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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA**

DARCEL STONER, Individually and on
Behalf of All Others Similarly Situated,
and as an Aggrieved Employee,

Plaintiff,

vs.

WSSH CSS, LLC, a California limited
liability company F/K/A CONTRACT
SWEEPING SERVICES, LLC, F/K/A
CONTRACT SWEEPING SERVICES,
INC., SCA OF CA, LLC, a Delaware
limited liability company, and DOES 1
through 25, inclusive,

Defendants.

Case No. 23CV410973

COMPLEX CASE (CLASS ACTION)

SECOND AMENDED COMPLAINT FOR:

- 1. FAILURE TO PAY PREVAILING WAGES, LAB. CODE §§ 558.1, 1194, 1720 *et seq.*;**
- 2. FAILURE TO FURNISH ACCURATE WAGE STATEMENTS, LAB. CODE §§ 226 & 558.1;**
- 3. FAILURE TO PROVIDE WAGES WHEN DUE, LAB. CODE §§ 201, 202, 203 & 558.1;**
- 4. UNFAIR COMPETITION, BUSINESS & PROFESSIONS CODE §§ 17200-09; and**
- 5. VIOLATIONS OF THE LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004, LAB. CODE §§ 2698 *et seq.***

JURY TRIAL DEMANDED

1 Plaintiffs Darcel Stoner (“Plaintiff”), on behalf of himself and all others similarly situated,
2 and as an “aggrieved employee” under California Labor Code § 2699, alleges as follows:

3 **I. INTRODUCTION**

4 1. Pursuant to California Code of Civil Procedure § 382, Plaintiff brings this class action
5 for wage and hour violations on behalf of himself and all other street sweeper operators who
6 performed work for Defendant WSSH CSS, LLC F/K/A CONTRACT SWEEPING SERVICES, LLC
7 F/K/A CONTRACT SWEEPING SERVICES, INC. (“Contract Sweeping”) or SCA of CA, LLC
8 (“SCA”) on projects paid for in whole or in part out of public funds in the State of California.

9 2. Plaintiff seeks to recover unpaid prevailing wages, and unpaid employee benefits or
10 their value included in per diem wages mandated by California law, which he and members of the
11 proposed classes are entitled to receive but did not receive for work they performed on the public
12 works projects.

13 3. The California Prevailing Wage Law, Lab. Code §§ 1720 *et seq.* (“CPWL”), requires
14 that employers with public contracts pay their laborers, workers, and mechanics on public works
15 projects the general prevailing rate of per diem wages, including overtime at least at the rate of one
16 and one-half times the basic rate of pay, as determined by the California Director of Industrial
17 Relations (“DIR”). Lab. Code §§ 1773, 1815; *see id.* § 510. Per diem wages include, among other
18 things, employer payment for health and welfare, pension, vacation, travel, and subsistence. *Id.* §
19 1773.1.

20 4. Workers who must be paid the prevailing rate of wages for public work include all
21 laborers, workers, or mechanics employed by contractors or subcontractors in the execution of any
22 contract for public work. *Id.* §§ 1723, 1772, 1774.

23 5. Plaintiff and the putative class members worked for Contract Sweeping and/or SCA
24 as “street sweeper operators” responsible for providing street sweeping maintenance services on
25 public roadways and facilities to alleviate dangerous road conditions for the protection and safety of
26 the public as a whole.

6. For their work on public projects, Plaintiff and the putative class members have been paid substantially lower than the prevailing rate of per diem wages applicable to their work, in violation of the California Prevailing Wage Law.

7. In particular, throughout the relevant time period, commencing at least four (4) years prior to the filing of this action and continuing through the present, Contract Sweeping and SCA have failed to pay Plaintiff and class members prevailing wages for their work performing street sweeping pursuant to contracts entered into between Contract Sweeping and/or SCA with various city governments and municipalities throughout California.

8. This class action asserts violations of California's Labor Code and Business and Professions Code arising from Defendants' unlawful conduct in operating their respective street sweeping businesses. For these violations, Plaintiff, on behalf of himself and all others similarly situated, seek back wages, restitution, interest, injunctive and declaratory relief, and attorneys' fees and costs.

9. On a representative basis on behalf of the State of California and other current and former aggrieved employees, Plaintiff also seeks to recover penalties for Defendants' respective violations of the California Labor Code under California Labor Code Private Attorneys General Act of 2004, Lab. Code §§ 2698 *et seq.* ("PAGA").

II. JURISDICTION AND VENUE

10. This Court has jurisdiction over the claims alleged herein pursuant to Lab. Code § 1194 and the California Constitution, Article VI, § 10. Jurisdiction is further proper in this Court because Plaintiffs' claims all arise under the laws of the State of California, and all parties to this action are California residents.

11. Venue is proper in the County of Santa Clara, pursuant to California Code of Civil Procedure § 395.5. Plaintiff was employed by and performed work for Defendants in Santa Clara County, California, during the time period relevant to this Complaint. Defendants transact business and are otherwise within this Court's jurisdiction for purposes of service of process.

