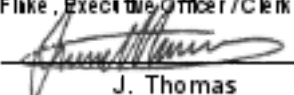


09/16/2026

Clad Flake, Executive Officer / Clerk of the Court

By:  Deputy  
J. Thomas

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Attorneys for Plaintiff Norma Morales Mendoza,  
individually, and on behalf of all others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF ALAMEDA**

NORMA MORALES MENDOZA, individually,  
and on behalf of all others similarly situated,

Plaintiff,

v.

KLEEN-TECH SERVICES, LLC; and DOES 1  
through 50, inclusive,

Defendants.

Case No.: 26CV178409

*Assigned for all purposes to:  
Hon. Mark Fickes, Dept. 518*

**FIRST AMENDED CLASS ACTION  
COMPLAINT:**

1. Failure to Pay Wages;
2. Failure to Indemnify Necessary Expenditures;
3. Failure to Provide Accurate Itemized Wage Statements;
4. Failure to Pay All Wages Due During Employment and Upon Separation of Employment;
5. Unfair and Unlawful Business Practices; and
6. Private Attorneys General Act of 2004.

1 Plaintiff Norma Morales Mendoza (“Plaintiff”), individually and on behalf of all others  
2 similarly situated, alleges as follows:

### 3 INTRODUCTION

4 1. Plaintiff brings this putative class and representative action against Defendants  
5 Kleen-Tech Services, LLC and DOES 1 through 50, inclusive (collectively, “Defendants”), on  
6 Plaintiff’s own behalf and on behalf of a class of individuals who are and were employed by  
7 Defendants as non-exempt or hourly-paid employees throughout California.

8 2. Plaintiff alleges that Defendants engaged in a pattern of wage and hour violations  
9 under the California Labor Code and Industrial Welfare Commission (“IWC”) Wage Orders, all of  
10 which contribute to Defendants’ deliberate unfair competition.

11 3. Plaintiff is informed and believes, and thereon alleges, that Defendants have  
12 increased their profits by violating state wage and hour laws by, among other things:

- 13 (a) failing to pay all wages;
- 14 (b) failing to indemnify necessary expenditures;
- 15 (c) failing to provide accurate itemized wage statements; and
- 16 (d) failing to pay all wages due during employment and upon separation of  
17 employment.

18 4. Plaintiff seeks monetary relief against Defendants on behalf of herself and all other  
19 similarly situated in California to recover, among other things, unpaid wages, statutory penalties,  
20 benefits, interest, attorneys’ fees, costs and expenses, and penalties pursuant to Labor Code §§  
21 98.6, 201, 202, 203, 204, 210, 226, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198,  
22 2698, *et seq.*, 2802, and Code of California Civil Procedure § 1021.5.

### 23 JURISDICTION AND VENUE

24 5. This is a class action brought pursuant to Code of Civil Procedure § 382.

25 6. The monetary damages, restitution, penalties, and other legal and equitable relief  
26 sought by Plaintiff exceed the minimal jurisdictional limits of this Court and will be established  
27 according to proof at trial.

28 7. This Court has jurisdiction over this action pursuant to Article VI, § 10 of the

1 California Constitution, which grants the superior court “original jurisdiction in all other causes”  
2 except those given by statute to other courts. The statutes under which this action is brought do not  
3 specify any other basis for jurisdiction.

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

9 9. Venue is proper in this court because Defendants maintain offices, have agents,  
10 employ individuals, and/or transact business in this county.

#### 11 **THE PARTIES**

12 10. Plaintiff is a California resident and was employed by Defendants in Fremont,  
13 California as a non-exempt janitor from approximately November 2025 to approximately  
14 December 2025.

15 11. Defendants were and are subject to the Labor Code and IWC Wage Orders as  
16 employers whose employees were and are engaged to work throughout this county and the State  
17 of California.

