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*Attorneys for Plaintiffs WALTER REYES and BENJAMIN NAPOLES GUZMAN, individuals,
 SOLELY AS AGGRIEVED EMPLOYEE REPRESENTATIVES
 OF ALL SIMILARLY SITUATED CURRENT AND FORMER
 AGGRIEVED EMPLOYEES OF DEFENDANTS*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
 FOR THE COUNTY OF LOS ANGELES – STANLEY MOSK**

WALTER REYES and BENJAMIN
 NAPOLES GUZMAN, individuals, Solely as
 Aggrieved Employee Representatives on
 Behalf of All Similarly Situated Current and
 Former Aggrieved Employees of Defendants,

Plaintiffs,

vs.

ABM INDUSTRIES INCORPORATED, a
 Delaware Corporation; ABM INDUSTRY
 GROUPS, LLC, a Delaware Corporation;
 GCA SERVICES GROUP OF CALIFORNIA,
 INC., a California Corporation; and DOES 1
 through 10, inclusive,

Defendants.

Case No.: 23STCV22949

*[Assigned for All Purposes to the Hon.
 Rupert A. Byrdsong, Dept. 28]*

FIRST AMENDED

**PAGA REPRESENTATIVE
 COMPLAINT FOR:**

- 1. PENALTIES PURSUANT TO THE
 PRIVATE ATTORNEY GENERAL
 ACT [Cal. Lab. Code § 2698, et seq.];**

(JURY TRIAL DEMANDED)

COMES NOW Plaintiffs WALTER REYES and BENJAMIN NAPOLES GUZMAN, individuals over the age of 18 (“Plaintiff(s)” or “PLAINTIFF(S)”), and bringing this Action to challenge Defendants’ lucrative, repressive and unlawful business practices, pursuant to the California Private Attorney General Act, solely as aggrieved employee representatives on behalf of all similarly situated current and former aggrieved employees of Defendants ABM INDUSTRIES INCORPORATED, a Delaware Corporation (“Defendant” and/or “ABMINC”)¹; ABM INDUSTRY GROUPS, LLC, a Delaware Corporation (“Defendant” and/or “ABMLLC”); GCA SERVICES GROUP OF CALIFORNIA, INC., a California Corporation (“Defendant” and/or “GCA”); and DOES 1 through 10, inclusive, (hereinafter collectively referred to as “Defendants” or “DEFENDANTS”). Plaintiffs submit this First Amended PAGA Representative Complaint for Damages, by right pursuant to California Code of Civil Procedure section 472, and allege as follows:

JURISDICTION AND VENUE

1. The Superior Court of the State of California has jurisdiction in this matter because PLAINTIFFS were and are resident of the State of California, Defendants ABMINC, ABMLLC, GCA, and DOES 1 through 10, inclusive are qualified to do business in California and regularly conduct business in California. Further, no federal question is at issue because the claims are based solely on California law.

2. Venue is proper in this judicial district and the County of Los Angeles, California because DEFENDANTS employed numerous members of the AGGRIEVED EMPLOYEES who performed work for DEFENDANTS in the County of Los Angeles, DEFENDANTS maintain offices and facilities and transact business in the County of Los Angeles, specifically at 1150 South Olive St., Los Angeles, CA 90015, and DEFENDANTS’

¹ Plaintiff Walter Reyes originally named Defendant ABM Industries Incorporated (“ABMINC”) as the Defendant in the initially filed PAGA-only complaint in this action. Since then, it has been learned that the two actual employers of Plaintiffs Walter Reyes and newly added Benjamin Napoles Guzman, are newly added and named defendants GCA Services Group of California, Inc. (“GCA”) and newly added ABM Industry Groups, LLC (“ABMLLC”), respectively. Plaintiffs’ counsel plans that upon filing of this FAC it will file a request for dismissal, without prejudice with a supporting declaration, in a form consistent with the requirements of California Rules of Court, Rule 3.770, dismissing defendant ABMINC only from this action.

1 illegal payroll policies and practices, which are the subject of this action, were applied to the
2 AGGRIEVED EMPLOYEES, at least in part, in the County of Los Angeles.

