

ORDER ON SUBMITTED MATTER

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SANTA CLARA

DARCEL STONER and PETER WHITE,
individually and on behalf of all others similarly
situated,

Plaintiff,

vs.

CONTRACT SWEEPING SERVICES, LLC, a
California limited liability company, and SCA of
CA, LLC, a Delaware limited liability company,

Defendants.

Case No. 23CV410973

**ORDER RE: MOTION FOR CLASS
CERTIFICATION**

This matter came on for hearing before the Honorable Theodore C. Zayner on June 3, 2026, at 1:30 p.m. in Department 19. Having reviewed and considered the written submissions filed by the parties and having listened carefully to arguments of counsel at the hearing, the Court now issues its order after hearing as follows.

1 This is class action arising from alleged wage and hour violations, brought by plaintiff
2 Darcel Stoner (“Plaintiff”) against defendant SCA of CA, LLC (“SCA” or “Defendant”).¹ In the
3 operative Second Amended Complaint (“SAC”), filed September 4, 2025, Plaintiff asserts causes
4 of action for: (1) failure to pay prevailing wages; (2) failure to furnish accurate wage statements;
5 (3) failure to provide wages when due; (4) unfair competition; and (5) violations of the Private
6 Attorneys General Act.

7 Plaintiff’s motion for class certification is now before the Court. Plaintiff moves to certify
8 a class of street sweepers employed by Defendant SCA who performed street sweeping work in
9 California under SCA’s contracts with public entities. The Court has considered the moving,
10 opposition, and reply papers, the supporting and supplemental declarations, the requests for
11 judicial notice and evidentiary objections, the proposed trial plan and responses, and the
12 arguments of counsel. As discussed below, the Court GRANTS the motion for class certification.
13

14 **I. Background**

15 Plaintiff’s theory of recovery is that SCA’s policy relating to the payment of street
16 sweepers performing work pursuant to contracts with municipalities does not comply with
17 California’s Prevailing Wage Law (Lab. Code §§ 1720 et seq., “CPWL”). (Memorandum, p. 1:6–
18 28.) Plaintiff contends that street-sweeping work should be characterized as within the CPWL’s
19 definition of “maintenance,” thereby subjecting SCA to the requirement of paying prevailing
20 wages for such work. SCA argues that street sweeper operators perform “janitorial or custodial
21 services” as defined by the CPWL, exempting their work from the prevailing wage requirement.
22 (Opposition, p. 7:1-25.)

23 The parties each set forth a summary of relevant facts. (Memorandum, pp. 2:17–7:9;
24 Opposition, pp. 7:26–10:1.) In broad terms, SCA provides power street-sweeping services to
25

26 ¹ The action was initially brought by plaintiffs Darcel Stoner and Peter White against defendants
27 Contract Sweeping Services, Inc. (“CSS”) and SCA. On August 28, 2023, the Court granted the
28 plaintiffs’ request to dismiss Plaintiff White’s claims without prejudice. Plaintiff Stoner and CSS
subsequently reached a settlement agreement as to the claims against CSS, and on May 21, 2026,
the Court granted the motion for preliminary approval of that settlement.

1 municipalities and other public entities throughout California, as well as to private clients. Its
2 street-sweeper operators drive specialized vehicles to remove litter, dirt, leaves, and debris from
3 public streets, roadways, parking lots, and other driveable surfaces, and to haul and dispose of
4 the collected debris. SCA's discovery responses and its own opposition confirm that the
5 operators' job duties "are done in furtherance of the goal of cleaning the streets," and that SCA
6 maintains a common California employee handbook and common timekeeping and pay
7 practices.

8 SCA admits that it decides whether to pay prevailing wages on a given public contract
9 based solely on whether the contract requires such payment, thus leaving the CPWL coverage
10 determination to the awarding public entity. SCA does not independently assess statutory
11 coverage and has never sought a coverage determination from the Department of Industrial
12 Relations ("DIR"). According to Plaintiff's evidence, even where prevailing wages are paid, SCA
13 pays them only for time when the sweeper's "brooms are spinning," and not for required travel
14 from SCA's yards to the route, water refills, or debris dumping.

15 A Belaire-West notice list produced by SCA identifies 649 individuals employed as street
16 sweepers in California during the relevant period. SCA has admitted that more than 100 of its
17 California street sweepers performed work under public-entity contracts during the period.

