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11 **UNITED STATES DISTRICT COURT**
12 **NORTHERN DISTRICT OF CALIFORNIA**

13 MARTIN CEJA FLORES, an individual,

Case No.:

14 *Plaintiff,*

COMPLAINT

15 v.

DEMAND FOR JURY TRIAL

16
17 MOLECULAR DEVICES, LLC; CRYSTAL
18 JANITORIAL SERVICE, INC.; LETICIA
19 STEFFANONI; and ENRIQUE SANCHEZ.

20 *Defendants.*

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Case No.:

COMPLAINT

INTRODUCTION

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2 1. Plaintiff Martin Ceja Flores (“Plaintiff”) is a former employee of Defendants
3 Crystal Janitorial Service, Inc. (“Crystal Janitorial”), Molecular Devices, LLC (“Molecular
4 Devices”), Leticia Steffanoni, and Enrique Sanchez (collectively, “Defendants”).

5 2. Mr. Ceja Flores worked as a janitor at Molecular Devices’ headquarters in San
6 Jose for 13 years. Molecular Devices’ did not hire its janitors directly. Instead, it contracted
7 with Crystal Janitorial, which in turn contracted with Leticia Steffanoni and Enrique Sanchez.
8 Enrique Sanchez and Leticia Steffanoni hired Mr. Ceja Flores. In 2023, Mr. Ceja Flores was
9 cleaning the floors and laboratories of Molecular Devices six days a week, for over 40 hours a
10 week. While cleaning, he wore a Crystal Janitorial uniform. He was paid a flat rate of less than
11 \$2,000 a month for this work, which amounted to less than \$11 an hour, well less than San
12 Jose’s 2023 minimum wage of \$17.00 an hour. In total, he earned less than \$24,000 for this
13 work during the entire year. This same year, the parent company of Molecular Devices, a
14 multinational biotechnology conglomerate, made \$23.9 billion in revenue.

15 3. Two days a week, he went to another worksite, an apartment building in
16 Mountain View, that also had a contract with Cystal Janitorial. For his work at the apartment
17 building, Mr. Ceja Flores was also paid a flat monthly rate of around \$500 a month. In total, he
18 was paid around \$2,450 a month for his work.

19 4. In March 2024, Mr. Ceja Flores had to take a month off because of an eye
20 surgery. When he tried to return to his job, his direct supervisor, Defendant Enrique Sanchez,
21 and a manager at Crystal Janitorial told him that there were no longer any positions for him.

22 5. Despite the fact that Mr. Ceja Flores cleaned Molecular Devices’ laboratories
23 for years on end, and represented Crystal Janitorial by wearing its uniform at both jobsites, both
24 Molecular Devices and Crystal Janitorial disclaim any culpability or liability for the harms
25 suffered by Mr. Ceja Flores. They instead claim that Mr. Ceja Flores was only employed by the
26 small janitorial subcontractor that engaged with Crystal Janitorial to clean Molecular Devices.
27 Multi-layered contracting schemes like the one through which Mr. Ceja Flores performed work
28 for Molecular Devices and Crystal Janitorial are rampant in the janitorial industry, and result in

1 low-wage workers like Mr. Ceja Flores being denied the rights that they should be provided
2 under state and federal law.

3 6. Because Mr. Ceja Flores has been denied his rights under the Fair Labor
4 Standards Act, the Family and Medical Leave Act, and the California Labor Code, and
5 Molecular Devices, Crystal Janitorial, Enrique Sanchez and Leticia Steffanoni have refused to
6 address these violations, Mr. Ceja Flores now is filing this lawsuit to recover the damages and
7 penalties that he is owed, and hold the companies that have profited from his work to account
8 for the harm they have caused him.

9 **PARTIES**

10 7. Plaintiff Martin Flores Ceja is over the age of 18 and lives in Santa Clara
11 County, California. Plaintiff performed cleaning and other janitorial services for Defendants,
12 until March 2024.

13 8. Defendant Crystal Janitorial Service, Inc. (“Crystal Janitorial”) is a California
14 corporation with its principal place of business in San Jose, California.

- 15 a. Crystal Janitorial operates under the following names: JUST WINDOWS,
16 CRYSTAL CLEAN; JUST FIX IT; CRYSTAL MAINTENANCE GROUP;
17 CRYSTAL JANITORIAL.
- 18 b. Crystal Janitorial is engaged in the business of providing janitorial services for
19 “office buildings, warehouses, clean rooms, apartments, hospitals, medical and
20 dental clinics, gyms, retail stores, tech buildings, and more,” according to its
21 marketing materials. It’s business license lists North American Industry
22 Classification System code “561720-JANITORIAL SERVICES” as its business
23 type. Crystal’s website has stated since 2022:

24 For 23 years and counting, the team at Crystal Janitorial has provided the areas
25 with high-quality janitorial services. At the core of our business lies our
26 dedication to building a trusting relationship between our team and customers.
27 Our team of 40 friendly and highly trained cleaning professionals is truly
28 passionate about what they do.