3 3. The amount in controversy in this matter exceeds the sum of \$25,000.00,
4 exclusive of interest and costs. However, the amount in controversy for PLAINTIFF S
5 individually does not exceed the sum or value of seventy-five thousand dollars (\$75,000.00).
6 Moreover, the amount in controversy for the aggregate claims of PLAINTIFF S and the class
7 she seeks to represent is under Five Million Dollars (\$5,000,000.00), inclusive of attorneys'
8 fees, costs of litigation, penalties, and interest.

9 **PLAINTIFFS**

10 4. PLAINTIFF and aggrieved employee representative Walter Reyes is a resident
11 of the State of California who was employed by DEFENDANTS as a non-exempt employee at
12 times relevant to this First Amended Complaint. Aggrieved Employees, as used herein, is
13 defined in Labor Code §2699(a).

14 5. PLAINTIFF and aggrieved employee representative Benjamin Napoles Guzman
15 is a resident of the State of California who was employed by DEFENDANTS as a non-exempt
16 employee at times relevant to this First Amended Complaint. Aggrieved Employees, as used
17 herein, is defined in Labor Code §2699(a).

18 6. PLAINTIFFS, solely as aggrieved employee representatives on behalf of all
19 other similarly situated current and former aggrieved employees of DEFENDANTS who were
20 employed by DEFENDANTS at any time during the one (1) year preceding the filing of
21 Plaintiffs' original Private Attorneys General Act ("PAGA") Notice, and continuing while
22 this action is pending, brings this PAGA action to recover, among other things, penalties
23 pursuant to PAGA for labor code violations stemming from unpaid wages earned and due,
24 including but not limited to unpaid wages, unpaid and illegally calculated overtime
25 compensation, illegal meal and rest period policies, failure to maintain required records,
26 failure to provide accurate itemized wage statements, failure to indemnify employees for
27 losses incurred in discharging their duties, and interest, attorneys' fees, costs, and expenses
28 thereon.

7. Plaintiffs bring this action solely in the capacity of California State deputized aggrieved employee representatives for those similarly situated current and former employees of Defendants. Plaintiffs, by and through this complaint, do not purport to assert any individual causes of action, including individual actions for penalties pursuant to PAGA. Plaintiffs solely bring this action as State deputized aggrieved employee representatives, pursuant to PAGA.

DEFENDANTS

8. PLAINTIFFS are informed and believe, and thereon allege, that Defendant ABM INDUSTRIES INCORPORATED (“ABMINC”) is, and at all times relevant hereto was, a company authorized to do business in the State of California and doing business in the State of California. Specifically, upon information and belief, Defendant ABMINC conducts business in the County of Los Angeles, State of California.²

9. PLAINTIFFS are informed and believe, and thereon allege, that Defendant ABM INDUSTRY GROUP, LLC (“ABMLLC”) is, and at all times relevant hereto was, a company authorized to do business in the State of California and doing business in the State of California. Specifically, upon information and belief, Defendant ABMLLC conducts business in the County of Los Angeles, State of California.

10. PLAINTIFFS are informed and believe, and thereon allege, that Defendant GCA SERVICES OF CALIFORNIA, INC. (“GCA”) is, and at all times relevant hereto was, a company authorized to do business in the State of California and doing business in the State of California. Specifically, upon information and belief, Defendant GCA conducts business in the County of Los Angeles, State of California.

² Plaintiff Walter Reyes originally named Defendant ABM Industries Incorporated (“ABMINC”) as the Defendant in the initially filed PAGA-only complaint in this action. Since then, it has been learned that the two actual employers of Plaintiffs Walter Reyes and newly added Benjamin Napoles Guzman, are newly added and named defendants GCA Services Group of California, Inc. (“GCA”) and newly added ABM Industry Groups, LLC (“ABMLLC”), respectively. Plaintiffs’ counsel plans that upon filing of this FAC it will file a request for dismissal, without prejudice with a supporting declaration, in a form consistent with the requirements of California Rules of Court, Rule 3.770, dismissing defendant ABMINC only from this action.

