

D. LUKE CLAPP, SBN 306040
luke@protectionlawgroup.com
ARNELO. TAN, SBN 272428
arnel@protectionlawgroup.com
JOSEPH MARSHALL, SBN 354066
joe@protectionlawgroup.com
PROTECTION LAW GROUP, LLP
149 Sheldon Street
El Segundo, California 90245
Telephone: (424) 290-3095
Facsimile: (866) 264-7880

Attorneys for Plaintiff
VANESSA OROZCO

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SANTA CLARA

STATE OF CALIFORNIA *ex rel.*
VANESSA OROZCO as Private Attorney
General,

Plaintiff,

vs.

STRATEGIC BUILDING SERVICES,
INC., a California corporation; and DOES 1
through 50, inclusive,

Defendants.

Case No.: **24CV440013**

**REPRESENTATIVE ACTION
COMPLAINT**

DEMAND FOR TRIAL BY JURY

**(1) Violation of Cal. Labor Code § 2699,
(Private Attorneys General Act)**

1 Plaintiff STATE OF CALIFORNIA ex. rel. VANESSA OROZCO as a Private Attorney
2 General (“Plaintiff”), upon facts that either have evidentiary support or are likely to have
3 evidentiary support after a reasonable opportunity for further investigation and discovery, alleges
4 as follows:

5 **JURISDICTION AND VENUE**

6 1. Plaintiff brings this action against Defendants STRATEGIC BUILDING
7 SERVICES, INC. and DOES 1 THROUGH 50 (hereinafter also collectively referred to as
8 “Defendants”) for California Labor Code violations, unfair business practices, and civil penalties
9 stemming from Defendants’ failure to pay overtime compensation, failure to provide meal
10 periods, failure to authorize and permit rest periods, failure to pay minimum wage, failure to
11 timely pay wages, failure to provide accurate wage statements, and failure to maintain accurate
12 time and payroll records.

13 2. Plaintiff brings this action solely as a representative action, and solely as a Private
14 Attorney General, on behalf of the State of California for all aggrieved employees, including
15 herself and other aggrieved employees of Defendants against whom one or more of the alleged
16 violations was committed (hereinafter collectively referred to as the “Aggrieved Employees”)
17 pursuant to California Labor Code sections 2698, *et seq*; *Balderas v. Fresh Start Harvesting, Inc.*
18 (Cal. Ct. App., Mar. 20, 2024, No. 2D CRIM. B326759) 2024 WL 1673112, as modified (April
19 18, 2024); and *Johnson v. Maxim Healthcare Services, Inc.*, 66 Cal.App.5th 924 (2021). Plaintiff
20 is an aggrieved employee against whom one or more of the alleged violations occurred. The civil
21 penalties sought by Plaintiff exceed the minimal jurisdiction limits of the Superior Court and will
22 be established according to proof at trial.

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

27 4. This Court has jurisdiction over Defendants because, upon information and belief,
28

1 Defendants are citizens of California, have sufficient minimum contacts in California, or
2 otherwise intentionally avail themselves of the California market so as to render the exercise of
3 jurisdiction over them by the California courts consistent with traditional notions of fair play and
4 substantial justice.

5 5. Venue is proper in this Court because, upon information and belief, Defendants
6 maintain offices, have agents, and/or transact business in the State of California, County of Santa
7 Clara.

8 **PARTIES**

9 6. VANESSA OROZCO is an individual residing in the County of Los Angeles,
10 State of California. Ms. Orozco is not suing in her individual capacity; she is proceeding herein
11 solely under the PAGA, on behalf of the State of California for all aggrieved employees, including
12 herself and other aggrieved employees.

13 7. Defendant STRATEGIC BUILDING SERVICES, INC., is and at all times herein
14 mentioned was, a corporation organized and existing under the laws of the State of California,
15 and registered to do business in the state of California.

16 8. Plaintiff is ignorant of the identities of defendants Does 1 through 50, inclusive,
17 and therefore sues these defendants by such fictitious names. The Doe defendants may be
18 individuals, partnerships, or corporations. Plaintiff is informed and believes, and thereon alleges,
19 that, at all times mentioned herein, each of the Doe defendants was the parent, subsidiary, agent,
20 servant, employee, co-venturer, and/or co-conspirator of each of the other defendants, and was at
21 all times mentioned acting within the scope, purpose, consent, knowledge, ratification and
22 authorization of such agency, employment, joint venture and conspiracy. Plaintiff will amend this
23 Complaint to allege their true names and capacities when ascertained. Plaintiff is informed and
24 believes and thereon alleges that each of the fictitiously named Doe defendants is responsible in
25 some manner for the occurrences herein alleged, and that the damages as herein alleged were
26 proximately caused by its conduct. STRATEGIC BUILDING SERVICES, INC. and Doe
27 Defendants 1 through 50 are collectively referred to herein as "Defendants."
28

9. Defendants are and at all times herein mentioned were, (a) conducting business in the County of Santa Clara, State of California, and (b) the employer of Ms. Orozco and the Aggrieved Employees consistent with the California Labor Code and Industrial Welfare Commission Wage Orders (“Wage Orders”).

