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10 Attorneys for: Plaintiff EDGAR MENDEZ, individually and on behalf of other
11 similarly aggrieved employees

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

14 EDGAR MENDEZ, individually and on behalf
15 of other similarly aggrieved employees,

16 Plaintiffs,

17 v.

18 ABM INDUSTRIES INCORPORATED, an
19 active Delaware Corporation; FIRST
20 STAFFING GROUP L.L.C., an active
21 California Limited Liability Company; ABM
22 INDUSTRY GROUPS, LLC, an active
23 Delaware Limited Liability Company; and
24 DOES 1 through 25,

25 Defendants.

Case No.: 23STCV11446

Assigned to: Hon. Stuart M. Rice
Department: SS-1
Complaint Filed: May 19, 2023

**SECOND AMENDED COMPLAINT
– INDIVIDUAL AND
REPRESENTATIVE ACTION**

1. Failure to Provide Meal Periods;
2. Failure to Provide Paid Rest Periods;
3. Failure to Pay Wages;
4. Failure to Pay Reporting Time Wages;
5. Failure to Timely Pay Wages at Termination/Separation;
6. Failure to Provide Accurate Wage Statements;
7. Violation of Unfair Business Practices Act – Bus. & Prof. Code §§ 17200, *et seq.*; and

Plaintiff EDGAR MENDEZ ("Plaintiff"), on behalf of himself and all others similarly aggrieved, based on information and belief, complains and alleges:

I.

INTRODUCTION

1. This individual and representative action lawsuit arises out of the failure of Defendant ABM INDUSTRIES INCORPORATED, Defendant FIRST STAFFING GROUP L.L.C., and Defendant ABM INDUSTRY GROUPS, LLC (referred here as "Defendants") to provide meal periods at the proper intervals, to provide rest periods at the proper intervals, to pay all wages owed including overtime, to pay reporting time wages, to provide accurate and legally compliant wage statements, and to pay all wages owed to terminated or separated employees in a timely manner.
2. Defendants employed Plaintiff during the applicable time period, utilizing consistent policies and procedures in violation of Labor Code §200, et seq., Labor Code §500, et seq., Labor Code §1194, et seq., Labor Code §1197, et seq., and the applicable Wage Orders issued by the California Industrial Welfare Commission.
3. Defendant First Staffing Group L.L.C. and Defendant Employer's Outsourcing L.L.C. are staffing agencies and Defendant ABM Industries Incorporated is engaged in the business of facility services and management. Plaintiff Mendez was hired by the staffing agency Defendants on or about December 2021 and was placed for work with Defendant ABM Industries Incorporated. At all times during his employment, Plaintiff had a non-exempt classification. Plaintiff was working at the "Crypto.com Arena," formerly known as the "Staples Center," located at 1111 South Figueroa Street in Los Angeles, California 90015, as well

1 as "Dodger Stadium" located at 1000 Vin Scully Drive in Los Angeles,
2 California, 90012, which were facilities serviced by Defendants.

- 3 4. At the time of his termination, Plaintiff was not paid all his wages.
- 4 5. Plaintiff was also deprived of lawful meal and rest periods, not paid all wages
5 including overtime he was entitled to, and failed to receive accurate and legally
6 compliant itemized wage statements. Plaintiff was also not paid any reporting
7 time wages to the extent he reported to work but was turned away by
8 Defendants.
- 9 6. Defendants had a consistent policy of not paying wages for all hours worked,
10 including overtime wages as applicable. This includes due to work off-the-clock
11 and non-provision of net thirty (30) minute meal breaks.
- 12 7. Defendants had a consistent policy of requiring their employees, including
13 Plaintiff, to work through meal periods or work without a meal period for at
14 least five (5) hours of a shift and failing to pay such employees one (1) hour of
15 pay at the employees' regular rate of compensation for each workday that the
16 meal period was not provided or as required by California state wage and hour
17 laws.
- 18 8. Defendants had a consistent policy of failing to allow their employees,
19 including Plaintiff, rest periods for at least ten (10) minutes per four (4) hours,
20 or a major fraction, worked, and failing to pay such employees one (1) hour of
21 pay at their regular rate of compensation for each workday that the rest period
22 is not provided, or other compensation, as required by California state and
23 wage and hour laws.
- 24 9. Defendants had a consistent policy of failing to pay reporting time wages to
25 employees who were required to report to work for usual or scheduled shifts
26 but were not put to work or were furnished with less than said employees'
27 usual or scheduled shifts.
- 28 10. Defendants knowingly provided inaccurate wage statements to their

employees, including Plaintiff, that did not correctly include the correct wages, including compensation for meal periods not provided and rest period not authorized or permitted as required by California state wage and hour laws.

11. Defendants had a consistent policy of failing to pay their employees, including Plaintiff, all wages due at the termination or separation, in violation of California state wage and hour laws.

12. Plaintiff, on behalf of himself and all Class Members, brings this action pursuant to Lab. Code §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 1194, 1194.2, 1197, and Wage Order 5 seeking unpaid wages, penalties, equitable relief, and reasonable attorneys' fees and costs.

13. Plaintiff, on behalf of himself, also brings this action pursuant to Bus. & Prof. Code §§ 17200, *et seq.*, seeking injunctive relief, restitution, and disgorgement of all benefits obtained by Defendants as a result of Labor Code and applicable Wage Order violations.

14. Plaintiff, on behalf of the State of California, himself, and other similarly aggrieved employees, also brings this action pursuant to California Private Attorney General Act ("PAGA"), Cal. Lab. Code §2698, *et seq.* seeking unpaid wages and other compensation, penalties, and reasonable attorneys' fees and costs.

II.

JURISDICTION AND VENUE

15. Venue as to each defendant is proper in this judicial district, pursuant to Code of Civil Procedure § 395. The County of Los Angeles is the proper venue, because work for Defendants was performed by Plaintiff and other class members in the County of Los Angeles and the legal obligations owed by Defendants to Plaintiff and other class members were breached in the County of Los Angeles.