18 19 **II. Requests for Judicial Notice and Evidentiary Objections**

20 21 **A. Plaintiff's Request for Judicial Notice**

22 Plaintiff requests judicial notice of Exhibits 1, 2, 3, 10, 13, 17, 18, 19, 20, and 21. SCA
23 objects only to Exhibits 17 and 18.

24 The unopposed exhibits consist of pleadings, court orders, Secretary of State records,
25 DIR determinations, and public council records. These are proper subjects of judicial notice as
26 court records and official acts under Evidence Code sections 452(c), (d), and (h). The request is
27 GRANTED as to those exhibits, which the Court notices for their existence and legal effect but
28 not for the truth of any reasonably disputed matter asserted within them.

1 As to Exhibit 17, the request is GRANTED IN PART and DENIED IN PART. This is a
2 chart prepared by counsel summarizing public sweeping contracts said to have been obtained
3 from public websites. The Court takes judicial notice of the existence of genuine public records
4 to the extent properly before it but declines to take judicial notice of the truth of the contents of
5 the litigation-prepared summary. The underlying terms of contracts not in the record are neither
6 indisputable nor properly authenticated. As to Exhibit 18 (a report from the City of Malibu), the
7 request is GRANTED as to the existence and public character of the official report and DENIED
8 as to the truth of the statement attributed within it to SCA, which is hearsay not subject to
9 judicial notice. (See *Herrera v. Deutsche Bank Nat'l Trust Co.* (2011) 196 Cal.App.4th 1366,
10 1375.) These rulings do not affect the outcome of the motion, as the Court does not rely on the
11 contested matter in Exhibits 17 or 18 to find any element of certification satisfied.
12

13 **B. SCA's Evidence**

14 In his reply, Plaintiff questions the weight of SCA's twenty-two declarations from current
15 employees gathered under assertedly coercive conditions. The Court need not resolve any
16 objection to admissibility. For purposes of certification, those declarations are consistent with
17 Plaintiff's showing that the operators perform uniform cleaning work; they do not establish that
18 the legal characterization of the work varies from contract to contract.
19

20 **III. Legal Standard**

21 California Code of Civil Procedure section 382 authorizes certification of a class "when
22 the question is one of a common or general interest, of many persons, or when the parties are
23 numerous, and it is impracticable to bring them all before the court[.]"

24 The certification question is essentially a procedural one that does not ask whether
25 an action is legally or factually meritorious. A trial court ruling on a certification
26 motion determines whether the issues which may be jointly tried, when compared
27 with those requiring separate adjudication, are so numerous or substantial that the
28 maintenance of a class action would be advantageous to the judicial process and to
the litigants.

(*Sav-On Drug Stores, Inc. v. Superior Court* (2004) 34 Cal.4th 319, 326, internal punctuation and citations omitted.) The movant “has the burden to establish the existence of both an ascertainable class and a well-defined community of interest among class members.” (*Ibid.*) The proponent must also show that class treatment is superior to alternatives and that the case is manageable. (*Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1021; *Duran v. U.S. Bank, N.A.* (2014) 59 Cal.4th 1, 28-29.)

IV. Discussion

Plaintiff moves for certification of a class defined as: “all individuals employed by SCA and/or one of its subsidiaries during the period from February 8, 2019 through the present who have performed street sweeping work in California pursuant to SCA’s contracts and/or subcontracts with public entities or municipalities.” (Notice of Motion and Motion, p. 2:4–10.) As the moving party, Plaintiff has the burden to demonstrate the following: (A) an ascertainable class; (B) a well-defined community of interest; and (C) substantial benefits of class litigation. (*Brinker, supra*, 53 Cal.4th at p. 1021.)

A. Ascertainable Class

A class is ascertainable “when it is defined in terms of objective characteristics and common transactional facts that make the ultimate identification of class members possible when that identification becomes necessary.” (*Noel v. Thrifty Payless, Inc.* (2019) 7 Cal.5th 955, 980.)

Here the proposed class – street sweepers employed by SCA who performed work under SCA’s public-entity contracts during the class period – is defined by objective, records-based criteria. SCA has already identified 649 street sweepers through the Belaire-West process and has admitted that more than 100 performed public-contract work. The class is ascertainable, and numerosity is satisfied. SCA does not contend otherwise.