10. Plaintiff further alleges that Defendants, directly or indirectly controlled or affected the working conditions, wages, working hours, and conditions of employment of Ms. Orozco and the Aggrieved Employees so as to make each of said Defendants employers and employers jointly liable under the statutory provisions set forth herein.

GENERAL ALLEGATIONS

11. Defendants are a commercial janitorial services company.

12. Defendants employed Ms. Orozco to work as a General Cleaner from approximately April 2023 to August 2023.

13. At all relevant times set forth herein, Defendants employed Ms. Orozco and the Aggrieved Employees as hourly-paid or non-exempt employees.

14. Throughout the time period involved in this case, Defendants had the authority to hire and terminate Ms. Orozco and the Aggrieved Employees; to directly or indirectly control work rules, working conditions, wages, working hours, and conditions of employment of Ms. Orozco and the Aggrieved Employees; and to hire and terminate the employment of Ms. Orozco and the Aggrieved Employees.

15. At all times herein mentioned, Defendants were subject to the Labor Code of the State of California and the applicable Industrial Welfare Commission Orders.

16. Plaintiff is informed and believes, and thereon alleges that Defendants engaged in an ongoing and systematic scheme of wage abuse against their hourly-paid or non-exempt employees. As set forth in more detail below, this scheme involved, *inter alia*, regularly requiring Ms. Orozco and the Aggrieved Employees to work off the clock without compensation, thereby failing to pay them for all hours worked, including minimum and overtime wages. Defendants also implemented policies that prohibited Ms. Orozco and the Aggrieved Employees from

1 accurately recording the actual time worked, resulting in a failure to pay Ms. Orozco and the
2 Aggrieved Employees all wages owed. In addition, Defendants routinely failed to permit Ms.
3 Orozco and the Aggrieved Employees to take timely and duty-free meal periods and rest periods
4 in violation of California law.

5 17. Throughout the time period involved in this case, Defendants have implemented
6 policies and practices which failed to provide Ms. Orozco and the Aggrieved Employees with
7 timely and duty-free meal periods. Defendants routinely failed to relieve Ms. Orozco and the
8 Aggrieved Employees of all duties during their meal periods, regularly failed to relinquish control
9 over Ms. Orozco and the Aggrieved Employees during their meal periods, regularly failed to
10 permit Ms. Orozco and the Aggrieved Employees a reasonable opportunity to take their meal
11 periods, and regularly impeded or discouraged Ms. Orozco and the Aggrieved Employees from
12 taking thirty (30) minute uninterrupted meal breaks no later than the end of their fifth hour of
13 work and/or from taking a second thirty (30) minute uninterrupted meal break no later than their
14 tenth hour of work for shifts lasting more than ten (10) hours. Defendants also failed to maintain
15 accurate records of meal periods taken by Ms. Orozco and the Aggrieved Employees.

16 18. Throughout the time period involved in this case, Defendants did not adequately
17 inform Ms. Orozco and the Aggrieved Employees of their right to take meal periods under
18 California law. Moreover, Defendants systematically disregarded their own written policies
19 regarding the provision and timing of meal periods for Ms. Orozco and the Aggrieved Employees.
20 Instead, Defendants' actual policy and practice was to schedule Ms. Orozco and the Aggrieved
21 Employees in a way that prohibited them from taking timely and duty-free meal periods, and to
22 require Ms. Orozco and the Aggrieved Employees to work through their meal periods, for which
23 they were not compensated.

24 19. Throughout the time period involved in this case, Defendants failed to pay Ms.
25 Orozco and the Aggrieved Employees premium wages for meal periods that were missed, late,
26 interrupted, or shortened in violation of California law. Defendants knew or should have known
27 that Ms. Orozco and the Aggrieved Employees were entitled to receive all meal periods or
28

1 payment of one additional hour of pay at their regular rate of pay when a meal period was missed,
2 short, late, and/or interrupted. Notwithstanding this knowledge, Defendants routinely failed to
3 provide legally compliant meal periods to Ms. Orozco and the Aggrieved Employees, and
4 routinely failed to pay one additional hour of pay to Ms. Orozco and the Aggrieved Employees at
5 their regular rate of pay when a meal period was missed, short, late, and/or interrupted.

