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*Attorneys for Plaintiff Myesha Brown, an
Aggrieved Employee of Defendants, for the State
of California's Labor and Workforce
Development Agency on Behalf of All Aggrieved
Employees of Defendants*

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES, CENTRAL DISTRICT

MYESHA BROWN, Aggrieved Employee of
Defendants, on Behalf of the State of
California's Labor and Workforce
Development Agency for All Aggrieved
Employees of Defendants,

Plaintiff,

v.

G2 SECURE STAFF, LLC, a Texas Limited
Liability Company; and DOES 1-100,
Inclusive,

Defendants.

Case No. **21STCV01510**

REPRESENTATIVE ACTION

COMPLAINT FOR:

**VIOLATION OF CALIFORNIA'S LABOR
CODE PRIVATE ATTORNEYS
GENERAL ACT OF 2004 (CAL. LAB.
CODE §§ 2698, ET SEQ.)**

DEMAND FOR JURY TRIAL

1 Plaintiff MYESHA BROWN (hereinafter, “Plaintiff”), who is an aggrieved employee of
2 Defendant G2 SECURE STAFF, LLC, and DOES 1 through 100, inclusive, (collectively,
3 “Defendants”), brings this representative action as proxy for the State of California’s Labor and
4 Workforce Development Agency (“LWDA”) on behalf of all current and former aggrieved
5 employees of Defendants in California, and hereby alleges the following facts and claims against
6 Defendants, and respectfully request civil penalties, all other available relief, and a trial by jury of
7 all issues and causes of action so triable.

8 **INTRODUCTION**

9 1. Plaintiff brings this representative action as the proxy for the State of California’s
10 LWDA against Defendants for civil penalties pursuant to California’s Private Attorneys General
11 Act of 2004 (hereinafter, the “PAGA”), Labor Code section 2698, *et seq.*, resulting from
12 Defendants’ violations of “wage and hour” laws protective of Defendants’ aggrieved employees
13 under the California Labor Code and the Industrial Welfare Commission (“IWC”) Wage Orders.
14 The PAGA permits an aggrieved employee to bring a representative action as the State’s
15 designated proxy on behalf of herself and all other current and former non-exempt aggrieved
16 employees of an employer to recover civil penalties for violation of California’s Labor Code.

17 2. Defendants’ systemic pattern of Labor Code and IWC Wage Order violations
18 toward Plaintiff and other current and former aggrieved employees of Defendants in California
19 include, but are not limited to its:

20 a. Failure to pay all wages owed for time worked in violation of Labor Code
21 sections 204, 223, 1194, 1197, 1198, and 1199 and Section 4 of the applicable IWC Wage
22 Order(s);

23 b. Failure to provide a net ten minutes of off-duty rest periods for every four
24 hours worked, or a major fraction thereof, and rest period premiums, in violation of Labor Code
25 section 226.7 and section 12 of the applicable Wage Order(s);

26 c. Failure to furnish accurate itemized wage statements in violation of Labor
27 Code section 226(a) and 226.3; and

28 d. Failure to timely pay all final wages owed upon separation of employment

in violation of Labor Code sections 201, 202, and 203.

3. Pursuant to the PAGA, Plaintiff brings this representative action as proxy of the LWDA against Defendants, on behalf of herself and all other aggrieved employees of Defendants in California, seeking to recover civil penalties, costs and attorney's fees, and all other available relief for Defendants' violations of the Labor Code, as alleged herein.