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III. PARTIES

Plaintiff

12. Plaintiff Darcel Stoner (“Stoner”), at all times relevant to this Complaint, has been an adult individual residing in Alameda County, California.

13. Stoner was initially employed by Contract Sweeping as a street sweeper operator from approximately November 9, 2017 through approximately February 21, 2022 and thereafter has been employed by SCA from approximately February 22, 2022 through the present.

14. Throughout Stoner’s employment with Defendants, Stoner has been paid on an hourly basis, at the following rates: \$25.00 per hour from the beginning of Stoner’s employment until approximately 2018; \$27.00 per hour from approximately 2018 through 2020; and \$29.00 per hour from approximately 2020 through the present.

15. Prior to approximately November 2023, at no point during Stoner’s employment with either Defendant, regardless of which city and/or municipality where he performed his street sweeping work, did Stoner receive the applicable prevailing rate of per diem wages owed to him for such work.

16. Throughout Stoner’s employment with Defendants, Stoner has performed street sweeping work for Defendants pursuant to Defendants’ contracts with the following cities or municipalities in California: Cupertino, Redwood City, Atherton, Pacifica, Foster City, Los Altos, Palo Alto, and Dublin.

17. Plaintiff and members of the proposed class typically worked a full-time schedule of approximately forty (40) hours per week and were assigned to work at one city or municipality for the entire week or would be assigned to more than one city or municipality in a single week.

18. Plaintiff and members of the proposed class are “Workers”, as defined by Lab. Code § 1723, who were “employed by a contractor or subcontractor in the execution of any contract for public work,” as defined by Lab. Code § 1772.

19. Plaintiff is an “aggrieved employee”, as defined by Lab. Code § 2699(c), since he was employed by the Defendants and suffered one or more of the alleged Labor Code violations committed by Defendants.

1 **Defendants**

2 20. Defendant WSSH CSS, LLC, formerly known as Contract Sweeping Services, LLC,
3 and, before that, formerly known as Contract Sweeping Services, Inc. (collectively “Contract
4 Sweeping”), is a limited liability company organized and existing under the laws of the State of
5 California, with a principal office located at 760 E. Capitol Avenue, Milpitas, CA 95035.

6 21. During the relevant time period, Contract Sweeping has also maintained office
7 locations at 1113 Shaw Road, Stockton, CA 95215 and 3174 Luyung Dr., #3, Rancho Cordova, CA
8 95742.

9 22. Contract Sweeping Services, Inc. was incorporated with the California Secretary of
10 State on October 3, 2003.

11 23. Plaintiff is informed and believes, in or around late October 2020, private equity firm
12 Broadtree Partners LLC, through its holding company, West Sweeping Services Holdings, LLC,
13 acquired Contract Sweeping Services, LLC.

14 24. Plaintiff is informed and believes that, as a precursor to the acquisition of Contract
15 Sweeping, Inc. by West Sweeping Services Holding, LLC, Contract Sweeping, Inc. was converted to
16 Contract Sweeping Services, LLC on October 22, 2020.

17 25. On February 28, 2022, Contract Sweeping Services, LLC filed a name change with
18 the California Secretary of State, changing its name to WSSH CSS, LLC.

19 26. According to an article published in the California Business Journal, as of 2021,
20 Contract Sweeping had “3–10-year contracts with nearly 50 Northern California municipalities,
21 including Palo Alto, Menlo Park, Stockton, San Ramon, and Napa, making it the dominant player in
22 the region.” (White, *Swept Away*, California Business Journal, February 2021, at 2,
23 <https://calbizjournal.com/wp-content/uploads/2021/02/manny-saxena11.pdf>).

24 27. Defendant SCA of CA, LLC (“SCA”) is a limited liability corporation organized and
25 existing under the laws of the State of Delaware, with a principal office located at 4141 Rockside
26 Road, Ste 100, Seven Hills, OH 44131.

27 28. SCA of CA, LLC is a subsidiary of Sweeping Corporation of America, the largest
28 power sweeping company in the United States. (See <http://www.sweepingcorp.com>).

1 29. SCA of CA, LLC was formed in Delaware on February 1, 2021, and registered with
2 the California Secretary of State on May 7, 2021.

3 30. In or around February 2022, SCA of CA, LLC acquired all of the assets of Contract
4 Sweeping from Broadtree Partners LLC.

5 31. Upon information and belief, following its acquisition of Contract Sweeping, SCA
6 retained all of Contract Sweeping's street sweeper employees and assumed Contract Sweeping's
7 street sweeping maintenance municipal contracts.