B. Community of Interest

1 The “community of interest” requirement encompasses three factors: (1) predominant
2 questions of law or fact; (2) class representatives with claims or defenses typical of the class; and
3 (3) class representatives who can adequately represent the class. (*Sav-On, supra*, 34 Cal.4th at
4 p. 326.)

6 **1. Predominant Questions of Law or Fact**

7 “As a general rule if the defendant’s liability can be determined by facts common to all
8 members of the class, a class will be certified even if the members must individually prove their
9 damages.” (*Hicks v. Kaufman & Broad Home Corp.* (2001) 89 Cal.App.4th 908, 916, citation
10 omitted.) “In order to determine whether common questions of fact predominate the trial court
11 must examine the issues framed by the pleadings and the law applicable to the causes of action
12 alleged.” (*Ibid.*) The answer hinges on “whether the theory of recovery advanced by the
13 proponents of certification is, as an analytical matter, likely to prove amenable to class
14 treatment.” (*Sav-On, supra*, 34 Cal.4th at p. 327.)

16 *i. Common Questions Predominate*

17 The gravamen of this case is a single, uniform, and undisputed pay policy: SCA pays
18 prevailing wages to its street sweepers only when a public contract expressly requires it, and not
19 otherwise. SCA admits this practice. (Opposition, p. 9:17–19.) Plaintiff’s theory of liability is
20 that this practice violates the CPWL because street sweeping performed under public contracts is
21 covered “maintenance” work for which prevailing wages must be paid as a matter of statute,
22 regardless of contract language. (Memorandum, pp. 9:21 – 10:2; *Lusardi Construction Co. v.*
23 *Aubry* (1992) 1 Cal.4th 976, 987–988 “[t]o construe the prevailing wage law as applicable only
24 when the contractor and the public entity have included in the contract language ... would
25 encourage awarding bodies and contractors to legally circumvent the law, [and] would reduce
26 the prevailing wage law to merely an advisory expression of the Legislature’s view”].)

27 Whether Plaintiff’s theory is correct presents a common legal question because it does
28 not vary by employee, route, or contract, but instead turns on the nature of the street sweeping

1 work and the proper construction of the CPWL and its implementing regulation (Cal. Code
2 Regs., tit. 8, § 16000). The Court need not determine whether Plaintiff or SCA has the correct
3 interpretation of the CPWL as applied to the facts in this case. Whichever way the question may
4 ultimately be answered here, that answer will resolve a common legal question and central issue
5 for the entire class. Therefore, there is a predominant common question rendering the case
6 suitable for class treatment. (*Brinker, supra*, 53 Cal.4th at p. 1022; *Sav-On, supra*, 34 Cal.4th at
7 p. 327.)

8 SCA's robust opposition is largely devoted to arguing the merits of CPWL coverage: that
9 street sweeping is excluded "janitorial or custodial" service under section 16000; that the DIR
10 coverage letters on which Plaintiff relies are non-binding or superseded; and that the
11 Legislature's failure to enact Assembly Bill 1886 confirms that the CPWL does not reach street
12 sweeping. (Opposition, pp. 12:6–23:24.) Defendant sets forth detailed and substantial arguments
13 in support of its contention that Plaintiff cannot establish a common unlawful policy.

14 Plaintiff disputes each of Defendant's arguments. (Reply, pp. 2:13–10:28.) Plaintiff relies
15 upon, among other things, the regulatory text, *Reliable Tree Experts v. Baker* (2011) 200
16 Cal.App.4th 785, 793–799, DIR determinations, and the recent decision in *Acito v. Lance Soares*
17 *Inc.* (Super. Ct. L.A. County, 2025, No. 23STCV24858) 2025 LX 311893, 2025 Cal. Super.
18 LEXIS 33769, at *5 [in a summary judgment decision, the court stated: "Plaintiffs' operation of
19 the street sweepers pursuant to LSI's contract falls within the definition of 'maintenance' and
20 'public works.' [Citation.]"]

21 The Court need not and does not resolve the parties' merits dispute today. The key factor
22 for certification is that the dispute is common because it will be answered identically for every
23 class member. Furthermore, the strength of SCA's merits presentation – asserting a common
24 defense – tends to confirm, rather than defeat, the predominance of the common question.
25 (*Brinker, supra*, 53 Cal.4th at pp. 1023-1024.)