1 16. The California Superior Court has jurisdiction in this matter, because Plaintiff is
2 a resident of California, Defendants are qualified to do business in California,
3 and regularly conduct business in California.

4 **III.**

5 **THE PARTIES**

6 17. Plaintiff EDGAR MENDEZ is a resident of the State of California, and was
7 employed by Defendants in Los Angeles County from on or about December
8 2021.

9 18. Defendant ABM INDUSTRIES INCORPORATED was an active Delaware
10 Corporation at all times during the claims of Plaintiff and the putative class,
11 and was doing business in California.

12 19. Defendant FIRST STAFFING GROUP L.L.C. was an active California Limited
13 Liability Company at all times during the claims of Plaintiff and the putative
14 class and was doing business in California.

15 20. Defendant ABM INDUSTRY GROUPS, LLC was an active Delaware Limited
16 Liability Company at all times during the claims of Plaintiff and the putative
17 class and was doing business in California.

18 21. Plaintiff is ignorant of the true names, capacities, relationships and extent of
19 participation in the conduct herein alleged, of the Defendants sued herein as
20 Does 1 through 25, but he is informed and believes and thereon alleges that said
21 Defendants are legally responsible for the wrongful conduct alleged herein and
22 therefore sues these Defendants by such fictitious names under Code of Civil
23 Procedure § 474. Plaintiff will amend this Second Amended Complaint to
24 allege their true names and capacities when ascertained.

25 22. Plaintiff is informed and believes and thereon alleges that each Defendant acted
26 in all respects pertinent to this action as the agent of the other Defendants
27 carried out a joint scheme, business plan or policy in all respects pertinent
28

1 hereto, and the acts of each Defendant are legally attributable to the other
2 Defendants.

3 IV.

4 GENERAL ALLEGATIONS

5 23. At all times relevant here and as set forth in the following paragraphs of this
6 Second Amended Complaint, Defendants employed more than 100 people; and
7 Plaintiff and each member of the putative class was employed by Defendants,
8 and each of them, in the State of California.

9 24. The employees of Defendants have not been provided: uninterrupted thirty-
10 minute meal periods for work periods of more than five (5) hours per day;
11 second uninterrupted thirty-minute meal periods for work periods of more
12 than ten (10) hours per day; and have not been permitted to take ten-minute
13 (10) rest periods for work periods of four (4) hours or major fractions, pursuant
14 to the Labor Code, and applicable IWC Wage Orders.

15 25. Defendants failed to pay employees wages owed for all hours worked,
16 including overtime hours as applicable.

17 26. Defendants failed to pay reporting time wages to employees who reported for a
18 scheduled shift but were not put to work.

19 27. Defendants failed to pay Plaintiff and the members of his putative class upon
20 separation the wages earned and unpaid at the time of discharge.

21 28. Defendants failed to provide Plaintiff and the putative members of his class, at
22 the time of each payment of wages, an accurate itemized statement in writing,
23 showing the gross wages earned, including premium wages owed for failing to
24 provide meal and/or rest periods at the proper intervals.

25 29. Plaintiff asserts claims for relief on behalf of himself and other similarly
26 situated persons as a class action pursuant to Code of Civil Procedure § 382.
27 Plaintiff and all members of his putative class are described below with
28 specificity and fall in several categories of subclasses whose rights have been

1 violated under the law. Defendants have made no effort as of the filing of this
2 Second Amended Complaint to correct or remedy the violations of law
3 specified here.

4 **V.**

5 **FIRST CAUSE OF ACTION**
6 **FAILURE TO PROVIDE MEAL PERIODS OR**
7 **COMPENSATION IN LIEU THEREOF**
8 **(Labor Code §§ 226.7, 512)**
9 **(By Plaintiff against Defendants)**

10 30. Plaintiff incorporates paragraphs 1 through 29 of this Second Amended
11 Complaint as if fully alleged herein.

12 31. By their failure to provide thirty minute (30) uninterrupted meal period as well
13 as second meal period, if applicable, to Plaintiff, Defendants willfully violated
14 the provisions of Labor Code §§ 226.7, 512 and applicable IWC Wage Orders.

15 32. As a result of Defendants' unlawful conduct, Plaintiff has suffered damages as
16 articulated in the Prayer for Relief, set forth below, and fully incorporated here
17 as applicable.

18 **VI.**

19 **SECOND CAUSE OF ACTION**
20 **FAILURE TO PROVIDE REST PERIODS OR**
21 **COMPENSATION IN LIEU THEREOF**
22 **(Labor Code § 226.7)**
23 **(By Plaintiff against Defendants)**

24 33. Plaintiff incorporates paragraphs 1 through 29 of this Second Amended
25 Complaint as if fully alleged herein.

26 34. By their failure to provide ten-minute (10) rest periods for every four (4) hours
27 of work or major fraction thereof per day to Plaintiff , Defendants willfully
28 violated Labor Code § 226.7 and applicable Wage Orders.

35. As a result of Defendants' unlawful conduct, Plaintiff has suffered damages as articulated in the Prayer for Relief, set forth below, and fully incorporated here as applicable.

VII.

THIRD CAUSE OF ACTION

FAILURE TO PAY WAGES

(Labor Code §§ 204, 510, 1194, 1194.2, 1197)

(By Plaintiff against Defendants)

36. Plaintiff incorporates paragraphs 1 through 29 of this Second Amended Complaint as if fully alleged herein.

37. At all relevant times, Plaintiff was an employee of Defendants covered by Labor Code §§ 510, 1194, 1194.2, 1197, and applicable Wage Orders, and he was entitled to receive minimum and overtime wages for all hours worked and liquidated damages equal to unlawfully unpaid minimum wages with interest.

