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David W. Slayton, Executive Officer / Clerk of Court

By: F. Sims Deputy

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

JANIEL VICTORINO, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiff,

v.

ALL-CITY MANAGEMENT SERVICES,
INC., a California corporation; and DOES 1
through 100, inclusive;

Defendants.

Case No.: 23STCV19464

SECOND AMENDED COMPLAINT

- (1) Violation of California Labor Code
§§ 226.7 and 512(a) (Unpaid Meal Period
Premiums);
- (2) Violation of California Labor Code
§ 226.7 (Unpaid Rest Period Premiums);
- (3) Violation of California Labor Code
§§ 1194 and 1197 (Unpaid
Minimum Wages);
- (4) Violation of California Labor Code
§§ 201 and 202 (Final Wages Not Timely
Paid);
- (5) Violation of California Labor Code
§ 226(a) (Non-Compliant Wage
Statements);
- (6) Violation of California Labor Code §§
2800 and 2802 (Unreimbursed Business
Expenses);
- (7) Violation of California Labor Code
§ 2698, *et seq.* (Private Attorneys General
Act of 2004);
- (8) Violation of California Business &
Professions Code § 17200, *et seq.*

DEMAND FOR JURY TRIAL

COMES NOW, Plaintiff JANIEL VICTORINO (“Plaintiff”), individually, and on behalf of other members of the general public similarly situated, and alleges as follows:

JURISDICTION AND VENUE

1. This class action is brought pursuant to the California Code of Civil Procedure section 382. The monetary damages and restitution sought by Plaintiff exceeds the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

2. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the superior court “original jurisdiction in all other causes” except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

3. This Court has jurisdiction over Defendants because, upon information and belief, Defendants are citizens of California, have sufficient minimum contacts in California, or otherwise intentionally avail themselves of the California market so as to render the exercise of jurisdiction over them by the California courts consistent with traditional notions of fair play and substantial justice.

4. Venue is proper in this Court because, upon information and belief, Defendants maintain offices, have agents, and/or transact business in the State of California, including the County of Los Angeles. The majority of the acts and omissions alleged herein relating to Plaintiff took place in the State of California. Defendants employed Plaintiff within the State of California.

PARTIES

5. Plaintiff JANIEL VICTORINO is an individual residing in the State of California.

6. Defendant ALL-CITY MANAGEMENT SERVICES, INC., at all times herein mentioned, was and is, upon information and belief, a California corporation, and at all times herein mentioned, was and is, an employer whose employees are engaged throughout the State of California, including the County of Los Angeles.

1 7. At all relevant times, Defendant ALL-CITY MANAGEMENT SERVICES, INC.
2 was the “employer” of Plaintiff within the meaning of all applicable California laws and
3 statutes.

4 8. At all times herein relevant, Defendants ALL-CITY MANAGEMENT
5 SERVICES, INC. and DOES 1 through 100, and each of them, were the agents, partners, joint
6 venturers, joint employers, representatives, servants, employees, successors-in-interest, co-
7 conspirators and assigns, each of the other, and at all times relevant hereto were acting within
8 the course and scope of their authority as such agents, partners, joint venturers, joint
9 employers, representatives, servants, employees, successors, co-conspirators and assigns, and
10 all acts or omissions alleged herein were duly committed with the ratification, knowledge,
11 permission, encouragement, authorization, and consent of each defendant designated herein.

12 9. The true names and capacities, whether corporate, associate, individual or
13 otherwise, of Defendants DOES 1 through 100, inclusive, are unknown to Plaintiff, who sues
14 said defendants by such fictitious names. Plaintiff is informed and believes, and based on that
15 information and belief alleges, that each of the Defendants designated as a DOE is legally
16 responsible for the events and happenings referred to in this Complaint, and unlawfully caused
17 the injuries and damages to Plaintiff and the other class members as alleged in this Complaint.
18 Plaintiff will seek leave of court to amend this Complaint to show the true names and
19 capacities when the same have been ascertained.

20 10. Defendants ALL-CITY MANAGEMENT SERVICES, INC. and DOES 1
21 through 100 will hereinafter collectively be referred to as “Defendants.”

22 11. Plaintiff further alleges that Defendants directly or indirectly controlled or
23 affected the working conditions, wages, working hours, and conditions of employment of
24 Plaintiff and the other class members so as to make each of said Defendants employers and
25 employers liable under the statutory provisions set forth herein.

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1 **CLASS ACTION ALLEGATIONS**

2 12. Plaintiff brings this action individually and on behalf of all other members of the
3 general public similarly situated, and, thus, seeks class certification under Code of Civil
4 Procedure section 382.

5 13. The proposed class is defined as follows:

6 All current and former hourly-paid or non-exempt employees of Defendants
7 employed as crossing guards within the State of California at any time during
8 the period from August 15, 2019 to final judgment.

9 14. Plaintiff reserves the right to establish subclasses as appropriate.

10 15. The class is ascertainable and there is a well-defined community of interest in
11 the litigation:

12 a. Numerosity: The class members are so numerous that joinder of all class
13 members is impracticable. The membership of the entire class is
14 unknown to Plaintiff at this time; however, the class is estimated to be
15 greater than fifty (50) individuals and the identity of such membership is
16 readily ascertainable by inspection of Defendants' employment records.

17 b. Typicality: Plaintiff's claims are typical of all other class members'
18 claims as demonstrated herein. Plaintiff will fairly and adequately
19 protect the interests of the other class members with whom Plaintiff has a
20 well-defined community of interest.

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1 c. Adequacy: Plaintiff will fairly and adequately protect the interests of
2 each class member, with whom Plaintiff has a well-defined community
3 of interest and typicality of claims, as demonstrated herein. Plaintiff has
4 no interest that is antagonistic to the other class members. Plaintiff's
5 attorneys, the proposed class counsel, are versed in the rules governing
6 class action discovery, certification, and settlement. Plaintiff has
7 incurred, and during the pendency of this action will continue to incur,
8 costs and attorneys' fees, that have been, are, and will be necessarily
9 expended for the prosecution of this action for the substantial benefit of
10 each class member.