1 11. The true names and capacities of DOES 1 through 10, inclusive, are unknown to
2 PLAINTIFFS at this time, and PLAINTIFFS therefore sue such DOE DEFENDANTS under
3 fictitious names. PLAINTIFFS are informed and believe, and thereon allege, that each Defendant
4 designated as a DOE is in some manner responsible for the occurrences alleged herein, and that
5 PLAINTIFFS and Aggrieved Employees' injuries and damages, as alleged herein, were
6 proximately caused by the conduct of such DOE DEFENDANTS. PLAINTIFFS will seek leave
7 of the court to amend this complaint to allege the true names and capacities of such DOE
8 DEFENDANTS when ascertained.

9 12. At all relevant times herein, DEFENDANTS were the joint employers of
10 PLAINTIFFS and the Aggrieved Employees. PLAINTIFFS are informed and believe, and thereon
11 allege, that at all times material to this complaint DEFENDANTS, as categorized above, were the
12 alter egos, divisions, affiliates, integrated enterprises, joint employers, subsidiaries, parents,
13 principals, related entities, co-conspirators, authorized agents, partners, joint venturers, and/or
14 guarantors, actual or ostensible, of each other. Each DEFENDANT, as categorized above, was
15 completely dominated by his, her or its co-DEFENDANT, and each was the alter ego of the other.

16 13. At all relevant times herein, PLAINTIFFS and AGGRIEVED EMPLOYEES were
17 employed by DEFENDANTS under employment agreements that were partly written, partly oral,
18 and partly implied. In perpetrating the acts and omissions alleged herein, DEFENDANTS, and
19 each of them, acted pursuant to, and in furtherance of, their policies and practices of not paying
20 PLAINTIFFS and AGGRIEVED EMPLOYEES all wages earned and due, through methods and
21 schemes which include, but are not limited to, failing to pay overtime premiums; failing to provide
22 rest and meal periods; failing to properly maintain records; failing to provide accurate itemized
23 statements for each pay period; and requiring, permitting or suffering PLAINTIFFS and
24 AGGRIEVED EMPLOYEES to work off the clock, in violation of the California Labor Code and
25 the applicable IWC Wage Order.
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27 14. PLAINTIFFS are informed and believe, and thereon allege, that each and every one
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1 of the acts and omissions alleged herein was performed by, and/or attributable to, all
 2 DEFENDANTS, each acting as agents and/or employees, and/or under the direction and control
 3 of, each of the other DEFENDANTS, and that said acts and failures to act were within the course
 4 and scope of said agency, employment and/or direction and control.

5 15. As a direct and proximate result of the unlawful actions of DEFENDANTS,
 6 PLAINTIFFS and Aggrieved Employees have suffered, and continue to suffer, from loss of
 7 earnings in amounts as yet unascertained, but subject to proof at trial, and within the jurisdiction of
 8 this Court.

9 COMMON FACTS

10 16. Defendants own and operate janitorial and housekeeping companies providing
 11 janitorial and housekeeping services to various companies throughout California and the
 12 United States. Defendants' business is open to and serving the general public; thus,
 13 Defendants are subject to California Industrial Welfare Commission Wage Order 5, which is
 14 applicable to the Public Housekeeping Industry, and generally applicable 8 Cal. Code Reg.
 15 §111010.

16 17. Plaintiffs are informed and believe, and thereupon allege, that during the year
 17 prior to the original filing and service of the PAGA Notice in this Action, not fewer than 500
 18 individual non-exempt janitorial and housekeeping workers falling under the Private Attorney
 19 General Act's class actions authority (hereinafter referred to as "All Non-Exempt Janitorial
 20 Workers" or "Aggrieved Employees") were employed by Defendants as All Non-Exempt
 21 Janitorial Workers including at various locations throughout the State of California, and who
 22 are not subject to the Private Attorney General Janitorial Exception set forth in California
 23 Labor Code section 2699.8, at any time commencing from June 15, 2022 through the date of
 24 final disposition in this Action. .