38. Defendants have violated California law and the specified provisions of the Labor Code and applicable Wage Orders by their failure to pay all wages due in accordance, including minimum wages, wrongfully classified off-the-clock wages and overtime pay. As a result of Defendants' unlawful conduct, Plaintiff has suffered damages as articulated in the Prayer for Relief, set forth below, and fully incorporated here as applicable.

VIII.

FOURTH CAUSE OF ACTION

FAILURE TO PAY REPORTING TIME WAGES

(Labor Code §§ 1194, 1194.2, 1197 and Wage Order 5)

(By Plaintiff against Defendants)

39. Plaintiff incorporates paragraphs 1 through 29 of this Second Amended Complaint as if fully alleged herein.

40. Plaintiff was required to report to work for scheduled shifts but was not put to work or was furnished with less than said scheduled shifts. Defendants,

1 however, failed to pay Plaintiff for “reporting pay” as required by California
2 law.

3 41. Wage Order 5 (5)(A) and (B) provides that employees who are required to
4 report to work and are furnished less than half (1/2) their usual or scheduled
5 day’s work must be paid for half (1/2) the usual or scheduled day’s work but no
6 less than two (2) hours or more than four (4) hours. The failure to compensate
7 employees for reporting time is a violation of minimum wage obligations.

8 42. In actions for the recovery of unpaid minimum wages, California Labor Code §
9 1194.2 provides for the recover of liquidated damages equal to wages
10 unlawfully unpaid and interest thereon. As such, Plaintiff brings this claim for
11 minimum wage violations pertaining to reporting time for himself.

12 43. As a result of Defendants’ unlawful conduct, Plaintiff has suffered damages as
13 articulated in the Prayer for Relief, set forth below, and fully incorporated here
14 as applicable.

15 **IX.**

16 **FIFTH CAUSE OF ACTION**

17 **FAILURE TO PAY WAGES DUE AT TERMINATION**

18 **(Labor Code §§ 201, 202, 203)**

19 **(By Plaintiff against Defendants)**

20 44. Plaintiff incorporates paragraphs 1 through 29 of this Second Amended
21 Complaint as if fully alleged herein.

22 45. By their failure to timely pay Plaintiff, Defendants willfully violated the
23 provisions of Labor Code §§ 201, 202, 203 and applicable Wage Orders. Sec. 203
24 of Labor Code provides that if an employer willfully fails to timely pay such
25 wages, the employer must, as penalty, continue to pay the employee’s wages
26 until the back wages are paid in full or an action is commenced.

27 46. As a result of Defendants’ unlawful conduct, Plaintiff has suffered damages as
28 articulated in the Prayer for Relief, set forth below, and fully incorporated here
as applicable.

1 X.

2 **SIXTH CAUSE OF ACTION**
3 **FAILURE TO PROVIDE ITEMIZED WAGE STATEMENTS**
4 **(Labor Code §226)**
5 **(By Plaintiff against Defendants)**

6 47. Plaintiff incorporates paragraphs 1 through 29 of this Second Amended
7 Complaint as if fully alleged herein.

8 48. By their failure to provide accurate itemized wage statements, semimonthly or
9 at the time of each payment of wages, Defendants willfully violated the
10 provisions of Labor Code §226 and applicable Wage Orders.

11 49. As a result of Defendants' unlawful conduct, Plaintiff has suffered damages as
12 articulated in the Prayer for Relief, set forth below, and fully incorporated here
13 as applicable.

14 XI.

15 **SEVENTH CAUSE OF ACTION**
16 **VIOLATION OF UNFAIR BUSINESS PRACTICES ACT**
17 **(Bus. & Prof. Code §§ 17200, *et seq.*)**
18 **(By Plaintiff against Defendants)**

19 50. Plaintiff incorporates paragraphs 1 through 49 of this Second Amended
20 Complaint as if fully alleged herein.

21 51. The alleged unlawful conduct of Defendants constitutes unfair competition
22 pursuant to Business and Professions Code §§ 17200 *et seq.*, and this cause of
23 action is brought as a cumulative remedy under Bus. & Prof. Code § 17205 for
24 the time period starting four (4) years before the filing of the Complaint.

25 52. As a result, Plaintiff has suffered injury in fact and lost money or property.
26 Plaintiff has been deprived of his rights as set forth in this Second Amended
27 Complaint, including, but not limited to, payment of minimum and/or actual
28 wages for all hours worked.

53. Pursuant to Business and Professions Code § 17203, Plaintiff is entitled to

1 restitution of all wages owed to him under the Labor Code, and interest
2 thereon, in which he had a property interest, which Defendants failed to pay to
3 him but withheld and retained for themselves. Restitution of the money owed
4 to Plaintiff is necessary to prevent Defendants from becoming unjustly enriched
5 by their failure to comply with the Labor Code provisions.

6 54. Plaintiff is entitled to recover reasonable attorney's fees in connection with his
7 unfair competition claims pursuant to Code of Civil Procedure § 1021.5, the
8 substantial benefit doctrine and/or the common fund doctrine.

9 55. Plaintiff requests the court to issue a preliminary and permanent injunction
10 prohibiting defendants from committing the Labor Code and applicable Wage
11 Order violations set forth in this Second Amended Complaint, and Plaintiff has
12 suffered further damages as articulated in the Prayer for Relief, set forth below,
13 also incorporated here fully as applicable.

14 **XII.**

15 **EIGHTH CAUSE OF ACTION**

16 **VIOLATION OF CALIFORNIA'S PRIVATE ATTORNEY GENERAL ACT**
17 **(LABOR CODE § 2699 *et seq.*)**

18 **(By Plaintiff and Aggrieved Employees Against Each Defendant)**

19 56. Plaintiff incorporates paragraphs 1 through 55 of this Second Amended
20 Complaint as if fully alleged herein.

21 57. Under the Private Attorney General Act, Labor Code §§ 2698-99 ("PAGA"),
22 private parties may recover civil penalties for violations of the California Labor
23 Code. PAGA penalties are in addition to any other relief available under the
24 Labor Code.