11 d. Superiority: A class action is superior to other available methods for the
12 fair and efficient adjudication of this litigation because individual joinder
13 of all class members is impractical.

14 e. Public Policy Considerations: Certification of this lawsuit as a class
15 action will advance public policy objectives. Employers of this great
16 state violate employment and labor laws every day. Current employees
17 are often afraid to assert their rights out of fear of direct or indirect
18 retaliation. However, class actions provide the class members who are
19 not named in the complaint anonymity that allows for the vindication of
20 their rights.

21 16. There are common questions of law and fact as to the class members that
22 predominate over questions affecting only individual members. The following common
23 questions of law or fact, among others, exist as to the members of the class:

24 a. Whether Defendants' failure to pay wages, without abatement or
25 reduction, in accordance with the California Labor Code, was willful;

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- 1 b. Whether Defendants failed to pay their hourly-paid or non-exempt
2 crossing guard employees within the State of California for all hours
3 worked, missed meal periods and rest breaks in violation of California
4 law;
- 5 c. Whether Defendants deprived Plaintiff and the other class members of
6 meal and/or rest periods or required Plaintiff and the other class
7 members to work during meal and/or rest periods without compensation;
- 8 d. Whether Defendants failed to pay minimum wages to Plaintiff and the
9 other class members for all hours worked;
- 10 e. Whether Defendants failed to pay all wages due to Plaintiff and the other
11 class members within the required time upon their discharge or
12 resignation;
- 13 f. Whether Defendants failed to timely pay all wages due to Plaintiff and
14 the other class members during their employment;
- 15 g. Whether Defendants complied with wage reporting as required by the
16 California Labor Code, including, inter alia, section 226;
- 17 h. Whether Defendants failed to reimburse Plaintiff and the other class
18 members for necessary business-related expenses and costs;
- 19 i. Whether Defendants' conduct was willful or reckless;
- 20 j. Whether Defendants engaged in unfair business practices in violation of
21 California Business & Professions Code section 17200, *et seq.*;
- 22 k. The appropriate amount of damages, restitution, and/or monetary
23 penalties resulting from Defendants' violation of California law; and
- 24 l. Whether Plaintiff and the other class members are entitled to
25 compensatory damages pursuant to the California Labor Code.

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GENERAL ALLEGATIONS

17. During the relevant time period set forth herein, Defendants employed Plaintiff and other persons as hourly-paid or non-exempt crossing guard employees within the State of California.

18. Defendants, jointly and severally, employed Plaintiff as an hourly-paid non-exempt crossing guard employee during the relevant time period in the State of California.

19. Defendants had the authority to hire and terminate Plaintiff and the other class members; to set work rules and conditions governing Plaintiff's and other class members' employment; and to supervise their daily employment activities.

20. Defendants exercised sufficient authority over the terms and conditions of Plaintiff and other class members' employment for them to be joint employers of Plaintiff and the other class members.

21. Defendants directly hired and paid wages and benefits to Plaintiff and the other class members.

22. Defendants continue to employ hourly-paid or non-exempt crossing guard employees within the State of California.

23. Plaintiff is informed and believes, and based thereon alleges, that Defendants engaged in a uniform policy and systematic scheme of wage abuse against their hourly-paid or non-exempt crossing guard employees within the State of California. This scheme involved, inter alia, failing to pay them for all hours worked, missed meal periods, and missed rest breaks in violation of California law.

24. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed to provide Plaintiff and the other class members the required rest and meal periods during the relevant time period as required under the Industrial Welfare Commission Wage Orders and thus they are entitled to any and all applicable penalties.

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1 25. Plaintiff is informed and believes, and based thereon alleges, that Defendants
2 knew or should have known that Plaintiff and the other class members were entitled to receive
3 all timely and complete meal periods or payment of one additional hour of pay at Plaintiff's
4 and the other class members' regular rate of pay when a meal period was missed, late or
5 interrupted, and that Plaintiff and the other class members did not receive all timely and proper
6 meal periods or payment of one additional hour of pay at their regular rate of pay when a meal
7 period was missed.

8 26. Plaintiff is informed and believes, and based thereon alleges, that Defendants
9 knew or should have known that Plaintiff and other class members were entitled to receive all
10 timely rest periods without interruption or payment of one additional hour of pay at Plaintiff
11 and the other class members' regular rate of pay when a rest period was missed, late or
12 interrupted, and that Plaintiff and the other class members did not receive all rest periods or
13 payment of one additional hour of pay at their regular rate of pay when a rest period was
14 missed.

15 27. Plaintiff is informed and believes, and based thereon alleges, that Defendants
16 knew or should have known that Plaintiff and the other class members were entitled to receive
17 at least minimum wages for compensation and that Plaintiff and the other class members were
18 not receiving at least minimum wages for all hours worked.

19 28. Plaintiff is informed and believes, and based thereon alleges, that Defendants
20 knew or should have known that Plaintiff and the other class members were entitled to receive
21 the wages owed to them upon discharge or resignation, including minimum wages and meal
22 and rest period premiums, and that Plaintiff and the other class members did not, in fact,
23 receive such wages owed to them at the time of their discharge or resignation.

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1 29. Plaintiff is informed and believes, and based thereon alleges, that Defendants
2 knew or should have known that Plaintiff and the other class members were entitled to receive
3 complete and accurate wage statements in accordance with California law, but, in fact, Plaintiff
4 and the other class members did not receive complete and accurate wage statements from
5 Defendants. The deficiencies included, inter alia, the failure to include the total number of
6 hours worked by Plaintiff and the other class members.