- c. In 2019, Crystal Janitorial represented that it serviced over 5,000 homes and 300 buildings per year in the greater Bay Area.
- d. Crystal Janitorial’s website states that it operates in Alameda, San Mateo, and Santa Clara counties, and in additional counties in Colorado, Florida, Nevada, Tennessee and Utah.
- e. Crystal Janitorial’s website includes a page for careers. The page includes both an application for a job as a janitorial cleaner, and a janitorial subcontracting survey.
- f. Upon information and belief, Crystal Janitorial employs over 50 people—as that term is defined in the FMLA—within San Mateo, Alameda, and Santa Clara counties.
- g. Upon information and belief, Crystal Janitorial has gross annual dollar volume of sales of at least \$500,000.

9. Defendant Molecular Devices, LLC (“Molecular Devices”) is a Delaware corporation with its principal place of business in San Jose, California. Its global headquarters is located at 3860 N First Street, San Jose, CA 95134.

- a. Defendant Molecular Devices makes devices used for biological research. It states that it is “one of the world’s leading providers of high-performance bioanalytical measurement solutions for life science research, pharmaceutical and biotherapeutic development.”
- b. Molecular Devices is a subsidiary of Danaher Corporation, which is a multinational biotechnology conglomerate with \$23.9 billion in revenue in 2023.

10. Defendant Leticia Steffanoni operated Steffanonis Janitorial, a.k.a. Steffanoni’s Janitorial, as a sole proprietorship and/or as partnership with Defendant Enrique Sanchez. Steffanonis Janitorial is engaged in the business of providing janitorial services.

11. Defendant Enrique Sanchez operates Steffanonis Janitorial, a.k.a. Steffanoni’s Janitorial, as a sole proprietorship, and in the past managed the business with Leticia

1 Steffanoni. Defendant Steffanoni and Defendant Sanchez will be referred to together as
2 “Steffanonis Janitorial.”

3 **JURISDICTION**

4 12. This Court has jurisdiction over this action under the Fair Labor Standards Act,
5 29 U.S.C. §§ 207, 216(b), and the Family and Medical Leave Act of 1993, 29 U.S.C. § 2601, *et*
6 *seq.*, pursuant to 28 U.S.C. § 1331, and this Court has jurisdiction over Plaintiff’s state and
7 local law claims pursuant to 28 U.S.C. § 1367.

8 **VENUE AND INTRADISTRICT ASSIGNMENT**

9 13. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b) because a
10 substantial part of the events or omissions giving rise to Plaintiff’s claims occurred in the City
11 and County of San Jose. Under Civil Local Rule 3-2(c), assignment to the San Jose Division is
12 appropriate.

13 **FACTUAL ALLEGATIONS**

14 14. In or around 2011, Plaintiff began performing janitorial work at Molecular
15 Devices headquarters. In or around 2019, he started performing janitorial work at an apartment
16 building in Mountain View.

17 15. Until around February 2020, Mr. Ceja Flores also cleaned other buildings for
18 Crystal Janitorial.

19 16. Between May 2020 and March 2024, Mr. Ceja Flores regularly performed
20 janitorial services at the Molecular Devices building and the Mountain View apartment
21 building. While he worked at both buildings, he would wear a Crystal Janitorial shirt. His
22 performance at both locations was monitored by Crystal Janitorial employees.

23 17. Until March 2024, Plaintiff worked at Defendant Molecular Devices Monday
24 through Friday from 4 p.m. until 12 a.m., and from 8 a.m. to approximately 2 p.m. on
25 Saturdays. Plaintiff worked at the apartment building on Tuesday mornings from 9 a.m. until 1
26 p.m., and on Wednesdays from approximately 9 a.m. to approximately 10:30 a.m., a total of 5
27 and a half hours a week. He also worked by traveling between these two worksites during the
28 workday.

1 18. At Defendant Molecular Devices headquarters, Plaintiff cleaned approximately
2 seven labs, mopped the kitchen and hallways, swept, and vacuumed various areas.

3 19. Crystal Janitorial’s website contains the following five-star testimonial:

4 Crystal janitorial has worked on my buildings for many years they are extremely
5 professional and great at (sic) there job, they go above and beyond to maintain the buildings
6 janitorial and window service, I would highly recommend this company to anybody that’s
7 looking for janitorial service.

8 **STEVE BLACKER | FACILITY MANAGER | MOLECULAR DEVICES**

9 20. At the apartment building, Plaintiff would sweep and mop common areas,
10 bathrooms, and the area around the pool. Plaintiff would also clean various stairs located at the
11 apartment building.

12 21. In total for his work at both Molecular Devices and the apartment buildings,
13 Plaintiff earned \$2,450 a month. He was paid \$520 for his work at the apartment buildings, and
14 the remainder for his work cleaning the floors and laboratories at Molecular Devices. At
15 Defendant Molecular Devices, this amounted to less than \$11 an hour. Between 2020 and 2024,
16 the minimum wage in San Jose was between \$15.25 and \$17.55 an hour.