25 58. As set forth above, Defendant violated the California Labor Code by
26 consistently failing to employ Plaintiff and other similarly situated employees
27 in compliance with California law.
28

1 59. Plaintiff provided written notice by certified mail to Defendants on July 12,
2 2023, and electronic notice thereafter to the State Labor & Workforce
3 Development Agency ("LWDA"), of the legal claims and theories of this case.
4 Plaintiff also provided a supplemental notice on June 11, 2025 to include to
5 include within the scope of the initial notice: (1) ABM Industry Groups within
6 the definition of Employers, and (2) those non-exempt employees employed by
7 ABM Industry Groups at Crypto.com Arena in Los Angeles, California. To date,
8 and after 65 days from the date of mailing of each notice, the LWDA has not
9 notified Plaintiff that the LWDA intends to exercise jurisdiction over the claim
10 for civil penalties under the PAGA. Accordingly, Plaintiff exhausted
11 administrative remedies as required by Labor Code § 2699.3. Plaintiff's PAGA
12 claim was assigned case number LWDA-CM-967912-23 by the LWDA.
13 Appended hereto are copies of the notices communicated by Plaintiff.
14

15 60. Under the PAGA, Plaintiff and all other aggrieved employees are entitled to
16 recover the maximum civil penalties permitted by law from Defendants for the
17 violations of Labor Code alleged in this Second Amended Complaint and the
18 notice communicated by Plaintiff.

19 61. Plaintiff and all other aggrieved employees are also entitled to recover their
20 attorneys' fees and costs under Labor Code § 2699.

21 **XIII.**

22 **PRAYER FOR RELIEF**

23 **WHEREFORE**, on behalf of himself, Plaintiff prays for relief and judgment
24 against Defendants as follows:

25 A. Disgorgement of Defendants' wrongfully obtained profits and restitution
26 of unpaid wages under Business and Professions Code §§ 17203, 17204;

27 B. Damages for unpaid additional compensation for failing to provide
28 timely or uninterrupted or lawful meal periods and rest periods;

- 1 C. Damages for unpaid minimum wages under Labor Code § 1194;
2 D. Damages for unpaid overtime and double time wages to the extent
3 applicable;
4 E. Liquidated damages under Labor Code § 1194.2;
5 F. Statutory penalties under Labor Code § 226(e);
6 G. Damages for unpaid penalty wages under Labor Code § 203;
7 H. Reasonable attorney's fees and costs pursuant to statute, including, but
8 not limited to Labor Code § 218.5 and Code of Civ. Proc. § 1021.5;
9 I. Enjoinment of Defendants from further acts of unfair competition and
10 continuous violations of the Labor Code and applicable Wage Orders;
11 J. Civil penalties under Labor Code Section 2699 (75% payable to the
12 LWDA and 25% payable to aggrieved employees);
13 K. For costs of the suit incurred; and
14 L. For such other relief that the Court may deem just and proper, including
15 prejudgment interest and costs.

16
17 DATED: November 14, 2025

MOORADIAN LAW, APC

18
19 By: /s/Haik Hacopian

20 Zorik Mooradian,

21 Haik Hacopian,

22 Attorneys for Plaintiff EDGAR MENDEZ
23 individually and on behalf of other persons
24 similarly situated and similarly aggrieved
employees

25 **DEMAND FOR A JURY TRIAL**

26 Plaintiff EDGAR MENDEZ hereby demands a jury trial in the above case.
27

28 DATED: November 14, 2025

MOORADIAN LAW, APC

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By: /s/Haik Hacopian

Zorik Mooradian,

Haik Hacopian,

Attorneys for Plaintiff EDGAR MENDEZ
individually and on behalf of other persons
similarly situated and similarly aggrieved
employees

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Facsimile 1-888-783-1030

HAIK HACOPIAN

E-mail: haik@mooradianlaw.com

July 12, 2023

VIA USPS CERTIFIED MAIL

ABM Industries Incorporated
14141 Southwest Freeway, Suite 477
Sugar Land, TX 77478
7022 1670 0001 3547 3374

CT Corporation System
Agent for Service of Process for
ABM Industries Incorporated
330 N. Brand Blvd., Suite 700
Glendale, CA 91203
7019 0160 0000 9187 4984

First Staffing Group L.L.C.
628 W. Holt Blvd., Suite A
Ontario, CA 91762
7019 0160 0000 9187 4694

Juliana Lilebeth Bojorquez
Agent for Service of Process for
First Staffing Group L.L.C.
22018 S. Avalon Blvd.
Carson, CA 90745
7019 0160 0000 9187 4700

Employer's Outsourcing, LLC
480 W. Alluvial Ave.
Fresno, CA 93650
7019 0160 0000 9187 4717

Tony Martinez, CPWC
Agent for Service of Process for
Employer's Outsourcing, LLC
401 W. Fallbrook Ave., Suite 205
Fresno, CA 93711
7019 0160 0000 9187 4724

VIA ONLINE SUBMISSION

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, CA 95814
www.dir.ca.gov

Re: *California Wage & Hour Violations*
ABM Industries Incorporated, First Staffing Group, L.L.C., and
Employer's Outsourcing, LLC

To Whom It May Concern:

This office represents Edgar Mendez with respect to Private Attorneys General Act ("PAGA") claims that he intends to pursue against ABM Industries Incorporated, First Staffing Group L.L.C., Employer's Outsourcing, LLC ("Employers") based upon their illegal wage and hour practices in the State of California as to their non-exempt employees who worked for Employers at the Crypto.com Arena in Los Angeles, California. This letter constitutes the notice required by Labor Code Section 2699.3.

