate of pay for hours worked in excess of forty (40) per week or after eight (8) in one day,
14 and double time (2) times the regular rate of pay for hours worked on the seventh consecutive
15 work day, or after twelve (12) hours in any workday.
16

17 28. Throughout their employment with Defendants, Plaintiff and the other aggrieved
18 employees regularly work at least on average 9 hours per day or more. Plaintiff and the other
19 aggrieved employees are or were non-exempt employees entitled to overtime pay under
20 California law, including but not limited to Labor Code sections 200, 226, 500, 510, 558, 558.1,
21 1194 and 1198. Specifically, Defendants have intentionally failed to pay Plaintiff and the other
22 aggrieved employees for all hours worked (“wage theft”), where Defendants only pay the
23 employees for up to 8 hours worked per day or for hours that are billed to Defendants’ clients,
24 but not for overtime hours worked, even though the aggrieved employees regularly work
25 significant overtime hours. Thus, the aggrieved employees are paid nothing for these overtime
26 hours worked or these hours worked that are more than those billed by the Defendants to their
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1 clients. Further, Defendants require Plaintiff and the aggrieved employees to attend weekly
2 meetings after their shifts, but do not pay them for these weekly meetings. In addition,
3 Defendants require Plaintiff and the aggrieved employees to work through meal periods but still
4 deducts their pay for the meal periods. All of these actions cause minimum (see above) and
5 overtime wage violations.
6

7 29. Under the applicable wage orders, statutes and regulations, Plaintiff and the other
8 aggrieved employees are entitled to one and one-half (1.5) times and double their regular rate of
9 pay for overtime work performed during the entire course of their employment with Defendants.

10 30. As a direct result, Plaintiff and the other aggrieved employees have suffered
11 substantial losses related to the use and enjoyment of such wages, lost interest on such wages,
12 and expenses and attorneys' fees in seeking to compel Defendants to fully perform its obligation
13 under state law, all to their respective damage in amounts according to proof at the time of trial,
14 but in amounts in excess of the jurisdiction of this Court. Defendants committed the acts alleged
15 herein knowingly and willfully, with the wrongful and deliberate intention of injuring Plaintiff,
16 from improper motives amounting to malice, and in conscious disregard of Plaintiff's rights.
17 Plaintiff is thus entitled to recover nominal, actual, compensatory damages in amounts according
18 to proof at the time of trial, but in amounts in excess of the jurisdiction of this Court.
19

20 31. Defendants' conduct described herein violates Labor Code sections 200, 226, 500,
21 510, 558, 558.1, 1194, 1198, and 1197.1. As a proximate result of the aforementioned
22 violations, Plaintiff has been damaged in an amount according to proof at the time of trial, but in
23 an amount in excess of the jurisdiction of this Court. Therefore, pursuant to Labor Code sections
24 200, 203, 226, 558, 558.1, 1198, and 1194, Plaintiff is entitled to recover the unpaid balance of
25 overtime compensation Defendants owe to Plaintiff in an amount to be proven at trial, plus
26 interest, penalties, attorneys' fees, expenses, and costs of suit.
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1 **SECOND CAUSE OF ACTION**
2 **FAILURE TO TIMELY FURNISH**
3 **ACCURATE ITEMIZED WAGE STATEMENTS**
4 **(Pursuant to Labor Code §226(a) and (e))**
5 **(Against all Defendants)**

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7 32. Plaintiff re-alleges and incorporates herein by reference all paragraphs outside this
8 section as though fully set forth herein.

9 33. Plaintiff is informed and believes and thereon alleges that Defendants, in violation
10 of Labor Code §226(a), engaged in a practice with respect to Plaintiff and the other aggrieved
11 employees of regularly failing to furnish them with accurate, itemized statements in writing
12 showing (1) all gross wages earned, (2) all deductions, (3) net wages earned, (4) accurate rate of
13 pay during each respective pay period for which wages and premium wages have been and
14 continue to be due and owing, (8) the name and address of the legal entity that is the employer,
15 and/or (9) all applicable hourly rates in effect during the pay period and the corresponding
16 number of hours worked at each hourly rate by the employee, as well as all other information
17 required by section 226 of the Labor Code. Specifically, Defendants failed to provide wage
18 statements to Plaintiff and the other aggrieved employees showing the above required
19 information to the employees' damage.
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22 34. Plaintiff seeks damages and penalties pursuant to Labor Code §226(e) for each
23 violation by Defendants of Labor Code §226 and pursuant to §§ 226.3, 558, 558.1, plus
24 attorneys' fees and costs. In addition, Plaintiff seeks preliminary and permanent injunctive relief
25 pursuant to Labor Code §226(h).
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1 in irreparable injury to members of the general public, including, but not limited to Plaintiff and
2 the other aggrieved employees, who are current and former employees of the Defendants, and for
3 which there is no adequate remedy at law. Thus, Plaintiff requests that the Court issue a
4 preliminary and permanent injunction prohibiting Defendants from engaging in the foregoing
5 conduct.
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7 **FOURTH CAUSE OF ACTION**