26
27 *ii. Palacio is Distinguishable*
28

1 SCA argues, under *Palacio v. Jan & Gail's Care Homes, Inc.* (2015) 242 Cal.App.4th
2 1133, 1040–1041, that because its policy is lawful there is no common unlawful policy to
3 support certification. (Opposition, pp. 20:12–21:6.) *Palacio* is distinguishable. There, the wage-
4 order subdivision at issue indisputably did not apply to the employer, so the lawfulness of the
5 policy was not reasonably subject to dispute. Here, by contrast, the lawfulness of SCA's policy
6 depends on a genuinely contested question of statutory coverage, and one on which the DIR has
7 issued coverage determinations favorable to Plaintiff's position and on which at least one
8 California court has agreed with that position. To accept SCA's *Palacio* argument, the Court
9 would have to definitively decide, at the certification stage and in SCA's favor, the very merits
10 question that pervades this case and would dispose of the entire action. *Brinker* does not require
11 (and *Sav-On* counsels against) resolving a disputed and dispositive legal question against the
12 class proponent on a procedural certification motion. The Court declines to do so here. SCA
13 remains free to present its coverage defense by dispositive motion or at trial, where it may be
14 resolved for the class as a whole.

15
16 *iii. SCA's Asserted Individualized Issues Do Not Predominate*

17 SCA contends that, even if some sweeping were covered, coverage and damages would
18 require contract-by-contract, route-by-route, and employee-by-employee inquiries. (Opposition,
19 pp. 21:7–23:9.) The Court is not persuaded that such inquiries predominate. SCA does not
20 identify a single public sweeping contract under which the operators perform work materially
21 different in nature from sweeping public streets. SCA's own evidence shows that every operator
22 is responsible for street cleaning. The legal characterization of that work under Section 16000
23 does not change from one sweeping contract to another. SCA's reliance on the number of
24 contracts distracts from the pertinent question on class certification: whether a common liability
25 theory can be established with common proof. Here, it can, because of SCA's admitted uniform
26 policy, its job descriptions and corporate testimony, and its centralized timekeeping and payroll
27 records. (*Duran*, *supra*, 59 Cal.4th at pp. 28-30; *Sav-On*, *supra*, 34 Cal.4th at p. 333.)
28

1 Plaintiff's related theory – that SCA fails to pay prevailing wages for all time spent in
2 execution of covered contracts, including required travel, water, and dumping time – is likewise
3 governed by a common legal rule (*Morillion v. Royal Packing Co.* (2000) 22 Cal.4th 575) and
4 SCA's uniform "brooms-spinning" practice. (Memorandum, p. 14:8–15; Reply, p. 10:3–28.) To
5 the extent the application of that rule requires individualized computation, that is a damages
6 question. The need for individualized proof of damages does not defeat predominance where
7 liability is established by common proof. (*Brinker, supra*, 53 Cal.4th at p. 1022; *Bufile v. Dollar*
8 *Financial Group, Inc.* (2008) 162 Cal.App.4th 1193, 1207.) Damages may be addressed through
9 SCA's records in a later phase.

10 11 iv. *Derivative Claims*

12 The wage-statement (Lab. Code, § 226), unfair-competition (Bus. & Prof. Code, §
13 17200), and PAGA claims are derivative of the prevailing-wage claim, as the parties agree.
14 Because they rise or fall with the common prevailing-wage question and depend on the same
15 uniform policies and the same class-wide records, they are certifiable to the same extent as the
16 principal claim.

17 18 2. **Typicality**

19 "The typicality requirement's purpose is to assure that the interest of the named
20 representative aligns with the interests of the class." (*Martinez v. Joe's Crab Shack Holdings*
21 (2014) 231 Cal.App.4th 362, 375, internal quotations and citations omitted.) Typicality requires
22 that the representative's claims arise from the same course of conduct and be based on the same
23 legal theory as those of the class. (*Classen v. Weller* (1983) 145 Cal.App.3d 27, 46.)