6 20. Throughout the time period involved in this case, Defendants have implemented
7 policies and practices which prohibited Ms. Orozco and the Aggrieved Employees from taking
8 timely and duty-free rest periods. Defendants regularly failed to provide, authorize, and permit
9 Ms. Orozco and the Aggrieved Employees to take full, uninterrupted, off-duty rest periods for
10 every shift lasting three and one-half (3.5) to six (6) hours and/or two full, uninterrupted, off-duty
11 rest periods for every shift lasting six (6) to ten (10) hours, and failed to make a good faith effort
12 to authorize, permit, and provide such rest breaks in the middle of each work period.

13 21. Throughout the time period involved in this case, Defendants did not adequately
14 inform Ms. Orozco and the Aggrieved Employees of their right to take rest periods under
15 California law. Moreover, Defendants systematically disregarded their own written policies
16 regarding the provision and timing of rest periods for Ms. Orozco and the Aggrieved Employees.
17 Instead, Defendants' actual policy and practice was to schedule Ms. Orozco and the Aggrieved
18 Employees in a way that regularly prohibited them from taking timely and duty free rest periods,
19 and to regularly require Ms. Orozco and the Aggrieved Employees to work through their rest
20 periods.

21 22. Throughout the time period involved in this case, Defendants failed to pay Ms.
22 Orozco and the Aggrieved Employees premium wages for rest periods that were missed, late,
23 interrupted, or shortened in violation of California law. Defendants knew or should have known
24 that Ms. Orozco and the Aggrieved Employees were entitled to receive all rest periods or payment
25 of one additional hour of pay at their regular rate of pay when a rest period was missed, short,
26 late, and/or interrupted. Notwithstanding this knowledge, Defendants routinely failed to authorize
27 and permit Ms. Orozco and the Aggrieved Employees to take duty-free rest periods, and failed to
28

1 pay one additional hour of pay to Ms. Orozco and the Aggrieved Employees at their regular rate
2 of pay when a rest period was missed, short, late and/or interrupted.

3 23. Throughout the time period involved in this case, Defendants regularly required
4 Ms. Orozco and the Aggrieved Employees to perform work off the clock. Although Defendants
5 prohibited overtime, Defendants still regularly required that Ms. Orozco and the Aggrieved
6 Employees complete all of their assigned duties. To do so, Ms. Orozco and the Aggrieved
7 Employees were regularly required to perform work off the clock for which they were not
8 compensated.

9 24. Throughout the time period involved in this case, Defendants implemented policies
10 that prohibited Ms. Orozco and the Aggrieved Employees from accurately recording the actual
11 time worked, resulting in a failure to pay Ms. Orozco and the Aggrieved Employees all wages
12 owed.

13 25. Throughout the time period involved in this case, Ms. Orozco and the Aggrieved
14 Employees worked more than eight (8) hours in a day, and/or forty (40) hours in a week.

15 26. Throughout the time period involved in this case, Defendants regularly failed to
16 pay all overtime compensation owed to Ms. Orozco and the Aggrieved Employees when they
17 worked in excess of eight (8) hours in a single work day and/or forty (40) hours in a single work
18 week, or in excess of twelve (12) hours in a single work day and/or eighty (80) hours in a single
19 work week. Defendants knew or should have known that Ms. Orozco and the Aggrieved
20 Employees were entitled to receive certain wages for overtime compensation and that they were
21 not receiving wages for overtime compensation.

22 27. Throughout the time period involved in this case, Defendants failed to pay
23 overtime to Ms. Orozco and the Aggrieved Employees for all overtime hours worked based on
24 regular rates of pay correctly calculated to include all applicable remuneration.

25 28. Throughout the time period involved in this case, Defendants regularly failed to
26 pay Ms. Orozco and the Aggrieved Employees at least minimum wages for all hours worked.
27 Defendants knew or should have known that Ms. Orozco and the Aggrieved Employees were
28

1 entitled to receive at least minimum wages for all hours worked and that they were not receiving
2 at least minimum wages for all hours worked. Defendants' failure to pay minimum wages
3 included, *inter alia*, failing to pay Ms. Orozco and the Aggrieved Employees at the required
4 minimum wage pursuant to California law, requiring Ms. Orozco and the Aggrieved Employees
5 to perform work off the clock.