8 32. Defendants DOES 1 through 25, inclusive (the "DOE Defendants"), are persons or
9 entities who's true named and capacities are presently unknown to Plaintiff, who therefore sues each
10 of them by such fictitious names. Plaintiff is informed and believes, and on that basis alleges, that each
11 of the fictitiously-named Defendants perpetrated some or all of the wrongful acts alleged herein, is
12 responsible in some manner for the matters alleged herein, and is jointly and severally liable to
13 Plaintiff. Plaintiff will amend this Complaint to allege the true named and capacities of the DOE
14 Defendants when ascertained. Plaintiff is informed and believes, and on that basis alleges, that at all
15 times relevant to this Complaint, DOE Defendants, and each of them, acted as an employer of Plaintiff
16 and the Class Members, defined below, within the definition of the California Labor Code. Plaintiff
17 is informed and believes that the DOE Defendants are joint employers, working as a joint enterprise
18 with, and are the alter egos of Defendants Contract Sweeping and/or SCA.

19 33. Defendants Contract Sweeping, SCA, and the DOE Defendants are referred to
20 collectively herein as the "Defendants."

21 34. At all relevant times, Contract Sweeping and SCA contracted and entered into
22 contracts, to perform public work in California covered by the CPWL.

23 35. Defendants are, and at all times relevant to this Complaint were, employers covered
24 by the California Labor Code.

25 **IV. CLASS ACTION ALLEGATIONS**

26 36. Pursuant to § 382 of the Code of Civil Procedure, Plaintiff brings his claims on behalf
27 of himself and the following classes:
28

1 **Contract Sweeping Class**

2 All individuals employed by Contract Sweeping at any time within the
3 four (4) years prior to the filing of the initial Complaint in this action
4 through the date of the final disposition of this action (“Class Period”)
5 who have performed street sweeping work in California pursuant to
6 Contract Sweeping’s contracts with public entities, municipalities
7 and/or cities (the “CSS Class”); and

8 **SCA Class**

9 All individuals employed by SCA at any time during the Class Period
10 who have performed street sweeping work in California pursuant to
11 SCA’s contracts with public entities, municipalities and/or cities (the
12 “SCA Class”).

13 37. Unless otherwise noted, the CSS Class and SCA Class are referred to collectively
14 herein as the “Classes,” with their members referred to collectively as the “Class Members.”

15 38. Plaintiff’s claims are brought and may properly be maintained as a class action because
16 there is a well-defined community of interest among the Classes with respect to the claims asserted
17 and the Classes are each easily ascertainable.

18 39. The Class Members are readily ascertainable. The number and identity of the Class
19 Members are determinable from the records of Defendants. For purposes of notice and other purposes
20 related to this action, their names and addresses are readily available from Defendants. Notice can be
21 provided by any means permissible under the rules of civil procedure and local rules.

22 40. The Class Members are so numerous that joinder of all members is impracticable.
23 Upon information and belief, there are in excess of one hundred (100) members in each of the Classes.

24 41. Common questions of law and fact exist as to all Class Members that are answerable
25 on a common basis and such questions predominate over any questions solely affecting individual
26 Class Members. Such common questions will generate common answers and will determine
27 Defendants’ liability to all (or nearly all) Class Members. The common questions include:
28

- a. Whether Defendants employed Class Members within the meaning of the California Labor Code;
- b. Whether Defendants failed to create and implement a reliable system ensuring the payment of prevailing wages for covered work performed by Plaintiff and Class Members when due;
- c. Whether the work performed by Plaintiff and the Class Members on public works projects, or any part thereof, requires payment of prevailing wages under Labor Code § 1720 *et seq.*;
- d. Whether Defendants failed and/or refused to pay Plaintiff and the Class Members the prevailing rate of per diem wages on public works projects as required by the CPWL;
- e. Whether Defendants failed and/or refused to pay Plaintiff and the Class Members the prevailing wage overtime premiums for work performed on public works projects as required by the CPLW;
- f. Whether SCA failed and/or refused to pay Plaintiff and the SCA Class Members the prevailing rate of per diem wages for all compensable travel time worked in connection with public works projects, as required by the CPWL;
- g. Whether the failure of Defendants to pay Plaintiff and Class Members the minimum required wage under the CPLW for work on public projects has resulted in Plaintiff and Class Members not being paid all wages due at the applicable rates;
- h. Whether Defendants violated Labor Code § 226 by failing to report on Plaintiff and Class Members' wage statements all wages earned, including all prevailing wage rates, as well as all hours spent performing work subject to prevailing wage rates;
- i. Whether CSS violated Labor Code §§ 201-203 by failing to timely pay, to Plaintiff and Class Members who separated from their employment with CSS, all wages due and owing upon termination or within 72 hours of resignation;

1 j. Whether CSS's failure to pay Plaintiff and Class Members all wages due at
2 separation was willful; and

3 k. Whether Plaintiff and Class Members have lost money or property as a result of
4 Defendants' violations of Business and Professions Code §§ 17200 *et seq.*

5 42. Plaintiff's claims are typical of the Class Members' claims. Plaintiff, like all Class
6 Members, is or was employed by Defendants as a street sweeping employee who worked for
7 Defendants on public works projects pursuant to their corporate policies and practices. Plaintiff, like
8 all Class Members, was, *inter alia*, not paid the prevailing rate of per diem wages for work performed
9 on public works projects, was not provided accurate wage statements reflecting all wages earned, and
10 was not paid all wages owed to him upon separation from his employment by one of the Defendants.
11 If Defendants are liable to Plaintiff for the claims enumerated in this Complaint, they are also liable
12 to all Class Members.