18 12. Plaintiff is unaware of the true names or capacities of the Defendant sued herein  
19 under the fictitious names DOES 1 through 50 but will amend the complaint and serve such  
20 fictitiously named Defendants once their names and capacities become known.

21 13. Plaintiff is informed and believes and thereon alleges that each and all of the acts  
22 and omissions alleged herein were performed by, or are attributable, to each Defendant acting as  
23 the agent, employee, alter ego, and/or joint venturer of, or working in concert with, each of the  
24 other co-Defendants and within the course and scope of such agency, employment, joint venture,  
25 or concerted activity with legal authority to act on the others’ behalf.

26 14. Plaintiff is informed and believes and thereon alleges that during the relevant time  
27 period, DOES 1 through 50 were the employers of Plaintiff and the other members of the class  
28 within the meaning of all applicable state laws and statutes. Plaintiff is informed and believes and

thereon alleges that DOES 1 through 50 directly or indirectly controlled or affected the working conditions, working hours, and conditions of employment of Plaintiff and the other members of the class so as to make each Defendant an employer liable under the statutory provision set forth herein.

15. Plaintiff is informed and believes and thereon alleges that DOES 1 through 50 had the authority to hire and terminate Plaintiff and the other members of the class, to set work rules and conditions governing Plaintiff and the other members of the class's employment, and to supervise their daily employment activities.

16. Plaintiff is informed and believes and thereon alleges that DOES 1 through 50 exercise sufficient authority over the terms and conditions of Plaintiff's and the other members of the class's employment for them to be joint employers of Plaintiff and the other members of the class.

#### **CLASS ACTION ALLEGATIONS**

17. Plaintiff brings this action under Code of Civil Procedure § 382 on Plaintiff's own behalf and on behalf of all others similarly situated who were affected by Defendants' Labor Code Business and Professions Code, and IWC Wage Order Violations.

18. All claims alleged herein arise under California law for which Plaintiff seeks relief authorized by California law.

19. Plaintiff's proposed class consists of and is defined as follows:

All individuals currently or formerly employed by Defendants as non-exempt or hourly-paid employees in the State of California at any time between four years prior to the filing of this action and the date of class certification ("Class").

20. Members of the Class described above will be collectively referred to as "Class Members."

21. Plaintiff reserves the right to modify or re-define the Class, establish subclasses, or modify or re-define any class definition as appropriate based on investigation, discovery, and specific theories of liability.

22. There are common questions of law and fact as to the Class Members that

predominate over any questions affecting only individual members including, but not limited to the following:

- (a) Whether Defendants failed to pay Plaintiff and Class Members all wages for all hours worked by Plaintiff and Class Members;
- (b) Whether Defendants made it necessary for Plaintiff and Class Members to use their personal cell phones for work purposes and failed to indemnify Plaintiff and Class Members for such use;
- (c) Whether Defendants failed to provide Plaintiff and Class Members accurate itemized wage statements.
- (d) Whether Defendants failed to pay wages timely to Plaintiff and Class Members during employment;
- (e) Whether Defendants failed to pay Plaintiff and Class Members all wages timely upon termination of employment.
- (f) Whether Defendants' conduct was willful, reckless, intentional, and/or knowing; and
- (g) Whether Defendants engaged in unfair business practices in violation of Business and Professions Code §§ 17200, et seq.

23. There is a well-defined community of interest in this litigation and the proposed Class and subclasses are readily ascertainable:

- (a) Numerosity: The Class Members are so numerous that joinder of all members is impractical. Although the members of the Class are unknown to Plaintiff at this time, on information and belief, the Class is estimated to be greater than 100 individuals. The identities of the Class Members are readily ascertainable by inspection of Defendants' employment and payroll records.
- (b) Typicality: Plaintiff's claims (or defenses, if any) are typical of the claims (or defenses, if any) of the Class Members because Defendants' failure to comply with the provisions of California's wage and hour laws entitled each Class Member to similar pay, benefits, and other relief. The injuries

sustained by Plaintiff are also typical of the injuries sustained by the Class Members, because they arise out of and are caused by Defendants' common course of conduct as alleged herein.