17 22. Additionally, Plaintiff was not paid at an hourly rate, was not provided any
18 overtime premium wages, with any wage statements or paystubs documenting his
19 compensation, and was not provided sick leave.

20 23. On Tuesdays and Wednesdays, Plaintiff travelled from the Mountain View
21 apartment building to Molecular Devices, which took him approximately 20 minutes and
22 involved 10 miles of travel. Plaintiff was never reimbursed for this mileage or compensated for
23 this travel time, in violation of the minimum wage.

24 24. On Tuesdays and Wednesdays, there was a multi-hour gap between when Mr.
25 Ceja Flores was cleaning the Mountain View apartment building and when he started to clean
26 at Defendant Molecular Devices. During these days, Plaintiff was never paid a split shift
27 premium.

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1 25. Defendants did not authorize and permit lawful, paid rest breaks on any of the
2 days he worked at Defendant Molecular Devices or at the apartment building on Tuesdays.
3 Furthermore, Plaintiff was only given his meal break at 9:30 p.m. after working five and a half
4 hours at Defendant Molecular Devices. Mr. Ceja Flores was paid a flat rate for his work at
5 Molecular Devices, and a flat rate for his work at the apartment building. Absent additional
6 compensation for rest periods, any rest period taken would have been unpaid.

7 26. On March 21, 2024, Plaintiff had eye surgery and was unable to work for a
8 month per his doctor's instructions. Around two months prior to the surgery, Plaintiff told
9 Defendant Sanchez that he needed to have surgery. Defendant Sanchez said he would look for
10 somebody to cover him while he was out, but that his job was secure when he returned.
11 Plaintiff worked up until March 20, 2024 the night before the surgery.

12 27. On approximately April 18, 2024, Plaintiff told Defendant Sanchez that he was
13 cleared to come back to work. Plaintiff also sent Defendant Sanchez a photo of the doctor's
14 note stating that he could return to work. Defendant Sanchez said that Plaintiff could not work
15 because of the dust and chemicals associated with janitorial work. Plaintiff told Defendant
16 Sanchez that the doctor had said that Plaintiff could work if he wore a protective eye covering,
17 but Defendant Sanchez still did not reinstate him. After Defendant Sanchez refused to reinstate
18 Plaintiff, Plaintiff spoke to Amador Galvan. Mr. Galvan holds himself out as a quality control
19 and operations manager at Defendant Crystal Janitorial. Mr. Galvan is also listed as the Chief
20 Financial Officer for Crystal Janitorial in public filings, and is described as a "partner" on the
21 website for Just Windows, one of Crystal's trade names. Mr. Galvan told him to sort it out with
22 Defendant Sanchez. After this conversation, Plaintiff spoke again to Defendant Sanchez.
23 Defendant Sanchez told him that he could not reinstate Plaintiff and that Mr. Galvan did not
24 want to work with Plaintiff.

25 28. Upon Plaintiff's separation from his employment with Defendants, Defendants
26 failed to pay him accrued compensation owed. Plaintiff has never been paid in full.

27 29. On June 7, 2024, Mr. Ceja Flores filed a wage claim against Defendants with the
28 California Labor Commissioner's Wage Claim Adjudication office.

1 30. On July 24, 2024, Plaintiff requested his personnel and payroll records from
2 Defendants. Defendants did not provide records within 30 days.

3 **CRYSTAL JANITORIAL'S LIABILITY**

4 31. Defendant Crystal Janitorial is a California corporation engaged in the business
5 of providing janitorial services.

6 32. Defendant Crystal Janitorial fulfilled its contractual obligations for Defendant
7 Molecular Devices and the Mountain View apartment building through Plaintiff's labor, which
8 was obtained through Steffanonis Janitorial during the relevant time period.

9 33. Through its relationships with Defendants Molecular Devices, Steffanoni, and
10 Sanchez, Defendant Crystal Janitorial had the power to control, either directly or indirectly, the
11 work of Plaintiff.

12 34. Defendant Crystal Janitorial exercised control over Plaintiff's work in various
13 matters. Defendant Sanchez told him that Amador Galvan, a quality control and operations
14 manager at Defendant Crystal Janitorial, had told Defendant Sanchez that Plaintiff was required
15 to wear a Crystal Janitorial T-shirt whenever he worked at Molecular Devices or the apartment
16 building, because he was representing Crystal Janitorial. Plaintiff and Defendants Sanchez and
17 Steffanoni would order chemicals and supplies from Defendant Crystal Janitorial, and at times,
18 when those chemicals were not delivered, Plaintiff would pick up chemicals and supplies from
19 Crystal Janitorial's offices. Crystal Janitorial reviewed the quality of Plaintiff's work on a
20 monthly basis through Mr. Galvan and provided direct feedback through Defendant Sanchez.
21 At times, Mr. Galvan would direct Plaintiff to clean certain areas or address certain stains at the
22 Molecular Devices headquarters, during face-to-face conversations that would occur at the
23 Molecular Devices headquarters.