13 43. Plaintiff and his Counsel will fairly and adequately represent the Class Members.
14 There are no conflicts between Plaintiff and the Class Members, and Plaintiff brings this lawsuit out
15 of a desire to help all Class Members, not merely out of a desire to recover his own damages.

16 44. Plaintiff's counsel are experienced class action litigators who are well-prepared to
17 represent the interests of the Class Members.

18 45. A class action is superior to other available methods for the fair and efficient
19 adjudication of this litigation. Requiring each Class Member to pursue her or his claims individually
20 would entail needless duplication, might result in inconsistent judgments, and would waste the
21 resources of both the parties and the judiciary. Moreover, the financial burden of proving that
22 Defendants violated the law as alleged herein also would make the prosecution of individual actions
23 virtually impossible for most, if not all members of the classes.

24 **V. ADDITIONAL FACTUAL ALLEGATIONS**

25 **Defendants' Municipal Street Sweeping Maintenance Contracts Are Public Work.**

26 46. Throughout the relevant time period, Contract Sweeping and SCA each entered into
27 contracts and/or master agreements, to perform street sweeping maintenance work for various cities,
28

1 counties and municipalities funded in whole or in part by public funds and covered by the CPWL (the
2 “Public Contracts”).

3 47. At all times relevant, Defendants were or should have been aware that the street
4 sweeping work performed by Plaintiff and Class Members pursuant to Defendants’ Public Contracts
5 should have been paid at the applicable prevailing wage rates.

6 48. While the most common definition of “public works” is construction, alteration,
7 demolition, installation or repair work done under contract and paid for in whole or in part out of
8 public funds (Lab. Code § 1720, subd. (a)(1)), the CPWL also expressly applies to “contracts let for
9 maintenance work.” (Lab. Code § 1771; *Reliable Tree Experts v. Baker*, 200 Cal. App. 4th 785, 795-
10 796 [2011]).

11 49. The applicable public works regulation defines “maintenance” to include:

12 (1) Routine, recurring and usual work for the preservation, protection
13 and keeping of any publicly owned or publicly operated facility
14 (plant, building, structure, ground facility, utility system or any real
15 property) for its intended purposes in a safe and continually usable
16 condition for which it has been designed, improved, constructed,
17 altered or repaired.

18 (Cal. Code Regs., tit. 8, § 16000).

19 50. Upon information and belief, all of the Public Contracts entered into or assumed by
20 Contract Sweeping or SCA required routine and recurring street sweeping maintenance work over
21 the course of many months or years.

22 51. The California Department of Industrial Relations (“DIR”) has determined that the
23 type of street sweeping work performed by Plaintiff and Class Members is covered by the CPWL and
24 should be compensated at prevailing wage. *E.g.*, Public Works Case No. 2020-05, Street Sweeping
25 Maintenance Services, City of Elk Grove (“Street Sweeping is Routine and Recurring Work that
26 Keeps Public Streets and Facilities in a Safe and Continually Usable Condition for Public Use.”);
27 Public Works Case No. 1999-028, County of San Diego Road Maintenance (Finding that “roadway
28 cleaning” fit within the definition of public works maintenance work); Public Works Case No. 2000-

021, City of Santee/California Street Maintenance Street Sweeping (same); Public Works Case No. 2001-061, City Street Sweeping (same); Public Works Case No. 2002-067, City of Rohnert Park – Street Sweeping (same).

Plaintiff and Class Members Are Entitled to Prevailing Wages for all Street Sweeping Work Performed Pursuant to Public Contracts.

52. Since the work performed by Plaintiff and Class Members is considered “public work” covered by the CPWL, Plaintiff and Class Members should have been paid prevailing wages for their work pursuant to all Public Contracts, even if the Public Contracts did not require payment of prevailing wages. *See Rd. Sprinkler Fitters Local Union No. 669 v. G & G Fire Sprinklers, Inc.* (2002) 102 Cal.App.4th 765, 779 (The “duty to pay prevailing wages is mandated by statute and is enforceable independent of an express contractual agreement.”); *Lusardi Construction Co. v. Aubry* (1992) 1 Cal. 4th 976 [4 Cal. Rptr. 2d 837, 824 P.2d 643] (same).

53. Upon information and belief, Defendants only paid Plaintiff and Class Members prevailing wages when their Public Contracts explicitly required payment of prevailing wages and, even then, did not always pay prevailing wages for the work, despite such explicit requirements.

54. Regardless of which Public Contract pursuant to which Plaintiff and Class Members worked, Plaintiff and Class Members performed the same type of street sweeping maintenance tasks on public property, paid for by public funds.