(c) Adequacy: Plaintiff will fairly and adequately represent and protect the interests of all Class Members because it is in Plaintiff's best interest to prosecute the claims alleged herein to obtain full compensation and penalties due. Plaintiff's attorneys, as proposed class counsel, are competent and experienced in litigating large employment class actions and versed in the rules governing class action discovery, certification, and settlement. Plaintiff has incurred and, throughout the duration of this action, will continue to incur attorneys' fees and costs that have been and will be necessarily expended for the prosecution of this action for the substantial benefit of the Class Members.

(d) Superiority: The nature of this action makes use of class action adjudication superior to other methods. A class action will achieve economies of time, effort, and expense as compared with separate lawsuits and will avoid inconsistent outcomes because the same issues can be adjudicated in the same manner for the entire Class at the same time. If appropriate, this Court can, and is empowered to, fashion methods to efficiently manage this case as a class action.

### **GENERAL ALLEGATIONS**

24. During the relevant time period, Defendants employed Plaintiff and Class Members as non-exempt or hourly-paid employees throughout California at Defendants' California business location(s).

25. During the relevant time period, Defendants knew that Plaintiff and Class Members were entitled to compensation for all hours worked. However, Defendants failed to pay Plaintiff and Class Members wages for all hours worked due to Defendants' policy and practice of failing to keep records of the time Plaintiff and Class Members worked with a system for clocking in and

1 out. Instead, Defendants instructed Plaintiff and Class Members to self-report the hours they  
2 worked on a rounded to the nearest quarter hour increment. As a result, Defendants failed to pay  
3 Plaintiff and Class Members for all wages in violation of the Labor Code and applicable IWC  
4 Wage Order.

5 26. During the relevant time period, Defendants knew that Plaintiff and Class Members  
6 were entitled to indemnification of all necessary expenditures or losses incurred in direct  
7 consequence of the discharge of Plaintiff and Class Members' duties. However, Defendants made  
8 it necessary for Plaintiff and Class Members to use their personal cell phones to communicate with  
9 Defendants regarding work scheduling, and Defendants failed to indemnify for these necessary  
10 expenditures in violation of the Labor Code.

11 27. During the relevant time period, Defendants knew that Plaintiff and Class Members  
12 were entitled to itemized wage statements that accurately showed, *inter alia*, gross wages earned,  
13 total hours worked, net wages earned, and all applicable hourly rates in effect during the pay period  
14 and the corresponding number of hours worked at each hourly rate. However, due to Defendants'  
15 failure to record and pay for all time worked, Defendants failed to provide accurate itemized wage  
16 statements in violation of the Labor Code.

17 28. During the relevant time period, Defendants knew that Plaintiff and Class Members  
18 were entitled to timely payment of wages due during employment and upon separation of  
19 employment. In violation of the Labor Code, Plaintiff and Class Members did not receive payment  
20 of all wages within the required time periods.

21 29. During the relevant time period, Defendants knew they had a duty to compensate  
22 Plaintiff and Class Members, and Defendants had the financial ability to pay such compensation  
23 but willfully, knowingly, and/or intentionally failed to do so in order to increase Defendants'  
24 profits.

25 30. Therefore, Plaintiff brings this lawsuit seeking monetary and injunctive relief  
26 against Defendants on Plaintiff's own behalf and on behalf of all Class Members to recover, among  
27 other things, unpaid wages, necessary expenditures, interest, attorneys' fees, penalties, costs, and  
28 expenses.

1 **FIRST CAUSE OF ACTION**

2 **FAILURE TO PAY WAGES**

3 (Violation of Labor Code §§ 1194, 1194.2, 1197, & 1198; Violation of IWC Wage Order §§ 3,  
4 4, and 5)

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

7 32. During the relevant time period, Defendants were required to compensate Plaintiff  
8 and Class Members for all hours worked pursuant to Labor Code §§ 200, *et seq.*, 1182.12, 1194,  
9 1194.2, 1197, and 1198, and the applicable IWC Wage Order.