24 35. Defendant Crystal Janitorial also had knowledge that Plaintiff was working at
25 both Molecular Devices and at the apartment building and had the power to prevent Plaintiff
26 from working at both locations.

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1 36. The janitorial work performed for Defendant Crystal Janitorial by Plaintiff is a
2 regular and customary part of Defendant Crystal Janitorial’s overall business operation of
3 providing janitorial services to third parties.

4 37. Based on the arrangements between Defendant Crystal Janitorial and
5 Steffanonis Janitorial, Defendant Crystal Janitorial was Plaintiff’s client employer under
6 California Labor Code § 2810.3 with respect to all hours worked in connection with janitorial
7 services provided for Defendant Crystal Janitorial.

8 38. Furthermore, Defendant Crystal Janitorial is liable and “employed” Mr. Ceja
9 Flores as that term is defined under Labor Code § 2775 *et. seq.*, the Industrial Wage Order No.
10 5-2001, § 2.(E), and as that term is defined under the Fair Labor Standards Act, 29 U.S. Code §
11 203(d) .

12 **MOLECULAR DEVICES’ LIABILITY**

13 39. Defendant Molecular Devices is a Delaware corporation engaged in the business
14 of supplying analytical systems for life sciences research.

15 40. Defendant Molecular Devices has several laboratories, kitchen areas, restrooms
16 and common areas that require routine cleaning to remain operable. The laboratories where
17 research is conducted must be cleaned routinely. Thus, Defendant Molecular Devices’ usual
18 course of business includes routine janitorial work, like the work performed by Plaintiff.

19 41. To clean its facilities, Defendant Molecular Devices hired Defendant Crystal
20 Janitorial. Defendant Crystal Janitorial then hired Steffanonis Janitorial to perform the actual
21 labor of cleaning the various areas within Defendant Molecular Devices. The work performed
22 by Plaintiff was performed on the premises of Defendant Molecular Devices.

23 42. Defendant Molecular Devices had the power to prevent Plaintiff from working.
24 Defendant Molecular Devices could control Plaintiff’s access to the building and issued
25 Plaintiff a key card to enter the building to clean it at night. Defendant Molecular Devices also
26 controlled his hours by requesting that the cleaning take place at night when the majority of
27 personnel had left the building.

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1 43. At times, Spanish-speaking employees of Molecular Devices would direct
2 Plaintiff to clean certain areas of the Molecular Devices building.

3 44. Based on the arrangements among Defendant Molecular Devices, Defendant
4 Crystal Janitorial, and Steffanonis Janitorial, Defendant Molecular Devices was Plaintiff's
5 client employer under California Labor Code § 2810.3 with respect to all hours worked in
6 connection with janitorial services provided for Defendant Molecular Devices.

7 45. Furthermore, Defendant Molecular Devices is liable and "employed" Mr. Ceja
8 Flores as that term is defined under Labor Code § 2775 *et. seq.*, the Industrial Wage Order No.
9 5-2001, § 2.(E), and as that term is defined under the Fair Labor Standards Act, 29 U.S. Code §
10 203(d) .

11 **FIRST CAUSE OF ACTION**
12 **FAILURE TO PAY OVERTIME WAGES**
13 **FLSA, 29 U.S.C. § 201 *ET SEQ***
14 **PLAINTIFF AGAINST ALL DEFENDANTS**

15 46. Plaintiff re-alleges and incorporates by reference each preceding paragraph of
16 the complaint as fully set forth herein and further alleges that:

17 47. The Fair Labor Standards Act, 29 U.S.C. § 207, provides employees with the
18 right to receive compensation at "one and one-half times the regular rate at which [they are]
19 employed" for hours worked in excess of forty hours a week.

20 48. By failing to pay overtime premium pay for hours worked by Plaintiff in excess
21 of forty hours in a week, Defendants have violated the FLSA, 29 U.S.C. §§ 201, *et. seq.*,
22 including 29 U.S.C. §§ 207(a)(1), 215(a).