8 **FAILURE TO PAY WAGES UPON SEPARATION OF EMPLOYMENT**

9 **WAITING TIME PENALTIES PURSUANT TO LABOR CODE §203**

10 **(Against all Defendants)**

11 41. Plaintiff re-alleges and incorporates herein by reference all paragraphs outside this
12 section as though fully set forth herein.
13

14 42. Defendants failed to pay Plaintiff and the other aggrieved employees all earned
15 wages upon the separation of their employment with Defendants in violation of Labor Code
16 sections 201 and 202, including but not limited to, overtime, minimum, regular, and meal and
17 rest period premium wages. In addition, Defendants often paid Plaintiff and the other aggrieved
18 employees late for their wages in violation of LC sections 203 and 204.

19 43. Defendants' failure to pay Plaintiff and the other aggrieved employees all wages
20 due was willful and done with malice. Plaintiff and the other aggrieved employees are therefore
21 entitled to penalties pursuant to Labor Code §203, and pursuant to §§ 558, 558.1, plus attorneys'
22 fees and costs.
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1 **FIFTH CAUSE OF ACTION**

2 **MEAL AND REST PERIOD VIOLATIONS**

3 **LABOR CODE §§ 226.7 and 512**

4 **(Against all Defendants)**

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6 44. Plaintiff re-alleges and incorporates herein by reference all paragraphs outside this
7 section as though fully set forth herein.

8 45. Under California Labor Code sections 226.7, 512 and California Wage Orders,
9 Off Duty Meal Periods of 30 minutes are required for all non-exempt employees who work at
10 least 5 hours in a shift, except that when a work period of not more than 6 hours will complete
11 the day's work then the meal period may be waived by mutual consent of the employer and
12 employee. Time records of meal periods must be kept except that meal periods during which
13 operations cease need not be recorded. Employers must provide non-exempt employees 2 Off
14 Duty Rest Periods of 10 minutes each in a normal 8 hour shift. Rest Periods need not be
15 recorded. The Meal Periods are unpaid unless the employee is not fully relieved of all duties.
16 Rest Periods must be paid. An employer who fails to provide off duty meal and rest periods
17 (breaks) must pay the employee an additional 1 hour regular pay for each category of break not
18 provided in a work day.
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21 46. At all times mentioned herein, Defendants violated Labor Code sections 226.7
22 and 512 by refusing to allow Plaintiff and the other aggrieved employees to be fully relieved of
23 their duties during their meal and rest periods. Defendants did not allow Plaintiff and the
24 aggrieved employees to be fully relieved of their duties during their meal and rest periods, and
25 were required to work through them since, for instance, when Plaintiff got food during her first
26 week of work, Defendant ZUCCONI got upset because she was attempting to take a meal period.
27 Defendant ZUCCONI would bring food to Plaintiff and the other office workers to their desk so
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1 they would eat at their desks and continue working while eating. The other aggrieved employees
2 also had to work through their meal periods even though they were clocked out for the meal
3 periods. Further, even if they were allowed to take meal and rest periods, there was no time given
4 the duties they had to complete by specified deadlines, because they would otherwise be
5 reprimanded if they did not finish their required duties in time.
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7 47. Accordingly, Plaintiff seeks damages available pursuant to the Labor Code,
8 including but not limited to Labor Code sections 226.7, 512, 558, and 558.1 in an amount proven
9 at trial, plus interest, penalties, fees, and costs.
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11 **SIXTH CAUSE OF ACTION**

12 **FAILURE TO REIMBURSE**

13 **(Against All Defendants)**

14 48. Plaintiff incorporates by reference and re-alleges each and every one of the
15 allegations contained in this Complaint as though fully set forth herein.
16

17 49. Pursuant to Labor Code §2802(a), an employer shall indemnify his or her
18 employee for all necessary expenditures or losses incurred by the employee in direct
19 consequence of the discharge of his or her duties, or of his or her obedience to the directions of
20 the employer.
21

22 50. Defendants required Plaintiff and the other aggrieved employees to incur
23 expenditures for the benefit of the Defendants including but not limited to use of personal
24 vehicle incurred in the discharge of their daily duties. Defendants, however, failed to reimburse
25 Plaintiff and the other aggrieved employees for such expenditures.
26

27 51. Therefore, pursuant to Labor Code §§ 2802(c) and 558.1, Plaintiff and the other
28 aggrieved employees are entitled to recover reimbursement for all necessary expenditures for use

1 of personal vehicle and other business expenditures incurred in discharge of their daily duties for
2 Defendants in an amount to be proven at trial, plus interest, plus penalties, attorneys' fees,
3 expenses, and costs of suit.

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5 **SEVENTH CAUSE OF ACTION**

6 **PRIVATE ATTORNEYS GENERAL ACT OF 2004 ("PAGA")**

7 **PER LABOR CODE §2699, et seq.**

8 **(Against All Defendants)**

9
10 52. Plaintiff re-alleges and incorporates herein by reference all paragraphs outside this
11 section as though fully set forth herein.