7 30. Plaintiff is informed and believes, and based thereon alleges, that Defendants
8 knew or should have known that Plaintiff and the other class members were entitled to
9 reimbursement for necessary business-related expenses.

10 31. Plaintiff is informed and believes, and based thereon alleges, that Defendants
11 knew or should have known that Defendants had to keep complete and accurate payroll records
12 for Plaintiff and the other class members in accordance with California law, but, in fact, did not
13 keep complete and accurate payroll records for Plaintiff and the other class members.

14 32. Plaintiff is informed and believes, and based thereon alleges, that Defendants
15 knew or should have known that they had a duty to compensate Plaintiff and the other class
16 members pursuant to California law, and that Defendants had the financial ability to pay such
17 compensation, but willfully, knowingly, and intentionally failed to do so, and falsely
18 represented to Plaintiff and the other class members that they were properly denied wages, all
19 in order to increase Defendants' profits.

20 33. During the relevant time period set forth herein, Defendants failed to provide the
21 requisite uninterrupted and timely meal and rest periods to Plaintiff and the other class
22 members.

23 34. During the relevant time period set forth herein, Defendants failed to pay
24 Plaintiff and the other class members at least minimum wages for all hours worked.

25 35. During the relevant time period set forth herein, Defendants failed to pay
26 Plaintiff and the other class members the wages owed to them upon discharge or resignation.

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36. During the relevant time period set forth herein, Defendants failed to provide complete or accurate wage statements to Plaintiff and the other class members.

37. During the relevant time period set forth herein, Defendants failed to keep complete or accurate payroll records for Plaintiff and the other class members.

38. During the relevant time period set forth herein, Defendants failed to properly compensate Plaintiff and the other class members pursuant to California law in order to increase Defendants' profits.

39. California Labor Code section 218 states that nothing in Article 1 of the Labor Code shall limit the right of any wage claimant to “sue directly . . . for any wages or penalty due to him [or her] under this article.”

FIRST CAUSE OF ACTION

(Violation of California Labor Code §§ 226.7 and 512(a))

(Against ALL-CITY MANAGEMENT SERVICES, INC. and DOES 1 through 100)

40. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 39, and each and every part thereof with the same force and effect as though fully set forth herein.

41. During the relevant time period set forth herein, the IWC Order and California Labor Code sections 226.7 and 512(a) were applicable to Plaintiff's and the other class members' employment by Defendants.

42. During the relevant time period set forth herein, California Labor Code section 226.7 provides that no employer shall require an employee to work during any meal or rest period mandated by an applicable order of the California IWC.

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1 43. During the relevant time period set forth herein, the applicable IWC Wage
2 Order and California Labor Code section 512(a) provide that an employer may not require,
3 cause or permit an employee to work for a work period of more than five (5) hours per day
4 without providing the employee with a meal period of not less than thirty (30) minutes, except
5 that if the total work period per day of the employee is no more than six (6) hours, the meal
6 period may be waived by mutual consent of both the employer and employee.

7 44. During the relevant time period set forth herein, Plaintiff and the other class
8 members were required to work for periods longer than five (5) hours without an uninterrupted
9 meal period of not less than thirty (30) minutes and/or without a rest period.

10 45. During the relevant time period set forth herein, Defendants intentionally and
11 willfully required Plaintiff and the other class members to work during meal periods and failed
12 to compensate Plaintiff and the other class members the full meal period premium for work
13 performed during meal periods. Furthermore, Defendants maintain no policy, written or
14 otherwise, regarding the provision of meal periods to crossing guard employees who work
15 more than five hours in a workday, nor do Defendants maintain a policy regarding the payment
16 of premium wages for missed or non-compliant meal periods.

17 46. During the relevant time period set forth herein, Defendants failed to pay
18 Plaintiff and the other class members the full meal period premium due pursuant to California
19 Labor Code section 226.7.

20 47. Defendants' conduct violates applicable IWC Wage Order and California Labor
21 Code sections 226.7 and 512(a).

22 48. Pursuant to the applicable IWC Wage Order and California Labor Code section
23 226.7(b), Plaintiff and the other class members are entitled to recover from Defendants one
24 additional hour of pay at the employee's regular rate of compensation for each workday that
25 the meal or rest period is not provided.

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1 **SECOND CAUSE OF ACTION**

2 **(Violation of California Labor Code § 226.7)**

3 **(Against ALL-CITY MANAGEMENT SERVICES, INC. and DOES 1 through 100)**

4 49. Plaintiff incorporates by reference the allegations contained in paragraphs 1
5 through 48, and each and every part thereof with the same force and effect as though fully set
6 forth herein.

7 50. During the relevant time period set forth herein, the applicable IWC Wage
8 Order and California Labor Code section 226.7 were applicable to Plaintiff's and the other
9 class members' employment by Defendants.

10 51. During the relevant time period set forth herein, California Labor Code section
11 226.7 provides that no employer shall require an employee to work during any rest period
12 mandated by an applicable order of the California IWC.

13 52. During the relevant time period set forth herein, the applicable IWC Wage
14 Order provides that "[e]very employer shall authorize and permit all employees to take rest
15 periods, which insofar as practicable shall be in the middle of each work period" and that the
16 "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes
17 net rest time per four (4) hours or major fraction thereof" unless the total daily work time is
18 less than three and one-half (3 ½) hours.

19 53. During the relevant time period set forth herein, Defendants required Plaintiff
20 and the other class members to work four (4) or more hours without authorizing or permitting a
21 ten (10) minute rest period per each four (4) hour period worked.

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54. During the relevant time period set forth herein, Defendants willfully required Plaintiff and the other class members to work during rest periods and failed to pay Plaintiff and the other class members the full rest period premium for work performed during rest periods. Furthermore, Defendants maintain no policy, written or otherwise, regarding the provision of rest periods to crossing guard employees who work a daily total exceeding three and one-half (3 ½) hours in a single workday, nor do Defendants maintain a policy regarding the payment of premium wages for missed or non-compliant rest periods.