25 18. While employed as non-exempt Janitorial workers, Plaintiff and the Aggrieved
 26 Employees routinely worked periods of four (4) hours or more, twice per work day, without
 27 receiving two (2) full, uninterrupted, ten (10) minute rest break periods per every four (4)
 28

1 hours worked, in violation of California Industrial Commission's Order 5.

2 19. Defendants did not provide Plaintiffs and the Aggrieved Employees, All Non-
3 Exempt Janitorial Workers, a full and uninterrupted thirty (30) minute meal period for every
4 five hours worked. Defendants did not obtain written meal period and/or rest period waivers
5 signed by Plaintiffs and Plaintiff Aggrieved Employees for days where meal periods and rest
6 periods were missed by Plaintiffs and Aggrieved Employees. Moreover, Plaintiffs and
7 Aggrieved Employees were not compensated for missed, late, shortened, or interrupted meal
8 and rest periods in compliance with applicable California laws and regulations. The
9 allegations complained of in this paragraph place Defendants in clear violation of the
10 California Industrial Welfare Commission Wage Order 5 and applicable Labor Codes.

11 20. All Non-Exempt Janitorial Workers at Defendant's various facilities located in
12 California were hired to work exclusively for five (5) to eight (8) hours or more, cleaning,
13 repairing, restocking, sanitizing, opening, and closing, all while not being compensated for all
14 hours worked and without being permitted to take their full uninterrupted meal and rest
15 breaks.

16 21. Plaintiffs and All Non-Exempt Janitorial Workers were required to purchase
17 their own work materials, including but not limited to uniforms, shoes, pens and note pads,
18 cleaning supplies, and gas for travel, and were never compensated properly by Defendants for
19 such necessary work items. All of the acts alleged in this paragraph place Defendant in
20 violation of California Indemnification and Reimbursement statutes. (Cal. Lab. Code §2802.)

21 22. Plaintiffs are informed and believe, and thereupon allege, that throughout the
22 period covered by this action, the Defendants designed and implemented a scheme that
23 required the All Non-Exempt Janitorial Workers, including Plaintiffs, to work long hours to
24 accommodate the janitorial needs of Defendants' clients, whereby the All Non-Exempt
25 Janitorial Workers, including Plaintiff, were discouraged from taking and/or denied meal and
26 rest period breaks when the serviced facilities were extremely busy and had to process large
27 janitorial orders/services.

28 23. Plaintiffs are informed and believe, and thereupon allege, that throughout the

period covered by this action, they often worked before and after their scheduled shifts in order to accommodate assigned janitorial services, or to prepare for and/or complete their daily work requirements. Moreover, Plaintiffs allege that the hours they were required to work before and after their scheduled shifts ended, in order to finish large work orders, were not accurately recorded or compensated.

24. Plaintiffs are further informed and believe, and thereupon allege, that the time they and the Aggrieved Employees worked before and after their scheduled shifts, in order to finish large work orders or accommodate substantial janitorial services requested and/or required by Defendants' clients, were not accurately reported on their wage statements. This caused Plaintiffs to be unable to properly account for the true and accurate compensation owed for work performed by Plaintiffs and Aggrieved Employees of Defendants.

25. Plaintiff brings this action on behalf of "All Non-Exempt Janitorial Workers," or "Aggrieved Employees" of Defendants, as specifically defined in Paragraph 45 herein.

P.A.G.A. REPRESENTATIVE ALLEGATIONS

26. Plaintiffs bring the below cause of action as deputies of the State of California, on behalf of All Aggrieved Employees, for relief pursuant to the Private Attorneys General Act ("PAGA").

REST PERIODS

27. While employed as All Non-Exempt Janitorial Workers, Plaintiffs and the Aggrieved Employees routinely worked periods of four (4) hours or more, twice per workday, without receiving a rest break. The California Industrial Welfare Commission Wage Order 5 provides, in pertinent part, that:

Every employer shall authorize and permit employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof.

28. Defendants' practice of requiring employees to work for four (4) hours or more

1 without a rest period is in violation of the Industrial Welfare Commission's Wage Orders, the
 2 California Labor Code and relevant laws, rules, orders, requirements and regulations of the
 3 State of California.