PARTIES

4. Plaintiff MYESHA BROWN is an individual over the age of eighteen (18). Plaintiff and at all relevant times mentioned in this Complaint, was a California citizen residing within Los Angeles County, California. Plaintiff currently resides in the County of Los Angeles. Plaintiff was employed by Defendants in California as a non-exempt a Customer Service Passenger/Wheelchair Agent (CSA)/Greeter at the Los Angeles International Airport (“LAX”) in Los Angeles, California, from approximately May 20, 2019 to the date her employment was terminated on or around February 14, 2020. At all relevant times herein, Plaintiff was an “employee” as that term is used in the Labor Code. During the applicable statutory period, Plaintiff was subject to various policies, procedures, and practices implemented by Defendants that, as alleged herein, were and are in violation of the Labor Code and IWC Wage Orders. At all relevant times, Plaintiff was and is an aggrieved employee of Defendants within the meaning of Labor Code section 2699(c).

5. Defendant G2 SECURE STAFF, LLC is a Texas corporation headquartered in Irving, Texas. Defendant G2 SECURE STAFF, LLC provides professional aviation service solutions at airports across the country including the Los Angeles International Airport and airports in other cities in California such as Santa Ana, San Francisco, San Jose, and Sacramento, ranging from ground handling services such as cabin cleaning, to customer assistance services and security solutions.¹ On information and belief, Defendant G2 SECURE STAFF, LLC maintains an office at 5757 West Century Boulevard, Suite 650, Los Angeles, California 90045 and regularly conducts business within Los Angeles County, California. On Information and belief, Defendant

¹ See, <https://www.g2securestaff.com/>

1 G2 SECURE STAFF, LLC employs over 300 individuals in California.² Defendant G2 SECURE
2 STAFF, LLC is an “employer” regularly employing California residents and is subject to the
3 Labor Code and IWC Wage Orders.

4 6. Defendants named DOES 1 through 100, inclusive, are on information and belief
5 now, and/or at all times mentioned in this Complaint were licensed to do business and/or actually
6 doing business in California, including Los Angeles County, and each of the fictitiously named
7 Defendants is responsible for the conduct alleged in this Complaint. Plaintiff does not know the
8 true names or capacities, whether individual, partner or corporate, of DOES 1 through 100,
9 inclusive, and for that reason, DOES 1 through 100, inclusive, are sued under such fictitious
10 names pursuant to California Code of Civil Procedure section 474. Plaintiff will seek leave of
11 court to amend their Complaint to allege both the true names and capacities of the DOE
12 Defendants when ascertained.

13 7. Defendants G2 SECURE STAFF, LLC and DOES 1 through 100, inclusive, were
14 Plaintiff’s and other current and former aggrieved employees’ employers or persons acting on
15 behalf of their employer, within the meaning of California Labor Code section 558, who violated
16 or caused to be violated, a section of Part 2, Chapter 1 of the California Labor Code or any
17 provision regulating hours and days of work in any Wage Order of the IWC, and are subject to
18 civil penalties as set forth in Labor Code section 2698, *et seq.*

19 8. Plaintiff is informed and believes and thereon alleges that each Defendant, directly
20 or indirectly, or through agents or other persons, is in some manner intentionally, negligently, or
21 otherwise responsible for the acts, omissions, occurrences and transactions alleged herein. Plaintiff
22 is informed and believe and thereon alleges that each Defendant acted in all respects pertinent to
23 this action as the agent of the other Defendants, carried out a joint scheme, business plan or policy
24 in all respects pertinent hereto, and the acts of each Defendant is legally attributable to the other
25 Defendants.

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² See, <https://www.linkedin.com/company/g2securestaff/people/>.

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10. The California Superior Court also has jurisdiction in this matter because both the individual and aggregate civil penalties sought herein under California state law exceed the minimal jurisdictional limits of the Superior Court and will be established at trial, according to proof.

12. Venue is proper in the Superior Court of California for the County of Los Angeles, pursuant to Code of Civil Procedure section 395(a) and Code of Civil Procedure section 395.5 in that liability arose in Los Angeles County because at least some of the acts and omissions that are the subject matter of this Complaint occurred therein and/or each Defendant either is found, maintains offices, transacts business, exists, and/or has an agent in Los Angeles County.