55. Upon information and belief, at all times relevant to this Complaint, Defendants did not inquire with the DIR regarding the applicability of prevailing wages to the work required by the Public Contracts but instead relied upon the representations of the awarding bodies (i.e., cities, municipalities, and/or counties) with whom they contracted regarding prevailing wage requirements, in violation of the CPWL. *See Lusardi* 1 Cal. 4th at 986-88.

56. The DIR determines the prevailing rate of pay for a given “craft, classification, or type of work” and publishes these rates such that contractors and subcontractors are deemed to have constructive notice of the applicable prevailing wage rates. Lab. Code § 1773; *Division of Labor Standards Enforcement v. Ericsson Information Systems*, 221 Cal.App.3d 114, 125 (1990).

1 57. Throughout the relevant time period, the applicable prevailing wage rates for their
2 work performed by Plaintiff and Class Members ranged from approximately \$68.54 per hour in 2018
3 to approximately \$94.39 per hour at present, including benefits.¹

4 58. In addition to receiving prevailing wages for all time spent operating the street
5 sweepers while performing the sweeping maintenance of the public streets, Plaintiff and Class
6 Members are likewise entitled to be paid at the applicable prevailing wage rate for all time spent
7 traveling to and from the SCA's yards and the location(s) where they perform their street sweeping
8 work.

9 59. In particular, the DIR's Public Works Manual states the following concerning
10 compensable travel time in connection with public works projects:

11 Travel time required by an employer after a worker reports to the first
12 place at which his or her presence is required by the employer is
13 compensable travel time, and includes travel **to a public work site**,
14 whether from the contractor's yard, shop, another public work site, or a
private job site. All such compensable travel time must be paid at the
same prevailing wage rate required for the work actually performed by
the worker **at the public works site.**"²

15 60. Plaintiff is informed and believes that those Class Members employed by SCA on
16 public works projects, only receive prevailing wage, if at all, for time spent with their "brooms down."
17 In other words, SCA only pays a prevailing wage hourly rate for time spent operating the street
18 sweepers on the public streets and roadways, and pays a much lower, non-prevailing wage rate for
19 compensable travel time, including travel time from SCA's yards/facilities where Plaintiff and Class
20 Members are required to first report to inspect and pick up the street sweeping vehicles and drive to
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24 ¹ These rates are taken from the DIR general prevailing wage determination for the craft: Operating
25 Engineer (Heavy and Highway Work) (Group 8), for AREA 1 of Northern California. The prevailing
26 wage rates applicable to each craft in each county for each year during the relevant time period are
available on the Department of Industrial Relations website at:
<https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>.

27 ² DIR, Office of the Labor Commissioner, Public Works Manual, October 2023, available at:
28 <https://www.dir.ca.gov/dlse/PWManualCombined.pdf> (emphasis in original).

1 the public locations where Plaintiff and Class Members perform their street sweeping maintenance
2 work.

3 61. Therefore, even for the small number of Public Contracts where SCA does presently
4 pay Plaintiff and Class Members prevailing wages for their street sweeping maintenance work, SCA
5 still fails to properly compensate Plaintiff and Class Members for all of their work in connection with
6 such public works projects, in violation of the CPWL.

7
8 **Plaintiff and Class Members Did Not Receive Accurate Wage Statements.**

9 62. At all times relevant to this Complaint, Defendants failed to issue Plaintiff and Class
10 Members wage statements with their wage payments which included all of the information required
11 by Labor Code § 226(a), including all hourly rates in effect during the pay period and the total hours
12 worked at each applicable hourly rate.

13 63. Specifically, for Plaintiff and Class Members, Defendants failed to list the prevailing
14 wage rate of pay applicable to the work performed on public works projects, as well as the number of
15 hours that Plaintiffs and Class Members worked on such public works projects, including
16 compensable travel time in connection with the public works projects, for which they earned the
17 prevailing wage rates.

18 64. As detailed above, Defendants failed to pay Plaintiff and Class Members prevailing
19 wages for their work on public works projects and SCA, even when paying a prevailing wage rate for
20 work on public works projects, further failed to pay Plaintiff and Class Members for all hours worked
21 on such projects, including compensable travel time. Defendants' failure to detail in Plaintiff and
22 Class Members' wage statements all prevailing wages earned each pay period, even if Defendants
23 did not pay such wages, violates Labor Code § 226. *Naranjo v. Spectrum Security Services, Inc.*
24 (2022) 13 Cal. 5th 93, 119 ("A statement that conceals amounts earned, on the ground that they also
25 were not paid, is not an accurate statement, and it does not comply with the statute.").

26 **Plaintiff and Class Members Did Not Receive All Wages Owed to Them at Separation.**

27 65. As detailed above, as a result of the asset sale of Contract Sweeping to SCA in or
28 around February 2022, Plaintiff and the other CSS Class Members employed with Contract Sweeping

1 at that time were separated from their employment with Contract Sweeping effective on or about
2 February 21, 2022. Other members of the CSS Class and SCA Class have likewise separated from
3 their employment with Contract Sweeping or SCA during the relevant statutory period.