10 33. Labor Code §§ 1194 and 1197 provide that the minimum wage for employees fixed  
11 by the IWC is the minimum wage to be paid to employees, and the payment of a lesser wage than  
12 the minimum so fixed is unlawful

13 34. Labor Code § 1198 and the applicable IWC Wage Order provide that it is unlawful  
14 to employ individuals without compensating them at a rate of pay either 1 ½ times or 2 times the  
15 individual's regular rate of pay, depending on the number of hours worked by the individual on a  
16 daily or weekly basis.

17 35. During the relevant time period, Defendants failed to pay Plaintiff and Class  
18 Members all wages owed when Defendants did not pay for all hours worked.

19 36. In violation of the Labor Code, Defendants knowingly and willfully refused to  
20 perform their obligations and compensate Plaintiff and Class Members for all wages earned and  
21 all hours worked.

22 37. During the relevant time period, Defendants regularly failed to pay all wages to  
23 Plaintiff and Class Members for all hours worked in violation of the Labor Code and the applicable  
24 IWC Wage Order.

25 38. As a direct and proximate result of Defendants' failure to pay Plaintiff and Class  
26 Members the required wages, Plaintiff and Class Members are entitled to recover the unpaid  
27 balance of their wages, as well as interest, costs, and attorneys' fees.

28 ///

39. Pursuant to Labor Code § 1194.2, Plaintiff and Class Members are entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

## SECOND CAUSE OF ACTION

## **FAILURE TO INDEMNIFY NECESSARY EXPENDITURES**

(Violation of Labor Code § 2802)

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

41. Labor Code § 2802 requires employers to indemnify their employees for all necessary expenditures or losses incurred in direct consequence of the discharge of their duties.

42. During the relevant time period, Defendants made it necessary for Plaintiff and Class Members to incur expenditures or losses in direct consequence of the discharge of their duties, without indemnifying Plaintiff and Class Members in violation of Labor Code § 2802.

43. In committing the violations alleged herein, Defendants have willfully and intentionally failed to indemnify Plaintiff and Class Members for necessary expenditures or losses. As a direct result, Plaintiff and Class Members have suffered and continue to suffer substantial losses, including the use and enjoyment of their compensation, expenses, and attorneys' fees.

### THIRD CAUSE OF ACTION

## FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

(Violation of Labor Code § 226)

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

45. Labor Code § 226(a) requires Defendants to provide each employee with an accurate wage statement in writing showing nine pieces of information, including, the following: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is

1 paid, (7) the name of the employee and the last four digits of his or her social security number or  
2 an employee identification number other than a social security number, (8) the name and address  
3 of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay  
4 period and the corresponding number of hours worked at each hourly rate by the employee.

5 46. During the relevant time period, Defendants have knowingly and intentionally failed  
6 to comply with Labor Code § 226(a) on wage statements that were provided to Plaintiff and Class  
7 Members. The deficiencies include, among other things, the failure to correctly state the gross and  
8 net wages earned, total hours worked, all applicable hourly rates in effect, and the number of hours  
9 worked at each hourly rate by Plaintiff and Class Members.

10 47. As a result of Defendants' knowing and intentional failure to comply with Labor  
11 Code § 226(a), Plaintiff and Class Members have suffered injury and damage to their statutory  
12 rights. Plaintiff and Class Members are deemed to suffer an injury pursuant to Labor Code § 226(e)  
13 where, as here, Defendants intentionally violated Labor Code § 226(a). Plaintiff and Class  
14 Members were denied both their legal right to receive, and their protected interest in receiving,  
15 accurate itemized wage statements under Labor Code § 226(a). In addition, because Defendants  
16 failed to provide accurate rates of pay on wage statements, Defendants prevented Plaintiff and  
17 Class Members from determining if all hours worked were paid at the appropriate rate and the  
18 extent of the underpayment, thereby causing Plaintiff to incur expenses and lost time. Plaintiff  
19 would not have had to engage in these efforts and incur these costs had Defendants provided the  
20 accurate hours worked, wages earned, and rates of pay. This has also delayed Plaintiff's ability to  
21 demand and recover underpayment of wages from Defendants.