12
13 53. On or about March 24, 2023, pursuant Labor Code sections 2699(a) and 2699.3,
14 Plaintiff, through her counsel, provided notice in writing by online submission to the California
15 Labor Workforce Development Agency ("LWDA") and via certified US Mail to Defendants and
16 each of them, that Plaintiff intended to assert a PAGA claim pursuant to section 2699(a) on her
17 own behalf, and in a representative capacity on behalf of other aggrieved employees of
18 Defendants, for Defendants' violations of specified provisions of the California Labor Code. See
19 Exhibit "1" attached to this Complaint. The LWDA did not respond within 65 days.

20
21 54. As a result, Plaintiff has perfected her right to sue Defendants in a civil action,
22 and to collect statutory penalties, pursuant to Labor Code section 2699.3(a)(2)(A)(1) on behalf of
23 all aggrieved employees (PAGA Employees).

24
25 55. As a result of the acts alleged throughout this Complaint, Plaintiff brings this
26 action on her own behalf, and in a representative capacity on behalf of other current or former
27 aggrieved employees (PAGA Employees), for penalties pursuant to California Labor Code
28 section 2699 for Defendants' violations of the enumerated Labor Code sections, including, but

1 not limited to sections 200, 201, 202, 203, 210, 216, 220, 221, 222, 223, 224, 225.5, 226, 226.3,
2 226.7, 227, 227.3, 246, 510, 512, 558, 558.1, 98.6, 1102.5, 1174, 1174.5, 1175, 1194, 1194.2,
3 1197.1, 1198, 1198.5, 1199, 1770-1781, and 2802.

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5 56. Pursuant to California Labor Code section 2699, Plaintiff and PAGA Employees
6 are entitled to be awarded twenty-five (25%) percent of all penalties due under California law, in
7 addition to interest, attorney's fees and costs.

8
9 57. The Court should award seventy-five (75%) percent of all penalties due under
10 California law to the State of California.

11 58. Plaintiff, on behalf of the State of California and the aggrieved employees,
12 therefore seeks to recover from Defendants, and each of them, allowable damages and civil
13 penalties for the violations claimed above regarding Plaintiff's claims, plus interest, costs, and
14 attorneys' fees, plus civil penalties regarding the other aggrieved employees' claims in an
15 amount according to proof at trial, in accordance with Labor Code sections 2699, *et seq.*

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17 59. Labor Code Section 558 states that "[a]ny employer or *other person* acting on
18 behalf of an employer who violates, or causes to be violated, a section of this chapter or any
19 provision regulating hours and days of work in any order of the Industrial Welfare Commission
20 shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for
21 each underpaid employee for each pay period for which the employee was underpaid in addition
22 to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one
23 hundred dollars (\$100) for each underpaid employee for each pay period for which the employee
24 was underpaid in addition to an amount sufficient to recover underpaid wages. (3) Wages
25 recovered pursuant to this section shall be paid to the affected employee. The Section goes on to
26 state that "[t]he civil penalties provided for in this section are in addition to any other civil or
27 criminal penalty provided by law."
28

60. Labor Code Section 558.1(a) provides in pertinent part: “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.”

61. Defendants violated/violate, or caused/causes to be violated, multiple sections of the Labor Code as well as provisions regulating hours and days of work in any order of the Industrial Welfare Commission including those requiring payment of minimum and regular wages and payment of overtime wages, meal and rest periods, records violations, as set forth in detail throughout this Complaint.

62. Accordingly, Plaintiff is also entitled to recovery of wages, premium wages, damages, and penalties pursuant to Labor Code Sections 558 and 558.1.

EIGHTH CAUSE OF ACTION

Retaliation in Violation of Cal. Lab. Code §1102.5, *et seq.*

(Against All Defendants)

63. Plaintiff re-alleges and incorporates herein by reference all paragraphs outside this section as though fully set forth herein.

64. Labor Code §98.6, subdivision (a), prohibits employers from discharging an employee or in any manner discriminating, retaliating, or taking any adverse action against any employee or applicant for employment because the employee or applicant engaged in any conduct delineated in Chapter 4 of Division 1 or Chapter 5 of Part 3 of Division 2 of the Labor Code, made a written or oral complaint that he or she is owed unpaid wages, or because of the

1 exercise by the employee or applicant for employment on behalf of herself or others of any of
2 their rights.

3
4 65. Labor Code §1102.5, subdivision (a), prohibits employers from making, adopting,
5 or enforcing any rule, regulation or policy that prevents employees from disclosing information
6 to his or her employer or to governmental agencies where the employee has reasonable cause to
7 believe that the information discloses a violation of state or federal law, or a violation or
8 noncompliance with a state or federal rule or regulation.

9
10 66. Labor Code §1102.5, subdivision (b), prohibits employers from retaliating against
11 an employee for disclosing information to his employer or a governmental agency where the
12 employee has reasonable cause to believe the information discloses a violation of state or federal
13 law, or a violation or noncompliance with a state or federal rule or regulation.