4 29. Defendants required and permitted their employees to work without the rest
 5 periods provided by California Labor Law for the period commencing one (1) year prior to
 6 service and submission of Plaintiff's June 15, 2023 PAGA Notice. Plaintiff and the aggrieved
 7 employees are entitled to penalties for all break periods of which they were deprived during
 8 the class period, plus all applicable penalties, for each day a rest period was either missed,
 9 interrupted, cut short, or given after four (4) hours worked, as prescribed by the applicable
 10 Wage Orders and other California laws and regulations.

11 **MEAL PERIODS**

12 30. California Industrial Welfare Commission Wage Order 5, at Paragraph 11,
 13 provides as follows:

14 “(A) No employer shall employ any person for a work period of more
 15 than five (5) hours without a meal period of not less than 30 minutes,
 16 except that when a work period of not more than six (6) hours will
 17 complete the day's work the meal period may be waived by mutual
 18 consent of the employer and employees.

19 31. Defendants did not provide its All Non-Exempt Janitorial Workers, including
 20 Plaintiffs and Aggrieved Employees, a full and uninterrupted thirty (30) minute meal period
 21 for every five (5) hours worked. Additionally, Defendants never sought nor obtained
 22 voluntarily executed written waivers prior to depriving All Non-Exempt Janitorial Workers of
 23 their meal breaks due under the various California laws. Defendants suffered and permitted
 24 their employees to work without the meal periods prescribed by California Labor Law for at
 25 least one (1) year prior to the submission and service of Plaintiffs' June 15, 2023 PAGA
 26 Notice. Plaintiffs and the aggrieved employees are entitled all applicable penalties for all
 27 meal periods of which they were deprived during the class period for each day a meal period
 28 was either missed, interrupted, cut short, or given after five (5) hours worked, as prescribed

1 by the applicable Wage Orders and other California laws and regulations.

2 **FAILURE TO PAY WAGES OWED**

3 32. While employed as All Non-Exempt Janitorial Workers, Plaintiffs and the
4 Aggrieved Employees routinely worked periods of time before and after their scheduled
5 workdays.

6 33. California Labor Code §204 provides that all wages, other than those mentioned
7 in 201, 201.3, 202, 204.1, and 204.2, earned by any person in any employment are due and
8 payable twice during each calendar month, on days designated in advance by the employer as
9 the regular paydays.

10 34. Furthermore, California Industrial Welfare Commission Wage Order 5
11 provides, in pertinent part, that:

12 “Every employer shall pay to each employee, on the established
13 payday for the period involved, not less than the applicable minimum
14 wage for all hours worked in the payroll period...”

15 35. While employed as All Non-Exempt Janitorial Workers, Plaintiffs and the
16 Aggrieved Employees were caused to not receive their full pay for all work compensated, due
17 to the acts and omissions of Defendants. These acts and omissions in turn caused Plaintiffs
18 and Aggrieved Employees to not receive an amount equal to minimum wage for all hours
19 worked, in accordance with California Industrial Welfare Commission Wage Order 5.

20 36. Plaintiffs and the Aggrieved Employees are entitled penalties for Defendants’
21 failure to pay all wages owed.

22 **FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS**

23 37. While employed as All Non-Exempt Janitorial Workers, Plaintiffs and the
24 Aggrieved Employees routinely worked periods of time before and after their scheduled
25 workdays, which were not accurately accounted for on their wage statements.

26 38. Under California Labor Code §226 and California Industrial Welfare
27 Commission Wage Order 5, Defendants were obligated to keep an accurate record of the
28 hours of labor worked by Plaintiffs and Aggrieved Employees and to prepare and submit to

1 Plaintiffs and Aggrieved Employees with each payment of wages an itemized statement
2 accurately showing the total hours worked by Plaintiffs and Aggrieved Employees.

