June 17, 2026

California Labor & Workforce Development Agency **Sent via Certified Mail**
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612
PAGA@lwda.ca.gov

ABM Industries Incorporated **Sent via Certified Mail**
Registered Agent / Statutory Agent for Service of Process
c/o CT Corporation System
330 N. Brand Blvd., Suite 700
Glendale, CA 91203

GCA Education Services, LLC
Registered Agent / Statutory Agent for Service of Process
c/o CT Corporation System
330 N. Brand Blvd., Suite 700
Glendale, CA 91203

RE: PAGA Notice Pursuant to California Labor Code § 2699.3 — Aggrieved Employee: Brendy Godoy

To the California Labor & Workforce Development Agency, ABM Industries Incorporated, and GCA Education Services, LLC:

Please be advised that Lexicon Law, PC represents Brendy Godoy ("Aggrieved Employee") in connection with claims against her employer, ABM Industries Incorporated and its subsidiary GCA Education Services, LLC (collectively, "ABM" or "Employer"), arising from systematic violations of the California Labor Code. Pursuant to California Labor Code § 2699.3, Ms. Godoy hereby provides notice to the California Labor & Workforce Development Agency ("LWDA") and to Employer of the following violations, which are the subject of a representative action under the Private Attorneys General Act of 2004 ("PAGA"), California Labor Code §§ 2698 et seq.

I. AGGRIEVED EMPLOYEE

Aggrieved Employee: Brendy Godoy
[redacted]
Employment Period: January 29, 2025 to present
Position: Cleaner (CLEANR-H)

633 W. 5th Street, 28th Floor, Los Angeles CA 90071 TEL: 213-223-5900 FAX: 888-373-2107

Work Site: Stanford University School of Medicine, Site No. 68002124, assigned through GCA Education Services, LLC / ABM Industry Groups, LLC

Employer Entity on Pay Stubs: GCA Education Services, LLC, 14141 Southwest Fwy #425, Sugarland, TX 77478 (EIN: 62-1442583)

Pay Rate History: $20.00/hr (February 2025 – approximately April 26, 2025); $22.50/hr (approximately April 27, 2025 – October 25, 2025); $23.00/hr (October 26, 2025 – present)

Pay Schedule: Bi-weekly

FLSA Classification: Non-Exempt, Hourly, Full-Time

Union Status: Union member (union dues and initiation fee deducted beginning approximately March 2025)

II. EMPLOYER INFORMATION

ABM Industries Incorporated is a publicly traded facility services company headquartered in New York. GCA Education Services, LLC is an ABM subsidiary that directly employs janitorial and facilities personnel, including Ms. Godoy, at client sites throughout California. Payroll records identify GCA Education Services, LLC (EIN: 62-1442583) as the employer of record. Both entities are subject to PAGA as they are the "employer" and/or "person acting on behalf of an employer" within the meaning of California Labor Code § 18.

III. VIOLATIONS

Based on a review of Ms. Godoy's time records, pay stubs, and her personal accounts, the following Labor Code violations have been identified. These violations are ongoing and systemic, and Ms. Godoy asserts them on behalf of herself and all other current and former non-exempt employees of ABM and GCA Education Services, LLC in California who were subjected to the same policies and practices.

A. Failure to Provide Lawful Meal Periods (Labor Code §§ 512, 226.7; IWC Wage Order No. 5)

California Labor Code § 512 requires that employers provide a first unpaid 30-minute meal period for shifts exceeding five hours, and a second unpaid 30-minute meal period for shifts exceeding ten hours. Labor Code § 226.7 and the applicable IWC Wage Order require payment of one additional hour of wages at the employee's regular rate of compensation for each workday that a compliant meal period is not provided.

A review of Ms. Godoy's timekeeping records confirms that she was not provided compliant meal periods on at least the following dates:

- April 17, 2025: Ms. Godoy worked a single continuous shift from approximately 17:58 to 00:07 (6 hours, 9 minutes) with no meal break recorded in the timekeeping system.

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- May 6, 2025: Ms. Godoy worked in excess of 10.5 hours. Timekeeping records reflect only one meal break, meaning the required second meal period for shifts exceeding 10 hours was not provided.

- September 17, 2025: Ms. Godoy worked approximately 8 hours, 34 minutes (17:57–02:31) across two straight-time segments with no meal period code reflected in the timekeeping records.

- September 19, 2025: Ms. Godoy worked approximately 8 hours, 50 minutes (17:48–02:38) with no meal period recorded.

- October 28, 2025: Ms. Godoy worked approximately 8 hours, 27 minutes across two straight-time segments. A 30-minute gap is present in the records but was not coded as a meal break ("LUN"), indicating the break was either not taken or not properly recorded as a compliant meal period.