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1 the Los Angeles International Airport. As a subcontractor for the airport, Defendants were and are
2 required to pay a minimum “living wage” pursuant to the Los Angeles Living Wage Ordinance
3 (“LWO”), which is codified in Los Angeles City Administrative Code section 10.37 *et seq.*
4 Further, pursuant to Defendants’ policies, Defendants were to pay Plaintiff her wages during the
5 pendency of any suspension of employment. Despite the statutory requirements and Defendants’
6 own policy, Defendants failed to pay Plaintiff minimum wages during an investigation wherein
7 she was suspended for approximately 4 weeks in or around November of 2019.

8 15. During the applicable statutory period, Defendants consistently failed to authorize
9 and permit Plaintiff to take timely off-duty and uninterrupted ten-minute-long rest periods every
10 four hours worked, or major fraction thereof. For example, it was common for Plaintiff to miss her
11 rest breaks or take untimely rest breaks. Also, when Plaintiff was taking her rest periods,
12 supervisors would often ask her to perform work related tasks and would even question her in the
13 break room by asking “how long have you been sitting here?” Other times, when Plaintiff came
14 back from a break, a supervisor would ask, “where have you been?” Defendants also failed to pay
15 a premium wage at Plaintiff’s regular rate of pay on workdays when they failed to provide
16 Plaintiff with an opportunity to take her rest period.

17 16. During the applicable statutory period, Defendants failed to provide Plaintiff with
18 accurate itemized wage statements. Defendants failed to furnish Plaintiff with itemized wage
19 statements identifying, among other things, the correct amount of gross and net wages earned, and
20 the correct number of and the correct amount of deductions.

21 17. During the applicable statutory period, Defendants willfully failed to pay all wages
22 owed to Plaintiff upon separation of employment. Defendants still have yet to pay Plaintiff all
23 final wages owed to her due to their failure to pay Plaintiff for all minimum wages, and their
24 failure to pay rest period premium wages owed.

25 **GENERAL ALLEGATIONS**

26 18. Plaintiff and all other aggrieved employees are current and former non-exempt
27 employees of Defendants that work or worked at or out of Defendants’ facilities in California as
28 non-exempt employees during the statutory period.

1 19. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and all other
2 current and former aggrieved employees were subject to the same various policies, procedures,
3 and practices implemented by Defendants that, as alleged herein, were and are in violation of the
4 Labor Code.

5 20. Plaintiff is informed and believes, and thereon alleges, that as a matter of policy
6 and/or practice, Defendants failed to pay Plaintiff and all other aggrieved employees for all
7 required minimum wages for hours worked. For instance, Defendants employed Plaintiff at the
8 Los Angeles International Airport. As a subcontractor for the airport, Defendants were and are
9 required to pay a minimum “living wage” pursuant to Los Angeles City Administrative Code
10 section 10.37 *et seq.* Further, pursuant to Defendants’ policies, Defendants were to pay Plaintiff
11 and aggrieved employees all wages during the pendency of any suspension of employment.
12 Despite the statutory requirements and Defendants’ own policy, Defendants failed to pay Plaintiff
13 and on information and belief, aggrieved employees minimum wages during mandatorily required
14 time off.

15 21. Plaintiff is informed and believes, and thereon alleges, Defendants maintain a
16 policy and/or practice that denied and continues to deny Plaintiff and all other aggrieved
17 employees the opportunity to take timely off-duty and uninterrupted ten minute long rest periods
18 every four hours worked, or major fraction thereof. Defendants also did not pay Plaintiff and
19 aggrieved employees a premium wage equivalent to an additional hour of pay at their regular rate
20 of pay for each workday that a compliant rest period was not provided.