55. During the relevant time period set forth herein, Defendants failed to pay Plaintiff and the other class members the full rest period premium due pursuant to California Labor Code section 226.7.

56. Defendants' conduct violates applicable IWC Wage Orders and California Labor Code section 226.7.

57. Pursuant to the applicable IWC Wage Orders and California Labor Code section 226.7(b), Plaintiff and the other class members are entitled to recover from Defendants one additional hour of pay at the employees' regular hourly rate of compensation for each workday that the rest period was not provided.

THIRD CAUSE OF ACTION

(Violation of California Labor Code §§ 1194 and 1197)

(Against ALL-CITY MANAGEMENT SERVICES, INC. and DOES 1 through 100)

58. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 57 and each and every part thereof with the same force and effect as though fully set forth herein.

59. During the relevant time period set forth herein, the applicable IWC Order and California Labor Code sections 1194 and 1197 were applicable to Plaintiff's and the other class members' employment by Defendants.

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1 60. During the relevant time period set forth herein, California Labor Code sections
2 1194 and 1197 provide that the minimum wage to be paid to employees, and the payment of a
3 lesser wage than the minimum so fixed, is unlawful.

4 61. During the relevant time period set forth herein, IWC Order No. 4-2001
5 section 4(C) provides that “[w]hen an employee works a split shift, one (1) hour’s pay at the
6 minimum wage shall be paid in addition to the minimum wage for that workday, except when
7 the employee resides at the place of employment.”

8 62. During the relevant time period set forth herein, Defendants failed to pay
9 minimum wages to Plaintiff and the other class members as required, pursuant to California
10 Labor Code sections 1194 and 1197. For example, Defendants had no method or practice in
11 place to accurately record time worked by Plaintiff and the other class members. Instead,
12 Defendants paid crossing guard employees based on predetermined blocks of time for each
13 work assignment without regard to the times Plaintiff and the other class members started and
14 stopped performing work duties. Furthermore, Plaintiff and the other class members were
15 routinely forced to arrive at their post and begin performing crossing guard duties prior to the
16 scheduled start time, and they were likewise routinely forced to continue performing crossing
17 guard duties after the scheduled end time. However, Defendants, as a matter of policy and
18 practice, did not compensate Plaintiff and the other class members for the additional time
19 worked. Additionally, Defendants failed to compensate Plaintiff and the other class members
20 for travel time from one worksite to the next in the same workday.

21 63. During the relevant time period set forth herein, Defendants failed to pay split
22 shift premiums to Plaintiff and the other class members for all split shifts worked in a given
23 workday as required by the applicable IWC Wage Order. Specifically, Defendants paid
24 Plaintiff and the other class members only one split shift premium per workday, even when
25 they worked two or three split shifts total in a single day.

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64. Defendants' failure to pay Plaintiff and the other class members the minimum wage as required violates California Labor Code sections 1194 and 1197. Pursuant to those sections, Plaintiff and other class members are entitled to recover the unpaid balance of their minimum wage compensation as well as interest, costs, and attorney's fees, and liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

65. Pursuant to California Labor Code section 1194.2, Plaintiff and the other class members are entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

FOURTH CAUSE OF ACTION

(Violation of California Labor Code §§ 201 and 202)

(Against ALL-CITY MANAGEMENT SERVICES, INC. and DOES 1 through 100)

66. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 65, and each and every part thereof with the same force and effect as though fully set forth herein.

67. During the relevant time period set forth herein, California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

68. During the relevant time period set forth herein, Defendants intentionally and willfully failed to pay Plaintiff and the other class members who are no longer employed by Defendants their wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ.

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69. Defendants' failure to pay Plaintiff and the other class members who are no longer employed by Defendants their wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ, is in violation of California Labor Code sections 201 and 202. Specifically, for the reasons stated in paragraphs 45, 54, 62, and 63, Defendants willfully failed to pay Plaintiff and the other class members their earned and unpaid wages.

70. California Labor Code section 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

71. Plaintiff and the other class members are entitled to recover from Defendants the statutory penalty wages for each day they were not paid, up to the thirty (30) day maximum as provided by Labor Code section 203.

FIFTH CAUSE OF ACTION

(Violation of California Labor Code § 226(a))

(Against ALL-CITY MANAGEMENT SERVICES, INC. and DOES 1 through 100)

72. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 71, and each and every part thereof with the same force and effect as though fully set forth herein.

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1 73. During the relevant time period set forth herein, California Labor Code section
2 226(a) provides that every employer shall furnish each of his or her employees an accurate
3 itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the
4 employee, (3) the number of piece-rate units earned and any applicable piece rate if the
5 employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on
6 written orders of the employee may be aggregated and shown as one item, (5) net wages
7 earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the
8 employee and his or her social security number, (8) the name and address of the legal entity
9 that is the employer, and (9) all applicable hourly rates in effect during the pay period and the
10 corresponding number of hours worked at each hourly rate by the employee. The deductions
11 made from payments of wages shall be recorded in ink or other indelible form, properly dated,
12 showing the month, day, and year, and a copy of the statement or a record of the deductions
13 shall be kept on file by the employer for at least three years at the place of employment or at a
14 central location within the State of California.

15 74. Defendants have intentionally and willfully failed to provide Plaintiff and the
16 other class members with complete and accurate wage statements. The deficiencies include
17 but are not limited to: the failure to include the total number of hours worked by Plaintiff and
18 other class members and the failure to include all split shift premiums owed.

19 75. As a result of Defendants' violation of California Labor Code section 226(a),
20 Plaintiff and the other class members have suffered injury and damage to their statutorily
21 protected rights.

22 76. More specifically, Plaintiff and the other class members have been injured by
23 Defendants' intentional and willful violation of California Labor Code section 226(a) because
24 they were denied both their legal right to receive, and their protected interest in receiving,
25 accurate and itemized wage statements pursuant to California Labor Code section 226(a).