6 29. Throughout the time period involved in this case, Defendants regularly failed to
7 pay Ms. Orozco and the Aggrieved Employees all wages owed to them upon discharge or
8 resignation. Defendants knew or should have known that Ms. Orozco and the Aggrieved
9 Employees were entitled to receive all wages owed to them upon termination within the time
10 permissible under California Labor Code section 202. Ms. Orozco and the Aggrieved Employees
11 did not receive payment of all final wages owed to them upon discharge or resignation, including
12 overtime compensation and minimum wages within any time permissible under California Labor
13 Code section 202.

14 30. Throughout the time period involved in this case, Defendants regularly failed to
15 pay Ms. Orozco and the Aggrieved Employees all wages within any time permissible under
16 California law, including, *inter alia*, California Labor Code section 204. Defendants knew or
17 should have known that Ms. Orozco and the Aggrieved Employees were entitled to receive all
18 wages owed to them during their employment. Ms. Orozco and the Aggrieved Employees did not
19 receive payment of all wages, including overtime compensation, minimum wages, meal and rest
20 period premiums.

21 31. Throughout the time period involved in this case, Defendants regularly failed to
22 provide complete or accurate wage statements to Ms. Orozco and the Aggrieved Employees.
23 Defendants knew or should have known that Ms. Orozco and the Aggrieved Employees were
24 entitled to receive complete and accurate wage statements in accordance with California law, but,
25 in fact, they did not receive complete and accurate wage statements from Defendants. The
26 deficiencies included, *inter alia*, the failure to include the total number of hours worked, the actual
27 gross wages earned, the correct rates of pay.

1 32. Throughout the time period involved in this case, Defendants regularly failed to
2 keep complete or accurate payroll records for Ms. Orozco and the Aggrieved Employees.
3 Defendants knew or should have known that Defendants were required to keep complete and
4 accurate payroll records for Ms. Orozco and the Aggrieved Employees in accordance with
5 California law, but, in fact, did not keep complete and accurate payroll records.

6 33. Throughout the time period involved in this case, Defendants regularly failed to
7 maintain accurate records relating to Ms. Orozco's and the Aggrieved Employees' work periods,
8 meal periods, total daily hours, hours per pay period, and applicable pay rates.

9 34. Throughout the time period involved in this case, Defendants knew or should have
10 known that they had a duty to compensate Ms. Orozco and the Aggrieved Employees pursuant to
11 California law. Defendants had the financial ability to pay such compensation, but willfully,
12 knowingly, and intentionally failed to do so, and falsely represented to Ms. Orozco and the
13 Aggrieved Employees that they paid all wages owed to them, all in order to increase Defendants'
14 profits.

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

18 **FIRST CAUSE OF ACTION**

19 **(Violation of California Labor Code § 2699, Et Seq.)**

20 **(Against All Defendants)**

21 36. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and
22 every allegation set forth above.

23 37. Plaintiff brings the first cause of action solely as a representative action pursuant
24 to the Private Attorneys General Act of 2004, California Labor Code section 2698, et seq.
25 ("PAGA"), on behalf of the State of California for all aggrieved employees, including herself and
26 other aggrieved employees of Defendants against whom one or more of the alleged violations
27 was committed.

1 38. PAGA specifically provides for a private right of action to recover civil penalties
2 for violations of the Labor Code as follows: “Notwithstanding any other provision of law, any
3 provision of this code that provides for a civil penalty to be assessed and collected by the Labor
4 and Workforce Development Agency or any of its departments, divisions, commissions, boards,
5 agencies, or employees, for a violation of this code, may, as an alternative, be recovered through
6 a civil action brought by an aggrieved employee on behalf of himself or herself and other current
7 or former employees pursuant to the procedures specified in Section 2699.3.” Cal. Lab. Code §
8 2699(a).

9 39. Ms. Orozco was employed by Defendants and the Labor Code violations alleged
10 above were committed against her during her time of employment and is therefore, an “Aggrieved
11 Employee” under PAGA.