4 66. Plaintiff and other CSS Class Members were provided a final paycheck upon their
5 separation from Contract Sweeping, before being hired by SCA.

6 67. However, Plaintiff, the CSS Class Members, and SCA Class Members who have
7 separated from their employment with SCA, have not received all earned wages owed to them,
8 including prevailing wages and benefits, due either upon termination or within 72 hours or an
9 unnoticed quit.

10 68. Defendants' failure to pay all wages due when owed was and continues to be willful,
11 given that Defendants have been on notice that they owed prevailing wages to workers on their public
12 works projects, such as Plaintiff and Class Members, but chose to ignore such legal wage
13 requirements and pay Plaintiff and Class Members a lower, non-prevailing wage rate for their work
14 on public projects.

15 **Plaintiff Exhausted Administrative Remedies Under PAGA.**

16 69. Plaintiff complied with the procedures for bringing suit specified in Labor Code §
17 2699.3. By certified letter, return receipt requested, dated February 16, 2023, Plaintiff gave written
18 notice to the Labor and Workforce Development Agency ("LDWA") and to Contract Sweeping and
19 SCA of the specific provisions of the Labor Code alleged to have been violated, including the facts
20 and theories to support the alleged violations, and paid the required fee. (See **Exhibit #1**, attached to
21 the First Amended Complaint and incorporated by reference herein).

22 70. As of April 23, 2023, more than sixty-five (65) days after serving the LWDA with the
23 notice of Defendants' violations, the LWDA has not provided any notice by certified mail of its intent
24 to investigate the Defendants' alleged violations as mandated by Labor Code § 2699.3(a)(2)(A).
25 Accordingly, pursuant to Labor Code § 2699.3(a)(2)(A), Plaintiff is authorized to pursue their PAGA
26 cause of action.

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1 **VI. CAUSES OF ACTION**

2 **FIRST CAUSE OF ACTION**

3 **FAILURE TO PAY PREVAILING WAGES**

4 **IN VIOLATION OF LABOR CODE §§ 558.1, 1194 & 1720 *et seq.***

5 **(Brought On Behalf of Plaintiff and Class Members Against All Defendants)**

6 71. Plaintiff, on behalf of himself and the Class Members, repeats and realleges each and
7 every allegation of the preceding paragraphs hereof with the same force and effect as though fully set
8 forth herein.

9 72. Contract Sweeping and SCA contracted to perform public work in the State of
10 California on public works projects covered by the California Prevailing Wage Law.

11 73. Plaintiff and Class Members were workers employed by Defendants to perform work
12 in the execution of such public work.

13 74. During the Class Period, Defendants have failed and refused to pay Plaintiff and Class
14 Members the prevailing rate of per diem wages, including overtime and the value of employee
15 benefits included in the per diem wages, as required by the California Prevailing Wage Law.

16 75. Defendants knew or should have known that Plaintiff and Class Members at all times
17 performed work for which they should have been paid at the prevailing rate of per diem wages.

18 76. Labor Code § 558.1(a) provides for liability for an “other person acting on behalf of
19 an employer[] who violates, or causes to be violated, any provision regulating minimum wages or
20 hours and days of work in any order of the Industrial Welfare Commission or [Labor Code]
21 Section[...] 1194.” Labor Code § 558.1(b) provides that an “other person” is “a natural person who
22 is an owner, director, officer, or managing agent” of an employer.

23 77. As alleged herein, the DOE Defendants are liable to Plaintiff and the Class Members
24 for violations of the California Prevailing Wage Law and Labor Code § 1194, because they are each
25 an employer and/or other persons acting on behalf of an employer, pursuant to Labor Code § 558.1.

26 78. Defendants’ acts and omissions in this regard are willful and not in good faith, and are
27 without reasonable grounds for believing that the alleged acts and omissions are in compliance with
28 the California Prevailing Wage Law.

79. As a result of Defendants' acts and omissions in violation of the California Prevailing Wage Law, Plaintiff and Class Members have suffered, and continue to suffer, monetary injury.

80. Declaratory and injunctive relief is necessary and appropriate to ensure that Defendants cease violating the California Prevailing Wage Law, as well as Labor Code § 1194.

81. As a result of Defendants' conduct, Plaintiff and Class Members are entitled to recover the unpaid balance of the prevailing rate of per diem wages earned, plus interest and reasonable attorneys' fees and costs of this action, from all Defendants, pursuant to Cal. Lab. Code §§ 558.1, 1194(a).

SECOND CAUSE OF ACTION

FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS

IN VIOLATION OF LABOR CODE §§ 226, 226.3 and 558.1

(Brought On Behalf of Plaintiff and Class Members Against All Defendants)

82. Plaintiff, on behalf of himself and the Class Members, repeats and realleges each and every allegation of the preceding paragraphs hereof with the same force and effect as though fully set forth herein.