23 49. As a result of Defendants' unlawful acts, Plaintiff has been deprived of wages
24 owed to him in an amount to be determined at trial, and are entitled to recover of such amount,
25 and liquidated damages, as provided by the FLSA, 29 U.S.C. § 216(b), plus interest thereon,
26 attorneys' fees and costs and such other legal and equitable relief as the Court deems just and
27 proper.
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SECOND CAUSE OF ACTION
FAILURE TO PAY MINIMUM WAGES IN VIOLATION OF CALIFORNIA LABOR CODE §§ 1194.2, 1197, WAGE ORDER 5, CHAPTER 4.100 OF THE SAN JOSE MUNICIPAL CODE, AND CHAPTER 42 OF THE MOUNTAIN VIEW MUNICIPAL CODE
PLAINTIFF AGAINST ALL DEFENDANTS

50. Plaintiff re-alleges and incorporates by reference each preceding paragraph of the complaint as fully set forth herein and further alleges that:

51. Plaintiff brings this count against Defendants for their failure to pay minimum wage for all compensable hours.

52. Between 2020 and March 2024, Defendants failed to pay Plaintiff the minimum wage for each hour worked in violation of Labor Code § 1197, California Industrial Welfare Commission Order No. 5-2001 (hereinafter Wage Order 5), Mountain View Municipal Code Chapter 42, and San Jose Municipal Code Chapter 4.100.

53. As a direct and proximate result of Defendants’ acts and/or omissions, Plaintiff was deprived of minimum wages.

54. Plaintiff is entitled to recover and request the unpaid balance of the full amount of the unpaid minimum wages, interest thereon, attorney’s fees and the cost of suit.

55. Plaintiff is also entitled to recover liquidated damages in an amount equal to the minimum wages unlawfully unpaid and interest thereon pursuant to Labor Code § 1194.2.

56. Plaintiff is also entitled to recover civil penalties of \$50 for each day a violation has occurred under Section 4.100.090 of the San Jose Municipal Code.

57. Plaintiff is also entitled to recover civil penalties of \$50 for each day a violation has occurred under Section 42.20 of the Mountain View Municipal Code.

THIRD CAUSE OF ACTION
FAILURE TO PAY OVERTIME WAGES IN VIOLATION OF CALIFORNIA LABOR CODE § 1194 AND WAGE ORDER 5
PLAINTIFF AGAINST ALL DEFENDANTS

58. Plaintiff re-alleges and incorporates by reference each preceding paragraph of the complaint as fully set forth herein and further alleges that:

1 59. Plaintiff brings this count against Defendants for their failure to pay overtime
2 premium wages for all uncompensated overtime hours worked.

3 60. Between 2020 and March 2024, Defendants failed to pay Plaintiff overtime
4 wages in the amount of one and a half times the regular rate for all hours worked in each
5 workday in excess of eight (8) hours and all hours worked in each workweek in excess of forty
6 (40) hours, and for hours worked on a seventh consecutive day of work in a workweek, as
7 required by Labor Code § 1194 and California Industrial Commission Order No. 5-2001
8 (hereinafter Wage Order 5).

9 61. Plaintiff worked over forty (40) hours in a week, over eight (8) hours in a day,
10 and/or over seven consecutive days in a workweek. Plaintiff did not receive overtime premium
11 pay for all overtime hours worked.

12 62. As a direct and proximate result of the acts and/or omissions of Defendants,
13 Plaintiff has been deprived of overtime wages.

14 63. Plaintiff is entitled to and requests relief in the amount equal to unpaid overtime
15 hours (at the premium rate) as well as pre- and post-judgment interest, in addition to other relief
16 requested below.

17 **FOURTH CAUSE OF ACTION**
18 **FAILURE TO PROVIDE REST PERIODS IN VIOLATION OF**
19 **CALIFORNIA LABOR CODE § 226.7 AND WAGE ORDER 5**
20 **PLAINTIFF AGAINST ALL DEFENDANTS**

21 64. Plaintiff re-alleges and incorporates by reference each preceding paragraph of
22 the complaint as fully set forth herein and further alleges that:

23 65. Plaintiff brings this count against Defendants for their failure to provide
24 adequate, paid rest breaks in violation of California Labor Code § 226.7.

25 66. Between 2020 and March 2024, Plaintiff did not receive lawful compensated
26 rest breaks for any of the days he worked at Molecular Devices or at the apartment building on
27 Tuesdays, in violation of Labor Code § 226.7 and Wage Order 5, which provide that employers
28 must authorize and permit a 10-minute paid rest period if work is between 3.5 and 6 hours, and
must authorize and permit two 10-minute paid rest periods if work is between 6 and 10 hours.

1 The penalty for failure to provide lawful rest periods is 1 hour of pay at the regular rate for each
2 day a violation occurs.

3 67. As a direct and proximate result of the acts and/or omissions of Defendants,
4 Plaintiff is owed rest break premiums due.

5 68. Plaintiff is entitled to and requests relief in the amount equal to rest period
6 premiums as well as pre- and post-judgment interest, in addition to other relief requested
7 below.

8 **FIFTH CAUSE OF ACTION**
9 **FAILURE TO PROVIDE MEAL PERIODS IN VIOLATION OF**
10 **CALIFORNIA LABOR CODE § 226.7 AND WAGE ORDER 5**
11 **PLAINTIFF AGAINST ALL DEFENDANTS**

12 69. Plaintiff re-alleges and incorporates by reference each preceding paragraph of
13 the complaint as fully set forth herein and further alleges that:

14 70. Plaintiff brings this count against Defendants for their failure to provide
15 adequate meal breaks in violation of California Labor Code § 226.7.