24 Here, Plaintiff worked as an SCA street sweeper and was subject to the same policy
25 regarding prevailing wages (i.e., only when required by the municipal contract) as the class.
26 (Memorandum, pp. 15:21–16:13.) He was also subject to the same limitation of prevailing-wage
27 pay to "brooms-spinning" time, and he suffered the same asserted injury. SCA's contention that
28 Plaintiff cannot represent sweepers who worked contracts he did not personally work is

effectively a request to limit the class to Plaintiff's own contracts. Because Plaintiff's theory rests on the generic legal character of the street-sweeping work rather than the terms of any particular contract, typicality does not require contract-by-contract overlap. The Court previously declined to limit pre-certification discovery to Plaintiff's contracts, and it declines to limit the class on that basis now. Typicality is satisfied.

3. Adequacy of Representation

"Although the questions whether a plaintiff has claims typical of the class and will be able to adequately represent the class are related, they are not synonymous." (*Martinez, supra*, 231 Cal.App.4th at p. 375.) "The adequacy of representation component of the community of interest requirement for class certification comes into play when the party opposing certification brings forth evidence indicating widespread antagonism to the class suit." (*Ibid.*, quoting *Capitol People First v. State Dept. of Developmental Services* (2007) 155 Cal.App.4th 676, 696-697.) Adequacy turns on whether the representative's counsel is qualified and whether the representative has interests antagonistic to the class. (*McGhee v. Bank of America* (1976) 60 Cal.App.3d 442, 450.) Only a conflict that is fundamental and goes to the heart of the litigation defeats adequacy. (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 238.)

Here, Counsel's qualifications are established and unchallenged. SCA raises two challenges to Plaintiff's adequacy. First, it argues that Plaintiff's separate race-discrimination action – in which he alleges he was denied prevailing-wage route assignments because of his race, while other employees received them – is irreconcilable with his claim to be typical of those employees. (Opposition, pp. 24:17 – 25:19.) The Court disagrees that this creates a disabling conflict. The discrimination action concerns the assignment of routes; this action concerns whether SCA lawfully pays for the sweeping work performed. Success in one does not require failure in the other, and the two claims are not antagonistic in any way that goes to the heart of the class claim. The authorities SCA cites (*Gau, Kurczi, Levias*) are distinguishable because they involved conflicts of a different order, such as settlement structures that traded off

1 class recovery.² Moreover, the record reflects that Plaintiff filed a Notice of Related Cases
2 identifying the discrimination action, undercutting SCA's suggestion of concealment. The Court
3 further notes that a class settlement, if any, will require court approval and may not release or
4 compromise absent members' claims without scrutiny under California Rules of Court, rule
5 3.769.

6 Second, SCA argues that Plaintiff is unfit because he was disciplined for clocking in
7 before arriving on site and because his verified complaint stated he was "never" paid prevailing
8 wages, when records show he sometimes was. (Opposition, pp. 25:20 – 26:11.) While these
9 matters may bear on Plaintiff's credibility, they do not necessarily defeat adequacy. The class-
10 liability question turns on the construction of the CPWL and SCA's admitted uniform policy and
11 documentary records, not on Plaintiff's personal timekeeping. The authorities cited by SCA
12 (*Savino, Kline*) involved credibility problems central to the liability theory; that is not the case
13 here.³ The Court finds Plaintiff to be an adequate class representative. SCA remains free to test
14 Plaintiff's credibility through cross-examination on the merits.

15 16 **C. Superiority and Manageability of Class Action**

17 "[A] class action should not be certified unless substantial benefits accrue both to
18 litigants and the courts... ." (*Basurco v. 21st Century Ins.* (2003) 108 Cal.App.4th 110, 120,
19 internal quotation marks omitted.) The question is whether a class action would be superior to
20 individual lawsuits. (*Ibid.*) "Thus, even if questions of law or fact predominate, the lack of
21 superiority provides an alternative ground to deny class certification." (*Ibid.*) Generally, "a class
22 action is proper where it provides small claimants with a method of obtaining redress and when
23 numerous parties suffer injury of insufficient size to warrant individual action." (*Id.* at pp. 120-
24 121, internal quotation marks omitted.)

25
26 ² *Gau v. Hillstone Rest. Grp.* (N.D. Cal. Mar. 31, 2022) 2022 U.S. Dist. LEXIS 60704; *Kurcz v.*
27 *Eli Lilly & Co.* (N.D. Ohio Feb. 27, 1995) 160 F.R.D. 667; *Levias v. Pacific Maritime Ass'n*
(W.D. Wash. Jan. 25, 2010) 2010 U.S. Dist. LEXIS 11495.