Facts

First Staffing Group L.L.C. and Employer's Outsourcing, LLC are staffing agencies and ABM Industries Incorporated is engaged in the business of facility services and management. Mr. Mendez worked as a non-exempt hourly employee of Employers at the "Crypto.com Arena," formerly known as the "Staples Center." Employers employ numerous non-exempt, hourly paid employees such as Mr. Mendez. Unfortunately, Employers have engaged in the following practices:

Failure to Pay Wages

Employers failed to pay employees for all hours worked, including any overtime. This includes rounding practices, paycheck errors, inaccurate logging of work periods, and time that was considered off-the-clock by Employers, including due to policies and practices geared towards the avoidance of overtime hours by employees. Additionally, employees also did not receive net 30-minute meal breaks on account of the clocking out and clocking process and other factors. Also, any meal breaks provided were not off-duty as employees were not allowed to leave the work premises.

The above practices resulted in the underpayment of wages to employees, including underpayment of overtime and double-time to the extent applicable.

Meal Breaks

Employers engage in the practice of not allowing mandated meal breaks, including second meal breaks, and not compensating employees for missed, late, or short meal breaks. Employees did not receive premium pay for missed, late, or short meal period. Notably, meal breaks were not at least a net thirty (30) minutes in duration on account of the clock in and out process and other factors. Additionally, to the extent any meal breaks were provided, they were not off-duty as employees were not allowed to leave the premises.

Rest Breaks

Employers engage in the practice of not allowing mandated rest breaks and not compensating employees for any missed, late, or short rest breaks. Additionally, any rest breaks provided were not off-duty as employees were not allowed to leave the premises. Employees did not receive premium pay for these missed rest breaks.

Reporting Time

Mr. Mendez and other employees were required to report to work and did report to work only to be told that they were not needed or no longer needed, and they were sent home but they did not receive their regular rate of pay for at least half of their usual or scheduled day's work but in no event less than two hours. Additionally, reporting time that was not paid included the days during which an employee reporting to work as required, only to be terminated and turned away upon arrival.

Waiting Time

At the time of an employees' separation (whether it be by termination or resignation) Employers have failed to provide the employees with all monies owed, including meal break premiums, rest break premiums, and unpaid wages for work performed, including overtime and double-time wages to the extent applicable.

Noncompliant Wage Statements

Employers have adopted a custom and practice of failing to provide wage statements which reflect all hours worked during any pay period, whether or not employees received all wages entitled to, including meal and rest break premiums. Also, the wage statements did not correctly identify the employer as required.

Additional Penalties

Mr. Mendez and all other similarly aggrieved employees intend to seek all available civil penalties for the violations described above.

Code Provisions Violated and Legal Theories

The specific provisions of the California Labor Code which Employers have violated, and applicable legal theories which establish the violations, are as follows:

Labor Code Section 201: Employers violated, and continue to violate, Labor Code Section 201 by failing to pay the employees they have discharged the complete and correct amount of all

wages owing at the time of termination. The wages earned but not paid at termination include uncompensated work time, including overtime and double-time as applicable, and premium wages for missed meal and rest breaks.

Labor Code Section 202: Employers violated, and continue to violate, Labor Code Section 202 by failing to pay employees who quit the correct amount of all wages, within 72 hours of the termination. As already stated, the wages earned but not paid at termination include the above.

Labor Code Section 203: Employers violated, and continue to violate, Labor Code Section 203 by failing to pay 30 days of continuing wages to employees owed wages (explained above) whose employment ended.

Labor Code Section 204 and 210: Employers violated, and continue to violate, Labor Code Sections 204 and 210 by failing to pay wages to employees for all hours worked as explained above, as well as failing to pay wages within seven (7) calendar days following the close of payroll periods.

Labor Code Section 226: Employers violated, and continue to violate, Labor Code Section 226(a) by failing to provide employees with accurate and compliant itemized wage statements.

Labor Code Section 226.7: Employers violated, and continue to violate, Labor Code Section 226.7 by failing to provide meal periods and/or rest periods that are in accordance and in compliance with the IWC's applicable wage order

Labor Code Section 510: Employers violated, and continue to violate, Labor Code Section 510 by failing to pay minimum wage or overtime compensation required by law including failing to calculate overtime and double-time wages in accordance with employees' regular rate of compensation.

Labor Code Section 512: Employers violated, and continue to violate, Labor Code Section 512 by not providing employees with legally compliant meal periods.

Labor Code Section 1194: Employers violated, and continue to violate, Labor Code Section 1194 by failing to pay employees minimum wage and overtime compensation required by law.

Labor Code Sections 1197 and 1197.1: Employers violated, and continue to violate, Labor Code Section 1197 by failing to pay employees a wage less than the minimum fixed by an applicable state or local law.

8 Cal Code Regulations §§ 11010-11160: Employers violated, and continue to violate, the applicable Wage Order by failing to pay employees their regular rate of pay for at least half of their usual or scheduled day's work, but in no event less than two hours, to the extent an employee was turned away after reporting to work as requested or required.

Conclusion

Please inform us if you intend to investigate this matter. We look forward to prompt administrative action so that the identified unlawful practices can be rectified. In the absence of such action, we may file an appropriate action against Employers, pursuant to Labor Code Section 2698 *et seq.* Mr. Mendez and all other similarly aggrieved employees intend to seek all penalties for the violations described above. Should you require any additional information, do not hesitate to contact the undersigned.