16 71. Between 2020 and March 2024, Plaintiff did not receive lawful meal breaks for
17 any of the days he worked at Molecular Devices, in violation of Labor Code § 226.7 and Wage
18 Order 5, which provide that employers must authorize and permit a 30-minute unpaid meal
19 period for every 5 hours of work. When an employee works for a work period of longer than 5
20 hours, a meal period must be provided no later than the end of the employee's fifth hour of
21 work. The penalty for failure to provide a meal period is 1 hour of pay at the regular rate for
22 each day a violation occurs.

23 72. As a direct and proximate result of the acts and/or omissions of Defendants,
24 Plaintiff is owed meal break premiums.

25 73. Plaintiff is entitled to and requests relief in the amount equal to meal period
26 premiums as well as pre- and post-judgment interest, in addition to other relief requested
27 below.
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SIXTH CAUSE OF ACTION
FAILURE TO REIMBURSE TRAVEL EXPENSES IN VIOLATION OF
CALIFORNIA LABOR CODE § 2802
PLAINTIFF AGAINST ALL DEFENDANTS

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74. Plaintiff re-alleges and incorporates by reference each preceding paragraph of the complaint as fully set forth herein and further alleges that:

75. Plaintiff brings this count against Defendants for their failure to reimburse his travel expenses in violation of California Labor Code § 2802.

76. Between 2020 and March 2024, Plaintiff was never reimbursed for any of the mileage he drove in carrying out his work-related duties, in violation of Labor Code § 2802, which mandates that employers must reimburse an employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of their employment duties.

77. As a direct and proximate result of the acts and/or omissions of Defendants, Plaintiff is owed unreimbursed expenses due.

78. Plaintiff is entitled to and requests relief in the amount equal to unreimbursed expenses as well as pre- and post-judgment interest, in addition to other relief requested below.

SEVENTH CAUSE OF ACTION
FAILURE TO PAY SPLIT SHIFT PREMIUMS IN VIOLATION OF
WAGE ORDER 5
PLAINTIFF AGAINST ALL DEFENDANTS

79. Plaintiff re-alleges and incorporates by reference each preceding paragraph of the complaint as fully set forth herein and further alleges that:

80. Plaintiff brings this count against Defendants for their failure to pay split shift premiums in violation of Wage Order 5.

81. Between 2020 and March 2024, Plaintiff was never paid split shift premiums on days he was required to clock out and return to work later in the day in violation of Wage Order 5 § 4(C), which requires that workers who earn at or near the minimum wage to be entitled to one hour's pay at the minimum wage for each workday where their day's schedule includes a "split shift."

1 82. As a direct and proximate result of the acts and/or omissions of Defendants,
2 Plaintiff is owed unpaid split shift premiums.

3 83. Plaintiff is entitled to and requests relief in the amount equal to unpaid split shift
4 premiums as well as pre- and post-judgment interest, in addition to other relief requested
5 below.

6 **EIGHTH CAUSE OF ACTION**
7 **FAILURE TO FURNISH PAYSTUBS AND PAYROLL RECORDS IN VIOLATION OF**
8 **CALIFORNIA LABOR CODE § 226**
9 **PLAINTIFF AGAINST ALL DEFENDANTS**

10 84. Plaintiff re-alleges and incorporates by reference each preceding paragraph of
11 the complaint as fully set forth herein and further alleges that:

12 85. Plaintiff brings this count against Defendants for their failure to provide Plaintiff
13 with paystubs and payroll records in violation of California Labor Code § 226.

14 86. Between 2020 and March 2024, Plaintiff was never given any paystubs for the
15 work he performed, in violation of California Labor Code § 226, which requires employers to
16 provide accurate wage statements to their employees.

17 87. California Labor Code § 226(e)(1) provides that if an employer knowingly and
18 intentionally fails to provide such a statement, then the employee is entitled to recover the
19 greater of all actual damages or fifty dollars (\$50.00) for the initial violation and one hundred
20 dollars (\$100.00) for each subsequent violation, up to four thousand dollars (\$4,000.00).

21 88. Defendants knowingly and intentionally failed to furnish Plaintiff with paystubs.
22 Plaintiff has suffered injury as a result. Accordingly, Defendants are liable to Plaintiff for the
23 amounts provided by California Labor Code § 226(e).

24 89. California Labor Code § 226(c) provides that if an employee requests records
25 from an employer, the employer must provide those records to the employee as soon as
26 practicable, but no later than 21 calendar days from the date of the request. California Labor
27 Code § 226(f) provides that if an employer fails to comply with subdivision (c), the employee
28 can recover a \$750 penalty.

1 90. Plaintiff is entitled to and request the applicable penalties and injunctive relief
2 available pursuant to California Labor Code § 226(h), in addition to other relief requested
3 below.