83. Labor Code § 226(a) requires employers, at the time of each payment of wages, to provide each employee with an accurate wage statement, itemizing, among other things, the total hours worked by the employee, all applicable hourly rates in effect during the pay period, and the corresponding number of hours worked at each hourly rate.

84. As a result of the violations set forth in detail above (failure to pay prevailing wages), Defendants intentionally and willfully failed to provide Plaintiff and Class Members with complete and accurate wage statements. The deficiencies include, among other things, the failure to state the actual gross wages earned, and the failure to include prevailing wage rates of pay, including overtime and benefits. Accordingly, Defendants violated Labor Code § 226.

85. Labor Code § 558.1(a) provides for liability for an “other person acting on behalf of an employer[] who violates, or causes to be violated, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission or [Labor Code]

1 Section[...] 226.” Labor Code § 558.1(b) provides that an “other person” is “a natural person who is
2 an owner, director, officer, or managing agent” of an employer.

3 86. As alleged herein, the DOE Defendants are liable to Plaintiff and the Class Members
4 for failure to provide accurate wage statements, because they are each an employer and/or other
5 persons acting on behalf of an employer, pursuant to Labor Code § 558.1.

6 87. As a result of Defendants’ failures, Plaintiff and Class Members were unable to
7 “promptly and easily” determine whether Defendants did in fact pay them all wages owed, including
8 at the correct rates and for all hours worked. Plaintiff and the Class have therefore suffered injury
9 pursuant to Labor Code § 226(e)(2)(B) as a result of Defendants’ knowing and intentional failure to
10 provide accurate itemized wage statements that comply with the requirements of Labor Code § 226(a).

11 88. As a result of Defendants’ acts and omissions in violation of Labor Code § 226, all
12 Defendants are liable to Plaintiff and Class Members for \$50 for each initial pay period when a
13 violation occurred and \$100 for each subsequent violation up to \$4,000, and reasonable attorneys’
14 fees and costs of this suit, pursuant to Labor Code § 226(e).

15 **THIRD CAUSE OF ACTION**

16 **FAILURE TO PAY ALL WAGES WHEN DUE**

17 **IN VIOLATION OF LABOR CODE §§ 201, 202, 203 and 558.1**

18 **(Brought On Behalf of Plaintiffs and Contract Sweeping Class Members Against WSSH CSS,**
19 **LLC)**

20 89. Plaintiff, on behalf of himself and the Contract Sweeping Class Members, repeats and
21 realleges each and every allegation of the preceding paragraphs hereof with the same force and effect
22 as though fully set forth herein.

23 90. Labor Code §§ 201 and 202 require employers to pay their employees all wages due
24 immediately at the time of discharge, layoff, or resignation made with at least 72 hours’ notice, or
25 within 72 hours of resignation made without 72 hours’ notice.

26 91. Labor Code § 203 provides that if an employer willfully fails to pay compensations
27 promptly upon separation, as required by §§ 201 or 202, then the employer is liable for waiting time
28 penalties in the form of one day of wages for up to 30 days.

92. Throughout the relevant time period, as a result of WSSH CSS, LLC's willful wage and hour violations set forth above, WSSH CSS, LLC has failed to pay all earned wages to Plaintiff and Contract Sweeping Class Members who have separated from WSSH CSS, LLC during the Class Period.

93. As a result of WSSH CSS, LLC's willful failure to pay all wages due to Plaintiff and the Contract Sweeping Class Members following separation from employment with WSSH CSS, LLC, WSSH CSS, LLC is liable to Plaintiff and Contract Sweeping Class Members who have separated from their employment with WSSH CSS, LLC an additional sum equal to a day's wages for thirty (30) days, plus interest, in amounts to be proven at trial, attorneys' fees, and costs, pursuant to Labor Code § 203.

FOURTH CAUSE OF ACTION

UNFAIR COMPETITION AND BUSINESS PRACTICES

IN VIOLATION OF CAL. BUS. & PROF. CODE §§ 17200 et seq.

(Brought On Behalf of Plaintiff and Class Members Against All Defendants)

94. Plaintiff, on behalf of himself and the Class Members, repeats and realleges each and every allegation of the preceding paragraphs hereof with the same force and effect as though fully set forth herein.

95. Throughout the relevant time period, through Defendants' acts and omissions alleged herein, Defendants committed and continue to commit unlawful acts that violated and continue to violate Business and Professions Code §§ 17200 *et seq.*

96. Defendants' unlawful acts include violating the California Labor Code, as alleged herein.

97. Defendants' violations of this statute and wage and hour law constitute a business practice because Defendants' aforementioned acts and omissions were done repeatedly over a significant period of time, and in a systemic manner, to the detriment of Plaintiff and Class Members.