- February 17, 2026: Ms. Godoy worked a single continuous segment of approximately 5 hours, 9 minutes (18:02–23:11) with no meal period recorded.

Notably, Employer paid only two (2) meal break penalties during the entirety of Ms. Godoy's employment (reflected in pay stub for the period ending December 6, 2025). Given that the timekeeping records reflect a minimum of six (6) confirmed meal period violations, the Employer's practice of tracking and remedying meal period violations is facially inadequate. This evidences a systemic policy or practice of failing to authorize and permit compliant meal periods and failing to compensate employees when those periods are not provided.

B. Failure to Authorize and Permit Rest Periods (Labor Code § 226.7; IWC Wage Order No. 5)

California law requires employers to authorize and permit a paid 10-minute rest period for every four hours worked, or major fraction thereof. Failure to provide a rest period requires payment of one additional hour of wages at the employee's regular rate.

Ms. Godoy's timekeeping records (spanning 249 tracked workdays) contain no rest break codes or entries whatsoever. The only rate types reflected in the timekeeping system are: ST (straight time), LUN (meal break), H (holiday), VAC (vacation), SCK (sick), JWP (job without pay), and OVT (overtime). The complete absence of any rest break tracking code across the entire employment record is strong evidence that Employer did not track, authorize, or permit rest periods as required by law, and that rest break violations occurred on virtually every day Ms. Godoy worked. On information and belief, this reflects a company-wide policy and practice applicable to all non-exempt employees.

C. Failure to Pay All Overtime Wages (Labor Code §§ 510, 1194; IWC Wage Order No. 5)

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California Labor Code § 510 requires that non-exempt employees receive overtime compensation at one and one-half times the regular rate of pay for all hours worked in excess of eight in a workday or 40 in a workweek, and double-time for hours worked beyond 12 in a workday.

A review of Ms. Godoy's timekeeping records reveals 146 individual workdays on which she recorded more than eight (8) hours of straight-time work. While Employer paid some overtime, the accuracy and completeness of those overtime payments as against all days worked in excess of 8 hours requires further investigation and verification. Moreover, during the pay period ending May 10, 2025, Ms. Godoy's pay stub reflects two different hourly rates in the same biweekly period ($20.00/hr and $22.50/hr), indicating a mid-period rate change. Under California law, where an employee earns multiple rates of pay in the same workweek, the regular rate of pay for overtime purposes must be calculated as a weighted average of all rates. On information and belief, Employer failed to apply the correct blended regular rate to calculate overtime premiums during this transition period, resulting in underpayment of overtime wages.

D. Failure to Pay All Wages Owed During Suspension (Labor Code §§ 201, 203, 204)

California Labor Code § 204 requires that wages be paid on established regular paydays. Labor Code § 203 provides that if an employer willfully fails to pay wages owed to a discharged or resigning employee within the statutory period, waiting time penalties of one day's wages per day accrue for up to 30 days.

Ms. Godoy reports that she was suspended by Employer in or around early April 2026, ostensibly for absenteeism, and that as of the date of this notice she has not been paid for all wages owed during the suspension investigation period. Payroll records confirm a precipitous drop in reported hours for the pay period ending April 11, 2026 (only 20 regular hours recorded), consistent with the beginning of a suspension. A prior-period correction payment of $2,116.00 (reflecting 92 hours at $23.00) was issued on May 8, 2026, but it is unclear whether this payment fully covers all wages owed. Employer remains obligated to promptly pay all wages owed for hours worked and for any paid leave to which Ms. Godoy is entitled under statute, the applicable CBA, or company policy during the investigation and suspension period.

E. Non-Compliant Wage Statements (Labor Code § 226)

Labor Code § 226(a) requires that employers provide accurate itemized wage statements showing, among other items: gross wages earned, total hours worked, applicable hourly rates, and net wages paid. A review of Ms. Godoy's pay stubs reveals the following concerns:

- During the pay period of April 27 through May 10, 2025, two different regular hourly rates ($20.00 and $22.50) appear on the same wage statement without explanation, which may not accurately communicate the rate applicable to each hour worked.

- Numerous pay stubs reflect a net pay of $0.00 despite substantial gross wages, with the entire net amount directed to a "Savings" deduction. The voluntariness and propriety of this deduction

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arrangement requires investigation. To the extent this arrangement was not fully informed and voluntary, or conceals the actual amounts paid, it may constitute a wage statement violation.

- Pay stubs may not fully and accurately reflect all applicable piece rates, the number of hours worked at each rate, and other information required under § 226(a).

Employees injured by a knowing and intentional failure to comply with § 226(a) are entitled to recover the greater of their actual damages or $250 for the first pay period and $1,000 for each subsequent pay period, up to a maximum of $4,000, in addition to PAGA civil penalties.