4 **NINTH CAUSE OF ACTION**
5 **WAITING TIME PENALTIES UNDER**
6 **CALIFORNIA LABOR CODE §§ 201-03**
7 **PLAINTIFF AGAINST ALL DEFENDANTS**

8 91. Plaintiff re-alleges and incorporates by reference each preceding paragraph of
9 the complaint as fully set forth herein and further alleges that:

10 92. Plaintiff brings this count against Defendants for their failure to pay Plaintiff all
11 wages owing at separation from employment, in violation of California Labor Code § 203.

12 93. California Labor Code §§ 201-03 provide that an employer is required to
13 promptly pay all compensation owing to an employee upon their separation from employment
14 and the employer is liable for waiting time penalties in the form of a daily penalty up to a
15 maximum of 30 days.

16 94. Defendants willfully failed to timely pay final compensation and wages owing
17 to Plaintiff. As a result, Defendants are liable to Plaintiff under California Labor Code § 203.

18 95. Plaintiff waited more than 30 days without pay. Plaintiff thus requests 30 days'
19 penalties at his daily rate of pay.

20 **TENTH CAUSE OF ACTION**
21 **FAILURE TO PROVIDE PERSONNEL FILES AND RECORDS**
22 **CALIFORNIA LABOR CODE § 1198.5**
23 **PLAINTIFF AGAINST ALL DEFENDANTS**

24 96. Plaintiff re-alleges and incorporates by reference each preceding paragraph of the
25 complaint as fully set forth herein and further alleges that:

26 97. Plaintiff brings this count against Defendants for their failure to provide Plaintiff
27 with paystubs and payroll records in violation of California Labor Code § 1198.5.

28 98. California Labor Code § 1198.5(b) provides that if an employee requests records
from an employer, the employer must provide those records to the employee no later than 30

1 calendar days from the date of the request. California Labor Code § 1198.5(k) provides that if
2 an employer fails to comply with subdivision (b), the employee can recover a \$750 penalty.

3 99. Plaintiff requested his records, and was not provided these records within a 30
4 day period.

5 100. Plaintiff is entitled to and request the applicable penalties and injunctive relief
6 available pursuant to California Labor Code § 1198.5, in addition to other relief requested
7 below.

8 **ELEVENTH CAUSE OF ACTION**
9 **VIOLATION OF THE FAMILY AND MEDICAL LEAVE ACT**
10 **29 U.S.C. § 2615(a)(1)**
11 **AGAINST DEFENDANTS MOLECULAR DEVICES AND CRYSTAL JANITORIAL**

12 101. Plaintiff re-alleges and incorporates by reference each preceding paragraph of the
13 complaint as fully set forth herein and further alleges that:

14 102. The FMLA provides eligible employees the right to take up to twelve weeks of
15 family care and medical leave in any twelve-month period with the provision of health benefits
16 while on such leave and a guarantee of employment to the same or an equivalent position upon
17 the expiration of the leave. 29 U.S.C. §§ 2612(a)(1)(D), 2614(a)(1).

18 103. The FMLA provides: “any eligible employee who takes leave under section 2612
19 of this title for the intended purpose of the leave shall be entitled, on return from such leave; (A)
20 to be restored by the employer to the position of employment held by the employee when the
21 leave commenced; or (B) to be restored to an equivalent position with equivalent employment
22 benefits, pay, and other terms and conditions of employment,” except in certain circumstances
23 related to highly compensated employees.

24 104. Plaintiff is an eligible employee. *See* 29 U.S.C. § 2611(2).

25 105. Plaintiff was employed—as that term is defined by the FMLA—by Molecular
26 Devices and Crystal Janitorial.

27 106. Plaintiff believes that Molecular Devices employs more than 50 employees within
28 75-miles of its headquarters.

107. Plaintiff believes that Crystal Janitorial employs more than 50 employees—as the

1 terms “employ” and “employee” are defined within the FMLA—within a 75-miles of the
2 Molecular Devices’ headquarters and the Mountain View apartment, based on the information
3 available to him, including the following facts:

- 4 a. Defendant Crystal Janitorial’s own representations as to the number of cleaners
5 employed by it, *supra* at ¶ 8(b);
- 6 b. Defendant Crystal Janitorial’s own representations as to the size and scope of its
7 operations in the Bay Area, *supra* at ¶ 8(c), and Alameda, San Mateo, and Santa
8 Clara counties, *supra* at ¶ 8(d);
- 9 c. Mr. Ceja Flores’ own understanding that Crystal Janitorial has hired multiple
10 subcontractors to perform cleaning services under its name in a manner equivalent
11 to Crystal Janitorial’s relationship with Enrique Sanchez and Leticia Steffanoni,
12 and Plaintiff’s reasonable belief that these subcontractors and their employees are
13 also Crystal’s employees under the meaning and scope of the terms “employ” and
14 “employee” in the FMLA.