14
15 67. As alleged above, Defendants violated Labor Code §§ 98.6, 1102.5, *et seq.* where
16 Defendants terminated and retaliated against Plaintiff because she disclosed and reported to
17 Defendant LUIGUI ZUCCONI that she received a Mexican consular ID in a hiring packet and
18 that this was not proper work authorization identification, that the employees' social security
19 numbers were not matching with payroll and that this could be in violation of immigration and
20 IRS laws, and that employees must be authorized to work in the USA. Defendant LUIGI
21 ZUCCONI became very angry with her after these comments and said: "I don't care if they are
22 real documents or not. I know that half of my employees are pollos and dogs!"
23

24 68. Plaintiff also reported and disclosed to Defendant LUIGI ZUCCONI and her
25 supervisors that the day porter/janitorial employees were not getting paid for all hours worked
26 and that she was intending to pay the employees the actual time they recorded, and he told her in
27 an angry manner that she should not be "retro-ing" the employees' pay and instructed her to
28 process payroll by using the hours found in the work schedules, not with the hours recorded in

1 the employees' time sheets when the time worked went over the time billed to his clients, such as
2 Irvine Company, even if the employees complained about not getting paid ("wage theft"). This
3 wage theft especially happened when the employees worked overtime. Getting paid for all hours
4 worked are employees' rights pursuant to the California Labor Code and Wage Orders and which
5 violated state laws and regulations regarding minimum wages and overtime wages.
6

7 69. In retaliation for Plaintiff reporting Defendants' violation of US immigration laws
8 and IRS and FTB laws, and the California Labor Code and Wage Orders, Defendant LUIGI
9 ZUCCONI harassed Plaintiff and eventually intentionally and maliciously terminated her in
10 retaliation for reporting the illegal conduct.
11

12 70. As a proximate result of Defendants' actions, Plaintiff has suffered and continues
13 to suffer general and special damages such as lost and continued loss of income and benefits,
14 loss of professional advancement and reputation, and has suffered and continues to suffer
15 humiliation, embarrassment, mental and emotional distress, and discomfort, all to her damage in
16 an amount according to proof, but in excess of the jurisdictional amounts, plus penalties of at
17 least \$10,000 per incident pursuant to LC §98.6 and of at least \$10,000 per incident pursuant to
18 LC §1102.5, plus other damages and penalties.
19

20 71. In doing the things herein alleged, Defendants were guilty of oppression, fraud
21 and malice, and, insofar as the things alleged were attributable to employees of Defendants, said
22 employees were employed by Defendants with advance knowledge of the unfitness of the
23 employees and they were employed with a conscious disregard for the rights of others; or
24 Defendants authorized or ratified the wrongful conduct; or there was advance knowledge,
25 conscious disregard, authorization, ratification or act of oppression, fraud or malice on the part of
26 an officer, director or managing agent of Defendants all entitling Plaintiff to the recovery of
27 exemplary and punitive damages.
28

1 **NINTH CAUSE OF ACTION**

2 **HARASSMENT, DISCRIMINATION, HOSTILE ENVIRONMENT, WRONGFUL**

3 **TERMINATION AND RETALIATION IN VIOLATION OF FEHA**

4 **(Against all Defendants)**

5 72. Plaintiff incorporates by reference and re-alleges each and every one of the
6 allegations contained in this Complaint as though fully set forth herein.
7

8 73. At all times mentioned herein, the Fair Employment and Housing Act, Govt.
9 Code §§ 12900-12996 (hereinafter “FEHA”), was in full force and effect and binding on
10 Defendants. These statutes required Defendants to refrain from discriminating, sexually
11 harassing, allowing a hostile environment, and wrongfully terminating and retaliating against any
12 employee on the basis of complaining about sexual harassment and/or sex discrimination.
13 Within the time provided under FEHA, Plaintiff filed complaints against Defendants with the
14 Department of Fair Employment and Housing alleging wrongful termination, harassment, hostile
15 environment, and retaliation all based on sexual harassment and sex discrimination in full
16 compliance with these sections, and received right-to-sue letters. Attached hereto and
17 incorporated herein by reference as Exhibit “2” are true and correct copies of the right-to-sue
18 notices received by Plaintiff.
19
20

21 74. FEHA prohibits discrimination, wrongful termination, harassment, hostile
22 environment, and retaliation on the basis of sexual harassment, which is a form of sex
23 discrimination under Article I, §8 of the California Constitution. California Government Code
24 §12940, et seq.; *Rojo v. Kliger*, 52 Cal. 3d 65, 73, 90 (1990).
25

26 75. Sexual harassment consists of any unwelcome sexual advances, requests for
27 sexual favors, or other verbal or physical conduct of a sexual nature. Sexual harassment includes,
28 but is not limited to, verbal conduct (i.e., epithets, derogatory comments or slurs), as well as

1 physical and visual insults. Sexual harassment also includes, but is not limited to, physical
2 contact, e.g., assault, impeding or blocking movement, or any physical interference with normal
3 work or movement, visual objects such as videos, posters, cartoons, or drawings, sexual favors,
4 and unwanted sexual advances. Cal. Code Regs. Tit. 2, §§ 7287.6(b)(1), 7291.1(f).