3 39. Defendants, and each of them, failed to keep precise records of Plaintiffs' and
4 Aggrieved Employees' hours worked, and further failed to provide accurate itemized wage
5 statements with each payment of wages to Plaintiffs and Aggrieved Employees as required by
6 law. Instead, Defendants issued untimely, false, incorrect, fraudulent, and/or no wage
7 statements to its employees including, without limitation, Plaintiffs and Aggrieved
8 Employees. Moreover, this failure to properly pay Plaintiffs and provide them with complete
9 and accurate payroll paychecks prevented Plaintiffs and Aggrieved Employees from
10 accurately accounting for actual hours worked versus compensation provided.

11 40. Further, Defendants failed to properly list and include the items legally required
12 to be set forth on Plaintiff and Aggrieved Employee wage statements, providing facial
13 violations of Labor Code section 226, in addition to those derivative failures outlined herein,
14 all of which lead to penalties due to Plaintiff and Aggrieved employees pursuant to PAGA.

15 **FAILURE TO INDEMNIFY**

16 41. While employed as All Non-Exempt Janitorial Workers, Plaintiffs and the
17 Aggrieved Employees routinely purchased materials and items that were necessary and
18 required to carry out and complete their work duties as required by Defendant.

19 42. California Labor Code §2802 provides that:

20 “(a) An employer shall indemnify his or her employee for all necessary
21 expenditures or losses incurred by the employee in direct consequence of the
22 discharge of his or her duties, or of his or her obedience to the directions of
23 the employer, even though unlawful, unless the employee, at the time of
24 obeying the directions, believed them to be unlawful.

25 43. While employed as All Non-Exempt Janitorial Workers, Plaintiffs and the
26 Aggrieved Employees were required to purchase materials and items necessary to complete
27 the work as required by Defendants. These items include, but are not limited to, uniforms,
28 shoes, pens, cleaning supplies, and gas for travel. Further, Plaintiffs and Aggrieved

1 Employees were never compensated/indemnified properly by Defendants for such necessary
2 work items.

3 44. Plaintiffs and the Aggrieved Employees are entitled to penalties pursuant to
4 PAGA for each of Defendants' failures to properly reimburse for all monies expended on
5 items necessary for the completion of their work duties as required by Defendants.

6 **AGGRIEVED EMPLOYEE CLASS DEFINED**

7 45. "Aggrieve Employee" or "All Non-Exempt Janitorial Workers", as used herein,
8 is defined as: All Non-Exempt Current and Former Employees of Defendants, assigned to
9 work at any of Defendants' California locations, who are not subject to the Private Attorney
10 General Janitorial Exception set forth in California Labor Code section 2699.8, at any time
11 commencing from June 15, 2022 through the date of final disposition in this Action.

12 **FIRST CAUSE OF ACTION**

13 PRIVATE ATTORNEYS GENERAL ACT [Cal. Labor Code §§2698, et seq.]

14 (By Plaintiffs and Aggrieved Employees Against All Defendants)

15 46. Plaintiffs reallege and incorporate by reference each and every allegation
16 contained in each and every aforementioned paragraph as though fully set forth herein.

17 47. Plaintiffs and Aggrieved Employees are aggrieved employees, as defined in
18 Labor Code §2699(a). Plaintiffs bring this cause of action on behalf of the class of Aggrieved
19 Employees, as defined herein, as affected by the labor law violations alleged in this
20 Complaint.

21 48. Plaintiffs allege that all of the acts and violations complained of herein were
22 suffered by themselves and Aggrieved Employees, and were done so directly through, or as a
23 result of, the Defendants' act and/or omissions. Plaintiff is informed and believe, and based
24 thereupon alleges, that all of the labor code violations complained of herein were suffered by
25 All Non-Exempt Janitorial Workers; therefore, Defendants are liable for penalties complained
26 of herein to All Non-Exempt Janitorial Workers, including Plaintiffs.