28 ³ *Savino v. Computer Credit, Inc.* (2d Cir. 1988) 164 F.3d 81, 86–87; *Kline v. Wolf* (2d Cir. 1983)
702 F.2d 400, 402–403.

1 SCA's opposition does not argue that individual litigation would be superior to class
2 treatment. Given the size of the class, the modest individual stakes, and the predominance of a
3 common legal question concerning a uniform policy, the class device is plainly the superior
4 means of adjudication. The alternative SCA proposes (limiting the class to Plaintiff's contracts)
5 would invite a multiplicity of duplicative suits raising the identical policy and legal question,
6 contrary to the purposes of the class device. (*Sav-On, supra*, 34 Cal.4th at pp. 339-340.)

7 On manageability, the Court has reviewed Plaintiff's proposed trial plan and SCA's
8 responses. The plan contemplates a primarily legal liability phase based on SCA's uniform
9 policy, job descriptions, and corporate testimony, with representative testimony, followed by a
10 records-based damages phase, and proposes statistical sampling only "if necessary" for the
11 wage-statement claim and only by agreement. That approach is materially different from the
12 methodology prohibited in *Duran*, and it preserves SCA's ability to litigate its defenses. Because
13 liability here is principally a legal question provable from common evidence, the case appears to
14 be manageable. Nevertheless, the Court will require Plaintiff to submit a supplemental and more
15 detailed trial plan following merits discovery, as set forth below, and the parties may seek to
16 revisit manageability before any class trial proceeds. (*Duran, supra*, 59 Cal.4th at pp. 31-32
17 [trial plans may evolve].)

18 19 **V. Conclusion**

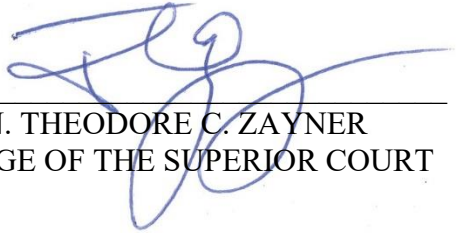
20 For the reasons stated, the Court rules as follows:

- 21 1. Plaintiff's motion for class certification is GRANTED as to the Second Amended
22 Complaint's causes of action for unpaid prevailing wages, inaccurate wage
23 statements, and unfair competition, on behalf of the Class as defined below.
- 24 2. The Court certifies the following Class: "All individuals employed by SCA of CA,
25 LLC and/or one of its subsidiaries during the period from February 8, 2019 through
26 the present who performed street sweeping work in California pursuant to SCA's
27 contracts and/or subcontracts with public entities and municipalities."
- 28 3. Plaintiff Darcel Stoner is appointed as representative of the Class.

- 1 4. Pursuant to California Rules of Court, rule 3.764, Pelton Graham LLP is appointed as
2 Class Counsel.
- 3 5. The rulings on the parties' requests for judicial notice and evidentiary objections are
4 as set forth in Section II above.
- 5 6. Plaintiff's proposed form and method of class notice are approved, subject to the
6 parties meeting and conferring on a final notice. The notice shall be sent in English
7 and Spanish. Within 30 days of entry of the order, SCA shall provide to the Class
8 Administrator the Class list and pertinent data to the Class administrator. Plaintiff's
9 counsel shall advance the costs of administration, and SCA shall bear the cost of
10 compiling the Class data producing the Class list.
- 11 7. Within 60 days following the completion of merits discovery, or by such date
12 otherwise set by the Court, Plaintiff shall file a supplemental trial plan that specifies
13 the form of proof for each phase of trial and preserves SCA's right to litigate its
14 affirmative defenses. Through further Case Management Conference(s), the Court
15 will address the schedule for merits discovery and dispositive motions and will revisit
16 manageability if necessary.
- 17 8. Nothing in this decision shall be construed to resolve the merits of whether the CPWL
18 covers SCA's street sweeping, which is an issue that remains for later resolution by
19 dispositive motion or trial.
- 20
21

22 **IT IS SO ORDERED**

23
24 Dated: June 11, 2026



HON. THEODORE C. ZAYNER
JUDGE OF THE SUPERIOR COURT