Very truly yours,
MOORADIAN LAW, APC

/s/ Haik Hacopian
HAIK HACOPIAN

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☐ Adult Signature Required \$0.00
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Total Postage and Fees \$5.01

Sent To ABM INDUSTRIES INCORPORATED
Street and Apt. No., or PO Box No. 14141 SOUTHWEST FREEWAY, SUITE 477
City, State, ZIP+4® SUGAR LAND, TX 77478

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.66

Total Postage and Fees \$5.01

Sent To CT CORP. SYSTEMS INC. Agent for ABM INDUSTRIES INCORPORATED
Street and Apt. No., or PO Box No. 330 N. BRAND BLVD, SUITE 700
City, State, ZIP+4® GLENDALE, CA 91203

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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Postage \$0.66

Total Postage and Fees \$5.01

Sent To FIRST STAFFING GROUP L.L.C.
Street and Apt. No., or PO Box No. 628 W. HAT BLVD, SUITE A
City, State, ZIP+4® ONTARIO, CA 91762

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☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.66

Total Postage and Fees \$5.01

Sent To JULIANA LEBETH BORQUEZ Agent for SERVICE FIRST STAFFING GROUP L.L.C.
Street and Apt. No., or PO Box No. 2201 S. AVALON BLVD.
City, State, ZIP+4® CARSON, CA 90745

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☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.66

Total Postage and Fees \$5.01

Sent To EMPLOYER'S OUTSOURCING, LLC
Street and Apt. No., or PO Box No. 480 W. ALLUVIAL AVE.
City, State, ZIP+4® FRESNO, CA 93750

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☐ Return Receipt (electronic) \$0.00
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☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.66

Total Postage and Fees \$5.01

Sent To TONY MARTINEZ, CPMC Agent for SERVICE EMPLOYER'S OUTSOURCING LLC
Street and Apt. No., or PO Box No. 401 W. FALLBROOK AVE, SUITE 205
City, State, ZIP+4® FRESNO, CA 93711

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions



Haik Hacopian <haik.hacopian@gmail.com>

Thank you for submission of your PAGA Case.

LWDA DO NOT REPLY <lwdadonotreply@dir.ca.gov>
To: "haik.hacopian@gmail.com" <haik.hacopian@gmail.com>

Wed, Jul 12, 2023 at 6:09 PM

7/12/2023

LWDA Case No. LWDA-CM-967912-23
Law Firm : Mooradian Law, APC
Plaintiff Name : Edgar Mendez
Employer: ABM Industries Incorporated
Filing Fee : \$75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

MOORADIAN LAW, APC
24007 Ventura Boulevard, Suite 210
Calabasas, California 91302
Mooradianlaw.com
Telephone 1-818-487-1998
Facsimile 1-888-783-1030

HAIK HACOPIAN

E-mail: haik@mooradianlaw.com

June 11, 2025

VIA USPS CERTIFIED MAIL

ABM Industries Incorporated
14141 Southwest Freeway, Suite 477
Sugar Land, TX 77478
9589 0710 5270 2348 6066 68

CT Corporation System
Agent for Service of Process for
ABM Industries Incorporated
330 N. Brand Blvd., Suite 700
Glendale, CA 91203
9589 0710 5270 2348 6067 29

First Staffing Group L.L.C.
628 W. Holt Blvd., Suite A
Ontario, CA 91762
9589 0710 5270 2348 6067 12

Juliana Lilebeth Bojorquez
Agent for Service of Process for
First Staffing Group L.L.C.
22018 S. Avalon Blvd.
Carson, CA 90745
9589 0710 5270 2348 6067 05

ABM Industry Groups, LLC
14141 Southwest Freeway, Suite 477
Sugar Land, TX 77478
9589 0710 5270 2348 6066 99

CT Corporation System
Agent for Service of Process for
ABM Industry Groups, LLC
330 N. Brand Blvd., Suite 700
Glendale, CA 91203
9589 0710 5270 2348 6066 75

VIA ONLINE SUBMISSION

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, CA 95814
www.dir.ca.gov

Re: *California Wage & Hour Violations*
ABM Industries Incorporated, First Staffing Group, L.L.C., and
ABM Industry Groups, LLC
LWDA Case Number: LWDA-CM-967912-23
Case Name: *Edgar Mendez v. ABM Industries Incorporated, et al.*
Case Number: 23STCV11446 – Los Angeles County Superior Court

To Whom It May Concern:

This office represents Edgar Mendez with respect to Private Attorneys General Act (“PAGA”) claims that he intends to pursue against ABM Industries Incorporated and First Staffing Group L.L.C, as represented in the PAGA Notice Letter July 12, 2023, which was assigned case number LWDA-CM-967912-23 upon electronic submission to the LWDA.

Mr. Mendez hereby amends that initial PAGA notice to include within its scope: (1) ABM Industry Groups within the definition of Employers, and (2) those non-exempt employees employed by ABM Industry Groups at Crypto.com Arena in Los Angeles, California. This letter constitutes the notice required by Labor Code Section 2699.3.

Conclusion

Please inform us if you intend to investigate this matter. We look forward to prompt administrative action so that the identified unlawful practices can be rectified. In the absence of such action, pursuant to Labor Code Section 2698 *et seq.*, Mr. Mendez and all other similarly aggrieved employees intend to seek all penalties for the violations described in the initial PAGA notice on behalf of the aggrieved employees identified above through the pending lawsuit of *Edgar Mendez v. ABM Industries Incorporated, et al.* Los Angeles Superior Court Case Number 23STCV11446. Should you require any additional information, do not hesitate to contact the undersigned.

Very truly yours,
MOORADIAN LAW, APC

/s/ Haik Hacopian
HAIK HACOPIAN

9589 0710 5270 2348 6066 68

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Extra Services & Fees (check box, add fee as appropriate)	\$0.00	55
☐ Return Receipt (hardcopy)	\$0.00	
☐ Return Receipt (electronic)	\$0.00	
☐ Certified Mail Restricted Delivery	\$0.00	
☐ Adult Signature Required	\$0.00	
☐ Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.73	
Total Postage and Fees	\$5.58	

Sent To **ABM INDUSTRIES INCORPORATED**
 Street and Apt. No., or PO Box No.
14141 SOUTHWEST FREEWAY, SUITE 477
 City, State, ZIP+4®
SUGAR LAND, TX 77478
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Extra Services & Fees (check box, add fee as appropriate)	\$0.00	55
☐ Return Receipt (hardcopy)	\$0.00	
☐ Return Receipt (electronic)	\$0.00	
☐ Certified Mail Restricted Delivery	\$0.00	
☐ Adult Signature Required	\$0.00	
☐ Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.73	
Total Postage and Fees	\$5.58	