27 49. Defendants committed the following violations of the California Labor Code
28 against Plaintiff and Aggrieved Employees, and, on information and belief, against other

1 current or former employees while they were employed by Defendants:

- 2 a. Defendants violated Labor Code § 204 by failing to pay all wages due to
- 3 Plaintiff and Aggrieved Employees on a bi-weekly basis, in compliance with
- 4 those provisions;
- 5 b. Defendants violated Labor Code § 226 by failing to provide accurate itemized
- 6 wage statements to Plaintiff and Aggrieved Employees;
- 7 c. Defendants violated Labor Code § 226.7 and provisions of the Industrial
- 8 Welfare Commission Wage Order 5-2001 by failing to provide mandatory meal
- 9 periods and rest periods to Plaintiff and Aggrieved Employees;
- 10 d. Defendants violated Labor Code § 1182, et sq. and § 1198 and provisions of
- 11 Industrial Welfare Commission Wage Order 5-2001 by failing to pay Plaintiff
- 12 and Aggrieved Employees all wages due for all hours worked, and by failing to
- 13 keep accurate information with respect to hours worked, including the actual
- 14 beginning and ending of each work period and meal period;
- 15 e. Defendants violated Labor Code § 2802 when they failed, and continue to fail
- 16 to, reimburse and indemnify Plaintiffs and Plaintiff Aggrieved Employees for
- 17 items purchased by Plaintiff and Plaintiff Aggrieved Employees required to
- 18 complete their duties as required by Defendants; and

19 50. On June 15, 2023, the original notice was sent to Defendants and the Labor and
 20 Workforce Development Agency (hereinafter “LWDA”) via Certified First Class USPS Mail,
 21 notifying them of the specific violations and the facts and theories supporting those
 22 violations. On or about November 6, 2023, Plaintiffs submitted a third amended complaint to
 23 the LWDA adding ABMLLC and GCA as named employers in violation of PAGA, and
 24 served all Defendants named herein with the same. More than Sixty-Five (65) days has
 25 passed between the date the third amended notice was submitted with the LWDA and served
 26 on all named Defendants herein, and the filing of this Amended Complaint in this matter.

27 51. Pursuant to Labor Code §2699(a), Plaintiffs and Aggrieved Employees seek to
 28 recover civil penalties pursuant to PAGA, and as otherwise provided by statute, for which

1 Defendants are liable as a result of their violations of the following Labor Code sections, in
2 an amount to be proven at trial: Labor Code §§ 201, 202, 203 and 204, Labor Code § 210;
3 Labor Code § 226 and provisions of the applicable Industrial Wage Order, Labor Code §
4 226.3; Labor Code § 226.7, 558, and provisions of the applicable Industrial Wage Orders; all
5 in amounts to be proven at trial.

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27 **PRAYER FOR RELIEF**

28 WHEREFORE, Plaintiff and Aggrieved Employees pray for judgment against

1 Defendants, and each of them, as follows:

- 2 1. For civil penalties on behalf of All Similarly Situated Aggrieved Employees,
3 pursuant to California Labor Code §§ 2699, *et seq.*;
- 4 2. For attorneys' fees pursuant to Labor Code §§ 2699, *et seq.*, and all other
5 provisions of law authorizing an award of attorney's fees;
- 6 3. For the costs of suit herein incurred;
- 7 4. For interest on the amount of compensation and penalties due, according to proof;
8 and
- 9 5. For such other and further relief as this Court may deem proper.

10
11 DATED: January 19, 2024

Respectfully Submitted,

12 **SOLOUKI | SAVOY, LLP**

13
14 /s/ Grant Joseph Savoy.
15 GRANT JOSEPH SAVOY, Esq.
16 SHOHAM J. SOLOUKI, Esq.
17 Attorneys for Plaintiffs WALTER
18 REYES, BENJAMIN NAPOLES
19 GUZMAN and All Similarly Situated
20 Current and Former Aggrieved
21 Employees

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DEMAND FOR JURY TRIAL

27 Plaintiff hereby demands trial by jury on all issues so triable in the Complaint.
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DATED: January 19, 2024

Respectfully Submitted,

SOLOUKI | SAVOY, LLP

/s/ Grant Joseph Savoy.
GRANT JOSEPH SAVOY, Esq.
SHOHAM J. SOLOUKI, Esq.
*Attorneys for Plaintiffs WALTER
REYES, BENJAMIN NAPOLES
GUZMAN and All Similarly Situated
Current and Former Aggrieved
Employees*