22 48. Plaintiff and Class Members are entitled to recover from Defendants the greater of  
23 all actual damages caused by Defendants' failure to comply with Labor Code § 226(a) or \$50.00  
24 for the initial pay period in which a violation occurred and \$100.00 per employee for each violation  
25 in subsequent pay periods in an amount not exceeding \$4,000.00 per employee, plus attorneys'  
26 fees and costs.

27 49. Defendants' violations of California Labor Code § 226(a) prevented Plaintiff and  
28 Class Members from knowing, understanding, and disputing the wages paid to them and resulted

1 in a unjustified economic enrichment to Defendants. As a result of Defendants' knowing and  
2 intentional failure to comply with California Labor Code § 226(a), Plaintiff and Class Members  
3 have suffered an injury, in the exact amount of damages and/or penalties to be shown according to  
4 proof at trial.

5 **FOURTH CAUSE OF ACTION**

6 **FAILURE TO PAY ALL WAGES DUE DURING EMPLOYMENT AND UPON**  
7 **SEPARATION OF EMPLOYMENT**

8 (Violation of Labor Code §§ 201, 202, 203, 204, & 210)

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

11 51. Labor Code §§ 201 and 202 provide that if an employer discharges an employee,  
12 the wages earned and unpaid at the time of discharge are due and payable immediately, and that if  
13 an employee voluntarily leaves his or her employment, his or her wages shall become due and  
14 payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-  
15 two (72) hours previous notice of an intention to quit, in which case the employee is entitled to his  
16 or her wages at the time of quitting.

17 52. Labor Code § 203 provides that if an employer willfully fails to pay wages in  
18 accordance with Labor Code §§ 201 and 202 to any employee who is discharged or quit, the wages  
19 of the employee shall continue as a penalty from the due date thereof at the same rate until paid or  
20 until an action therefor is commenced, but not for more than 30 days.

21 53. Labor Code § 204 provides that employees must be paid within a certain number of  
22 days of the close of the pay period. Labor Code § 210 provides that any employer who fails to pay  
23 in accordance with the deadlines set forth in Labor Code § 204 shall be subject to a penalty in the  
24 amount of \$100 for each failure to pay each employee and \$200 plus 25% of the amount unlawfully  
25 withheld for each subsequent violation or any willful or intentional violation.

26 54. During the relevant time period, Defendants failed to timely pay Plaintiff and Class  
27 Members wages earned during the pay period within the required time limits.

28 55. During the relevant time period, Defendants willfully failed to pay Plaintiff and

1 Class Members their earned wages upon termination, either at the time of discharge or within  
2 seventy-two (72) hours of their leaving Defendants' employ.

3 56. Defendants' failure to pay Plaintiff and Class Members all their earned wages within  
4 the required time limits during employment and at the time of discharge or within seventy-two (72)  
5 hours of their leaving Defendants' employ is in violation of Labor Code §§ 201, 202, and 204.

6 57. Plaintiff and other Class Members are entitled to recover from Defendants the  
7 statutory penalties set forth in Labor Code §§ 203 and 210.

## 8 **FIFTH CAUSE OF ACTION**

### 9 **UNFAIR AND UNLAWFUL BUSINESS PRACTICES**

10 (Violation of Business and Professions Code §§ 17200, *et seq.*)

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

13 59. California Business and Professions Code §§ 17200, *et seq.* prohibits acts of unfair  
14 competition, which includes any "unlawful, unfair, or fraudulent business act or practice . . ."