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77. Plaintiff and the other class members are entitled to recover from Defendants the greater of their actual damages caused by Defendants' failure to comply with California Labor Code section 226(a), or an aggregate penalty not exceeding four thousand dollars per employee.

78. Plaintiff and the other class members are also entitled to injunctive relief to ensure compliance with this section, pursuant to California Labor Code section 226(g).

SIXTH CAUSE OF ACTION

(Violation of California Labor Code §§ 2800 and 2802)

(Against ALL-CITY MANAGEMENT SERVICES, INC. and DOES 1 through 100)

79. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 78, and each and every part thereof with the same force and effect as though fully set forth herein.

80. Pursuant to California Labor Code sections 2800 and 2802, an employer must reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer.

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81. Defendants have intentionally and willfully failed to reimburse Plaintiff and the other class members for all necessary business-related expenses and costs. Plaintiff and the other class members are entitled to recover from Defendants their business-related expenses and costs incurred during the course and scope of their employment, plus interest accrued from the date on which the employee incurred the necessary expenditures at the same rate as judgments in civil actions in the State of California. For example, Plaintiff and the class members were required to use their personal cellular telephones throughout the workday to communicate with their supervisors regarding work-related matters, including but not limited to their arrival at worksites, complications related to work, to confirm their completion of work assignments, and to receive and accept last-minute work assignments. Additionally, Plaintiff and the other class members were not reimbursed for mileage and/or gas when they used their personal vehicles to travel from one work site to the next in a single workday.

SEVENTH CAUSE OF ACTION

(Violation of Labor Code § 2698, *et seq.* (“PAGA”))

(Against ALL-CITY MANAGEMENT SERVICES, INC. and DOES 1 through 100)

82. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 81, and each and every part thereof with the same force and effect as though fully set forth herein.

83. The Private Attorneys General Act of 2004 (“PAGA”) expressly establishes that any provision of the California Labor Code which provides for a civil penalty to be assessed and collected by the California Labor and Workforce Development Agency (“LWDA”), or any of its departments, divisions, commissions, boards, agencies or employees for a violation of the California Labor Code, may be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself, and other current or former employees.

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84. On August 15, 2023, Plaintiff provided written notice to the LWDA and Defendants of the specific provisions of the Labor Code she contends were violated, and the theories supporting her contentions. Attached hereto as **Exhibit 1** and incorporated by reference is a copy of the written notice to the LWDA. Plaintiff believes that on or about October 19, 2023, the sixty-five (65) days' notice period expired as to all Defendants, and the LWDA took no action to investigate or prosecute this matter. Thus, Plaintiff exhausted her administrative remedies.

85. Plaintiff and the other non-exempt crossing guard employees are "aggrieved employees" as defined by California Labor Code section 2699(c) in that they all are or were non-exempt employees of Defendants employed in California at any time during the period from August 15, 2022, to the present, and one or more of the alleged violations was committed against them.

Failure to Pay Minimum Wages

86. At all times relevant herein, Defendants were required to compensate their non-exempt employees minimum wages for all hours worked, pursuant to the mandate of Labor Code sections 1194 and 1197.

87. As a policy and practice, Defendants failed to compensate Plaintiff and the other aggrieved current and former crossing guard employees for all hours worked, resulting in a failure to pay all minimum wages, where applicable.

Failure to Provide Meal Periods and Rest Breaks

88. At all times relevant herein, Defendants were required to authorize and permit their non-exempt employees to take a 10-minute rest break for every four (4) hours worked or major fraction thereof and were further required to provide their non-exempt employees with a 30-minute meal period for every five (5) hours worked, pursuant to the mandates of Labor Code sections 226.7 and 512.

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1 89. As a policy and practice, Defendants failed to provide Plaintiff and the other
2 aggrieved current and former crossing guard employees with legally mandated meal periods
3 and rest breaks and failed to pay proper compensation for this failure.

4 **Failure to Timely Pay Wages During Employment**

5 90. At all times relevant herein, Defendants were required to pay their employees
6 within a specified time period pursuant to the mandate of Labor Code section 204.

7 91. As a policy and practice, Defendants failed to pay Plaintiff and the other
8 aggrieved current and former crossing guard employees all wages due and owing them within
9 the required time period.

10 **Failure to Timely Pay Wages Upon Termination**

11 92. At all times relevant herein, Defendants were required to pay their employees all
12 wages owed in a timely fashion at the end of employment pursuant to the mandates of Labor
13 Code sections 201 to 204.

14 93. As a policy and practice, as a result of Defendants' Labor Code violations
15 alleged above, Defendants failed to pay Plaintiff and the other aggrieved former crossing guard
16 employees their final wages, pursuant to the mandates of Labor Code sections 201 through
17 204. Accordingly, Defendants owe waiting time penalties pursuant to Labor Code section 203.

18 **Failure to Provide Complete and Accurate Wage Statements**

19 94. At all times relevant herein, Defendants were required to keep *accurate* records
20 regarding their California employees, pursuant to the mandates of Labor Code sections 226 and
21 1174.

22 95. As a result of Defendants' various Labor Code violations, Defendants failed to
23 keep accurate records regarding Plaintiff and the other aggrieved current and former crossing
24 guard employees. For example, Defendants failed in their affirmative obligation to keep
25 accurate records regarding Plaintiff and the other aggrieved current and former crossing guard
26 employees' gross wages earned, total hours worked, all deductions, net wages earned, and all
27 applicable hourly rates and the number of hours worked at each hourly rate.
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97. As a policy and practice, Defendants regularly failed to reimburse Plaintiff and the other aggrieved current and former crossing guard employees for all business expenses incurred and owed to them within the required time period.