5
6 76. California's FEHA prohibits an employer or person from discriminating and
7 retaliating against, and terminating any person because that person has opposed or complained
8 about sexual harassment or any discriminatory practice. Cal. Gov't Code §12940(h).

9
10 77. Plaintiff had an excellent record as a human resources office worker, and was
11 dedicated to her position. Upon Plaintiff beginning work for Defendants, Defendant LUIGI
12 ZUCCONI immediately began making inappropriate and lewd comments and unwanted
13 advances of a sexual nature on Plaintiff, with comments such as: "why are you looking so cute?",
14 "did you go on a date today", "you don't have to get pretty for me", "you have so much
15 knowledge, I don't know how to thank you", and frequently told her that he had problems with
16 his wife with comments such as, "my wife and I have been having a lot of problems", all while
17 looking at her inappropriately in a sexual and unwanted nature.

18
19 78. Defendant LUIGI ZUCCONI would also stare at Plaintiff inappropriately any
20 time Plaintiff stood up to get water, where the water station was in front of Defendant's office.
21 Plaintiff was afraid to leave her office because she felt very uncomfortable due to Defendant's
22 behavior. Defendant LUIGI ZUCCONI would also frequently text message Plaintiff after hours.

23
24 79. One of the supervisors told Plaintiff that he was going to send a day porter/janitor
25 with a "big booty" to clean Defendant LUIGI ZUCCONI's home because "that is how he likes
26 them", and that "he likes hooking up with employees."

27
28 ///

1 80. Plaintiff reported and complained to her supervisor that she felt uncomfortable at
2 work because of Defendant LUIGI ZUCCONI's comments and staring of sexual nature and
3 because he was constantly texting her personal cellular phone number. The supervisor replied
4 that Defendant had asked her to go on a dinner date, and that she refused, and that she should do
5 the same. At an office work dinner, Defendant LUIGI ZUCCONI told Plaintiff and her
6 supervisor that he wanted to go clubbing in LA with them.

8 81. The inappropriate comments, advances, and staring above made in a lewd and
9 sexual nature and the frequent text messages were harassing to Plaintiff and also created a hostile
10 work environment.

12 82. Defendants retaliated against Plaintiff and intentionally and maliciously
13 terminated her employment in part for reporting the lewd and inappropriate comments and
14 sexual advances above and for refusing to submit to Defendant's sexual advances. Defendants
15 terminated Plaintiff even though her work performance was exemplary.

17 83. As a direct and proximate result of Defendants' unlawful actions against
18 Plaintiff as alleged above, Plaintiff has been harmed in that Plaintiff has suffered the loss of the
19 wages, salary, benefits, and additional amounts of money Plaintiff would have received if
20 Plaintiff's employment had not been wrongfully terminated by Defendants. Additionally, as a
21 result of Defendants' wrongful actions alleged above, Plaintiff has been harmed in that Plaintiff
22 has suffered intangible loss of such employment-related opportunities such as continued
23 experience in the position from which Plaintiff was terminated, and for further experience in
24 positions that Plaintiff would have been promoted had his employment not been terminated. The
25 termination affected her payment of bills because she lives paycheck to paycheck. Defendants'
26 actions also created a hostile work environment that caused Plaintiff harm. As a result of
27
28

1 Defendants' conduct, Plaintiff has suffered damages in an amount to be determined at trial and
2 according to proof.

3
4 84. As a further proximate result of Defendants' wrongful actions against Plaintiff as
5 alleged above, Plaintiff has been harmed in that Plaintiff has suffered humiliation, mental
6 anguish, and severe emotional and physical distress, including uncontrollable sobbing,
7 depression, and has been injured in mind and body, in an amount to be determined at trial and
8 according to proof.

9
10 85. The above-recited actions of Defendants in wrongfully terminating Plaintiff's
11 employment were done intentionally with malice, fraud, oppression, and reckless disregard of
12 the Plaintiff's rights under the Government Code and within the meaning of California Civil
13 Code section 3294. Plaintiff is therefore entitled to punitive and exemplary damages in an
14 amount sufficient to punish and make an example of Defendants.

15
16 86. By reason of the conduct of Defendant herein, Plaintiff has retained attorneys to
17 prosecute his claims under FEHA. Plaintiff is therefore entitled to recover reasonable attorneys'
18 fees and costs pursuant to Govt. Code §12965(b), in addition to other damages as provided by
19 law and as alleged herein.

20
21 **TENTH CAUSE OF ACTION**

22 **WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY**

23 **(Against All Defendants)**

24 87. Plaintiff re-alleges and incorporates herein by reference all paragraphs outside this
25 section as though fully set forth herein.