21 22. Plaintiffs is informed and believes, and thereon alleges, that Defendants maintain a
22 policy or practice that fails to furnish Plaintiff and all other aggrieved employees with accurate
23 itemized wage statements due to Defendants failure to identify, among other things, the correct
24 amount of gross and net wages earned, and the correct amount of deductions

25 23. Plaintiff is informed and believes, and thereon alleges, that Defendants maintain a
26 policy or practice that willfully failed and continue to fail to timely pay Plaintiff and aggrieved
27 employees all wages owed upon separation of employment, and that by virtue of failing to pay all
28 wages and rest period premium wages owed, Plaintiff and aggrieved employees were not timely

1 paid all wages owed upon separation of their employment with Defendants.

2 **FIRST CAUSE OF ACTION**

3 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT**

4 **(California Labor Code §§ 2698, *et seq.*)**

5 24. Plaintiff incorporates by reference and realleges each and every one of the
6 allegations contained in the preceding and foregoing paragraphs of this complaint, as though fully
7 set forth herein.

8 25. Pursuant to Labor Code section 2698, *et seq.*, Plaintiff seeks to recover all
9 applicable civil penalties, reasonable attorneys' fees and costs, and all other available relief
10 permitted under the PAGA through a representative action on behalf of the State of California's
11 LWDA for all aggrieved employees, including herself, that work or worked for Defendants during
12 the relevant time period.

13 26. In accordance with *Arias v. Superior Court* (2009) 46 Cal.4th 969, a representative
14 action is not subject to the formalities required of a class action and class certification of PAGA
15 claims is not required.

16 27. Plaintiff is an "aggrieved employee" of Defendants within the meaning of Labor
17 Code section 2699(c) because he was employed by Defendants during the applicable statutory
18 period and suffered one or more of the Labor Code violations, as alleged herein.

19 28. Pursuant to Labor Code section 2699(i), seventy-five percent (75%) of civil
20 penalties recovered by aggrieved employees shall be distributed to the LWDA for enforcement of
21 labor laws and education of employers and employees about their rights and responsibilities under
22 the Labor Code, and twenty-five percent (25%) shall be distributed to the aggrieved employees.

23 29. Plaintiff's representative action alleges violations of certain Labor Code sections
24 that are listed within Labor Code section 2699.5. Accordingly, Labor Code section 2699.3(a)
25 applies to this action, and Labor Code section 2699.3(b)-(c) do not apply.

26 30. On October 27, 2020, Plaintiff complied with Labor Code section 2699.3(a) by
27 electronically filing written notice with the LWDA regarding the specific provisions of the Labor
28 Code alleged to have been violated by Defendants and Plaintiff intent to pursue civil penalties

1 against Defendants on behalf of herself and all other aggrieved employees pursuant to PAGA.
2 Attached hereto as **Exhibit A** is a true and correct copy of Plaintiff's notice letter. Plaintiff also
3 paid the filing fee to the LWDA.

4 31. Labor Code section 2699.3(a) provides in pertinent part that: "The agency shall
5 notify the employer and the aggrieved employee or representative by certified mail that it does not
6 intend to investigate the alleged violation within 60 calendar days of the postmark date of the
7 notice received... [u]pon receipt of that notice or if no notice is provided within 65 calendar days
8 of the postmark date of the notice given... the aggrieved employee may commence a civil action
9 pursuant to Section 2699." Sixty-five calendar days have passed since Plaintiff served notice upon
10 the LWDA, and the LWDA did not provide notice of its intent to investigate Plaintiff's claims.
11 Accordingly, Plaintiff exhausted her obligation to provide administrative notice and is authorized
12 to commence this representative action seeking civil penalties on behalf of all aggrieved
13 employees of Defendants.

14 32. Pursuant to Labor Code section 2699(a), any provision of the Labor Code that
15 provides for a civil penalty to be assessed and collected by the LWDA or any of its departments,
16 divisions, commissions, boards, agencies or employees for violation of the code may, as an
17 alternative, be recovered through a civil action brought by an aggrieved employee on behalf of
18 herself and other current or former employees pursuant to the procedures specified in Labor Code
19 section 2699.3.