15 108. The FMLA provides that “[i]t shall be unlawful for any employer to interfere
16 with, restrain, or deny the exercise of or the attempt to exercise, any right provided under this
17 subchapter [of the FMLA].” 29 U.S.C. § 2615(a)(1).

18 109. Family care and medical leave includes leave to care for one’s own serious health
19 condition. 29 U.S.C. § 2612(a)(1)(D).

20 110. Plaintiff provided timely and reasonable notice of his need to take leave to care
21 for his own serious health condition.

22 111. Plaintiff exercised his right to medical leave when he requested and took medical
23 leave to care for his serious health condition that made him unable to perform one or more
24 essential functions of his job.

25 112. Crystal Janitorial and Molecular Devices interfered with, restrained, and/or denied
26 Plaintiff’s exercise of her FMLA rights by failing to reinstate Plaintiff after Plaintiff attempted to
27 return from his job-protected FMLA-qualifying medical leave.

28 113. As a direct and proximate result of these unlawful acts, Plaintiff has suffered and

1 continues to suffer lost wages and other compensation, in an amount to be proven at trial.

2 114. As a further proximate result of these unlawful acts, Plaintiff has suffered and
3 continues to suffer injury.

4 115. Plaintiff is entitled to compensatory damages, liquidated damages, lost wages and
5 benefits, declaratory and injunctive relief, attorneys' fees and costs, and other appropriate relief
6 as determined by this court.

7 **TWELFTH CAUSE OF ACTION**
8 **VIOLATIONS OF UNFAIR COMPETITION LAW**
9 **CALIF. BUS. & PROF. CODE § 17200 ET SEQ**
10 **PLAINTIFF AGAINST ALL DEFENDANTS**

11 116. Plaintiff re-alleges and incorporates by reference each preceding paragraph of
12 the complaint as fully set forth herein and further alleges that:

13 117. Calif. Business & Professions Code § 17200 prohibits unfair competition in the
14 form of any unlawful, unfair, or fraudulent business act or practice.

15 118. Calif. Business & Professions Code § 17204 allows “any person acting for the
16 interests of itself, its members or the general public” to prosecute a civil action for violation of
17 the UCL.

18 119. Defendants improperly, fraudulently, and unlawfully failed to comply with the
19 California Labor Code, including by (a) failing to pay regular and overtime compensation, as
20 required by California law; (b) failing to indemnify to Plaintiff for employment-related
21 business expenses and losses; and (c) failing to provide meal and rest periods to Plaintiff.
22 Defendants have thereby committed unlawful, unfair, and/or fraudulent business acts and
23 practices as defined by Calif. Business & Professions Code § 17200.

24 120. The violations of the Labor Code and local city ordinances discussed above
25 serve as unlawful, unfair, and/or fraudulent predicate acts and practices for purposes of Calif.
26 Business and Professions Code § 17200.

27 121. As a direct and proximate result of Defendants' unlawful, unfair, and/or
28 fraudulent acts and practices described herein, Defendants have received and continue to hold
ill-gotten gains belonging to Plaintiff. As a direct and proximate result of Defendants' unlawful

1 business practices, Plaintiff has suffered economic injuries including, but not limited to, funds
2 spent on expenses for the Defendants' benefit, unpaid compensation for missed meal and rest
3 periods, and unpaid overtime and regular wages. Defendants have profited from their unlawful,
4 unfair, and/or fraudulent acts and practices.

5 122. Pursuant to Calif. Business & Prof. Code §17203, Plaintiff is entitled to
6 restitution of money acquired by Defendants by means of their unfair business practices, in
7 amounts not yet ascertained but to be ascertained at trial.

8 123. Plaintiff is entitled to and request the applicable equitable relief, in addition to
9 other relief requested below.

10 **PRAYER FOR RELIEF**

11 124. WHEREFORE, Plaintiff requests that the Court order the following relief and
12 enter judgment against Defendants as follows:

- 13 a. For an award of damages as authorized under the law;
14 b. For an award of liquidated damages as authorized under the law;
15 c. For an award of civil penalties as authorized under the law;
16 d. For an award of restitution and other equitable and injunctive relief
17 authorized under law;
18 e. For an award of pre-judgment interest as authorized under the law;
19 f. For an award of post-judgment interest as authorized under the law;
20 g. That Plaintiff be awarded reasonable attorney's fees and costs pursuant
21 to the FLSA, California Labor Code §§ 203, 226, 1194, 2699, the San
22 Jose and Mountain View Municipal Codes, the Unfair Competition Law
23 and/or any other applicable law; and
24 h. That the Court award such other and further relief as this Court may
25 deem appropriate.
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DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial on all causes of action and claims with respect to which they have a right to a jury trial.

Dated: October 16, 2024

LEGAL AID AT WORK

/s/ George A. Warner
George A. Warner
Attorney for Plaintiff

/s/ Abigail Cruz
Abigail Cruz
Attorney for Plaintiff