26
27 ///

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1 88. California Labor Code §§ 98.6, 1102.5 generally prohibit employers from
2 retaliating against and terminating employees that complain regarding unfair labor practices
3 and/or who report illegal activity.
4

5 89. Plaintiff believes and alleges that Defendants terminated Plaintiff's employment
6 because she disclosed and reported to Defendant LUIGI ZUCCONI that she received a
7 Mexican consular ID in a hiring packet and that this was not proper work authorization
8 identification, that the employees' social security numbers were not matching with payroll and
9 that this could be in violation of immigration and IRS laws, and that employees must be
10 authorized to work in the USA. Defendant LUIGI ZUCCONI became very angry with her after
11 these comments and said: "I don't care if they are real documents or not. I know that half of my
12 employees are pollos and dogs!"
13

14 90. Plaintiff also reported and disclosed to Defendant LUIGI ZUCCONI and her
15 supervisors that the day porter/janitorial employees were not getting paid for all hours worked
16 and that she was intending to pay the employees the actual time they recorded, and he told her in
17 an angry manner that she should not be "retro-ing" the employees' pay and instructed her to
18 process payroll by using the hours found in the work schedules, not with the hours recorded in
19 the employees' time sheets when the time worked went over the time billed to his clients, such as
20 Irvine Company, even if the employees complained about not getting paid ("wage theft"). This
21 wage theft especially happened when the employees worked overtime. Getting paid for all hours
22 worked are employees' rights pursuant to the California Labor Code and Wage Orders and which
23 violated state laws and regulations regarding minimum wages and overtime wages.
24
25

26 91. In retaliation for Plaintiff reporting Defendants' violation of US immigration laws
27 and IRS and FTB laws, and the California Labor Code and Wage Orders, Defendant LUIGI
28

1 ZUCCONI harassed Plaintiff and eventually intentionally and maliciously terminated her in
2 retaliation for reporting the illegal conduct.

3
4 92. Based on the misconduct alleged in this Complaint, Plaintiff believes and alleges
5 that Plaintiff's termination was wrongful because it was in violation of the public policy of the
6 State of California in that Plaintiff's termination was based on Defendants' violations of the
7 above-mentioned laws.

8
9 93. In terminating Plaintiff for these reasons and under the circumstances alleged
10 herein, Defendants' discharge of Plaintiff violated the public policy of the State of California, as
11 expressed in provisions of the above-mentioned laws.

12 94. As a direct, foreseeable, and proximate result of Defendants' wrongful
13 termination of Plaintiff in violation of the public policy of the State of California, Plaintiff
14 sustained damages in the form of lost and continued loss of income and benefits, loss of
15 professional advancement and reputation, and has suffered and continues to suffer humiliation,
16 embarrassment, depression, mental and emotional distress, and discomfort all to Plaintiff's
17 damage in an amount to be proven at trial, but in excess of the jurisdictional amount.

18
19 95. In doing the things herein alleged, Defendants are guilty of oppression, fraud and
20 malice, and, insofar as the things alleged were attributable to employees of Defendants, said
21 employees were employed by Defendants with advance knowledge of the unfitness of the
22 employees and they were employed with a conscious disregard for the rights of others; or
23 Defendants authorized or ratified the wrongful conduct; or there was advance knowledge,
24 conscious disregard, authorization, ratification or act of oppression, fraud or malice on the part of
25 an officer, director or managing agent of defendants all entitling Plaintiff to the recovery of
26 exemplary and punitive damages, as alleged above.
27
28

1 **PRAYER FOR RELIEF**

2 **WHEREFORE**, Plaintiff prays for judgment against Defendants, as follows:

- 3 1. For compensatory damages, including but not limited to, those pursuant to Labor Code
4 §§ 200, 201, 203, 218, 221, 222, 223, 224, 225.5, 226, 226.3, 226.7, 246, 350-356, 500, 510,
5 512, 558, 558.1, 98.6, 1102.5, 1174, 1174.5, 1194, 1194.2, 1194.3, 1197.1, 1198, 1198.5, 1770-
6 1781, 2802, 2699, et seq., California Wage Orders, FEHA, and other statutes and laws;
- 7 2. For special damages according to proof;
- 8 3. For general damages according to proof;
- 9 4. For pre-judgment interest pursuant to all applicable statutes including but not limited to,
10 Labor Code §§218.6, et seq., loss of earnings damages, and pursuant to Civil Code §§ 3287(b)
11 and 3289;
- 12 5. For penalties pursuant to Labor Code §§ 203, 225.5, 226, 226(f) and 1198.5, 226.3,
13 226.7, 246, 350-356, 98.6, 1102.5, 512, 558, 558.1, 1174.5, 1194.2, 1197.1, 2802, civil penalties
14 pursuant to section 2699, et seq., 1102.5, and other statutes and laws;
- 15 6. For all damages available pursuant to all applicable sections of the Labor Code;
- 16 7. For injunctive relief pursuant to Labor Code §226(h);
- 17 8. For an award of reasonable attorneys' fees and costs;
- 18 9. For restitution of all monies due to Plaintiff and disgorged profits from the unlawful
19 business practices of Defendants;
- 20 10. For all remedies available pursuant to Business and Professions Code section 17200 et
21 seq.;
- 22 11. For punitive and exemplary damages;
- 23 12. For all other appropriate injunctive, declaratory and equitable relief;
- 24 13. For interest to the extent permitted by law; and
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14. For such other and further relief as the Court may deem proper.