20 33. Pursuant to Labor Code section 2699(f)(2), for all provisions of the Labor Code for
21 which a civil penalty is not specifically provided, there is established a civil penalty that imposes a
22 penalty of one hundred dollars (\$100) for each aggrieved employee per pay period for the initial
23 violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each
24 subsequent violation.

25 34. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff, on behalf of the State of
26 California's LWDA for all aggrieved employees of Defendants, including herself, seeks applicable
27 civil penalties for violations of Labor Codes 201, 202, 203, 204, 223, 226, 226.7, 558, 1194, 1197,
28 1198, and 1199 during the statutory period, as set forth below:

1 a. For violations of Labor Code sections 201, 202, 203, 226.7, 1194, 1197
2 1198, and 1199, Labor Code section 2699(f)(2) imposes a civil penalty of one hundred dollars
3 (\$100) for each aggrieved employee per pay period for each initial violation and two hundred
4 dollars (\$200) for each aggrieved employee per pay period for each subsequent violation;

5 b. For violations of Labor Code section 204, Labor Code section 210 imposes
6 a civil penalty of one hundred dollars (\$100) for each aggrieved employee for each initial violation
7 that was neither willful nor intentional, and two hundred dollars (\$200) for each aggrieved
8 employee, for each subsequent violation, regardless of whether the subsequent violation was
9 willful or intentional;

10 c. For violations of Labor Code section 203, Labor Code section 256 imposes
11 a civil penalty in an amount not exceeding 30 days pay as waiting time under the terms of Labor
12 Code section 203. Labor Code section 203(a), provides that if an employer willfully fails to pay,
13 without abatement or reduction, in accordance with Sections 201, 201.3, 201.5, 201.6, 201.8,
14 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the
15 employee shall continue as a penalty from the due date thereof at the same rate until paid or until
16 an action therefor is commenced; but the wages shall not continue for more than 30 days;

17 d. For violations of Labor Code section 226(a), Labor Code section 226.3
18 imposes a civil penalty, in addition to any other penalty provided by law, of two hundred fifty
19 dollars (\$250) per aggrieved employee for the first violation, and one thousand dollars (\$1,000)
20 per aggrieved employee for each subsequent violation.

21 35. Defendants violated Labor Code sections 223, 1194, 1197, 1198, and 1199 by not
22 paying by not paying Plaintiff and aggrieved employees for all hours worked by failing to properly
23 pay the proper minimum living wage rates established by the LWO, as alleged herein and for its
24 failure to pay for employer-mandated time off pursuant to the company policy. Thus, pursuant to
25 Labor Code section 2699(f)(2), Defendants are subject to a civil penalty of one hundred dollars
26 (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred
27 dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.

28 36. Defendants violated Labor Code section 226.7 by denying Plaintiff and aggrieved

1 employees of Defendants a ten minute off-duty rest period for every four hours worked, or major
2 fraction thereof, and by failing to provide a premium wage equivalent to an additional hour of pay
3 at the regular rate of pay for each workday that a compliant rest period was not provided. Thus,
4 pursuant to Labor Code section 2699(f)(2), Defendants are subject to a civil penalty of one
5 hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and
6 two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent
7 violation.

8 37. Defendants violated Labor Code section 204 by failing to pay Plaintiff and
9 aggrieved employees of Defendants all minimum wages during a pay period, including payment
10 of the proper minimum living wage rates established by the LWO, and rest period premium wages
11 equivalent to an additional hour of pay at their regular rate of pay for each day a compliant rest
12 period was not provide during a pay period. In accordance with Labor Code sections 210(a) and
13 2699(a), Defendants, in addition to, and entirely independent and apart from any other penalty, are
14 subject to a civil penalty for failing to pay all wages earned by Plaintiff and aggrieved employees
15 of Defendants for each pay period as provided in Labor section 204, in the amount of one hundred
16 dollars (\$100) for the initial violation per aggrieved employee and two hundred dollars (\$200) for
17 each subsequent violation, or any willful or intentional violation, per aggrieved employee.