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- d. Penalties under Labor Code section 1197.1 in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred fifty dollars (\$250) for each aggrieved employee per pay period for each subsequent violation;
- e. Wages under California Labor Code section 558 in addition to, and entirely independent and apart from, any other penalty provided in the California Labor Code;
- f. Any and all additional penalties as provided by the Labor Code and/or other statutes; and
- g. Attorneys' fees and costs pursuant to Labor Code sections 210, 1194, and 2699, and any other applicable statute.

EIGHTH CAUSE OF ACTION

(Violation of California Business & Professions Code § 17200, *et seq.*)

(Against ALL-CITY MANAGEMENT SERVICES, INC. and DOES 1 through 100)

99. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 98, and each and every part thereof with the same force and effect as though fully set forth herein.

100. Defendants' conduct, as alleged herein, has been, and continues to be unfair, unlawful and harmful to Plaintiff, the other class members, to the general public, and Defendants' competitors. Accordingly, Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure section 1021.5.

101. Defendants' activities as alleged herein are violations of California law, and constitute unlawful business acts and practices in violation of California Business & Professions Code section 17200, *et seq.*

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102. A violation of California Business & Professions Code section 17200, *et seq.* may be predicated on the violation of any state or federal law. In this instant case, Defendants' policy and practice of requiring Plaintiff and the other class members, to work through their meal and rest periods without paying them proper compensation violate California Labor Code sections 226.7 and 512(a). Moreover, Defendants' policy and practice of failing to timely pay wages to Plaintiff and the other class members violate California Labor Code sections 201 and 202. Defendants also violated California Labor Code sections 226(a), 1194, 1197, 2800 and 2802.

103. As a result of the herein described violations of California law, Defendants unlawfully gained an unfair advantage over other businesses.

104. Plaintiff and the other class members have been personally injured by Defendants' unlawful business acts and practices as alleged herein, including but not necessarily limited to the loss of money and/or property.

105. Pursuant to California Business & Professions Code section 17200, *et seq.*, Plaintiff and the other class members are entitled to restitution of the wages withheld and retained by Defendants during a period that commences four years prior to the filing of this Complaint; an award of attorneys' fees pursuant to California Code of Civil procedure section 1021.5 and other applicable laws; and an award of costs.

DEMAND FOR JURY TRIAL

Plaintiff, individually, and on behalf of other members of the general public similarly situated, requests a trial by jury.

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1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiff, individually and on behalf of all other members of the general
3 public similarly situated, prays for relief and judgment against Defendants, jointly and
4 severally, as follows:

5 **Class Certification**

- 6 1. That this action be certified as a class action;
- 7 2. That Plaintiff be appointed as representative of the Class;
- 8 3. That counsel for Plaintiff be appointed as Class Counsel; and
- 9 4. That Defendants provide to Class Counsel immediately the names and most
10 current contact information (address, e-mail and telephone numbers) of all class members.

11 **As to the First Cause of Action**

12 5. That the Court declare, adjudge and decree that Defendants violated California
13 Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to
14 provide all meal periods (including second meal periods) to Plaintiff and the other class
15 members;

16 6. That the Court make an award to Plaintiff and the other class members of one
17 (1) hour of pay at each employee's regular rate of compensation for each workday that a meal
18 period was not provided;

19 7. For all actual, consequential, and incidental losses and damages, according to
20 proof;

21 8. For premium wages pursuant to California Labor Code section 226.7(b);

22 9. For pre-judgment interest on any unpaid wages from the date such amounts
23 were due;

24 10. For reasonable attorneys' fees and costs of suit incurred herein; and

25 11. For such other and further relief as the court may deem just and proper.

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As to the Second Cause of Action

12. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest periods to Plaintiff and the other class members;

13. That the Court make an award to Plaintiff and the other class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a rest period was not provided;

14. For all actual, consequential, and incidental losses and damages, according to proof;

15. For premium wages pursuant to California Labor Code section 226.7(b);

16. For pre-judgment interest on any unpaid wages from the date such amounts were due; and

17. For such other and further relief as the court may deem just and proper.

As to the Third Cause of Action

18. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 1194 and 1197 by willfully failing to pay minimum wages to Plaintiff and the other class members;

19. For general unpaid wages and such general and special damages as may be appropriate;

20. For pre-judgment interest on any unpaid compensation from the date such amounts were due;

21. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194(a);

22. For liquidated damages pursuant to California Labor Code section 1194.2; and

23. For such other and further relief as the court may deem just and proper.

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As to the Fourth Cause of Action

24. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the time of termination of the employment of Plaintiff and the other class members no longer employed by Defendants;

25. For all actual, consequential, and incidental losses and damages, according to proof;

26. For statutory wage penalties pursuant to California Labor Code section 203 for the other class members who have left Defendants' employ;

27. For pre-judgment interest on any unpaid compensation from the date such amounts were due; and

28. For such other and further relief as the court may deem just and proper.

As to the Fifth Cause of Action

29. That the Court declare, adjudge and decree that Defendants violated the record keeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders as to Plaintiff and the other class members, and willfully failed to provide accurate itemized wage statements thereto;

30. For actual, consequential and incidental losses and damages, according to proof;

31. For statutory penalties pursuant to California Labor Code section 226(e);

32. For injunctive relief to ensure compliance with this section, pursuant to California Labor Code section 226(g); and

33. For such other and further relief as the court may deem just and proper.

As to the Sixth Cause of Action

34. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiff and the other class members for all necessary business-related expenses as required by California Labor Code sections 2800 and 2802;

35. For actual, consequential and incidental losses and damages, according to proof;
36. For the imposition of civil penalties and/or statutory penalties;
37. For punitive damages and/or exemplary damages according to proof at trial;
38. For reasonable attorneys' fees and costs of suit incurred herein; and
39. For such other and further relief as the court may deem just and proper.