Sent To **CT CORP SYS** Agent for Service **ABM INDUSTRIES INCORP.**
 Street and Apt. No., or PO Box No.
330 N BRAND BLVD, SUITE 700
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GLENDALE, CA 91203
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Extra Services & Fees (check box, add fee as appropriate)	\$0.00	55
☐ Return Receipt (hardcopy)	\$0.00	
☐ Return Receipt (electronic)	\$0.00	
☐ Certified Mail Restricted Delivery	\$0.00	
☐ Adult Signature Required	\$0.00	
☐ Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.73	
Total Postage and Fees	\$5.58	

Sent To **FIRST STAFFING GROUP L.L.C.**
 Street and Apt. No., or PO Box No.
628 W. HOLT BLVD, SUITE A
 City, State, ZIP+4®
ONTARIO, CA 91762
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Extra Services & Fees (check box, add fee as appropriate)	\$0.00	55
☐ Return Receipt (hardcopy)	\$0.00	
☐ Return Receipt (electronic)	\$0.00	
☐ Certified Mail Restricted Delivery	\$0.00	
☐ Adult Signature Required	\$0.00	
☐ Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.73	
Total Postage and Fees	\$5.58	

Sent To **ABM INDUSTRY GROUPS, LLC**
 Street and Apt. No., or PO Box No.
14141 SOUTHWEST FREEWAY, SUITE 477
 City, State, ZIP+4®
SUGAR LAND, TX 77478
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☐ Return Receipt (electronic)	\$0.00	
☐ Certified Mail Restricted Delivery	\$0.00	
☐ Adult Signature Required	\$0.00	
☐ Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.73	
Total Postage and Fees	\$5.58	

Sent To **CT CORP SYSTEM** Agent for Service **ABM INDUSTRY GROUPS, LLC**
 Street and Apt. No., or PO Box No.
330 N BRAND BLVD, SUITE 700
 City, State, ZIP+4®
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Extra Services & Fees (check box, add fee as appropriate)	\$0.00	55
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☐ Return Receipt (electronic)	\$0.00	
☐ Certified Mail Restricted Delivery	\$0.00	
☐ Adult Signature Required	\$0.00	
☐ Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.73	
Total Postage and Fees	\$5.58	

Sent To **JULIANA LILIBETH BOJORQUEZ** Agent for Service **FIRST STAFFING GROUP L.L.C.**
 Street and Apt. No., or PO Box No.
22018 S AVALON BLVD
 City, State, ZIP+4®
CARSON, CA 90745
 PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions



Haik Hacopian <haik.hacopian@gmail.com>

Thank you for your Amended PAGA Claim Notice Submission.

DIR PAGA Unit <no-reply@formassembly.com>

Wed, Jun 11, 2025 at 2:50 PM

To: haik.hacopian@gmail.com

06/11/2025 02:50:27 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Amended PAGA Claim

Please note that a PAGA Notice is not a complaint within the meaning of Division 5 (Labor Code §§6300 et seq.). To file a complaint about workplace safety and health hazards with Cal/OSHA, please visit: <https://www.dir.ca.gov/dosh/complaint.htm>

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

MOORADIAN LAW, APC
24007 Ventura Boulevard, Suite 210
Calabasas, California 91302
Mooradianlaw.com
Telephone 1-818-487-1998
Facsimile 1-888-783-1030

HAIK HACOPIAN

E-mail: haik@mooradianlaw.com

September 3, 2025

VIA USPS CERTIFIED MAIL

ABM Industries Incorporated
14141 Southwest Freeway, Suite 477
Sugar Land, TX 77478
9589 0710 5270 2348 6067 43

CT Corporation System
Agent for Service of Process for
ABM Industries Incorporated
330 N. Brand Blvd., Suite 700
Glendale, CA 91203
9589 0710 5270 2348 6067 36

First Staffing Group L.L.C.
628 W. Holt Blvd., Suite A
Ontario, CA 91762
7016 2070 0000 0452 4468

Juliana Lilebeth Bojorquez
Agent for Service of Process for
First Staffing Group L.L.C.
22018 S. Avalon Blvd.
Carson, CA 90745
7016 2070 0000 0452 4451

ABM Industry Groups, LLC
14141 Southwest Freeway, Suite 477
Sugar Land, TX 77478
7016 2070 0000 0452 4475

CT Corporation System
Agent for Service of Process for
ABM Industry Groups, LLC
330 N. Brand Blvd., Suite 700
Glendale, CA 91203
7016 2070 0000 0452 4482

VIA ONLINE SUBMISSION

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, CA 95814
www.dir.ca.gov

Re: *California Wage & Hour Violations*
ABM Industries Incorporated, First Staffing Group, L.L.C., and
ABM Industry Groups, LLC
LWDA Case Number: LWDA-CM-967912-23
Case Name: *Edgar Mendez v. ABM Industries Incorporated, et al.*
Case Number: 23STCV11446 – Los Angeles County Superior Court

To Whom It May Concern:

This office represents Edgar Mendez with respect to Private Attorneys General Act (“PAGA”) claims that he intends to pursue against ABM Industries Incorporated and First Staffing Group L.L.C, as represented in the PAGA Notice Letter July 12, 2023, which was assigned case number LWDA-CM-967912-23 upon electronic submission to the LWDA.

On June 11, 2025, Mr. Mendez communicated an amendment to his July 12, 2023 PAGA Notice Letter wherein he amended the initial PAGA notice to include within its scope: (1) ABM Industry Groups within the definition of Employers, and (2) those non-exempt employees employed by ABM Industry Groups at Crypto.com Arena in Los Angeles, California. The LWDA did not respond within the 65-day timeframe.

Mr. Mendez, however, intended the second prong of his amendment to cover employees employed by ABM Industry Groups at Dodger Stadium and not Crypto.com Arena. Reference to Crypto.com Arena in the prior letter was in error as Mr. Mendez does not intend to seek recovery on behalf of non-exempt employees employed by ABM Industry Groups at Crypto.com Arena.