18 38. Defendants violated Labor Code section 226(a) by failing to provide Plaintiff and
19 aggrieved employees of Defendants with accurate itemized wage statements correctly identifying,
20 among other things the correct amount of gross wages earned, the correct amount of net wages
21 earned, and the correct amount of deductions that were paid or should have been paid. Thus,
22 pursuant to Labor Code sections 226.3 and 2699(a), Defendants, in addition to, and entirely
23 independent and apart from any other penalty, are subject to a civil penalty for violation Labor
24 Code section 226(a) in the amount of two hundred and fifty dollars (\$250) per aggrieved employee
25 per violation in an initial citation and one thousand dollars (\$1,000) per aggrieved employee for
26 each violation in a subsequent citation.

27 39. At all material times, Defendants were Plaintiff and aggrieved employees'
28 employers, or persons acting on their behalf, within the meaning of Labor Code section 558, who

1 violated or caused to be violated, a section of Part 2, Chapter 1 of the Labor Code or any provision
2 regulating hours and days of work in the applicable IWC Wage Order and, as such, are subject to
3 civil penalties for each underpaid employee as set forth in Labor Code section 558. The civil
4 penalties provided for under Labor Code section 558 are in addition to any other civil penalty
5 provided by law.

6 40. Defendants violated Labor Code sections 201, 202, 203, and 256 by willfully
7 failing to provide Plaintiff and all other aggrieved employees of Defendants all wages owed upon
8 separation of employment by failing to pay all minimum wages, and rest period premium wages
9 owed. Thus, pursuant to Labor Code section 2699(f)(2), Defendants are subject to a civil penalty
10 of one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation
11 of these sections, and two hundred dollars (\$200) for each aggrieved employee per pay period for
12 each subsequent violation.

13 41. Pursuant to Labor Code sections 558 and 2699(a), Defendants are subject to a civil
14 penalty of fifty dollars (\$50) for each initial violation and one hundred dollars (\$100) for each
15 subsequent violation of Labor Code sections 510 and 1194 for each pay period for which Plaintiff
16 and all other aggrieved employees of Defendants were not paid all wages owed as a result of
17 Defendants' failure to pay wages owed, as alleged herein.

18 42. Pursuant to Labor Code sections 558 and 2699(a), Defendants are subject to a civil
19 penalty of fifty dollars (\$50) for each initial violation and one hundred dollars (\$100) for each
20 subsequent violation of Labor Code section 226.7 for each pay period for which Plaintiff and all
21 other aggrieved employees of Defendants were not provided with a compliant timely off-duty and
22 uninterrupted ten minute long rest periods for every four hours worked, or major fraction thereof,
23 as alleged herein.

24 43. Defendants violated Labor Code section 1198 by failing to comply with the
25 maximum hours of work and the standards conditions of labor fixed by the IWC under the "Hours
26 and Days of Work", the "Rest Period" and "Record" sections of the applicable IWC Wage Order,
27 by failing to provide compliant rest periods, failing to pay rest period premium wages, failing to
28 keep and provide accurate records, and failing to timely pay owed wages upon separation of

1 employment, as alleged herein. Thus pursuant to Labor Code section 2699(f)(2), Defendants are
2 subject to a civil penalty in the amount of one hundred dollars (\$100) for each aggrieved employee
3 per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved
4 employee per pay period for each subsequent violation.