As to the Seventh Cause of Action

40. That the Court declare, adjudge, and decree that Defendants violated California Labor Code section 2698, *et seq.*, by failing to pay minimum wages, failing to provide meal periods and rest breaks, failing to timely pay wages during employment and upon termination, failing to provide complete and accurate wage statements, and failing to reimburse expenses;

41. For civil penalties pursuant to Labor Code section 2699 *et seq.*, for Defendants' violations of Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 2800 and 2802;

42. For costs and attorneys' fees pursuant to Labor Code sections 210, 218.5, 1194, 2699, and any other applicable statute; and

43. For such other and further relief that the court may deem just and proper.

As to the Eighth Cause of Action

44. That the Court declare, adjudge and decree that Defendants violated California Business and Professions Code section 17200, *et seq.* by failing to provide Plaintiff and the other class members all meal and rest periods, failing to pay at least minimum wages to Plaintiff and the other class members, failing to pay Plaintiff's and the other class members' wages timely as required by California Labor Code section 201, 202.

45. For restitution of unpaid wages to Plaintiff and other class members and all pre-judgment interest from the day such amounts were due and payable;

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1 46. For the appointment of a receiver to receive, manage and distribute any and all
2 funds disgorged from Defendants and determined to have been wrongfully acquired by
3 Defendants as a result of violation of California Business and Professions Code section 17200,
4 *et seq.*;

5 47. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
6 California Code of Civil Procedure section 1021.5;

7 48. For injunctive relief to ensure compliance with this section, pursuant to
8 California Business and Professions Code section 17200, *et seq.*; and

9 49. For such other and further relief as the court may deem just and proper.
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11 Dated: June 4, 2024

JUSTICE LAW CORPORATION

12
13 By: 

14 Douglas Han
15 Shunt Tatavos-Gharajeh
16 William Wilkinson
17 *Attorneys for Plaintiff*
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EXHIBIT 1

August 15, 2023

BY U.S. EMAIL/ELECTRONIC SUBMISSION

PAGAfilings@dir.ca.gov

State of California

Labor & Workforce Development Agency

800 Capitol Mall, MIC-55

Sacramento, California 95814

Re: ALL-CITY MANAGEMENT SERVICES, INC.

Dear Representative:

We have been retained to represent Janiel Victorino against All-City Management Services, Inc. (including any and all affiliates, managers, members, subsidiaries, and parents, and their shareholders, officers, directors, and employees), any individual, owner, officer or managing agent acting on behalf of an "Employer" pursuant to California Labor Code section 558.1, and DOES 1-20¹ for violations of California wage-and-hour laws (hereinafter collectively referred to as "ACM").

Ms. Victorino is pursuing her California Labor Code sections 2698, *et seq.*, the Private Attorneys General Act of 2004 ("PAGA") claim on a representative basis. Therefore, Ms. Victorino may seek penalties for violations of the Labor Code on behalf of the State of California and aggrieved employees, which are recoverable under PAGA. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

All-City Management Services, Inc. is a California corporation located at 10440 Pioneer Boulevard, Suite 5, Santa Fe Springs, CA, 90670.

ACM employed Ms. Victorino as an hourly-paid non-exempt Crossing Guard within one year of the date of this letter (until or until around December of 2022) in the State of California. ACM directly controlled the wages, hours and/or working conditions of Ms. Victorino and other aggrieved employees' employment, including direction, retention, scheduling, supervision, and termination.

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¹ Ms. Victorino does not know the true names or capacities, whether individual, partner or corporate, of DOES 1 through 20, inclusive, and for that reason, said DOES are designated under such fictitious names. Ms. Victorino will amend this notice when the true names and capacities are known. Ms. Victorino is informed and believes that each DOE was responsible in some way for the matters alleged herein and proximately caused Ms. Victorino and other current and former aggrieved employees to be subject to the illegal employment practices, wrongs and injuries complained of herein.

The “aggrieved employees” that Ms. Victorino may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees (whether hired directly or through a staffing agency) of ACM within the State of California.

ACM failed to properly pay its hourly-paid or non-exempt employees for all hours worked, failed to properly compensate minimum and overtime wages, failed to properly provide legally mandated meal and rest breaks or pay premium wages in lieu thereof, failed to issue compliant wage statements and failed to reimburse for all necessary business-related costs and expenses, thus resulting in Labor Code violations as stated below.

Pursuant to *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal. App. 5th 745, 751, an employee who brings a representative action and was affected by at least one of the violations alleged in the complaint has standing to pursue penalties on behalf of the state not only for that violation, but for violations affecting other employees as well. Accordingly, Ms. Victorino has standing to pursue penalties on behalf of the state for violations affecting all of the aggrieved employees at ACM, regardless of their classification, job title, location, or whether they were hired directly or through a staffing agency.

ACM has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and the IWC Wage Orders.

California Labor Code sections 510, 1194, and 1198 require employers to pay time-and-a-half or double-time overtime wages and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates. During the relevant time period, Ms. Victorino and other aggrieved employees routinely worked in excess of 8 hours in a day and 40 hours in a week. ACM failed to compensate Ms. Victorino and other aggrieved employees for all hours worked and performing off-the-clock work, including pre- and post-shift, and during meal breaks. ACM also failed to include non-discretionary bonuses into aggrieved employees’ regular rate of pay for purposes of overtime compensation. Therefore, Ms. Victorino and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

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California Labor Code section 246 requires that employers provide employees with paid sick leave of not less than one hour per every 30 hours worked. California Labor Code section 246(l) also requires that paid sick leave be paid at a non-exempt employee's regular rate of pay for the workweek in which the employee uses paid sick time or at a rate calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment. During the relevant time period, ACM failed to pay aggrieved employees paid sick leave that complied with California Labor Code section 246, by, for example, failing to pay paid sick leave at non-exempt employee's regular rate of pay or at a rate calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment.