Dated: August 7, 2023



Rodolfo Ruiz-Velasco, Esq.
Attorneys for Plaintiff,
Nydia S. Fregoso

EXHIBIT 1

RUIZ-VELASCO LAW FIRM

March 24, 2023

Via Electronic Submission

California Labor & Workforce Development Agency
Attn. PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

By Certified Mail

Mr. Luigi Zucconi
Summit Commercial Cleaning Services, Inc.
9235 Activity Rd Ste 110
San Diego, CA 92126

Re: **Fregoso v. Summit Commercial Cleaning Services, Inc., et al.**

To Whom It May Concern:

We represent Nydia Fregoso individually and on behalf of all other individuals (collectively "Plaintiffs") who are either former or current employees of Summit Commercial Cleaning Services, Inc., and its owner, officer, and managing agent Luigi Zucconi (collectively "Defendants"). Pursuant to Labor Code section 2699.3, this letter constitutes written notice of Defendant's Labor Code violations and of our client's intent to recover statutory penalties under the Labor Code Private Attorney General Act of 2004. A copy of this letter is also being sent to Defendants via certified mail pursuant to Labor Code section 2699.3.

Plaintiffs were employed by Defendants as office workers and day porters/janitors for Defendants. Defendants fail to pay Plaintiffs for all hours worked, only paying them for regular hours worked or hours that are billed to Defendants' customers, but not for overtime hours. Further, Defendants require Plaintiffs to attend weekly meetings after their 8 hour shifts but does not pay Plaintiffs for these weekly meetings. In addition, Defendants require Plaintiffs to work through meal periods but still deducts their pay for the meal periods. All of these actions cause minimum wage and overtime wage violations.

Further, Defendants fail to fully relieve Plaintiffs from meal and rest periods and regularly require Plaintiffs to work through their meal and rest periods but fail to pay them any premiums for their on-duty meal and rest periods. Specifically, Plaintiffs are not fully relieved of their duties during their meal and rest periods because Defendants

require them to work through their meal and rest periods, and even if they were allowed, they are not able to because they would not be able to complete their required tasks. As a result, Plaintiffs are owed meal and rest period premium wages, plus interest and penalties.

Defendants have failed to provide paycheck statements with all accurate wages earned and with all accurate meal and rest period premium gross wages earned as required by Labor Code Section 226.

Plaintiffs were not paid all of their wages and premium wages owed at the time of their separation of work in violation of LC §§ 203 and 204.

Defendants have required Plaintiffs to use their personal vehicles in performance of their duties, however, they did not reimburse Plaintiffs for said expenditures in violation of LC §2802.

Defendants also terminated and retaliated against Ms. Fregoso because Ms. Fregoso reported to Defendant Mr. Zucconi that she received a Mexican consular ID in a hiring packet and that this was not proper work authorization identification and that the employees' social security numbers were not matching with payroll and that this could be in violation of immigration and IRS laws, and that workers must be authorized to work in the USA. Defendant Mr. Zucconi became very angry with her after this comment and said: "I don't care that they are fake, I am not Homeland Security and I don't care if they are real documents or not. I know that half of my employees are pollos and dogs!" Ms. Fregoso also reported to Defendant Mr. Zucconi and her supervisors that the day porter/janitorial employees were not getting paid for all hours worked, and he told her in an angry manner that she should not be "retro-ing" the employees' pay and instructed her to process payroll with the work schedules, not with the employees' time sheets when the time worked went over the time billed to his clients, such as Irvine Company, even if the employees complained about not getting paid. This especially happened when the employees worked overtime.

Defendant Mr. Zucconi eventually terminated Ms. Fregoso in retaliation for her reporting the above illegal actions committed by him and because she refused to submit to his unwanted sexual and lewd comments and advances. Defendant Mr. Zucconi's conduct was despicable, has caused great harm to Ms. Fregoso, and is in violation of Labor Code §§ 98.6 and 1102.5, FEHA, and *Tameny v. Atlantic Richfield Co.* (1980) 27 Cal.3d 167, 172. Therefore, my client is entitled to penalties, general, special, and punitive damages, and fees and costs.

Luigi Zucconi, as the owner, officer, director, and/or managing agent of Summit Commercial Cleaning Services, Inc. is jointly and severally liable for the above violations pursuant to LC Sections 558, 558.1, 98.6, 1102.5, 1197.1, and others.