As such, Mr. Mendez intends to include the following within the scope of his original PAGA notice: (1) ABM Industry Groups within the definition of Employers, and (2) those non-exempt employees employed by ABM Industry Groups at Dodger Stadium in Los Angeles, California. This letter constitutes the notice required by Labor Code Section 2699.3.

Conclusion

Please inform us if you intend to investigate this matter. We look forward to prompt administrative action so that the identified unlawful practices can be rectified. In the absence of such action, pursuant to Labor Code Section 2698 *et seq.*, Mr. Mendez and all other similarly aggrieved employees intend to seek all penalties for the violations described in the initial PAGA notice on behalf of the aggrieved employees identified above through the pending lawsuit of *Edgar Mendez v. ABM Industries Incorporated, et al.* Los Angeles Superior Court Case Number 23STCV11446. Should you require any additional information, do not hesitate to contact the undersigned.

Very truly yours,
MOORADIAN LAW, APC
/s/ Haik Hacopian
HAIK HACOPIAN

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☐ Adult Signature Restricted Delivery	\$0.00
Postage	\$0.78
Total Postage and Fees	\$6.08

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☐ Adult Signature Restricted Delivery	\$0.00
Postage	\$0.78
Total Postage and Fees	\$6.08

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City, State, ZIP+4® **GLENDALE, CA 91203**

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Ontario, CA 91762

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☐ Certified Mail Restricted Delivery	\$0.00
☐ Adult Signature Required	\$0.00
☐ Adult Signature Restricted Delivery	\$0.00
Postage	\$0.78
Total Postage and Fees	\$6.08

Sent To **FIRST STAFFING GROUP L.L.C.**
Street and Apt. No., or PO Box No. **628 W. HOLT BLVD. SUITE A**
City, State, ZIP+4® **ONTARIO, CA 91762**

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7016 2070 0000 0452 4451

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☐ Return Receipt (electronic)	\$0.00
☐ Certified Mail Restricted Delivery	\$0.00
☐ Adult Signature Required	\$0.00
☐ Adult Signature Restricted Delivery	\$0.00
Postage	\$0.78
Total Postage and Fees	\$6.08

Sent To **SULIANA LILIBETH BORQUEZ** Agent of Service & Process for FIRST STAFFING GROUP L.L.C.
Street and Apt. No., or PO Box No. **22018 S. AVENUE BLVD**
City, State, ZIP+4® **CARSON, CA 90745**

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7016 2070 0000 0452 4475

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☐ Return Receipt (electronic)	\$0.00
☐ Certified Mail Restricted Delivery	\$0.00
☐ Adult Signature Required	\$0.00
☐ Adult Signature Restricted Delivery	\$0.00
Postage	\$0.78
Total Postage and Fees	\$6.08

Sent To **ABM INDUSTRY GROUPS, LLC**
Street and Apt. No., or PO Box No. **14141 SOUTHWEST FREEWAY, SUITE 477**
City, State, ZIP+4® **SUGAR LAND, TX 77478**

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☐ Return Receipt (electronic)	\$0.00
☐ Certified Mail Restricted Delivery	\$0.00
☐ Adult Signature Required	\$0.00
☐ Adult Signature Restricted Delivery	\$0.00
Postage	\$0.78
Total Postage and Fees	\$6.08

Sent To **CT CORP. SYSTEM** Agent of Service & Process for ABM INDUSTRY GROUPS, LLC
Street and Apt. No., or PO Box No. **330 N. BRAND BLVD. SUITE 700**
City, State, ZIP+4® **GLENDALE, CA 91203**

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions



Haik Hacopian <haik.hacopian@gmail.com>

Thank you for your Amended PAGA Claim Notice Submission.

DIR PAGA Unit <no-reply@formassembly.com>

Thu, Sep 4, 2025 at 10:11 AM

To: haik.hacopian@gmail.com

09/04/2025 10:11:23 AM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Amended PAGA Claim

Please note that a PAGA Notice is not a complaint within the meaning of Division 5 (Labor Code §§6300 et seq.). To file a complaint about workplace safety and health hazards with Cal/OSHA, please visit: <https://www.dir.ca.gov/dosh/complaint.htm>

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

PROOF OF SERVICE

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and am not a party to the within action, my business address is 24007 Ventura Blvd., Suite 210, Calabasas, CA 91302.

On **November 14, 2025**, I served on the parties of record in this action the foregoing document(s) described as:

SECOND AMENDED COMPLAINT – INDIVIDUAL AND REPRESENTATIVE ACTION
--

on the parties to this action by placing them in a sealed envelope(s) addressed as follows:

Ronald Hodges, Esq. (rhodges@goeforlaw.com) Adam O'Shea, Esq. (aoshea@goeforlaw.com) Abe Salen, Esq. (asalen@goeforlaw.com) Goe Forsythe & Hodges, LLP 17701 Cowan Avenue, Suite 210, Building D Irvine, CA 92614 Phone: (949) 798-2460 Attorneys for Defendant First Staffing Group, LLC	Laura Fleming, Esq. (lf@paynefears.com) Randy Haj, Esq. (rrh@paynefears.com) Robert Matsuishi, Esq. (rtm@paynefears.com) Payne & Fears LLP 4 Park Plaza, Suite 1100 Irvine, CA 92614 Phone: (949) 851-1100 Fax: (949) 851-1212 Attorneys for Defendant ABM Industries Incorporated
Labor & Workforce Development Agency 800 Capitol Mall, MIC-55 Sacramento, CA 95814 (Filed online at https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html)	

☒ **VIA ELECTRONIC SERVICE** – Based on a court order or agreement of the parties to accept service by electronic transmission, I caused the document(s) to be sent to the above persons listed at their electronic notification addresses by uploading to the CaseAnywhere electronic service platform.

☒ **STATE** – I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on **November 14, 2025** at Calabasas, California.

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/s/Haik Hacopian
Haik Hacopian