California Labor Code sections 226.7 and 512(a) require employers to pay an employee one additional hour of pay at the employee's regular rate for each workday that a meal or rest break is not provided. During the relevant time period, ACM routinely required Ms. Victorino and other aggrieved employees to work through, interrupt, cut short, and/or delay their meal and rest breaks to comply with ACM's policies and expectations and unload trucks. ACM failed to provide coverage to Ms. Victorino and other aggrieved employees so they may be relieved of all work duties and take legally mandated meal and rest breaks. Lastly, ACM failed to authorize and permit Ms. Victorino and other aggrieved employees to take the requisite number of meal and rest breaks, including second meal breaks and third rest breaks, when working shifts exceeding 10 hours in length. Despite these facts, ACM failed to compensate Ms. Victorino and other aggrieved employees all the premium wages they were owed, including failing to pay premium wages at aggrieved employees' regular rate of pay.

California Labor Code section 551 states "[e]very person employed in any occupation of labor is entitled to one day's rest therefrom in seven." Section 552 further states "[n]o employer of labor shall cause his employees to work more than six days in seven." ACM required aggrieved employees to work seven days in a row or more without one day's rest.

California Labor Code section 432.5 states "[n]o employer, or agent, manager, superintendent, or officer thereof, shall require any employee or applicant for employment to agree, in writing, to any term or condition which is known by such employer, or agent, manager, superintendent, or officer thereof to be prohibited by law." ACM required aggrieved employees to execute arbitration agreements as a condition of employment despite knowing that such agreements are prohibited under Labor Code section 432.6.

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California Labor Code section 201 requires that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately. California Labor Code section 202 requires that if an employee not having a written contract for a definite period quits their employment, their wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours' previous notice of their intention to quit, in which case the employee is entitled to their wages at the time of quitting. California Labor Code section 203 provides that if an employer willfully fails to pay, without abatement or reduction, in accordance with Labor Code sections 201, 201.3, 201.5, 201.6, 201.8, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days. During the relevant time period, ACM failed to pay Ms. Victorino and other aggrieved employees all wages, including for uncompensated off-the-clock work, unpaid overtime premiums and premium wages for failing to provide legally mandated meal and rest breaks, due to them within any time period specified by California Labor Code sections 201 and 202 and therefore is liable under California Labor Code sections 203 and 210.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, ACM failed to pay Ms. Victorino and other aggrieved employees all wages due to them, including for uncompensated off-the-clock work, unpaid overtime premiums and premium wages for failing to provide legally mandated meal and rest breaks within any time period specified by California Labor Code section 204, and is therefore liable under California Labor Code section 210.

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California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, ACM did not provide Ms. Victorino and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from ACM were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include (1) gross wages earned by Ms. Victorino and other aggrieved employees, (2) total hours worked by Ms. Victorino and other aggrieved employees, (3) the number of piece-rate units earned and any applicable piece rate by Ms. Victorino and other aggrieved employees, (4) all deductions for Ms. Victorino and other aggrieved employees, (5) net wages earned by Ms. Victorino and other aggrieved employees, (6) the inclusive dates of the period for which aggrieved employees are paid, (7) the name of the aggrieved employee and only the last four digits of their social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by Ms. Victorino and other aggrieved employees.

California Labor Code section 558 allows recovery of penalties. Pursuant to the code, (a) Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall be paid to the affected employee. Ms. Victorino and other aggrieved employees have been denied their wages and premium wages and, therefore, are entitled to penalties.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than three years. During the relevant time period, ACM failed to keep accurate and complete payroll records showing the hours worked daily and the wages paid to Ms. Victorino and other aggrieved employees.

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California Labor Code sections 1194, 1197 and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, ACM did not provide Ms. Victorino and other aggrieved employees with the minimum wages to which they were entitled despite constructive and actual knowledge of off-the-clock work, including pre- and post-shift, and during meal breaks.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of their job duties or in direct consequence of their obedience to the directions of the employer. During their employment, Ms. Victorino and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by ACM, including for using their personal cell phones and vehicles for work-related purposes.

We believe that Ms. Victorino and other current and former California-based hourly-paid or non-exempt employees are entitled to penalties as allowed under California Labor Code sections 2698, *et seq.* for violations of Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and the IWC Wage Orders.

California Labor Code section 2699.3 requires that a claimant send a certified letter to the employer in question and the California Labor & Workforce Development Agency setting forth the claims, and the basis for the claims, thereby giving the California Labor & Workforce Development Agency an opportunity to investigate the claims and/or take any action it deems appropriate.

The purpose of this letter is to satisfy the requirement created by California Labor Code section 2699 prior to seeking penalties allowed by law for the aforementioned statutory violations. We look forward to determining whether California Labor & Workforce Development Agency intends to take any action in reference to these claims. We kindly request that you respond to this notice according to the time frame contemplated by the California Labor Code.

Ms. Victorino will seek these penalties on her own behalf and on behalf of other similarly situated California-based hourly-paid or non-exempt employees of ACM within one year of the date of this letter, as allowed by law.

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LWDA
August 15, 2023
Page 7 of 7

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

Very truly yours,

JUSTICE LAW CORPORATION

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

Douglas Han, Esq.

CC: (By Certified U.S. Mail Only):

Demetra Farwell
c/o All-City Management Services, Inc.
10440 Pioneer Boulevard, Suite 5
Santa Fe Springs, CA, 90670
Agent for Service of Process for All-City Management Services, Inc.

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PROOF OF SERVICE
1013A(3) CCP

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, California 91103 and my electronic service address is dmather@justicelawcorp.com.

On June 5, 2024, I served the foregoing document described as

SECOND AMENDED COMPLAINT

for the following case: **Victorino v. All-City Management Services, Inc.**
LWDA/Court Case No.: **LWDA Case No.: 975151-23**
Court Case No.: 23STCV19464
Los Angeles County Superior Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

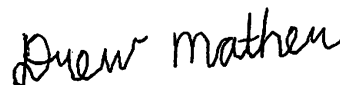
[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE

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

Executed on June 5, 2024, at Pasadena, California.



Drew Mather