The payment of a less wage than the California minimum wage and minimum wage violations, including failure to pay split shift premiums, are unlawful pursuant to Labor Code Sections 1197, 1197.1, 1194, 558, 558.1. Overtime compensation is statutorily required by California Labor Code Section 510, 558, 558.1. Meal and rest periods are required pursuant to Labor Code section 226.7 and 512, 558, 558.1. Failure to reimburse for expenses incurred in the course of one's employment is a violation of Labor Code Section 2802, et seq. Accurate wage statements must be timely given to employees pursuant to Labor Code section 226. Illegal deductions are in violation of LC Sections 220, 221, 222, 223, 224, et seq. Failure to pay sick pay wages is a violation of LC 246. Failure to pay vacation pay is a violation of LC 227, 227.3. Defendants' misclassification of Plaintiffs is a violation of LC 226.8. Retaliation and threats for requesting his or her rights and reporting illegal behavior is a violation of Labor Code Sections 98.6, 1102.5, among other laws and statutes. Defendants' employment practices implicate violations of numerous other Labor Code sections, including but not limited to the following: Labor Code §§ 98.6, 201, 202, 203, 204, 220, 221, 222, 223, 224, 225.5, 226, 226.3, 226.7, 227.3, 350-356, 510, 512, 558, 558.1, 1102.5, 1194, 1194.2, 1197.1, 2802, et seq., and 2698, et seq.

Accordingly, Plaintiffs respectfully request that the Labor & Workforce Development Agency ("LWDA") initiate an enforcement action with respect to the aforementioned violations. If the LWDA declines to pursue enforcement, Plaintiffs will pursue these claims for statutory penalties on behalf of themselves and all other current and former employees. If you have any questions or concerns regarding the above, do not hesitate to contact us.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Rodolfo Ruiz-Velasco', with a stylized, cursive script.

Rodolfo Ruiz-Velasco, Esq.

EXHIBIT 2



Civil Rights Department

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
800-884-1684 (voice) | 800-700-2320 (TTY) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

August 7, 2023

RE: Notice of Filing of Discrimination Complaint

CRD Matter Number: 202308-21540307

Right to Sue: Fregoso / Summit Commercial Cleaning Services, Inc. et al.

To All Respondent(s):

Enclosed is a copy of a complaint of discrimination that has been filed with the Civil Rights Department (CRD) in accordance with Government Code section 12960. This constitutes service of the complaint pursuant to Government Code section 12962. The complainant has requested an authorization to file a lawsuit. A copy of the Notice of Case Closure and Right to Sue is enclosed for your records.

Please refer to the attached complaint for a list of all respondent(s) and their contact information.

No response to CRD is requested or required.

Sincerely,

Civil Rights Department



Civil Rights Department

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
800-884-1684 (voice) | 800-700-2320 (TTY) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

August 7, 2023

Nydia Fregoso
c/o 600 W Broadway Suite 700
San Diego,

RE: **Notice of Case Closure and Right to Sue**
CRD Matter Number: 202308-21540307
Right to Sue: Fregoso / Summit Commercial Cleaning Services, Inc. et al.

Dear Nydia Fregoso:

This letter informs you that the above-referenced complaint filed with the Civil Rights Department (CRD) has been closed effective August 7, 2023 because an immediate Right to Sue notice was requested.

This letter is also your Right to Sue notice. According to Government Code section 12965, subdivision (b), a civil action may be brought under the provisions of the Fair Employment and Housing Act against the person, employer, labor organization or employment agency named in the above-referenced complaint. The civil action must be filed within one year from the date of this letter.

To obtain a federal Right to Sue notice, you must contact the U.S. Equal Employment Opportunity Commission (EEOC) to file a complaint within 30 days of receipt of this CRD Notice of Case Closure or within 300 days of the alleged discriminatory act, whichever is earlier.

Sincerely,

Civil Rights Department

**COMPLAINT OF EMPLOYMENT DISCRIMINATION
BEFORE THE STATE OF CALIFORNIA
Civil Rights Department
Under the California Fair Employment and Housing Act
(Gov. Code, § 12900 et seq.)**

In the Matter of the Complaint of

Nydia Fregoso

CRD No. 202308-21540307

Complainant,

vs.

Summit Commercial Cleaning Services, Inc.
9235 Activity Rd Ste 110
San Diego, CA 92126

Luigi Zucconi
9235 Activity Rd Ste 110
San Diego, CA 92126

Respondents

1. Respondent **Summit Commercial Cleaning Services, Inc.** is an **employer** subject to suit under the California Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.).

2. Complainant is naming **Luigi Zucconi** individual as Co-Respondent(s).

3. Complainant **Nydia Fregoso**, resides in the City of **San Diego**, State of .

4. Complainant alleges that on or about **February 3, 2023**, respondent took the following adverse actions:

Complainant was harassed because of complainant's sex/gender, sexual harassment- hostile environment, sexual harassment- quid pro quo.

Complainant was discriminated against because of complainant's sex/gender, sexual harassment- hostile environment, sexual harassment- quid pro quo and as a result of the discrimination was terminated.

Complainant experienced retaliation because complainant reported or resisted any form of discrimination or harassment and as a result was terminated.

Additional Complaint Details: Respondent Zucconi made several unwanted inappropriate and lewd comments and advances of a sexual nature on Plaintiff. Plaintiff refused to submit to Respondent Zucconi's unwanted inappropriate and lewd comments and advances of a sexual nature. Plaintiff reported the comments and advances to her supervisor. She was retaliated against and terminated.