12 40. As set forth in detail above, during all times relevant to this Action, Defendants
13 have routinely subjected Ms. Orozco and the Aggrieved Employees to violations of California
14 Labor Codes by:

- 15 a. Failing to pay the Aggrieved Employees all earned minimum wage compensation
16 in violation of Labor Code §§ 1194 and 1198 *et seq.*
- 17 b. Failing to pay the Aggrieved Employees all earned overtime compensation in
18 violation of Labor Code §§ 204, 510, 1194, and 1198 *et seq.*
- 19 c. Failing to provide legally required meal periods to the Aggrieved Employees, and
20 failing to pay the Aggrieved Employees an additional hour of premium pay for
21 meal period violations in violation of Labor Code §§ 226.7 and 512.
- 22 d. Failing to provide authorize and permit the Aggrieved Employees to take duty-
23 free rest periods, and failing to pay the Aggrieved Employees an additional hour
24 of premium pay for rest period violations in violation of Labor Code §§ 226.7 and
25 512.
- 26 e. Failing to timely pay the Aggrieved Employees all wages at the end of their
27 employment in violation of Labor Code § 203.

1 f. Failing to timely pay the Aggrieved Employees all wages owed during
2 employment in violation of Labor Code § 204.

3 g. Failing to furnish the Aggrieved Employees with complete, accurate, itemized
4 wage statements in violation of Labor Code § 226.

5 h. Failing to maintain accurate records relating to the Aggrieved Employees' work
6 periods, meal periods, total daily hours, hours per pay period, total wages and
7 compensation, and applicable pay rates in violation of Labor Code § 1174(d) and
8 the applicable IWC Wage Order.

9 41. Pursuant to California Labor Code sections 2699 and 2699.5, Plaintiff requests
10 and is entitled to recover penalties against Defendants for the Labor Code violations described
11 above, including but not limited to penalties under California Code of Regulations Title 8 section
12 11050, penalties under California Labor Code sections 2699, 558, 210, 1197.1, 226, 226.3 and
13 1174.5, and 1197.1, and any and all additional penalties and sums as provided by the California
14 Labor Code and/or other statutes. The exact amount of the applicable penalties, in all, is in an
15 amount to be shown according to proof at trial.

16 42. Ms. Orozco has exhausted her administrative remedies pursuant to Labor Code §
17 2699.3. On March 20, 2024, Ms. Orozco, through her counsel of record, by online filing with the
18 Labor and Workforce Development Agency ("LWDA") and by certified mail to the Defendants,
19 notified Defendants and the LWDA of the specific provisions of the Labor Code and IWC Wage
20 Orders that Defendants have violated, including the facts and theories to support the violations,
21 and intent to bring a claim for civil penalties under PAGA. Ms. Orozco also paid the filing fee
22 required under Labor Code § 2699.3. As of the filing of this Complaint, more than sixty-five (65)
23 days have elapsed since the mailing of the March 20, 2024, notice, and the Labor and Workforce
24 Development Agency has not indicated that it intends to investigate the violations discussed in the
25 notice. Accordingly, Ms. Orozco may commence this representative action on behalf of the state
26 to recover penalties pursuant to Labor Code § 2699.3.

27 43. Plaintiff was compelled to retain the services of counsel to file this court action to
28

1 assess and collect the civil penalties owed by Defendants. Plaintiff therefore seeks an award of
2 reasonable attorneys' fees and costs pursuant to Labor Code § 2699(g)(1), and any other
3 applicable statute.

4 44. Plaintiff may amend this complaint as a matter of right pursuant to California
5 Labor Code § 2699.3 as this complaint has been filed within sixty days of the time periods
6 specified in Labor Code §2699.3.

7 **PRAYER FOR RELIEF**

8 WHEREFORE, Plaintiff prays for relief and judgment against Defendants, jointly and
9 severally, as follows:

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

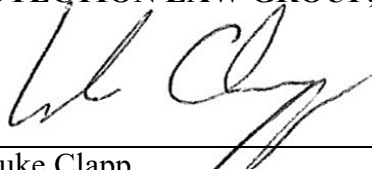
11 1. For statutory attorneys' fees and costs pursuant to 2699(g)(1) of California Labor
12 Code;

13 2. For the imposition of civil penalties pursuant to California Labor Code §§ 2699,
14 210, 558, 226, 226.3, 1174.5, 1197.1, and all other penalties allowed by the California Labor
15 Code and/or other applicable statutes; and

16 3. For such other relief as the Court deems just and proper.

17
18
19 Dated: May 28, 2024

PROTECTION LAW GROUP, LLP

20
21 By: 

22 D. Luke Clapp
23 Arnel O. Tan
24 Joseph Marshall

25 Attorneys for Plaintiff
26
27
28

DEMAND FOR TRIAL BY JURY

Plaintiff demands a trial by jury as to all causes of action triable by a jury.

Dated: May 28, 2024

PROTECTION LAW GROUP, LLP

By: 

D. Luke Clapp
Arnel O. Tan
Joseph Marshall

Attorneys for Plaintiff