98. As a result of Defendants' unfair and unlawful business practices, Defendants have reaped unfair and illegal profits during the Class Period at the expense of Plaintiff, Class Members,

1 and members of the public. Defendants should be made to disgorge their ill-gotten gains to restore
2 them to Plaintiff and Class Members.

3 99. As a result of the aforementioned acts, Plaintiff and the Classes have lost and continue
4 to lose money or property, and have suffered and continue to suffer injury in fact. Defendants continue
5 to hold unpaid wages and other funds legally belonging to Plaintiff and the Classes.

6 100. Plaintiff and the Classes are entitled to restitution pursuant to Business and Professions
7 Code §§ 17203 and 17208 for, among other things, all unpaid prevailing wages, including overtime
8 and fringe benefits, and interest since four (4) years prior to the filing of the Complaint.

9 101. Pursuant to Business and Professions Code § 17203, Plaintiff and similarly situated
10 aggrieved employees are entitled to and seek injunctive relief against Defendants' continuation of
11 the unlawful and unfair business practices described herein.

12 102. Plaintiff and the Classes are entitled to restitution in the amounts unlawfully withheld
13 by Defendants, with interest, injunctive relief, and an award of attorneys' fees and costs. *See Cortez*
14 *v. Purolator Air Filtration Products Co.*, (2000) 23 Cal.4th 163, 177 (UCL authorizes, as restitution,
15 order for payment of unlawfully withheld wages).

16 **FIFTH CAUSE OF ACTION**

17 **FOR CIVIL PENALTIES UNDER PRIVATE ATTORNEYS GENERAL ACT**

18 **PURSUANT TO CAL. LAB. CODE §§ 2698 *et seq.***

19 **(Brought on Behalf of Plaintiff and All Aggrieved Employees Against Defendants WSSH CSS,**
20 **LLC and SCA of CA, LLC)**

21 103. Plaintiff repeats and realleges each and every allegation of the preceding paragraphs
22 hereof with the same force and effect as though fully set forth herein.

23 104. On a representative basis on behalf of the State of California, Plaintiff seeks recovery
24 of penalties under PAGA.

25 105. Labor Code § 2699(a) and (g) authorize an aggrieved employee, like Plaintiff, to
26 recover penalties on behalf of himself and other current or former employees as a result of an
27 employer's violations of the California Labor Code, pursuant to the procedures specified in Labor
28 Code § 2699.3.

106. As set forth above and in the attached notice to the LWDA, Defendants Contract Sweeping and SCA have violated the California Labor Code, including but not limited to, Lab. Code §§ 1194, 1774, and 1776.

107. Plaintiff and members of the Class who worked for either Defendant Contract Sweeping or SCA during the relevant statutory period are aggrieved employees because they are and/or were employed by the alleged violator and the alleged violations were committed against them.

108. For all provisions of the Labor Code for which a civil penalty is not specifically provided, Labor Code § 2699(f) imposes upon defendants a penalty of one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation. Plaintiff and the other aggrieved employees are entitled to an award of reasonable attorneys' fees and costs in connection with their claims for civil penalties pursuant to Labor Code § 2699(g)(1).

109. To the extent that any of the conduct and violations alleged herein did not affect the Plaintiffs during the relevant statutory period, Plaintiff seeks penalties for those violations that affected other aggrieved employees. *See Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal. App. 5th 745, 761 ("PAGA allows an 'aggrieved employee' – a person affected by at least one Labor Code violation committed by an employer – to pursue penalties for all the Labor Code violations committed by that employer.").

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that the Court grant the following relief:

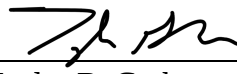
- A. Certification of this action as a class action pursuant to § 382 of the Code of Civil Procedure on behalf of the proposed Classes, appointing Plaintiff and his Counsel to represent the Classes;
- B. An award of unpaid prevailing wages owed to Plaintiff and the Class Members, in an amount to be determined at trial;
- C. An award of penalties to Plaintiff and Class Members for Defendants' failure to provide accurate wage statements;

- 1 D. An award of penalties to Plaintiff and Contract Sweeping Class Members from
2 WSSH CSS, LLC who have separated from their employment, for WSSH CSS,
3 LLC's failure to timely pay all wages owed at separation;
4 E. An award of restitution of all monies due to Plaintiff and Class Members, as well
5 as disgorged profits from the unfair and unlawful business practices of Defendants;
6 F. An award of civil penalties for all aggrieved employees pursuant to the Labor Code
7 under the Private Attorneys General Act;
8 G. Pre-judgment interest;
9 H. Declaratory relief;
10 I. Reasonable attorneys' fees and costs; and
11 J. For such further relief that the Court may deem just and proper.
12

13 DATED: September 4, 2025

Respectfully submitted,

14 **PELTON GRAHAM LLP**

15 By: 
16 _____

Taylor B. Graham
Brent E. Pelton

17 *Attorneys for Plaintiff and the Proposed Classes*
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DATED: September 4, 2025

PELTON GRAHAM LLP

Attorneys for Plaintiff and the Proposed Classes