15 60. A violation of California Business and Professions Code §§ 17200, *et seq.* may be  
16 predicated on a violation of any state or federal law. Defendants' policies and practices violated  
17 California law, causing Plaintiff and Class Members to suffer and continue to suffer injuries-in-  
18 fact.

19 61. Defendants' policies and practices violated state law in at least the following  
20 respects:

21 (a) Failing to pay wages to Plaintiff and Class Members in violation of Labor  
22 Code §§ 1194, 1194.2, 1197, and 1198; and

23 (b) Failing to indemnify Plaintiff and Class Members for necessary business  
24 expenditures or losses incurred in direct discharge of their duties in violation  
25 of Labor Code § 2802.

26 62. As alleged herein, Defendant engaged in unlawful conduct in violation of the  
27 California Labor Code and IWC Wage Orders, such as failing to pay wages and failing to  
28 ///

1 indemnify necessary expenditures, all in order to decrease their costs of doing business and  
2 increase their profits.

3 63. Plaintiff is informed and believes and thereon alleges that during the relevant time  
4 period, Defendants were knowledgeable concerning the wage and hour laws of California.

5 64. During the relevant time period, Defendants intentionally avoided paying Plaintiff  
6 and Class Members wages and monies owed, thereby creating an artificially lower cost of doing  
7 business in order to undercut Defendants' competitors and gain a greater foothold in the  
8 marketplace.

9 65. By violating the foregoing statutes and regulations as herein alleged, Defendants'  
10 acts constitute unfair and unlawful business practices under California Business and Professions  
11 Code §§ 17200, *et seq.*

12 66. As a result of the unfair and unlawful business practices of Defendants as alleged  
13 herein, Plaintiff and Class Members are entitled to injunctive relief, disgorgement, and restitution  
14 in an amount to be shown according to proof at trial.

15 67. Plaintiff seeks to enforce important rights affecting the public interest within the  
16 meaning of California Code of Civil Procedure § 1021.5. Defendants' conduct, as alleged herein,  
17 has been and continues to be unfair, unlawful, and harmful to Plaintiff, Class Members, and the  
18 general public. Based on Defendants' conduct as alleged herein, Plaintiff and Class Members are  
19 entitled to an award of attorneys' fees pursuant to California Code of Civil Procedure § 1021.5.

## 20 SIXTH CAUSE OF ACTION

### 21 PRIVATE ATTORNEYS GENERAL ACT OF 2004

22 (Labor Code §§ 2698, *et seq.*)

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

25 69. Labor Code § 2699(a) provides that notwithstanding any other provision of law, any  
26 provision of this code that provides for a civil penalty to be assessed and collected by the Labor  
27 and Workforce Development Agency or any of its departments, divisions, commissions, boards,  
28 agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a

1 civil action brought by an aggrieved employee on behalf of himself or herself and other current or  
2 former employees against whom a violation of the same code provision was committed pursuant  
3 to the procedures specified in Section 2699.3.

4 70. Labor Code § 2699(m) provides that civil penalties recovered by aggrieved  
5 employees shall be distributed as follows: 65% to the Labor and Workforce Development Agency  
6 for enforcement of labor laws, including the administration of this part, and for education of  
7 employers and employees about their rights and responsibilities under this code, to be continuously  
8 appropriated to supplement and not supplant the funding to the agency for those purposes; and  
9 35% to the aggrieved employees.

10 71. Plaintiff and all other non-exempt or hourly-paid employees currently or formerly  
11 employed by Defendants in California at any time from March 25, 2025 to the present are  
12 “aggrieved employees” as defined in Labor Code § 2699(c).