F. Retaliation for Protected Activity and Failure to Prevent Harassment and Discrimination (Government Code §§ 12940(a), (h), (j), (k); Labor Code § 98.6)

Ms. Godoy reports that she was subjected to ongoing harassment and discrimination in the workplace and made multiple reports to Human Resources, none of which resulted in remedial action. When a senior ABM manager visited her worksite, Ms. Godoy again reported the ongoing harassment and discrimination. Shortly thereafter — and in close temporal proximity to that protected complaint — Ms. Godoy was suspended on pretextual grounds (purported absenteeism on Fridays). The stated basis for the suspension is demonstrably false: the "absences" cited by Employer consisted in part of approved vacation days that Ms. Godoy was forced to use for her birthday after Employer refused to provide the paid time off she was contractually entitled to under the applicable collective bargaining agreement. Employer's selective and retaliatory characterization of approved leave as unexcused absences, and its suspension of Ms. Godoy immediately following protected activity, constitutes unlawful retaliation in violation of Government Code § 12940(h) and Labor Code § 98.6.

Additionally, Employer prevented Ms. Godoy from leaving work to seek medical care when she became ill at the worksite, potentially constituting interference with her rights and presenting serious health and safety concerns. On information and belief, Employer also failed to take all reasonable steps to prevent harassment and discrimination from occurring, in violation of Government Code § 12940(k).

G. Interference with California Family Rights Act / Leave Rights (Government Code § 12945.2; Labor Code § 233)

Ms. Godoy reports that she has an approved leave of absence but that Employer has failed and refused to execute the required leave documentation. Employer's failure to process Ms. Godoy's leave paperwork constitutes interference with her statutory leave rights under the California Family Rights Act (CFRA), Government Code § 12945.2, and may also implicate her rights under Labor Code § 233 (kin care leave) and related provisions.

H. Failure to Pay Reporting Time Pay / Minimum Wage for Certain Shifts (IWC Wage Order No. 5-2001, § 5; Labor Code § 1194)

Ms. Godoy's timekeeping records reflect entries coded "JWP" (Job Without Pay) on multiple occasions, including June 30, 2025; September 22, 2025; March 2, 2026; and March 9, 2026. If these

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reflect instances in which Ms. Godoy reported to work and performed or attempted to perform services without compensation, such entries may evidence violations of reporting time pay requirements and/or minimum wage obligations under California law and the applicable IWC Wage Order.

IV. PAGA CIVIL PENALTIES SOUGHT

Pursuant to California Labor Code §§ 2698 et seq., the Aggrieved Employee seeks all available civil penalties for the violations described herein, including but not limited to:

- Labor Code § 226.7 (meal and rest period violations): One hour of pay per violation at the employee's regular rate of pay, plus applicable PAGA civil penalties;

- Labor Code § 558 (overtime and hours violations): $50 per underpaid employee per pay period for initial violations; $100 per underpaid employee per pay period for subsequent violations;

- Labor Code § 226.3 (wage statement violations): $250 per employee per violation for the initial pay period; $1,000 per employee per violation for each subsequent pay period, not to exceed $4,000 per employee;

- Labor Code § 2699(f) (all other violations): $100 per aggrieved employee per pay period for initial violations; $200 per aggrieved employee per pay period for subsequent violations;

- Attorney's fees and costs pursuant to Labor Code § 2699(g)(1);

- Any and all other penalties, interest, and relief available under the Labor Code.

V. RESERVATION OF RIGHTS

This notice is based upon information currently available to Ms. Godoy and her counsel following an initial review of time records, pay stubs, and client communications. Additional violations may be identified upon further investigation, discovery, and review of employer records. Ms. Godoy expressly reserves the right to supplement and amend this notice to add additional violations, time periods, aggrieved employees, and theories of relief. Nothing in this notice shall be construed as a waiver of any claim, right, or remedy available to Ms. Godoy or any other aggrieved employee.

This notice is submitted for the sole purpose of satisfying the administrative prerequisites of PAGA. The filing of this notice does not constitute an admission of any fact, waiver of any claim, or submission to any forum other than as required by statute.

VI. REQUEST FOR AGENCY ACTION

Pursuant to Labor Code § 2699.3(a)(2)(A), Ms. Godoy respectfully requests that the LWDA investigate the violations described herein. If the LWDA declines to investigate or does not respond within 65 calendar days of the date of this notice, Ms. Godoy intends to file a civil action in the Superior Court

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of the State of California seeking all available civil penalties and other relief on behalf of herself and all other aggrieved employees.

Respectfully submitted,

John R. Habashy

JOHN R. HABASHY, ESQ.
LEXICON LAW, PC

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