13 72. Defendants’ conduct, as alleged herein, violates numerous Labor Code sections,  
14 including the following:

- 15 (a) Failing to pay wages to Plaintiff and other aggrieved employees in violation  
16 of Labor Code §§ 246, 510, 558, 1182.12, 1194, 1194.2, 1197, 1197.1, and  
17 1198;
- 18 (b) Failing to indemnify necessary expenses in violation of Labor Code § 2802;
- 19 (c) Failing to provide accurate itemized wage statements in violation of Labor  
20 Code § 226;
- 21 (d) Failing to timely pay all wages due during Plaintiff’s and other aggrieved  
22 employees’ employment and at the end of their employment in violation of  
23 Labor Code §§ 201, 202, 203, 204, and 210;
- 24 (e) Failing to maintain accurate and complete records showing the hours worked  
25 each day by Plaintiff and other Aggrieved Employees in violation of Labor  
26 Code §§ 1174 and 1174.5.; and
- 27 (f) Retaliating against Plaintiff for making complaints regarding wage  
28 violations in violation of Labor Code § 98.6.

73. Plaintiff personally suffered each of the Labor Code violations alleged in this lawsuit within the one-year period prior to her Private Attorneys General Act of 2004 (“PAGA”) notice.

74. Plaintiff has exhausted the administrative requirements provided in Labor Code § 2699.3 as to Defendants and is therefore able to pursue a claim for penalties on Plaintiff’s own behalf and on behalf of all other aggrieved employees under PAGA.

75. Plaintiff is entitled to recover civil penalties pursuant to Labor Code §§ 210, 558, 1174.5, 1197.1, 2699, 2699.3, and 2699.5 for the Labor Code violations alleged herein.

76. Plaintiff is entitled to recover attorneys’ fees pursuant to Labor Code §§ 210, 218.5, and 2699(k)(1).

#### **PRAYER FOR RELIEF**

On Plaintiff’s own behalf and on behalf of all others similarly situated, Plaintiff prays for relief and judgment against Defendants, jointly and severally, as follows:

1. For certification under California Code of Civil Procedure § 382 of the proposed Class;
2. For appointment of Plaintiff as class representative;
3. For appointment of Abramson Labor Group as class counsel;
4. For compensatory damages in an amount according to proof at trial;
5. For an award of damages in the amount of unpaid compensation including, but not limited to, unpaid wages, benefits, and penalties;
6. For economic and/or special damages in an amount according to proof at trial;
7. For liquidated damages pursuant to § 1194.2;
8. For civil penalties pursuant to PAGA;
9. For statutory penalties to the extent permitted by law, including those pursuant to the Labor Code and IWC Wage Orders;
10. For injunctive relief as provided by the California Labor Code and California Business and Professions Code §§ 17200, *et seq.*;
11. For restitution as provided by Business and Professions Code §§ 17200, *et seq.*;

1           12.     For an order requiring Defendants to restore and disgorge all funds to each employee  
2 acquired by means of any act or practice declared by this Court to be unlawful, unfair, or fraudulent  
3 and, thereof, constituting unfair competition under Business and Professions Code §§ 17200, *et*  
4 *seq.*;

5           13.     For pre-judgment interest;

6           14.     For reasonable attorneys' fees, costs of suit, and interest to the extent permitted by  
7 law, including, but not limited to, Code of Civil Procedure § 1021.5 and Labor Code §§ 210, 218.5,  
8 226(e), 1194, 2699(k)(1), and 2802; and

9           15.     For such other relief as the Court deems just and proper.

10       Dated: September 16, 2026

**ABRAMSON LABOR GROUP**

11  
12       By: 

\_\_\_\_\_  
Fawn F. Bekam  
Andrew Sandoval  
Refugio Ortega-Carrillo  
Attorneys for Plaintiff Norma Morales Mendoza

*Morales Mendoza v. Kleen-Tech Services, LLC*  
Case No.: 26CV178409

On **September 16, 2026**, I served the following: **FIRST AMENDED CLASS ACTION COMPLAINT** on the interested parties by electronic service as follows:

*Attorneys for Defendant:*  
KLEEN-TECH SERVICES, LLC

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



## Delaney Graves