5 **PRAYER FOR RELIEF**

6 WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

- 7 1. For all civil penalties authorized by Labor Code section 2698, *et seq.*;
- 8 2. For civil penalties under Labor Code section 226.3 in the amount two hundred fifty
9 dollars (\$250) per aggrieved employee for the first violation, and one thousand dollars (\$1,000)
10 per aggrieved employee for each subsequent violation;
- 11 3. For civil penalties under Labor Code section 256 in an amount not exceeding 30
12 days pay as waiting time under the terms of Labor Code section 203;
- 13 4. For civil penalties under Labor Code section 210 in the amount of one hundred
14 dollars (\$100) for each aggrieved employee for each initial violation that was neither willful nor
15 intentional, and two hundred dollars (\$200) for each aggrieved employee, for each subsequent
16 violation, regardless of whether the subsequent violation was willful or intentional;
- 17 5. For civil penalties under Labor Code section 2699(f), for Labor Code violations
18 without a specific civil penalty, in the amount of one hundred dollars (\$100) for each aggrieved
19 employee per pay period for each initial violation and two hundred dollars (\$200) for each
20 aggrieved employee per pay period for each subsequent violation;
- 21 6. For civil penalties under Labor Code section 558, as follows: (1) for an initial
22 violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the
23 employee was underpaid; (2) for each subsequent violation, one hundred dollars (\$100) for each
24 underpaid employee for each pay period for which the employee was underpaid;
- 25 7. For an award of reasonable attorneys' fees and costs pursuant to Labor Code
26 section 2699(g)(1), or other applicable laws;
- 27 8. For pre-judgment and post-judgment interest as provided by law; and
- 28 9. For such additional relief as this Court may deem just and proper.

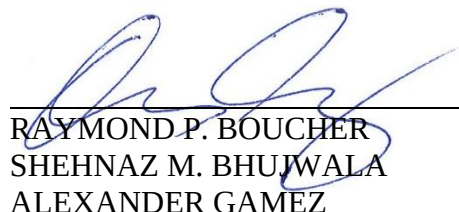
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DATED: January 13, 2021

Respectfully submitted,

BOUCHER LLP

By:



RAYMOND P. BOUCHER
SHEHNAZ M. BHUJWALA
ALEXANDER GAMEZ

LAW OFFICES OF SAHAG MAJARIAN II

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Agency on Behalf of All Aggrieved Employees of
Defendants*

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DATED: January 13, 2021

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EXHIBIT A

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Woodland Hills, California 91367

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October 27, 2020

ELECTRONICALLY FILED

Attn: PAGA Administrator
Labor and Workforce Development Agency
1515 Clay Street, Suite 801
Oakland, California 94612
PAGAFilings@dir.ca.gov

VIA CERTIFIED MAIL

G2 Secure Staff, L.L.C.
c/o Agent for Service of Process
Capitol Corporate Services, Inc.
Attn: Lo Saechao
455 Capitol Mall Complex, Ste 217
Sacramento, CA 95814

Re: *Myesha Brown v. G2 Secure Staff, L.L.C., et al.*
Notice Regarding Private Attorneys General Act of 2004 Claim

To Whom It May Concern:

Pursuant to section 2699.3 of the California Labor Code Private Attorneys General Act of 2004 (“PAGA” or “the Act”) (Lab. Code § 2698 *et seq.*), this letter shall serve as written notice of claims for civil penalties that will be pursued by Ms. Myesha Brown as proxy for the Labor and Workforce Development Agency on behalf of all non-exempt aggrieved employees employed by G2 Secure Staff, L.L.C. (“G2”) in California during the statutory period, against G2.

Headquartered in Irving, Texas, G2 employs over 6,000 aviation service professionals at 54 top traveled airports throughout the United States.¹ G2 provides professional aviation service solutions ranging from ground handling services such as cabin cleaning, to customer assistance services and security solutions.² G2 employed Ms. Brown as a Customer Service Passenger/Wheelchair Agent (CSA)/Greeter in California from approximately May 20, 2019 to

¹ See, <https://www.g2securestaff.com/>

² *Id.*

when she was terminated on or around February 14, 2020. Pursuant to California law, G2 was at all relevant times Ms. Brown's employer during the statutory period.

In his representative action, Ms. Brown will seek civil penalties pursuant to PAGA as a result of G2's failure to: (1) compensate for all hours worked (Lab. Code §§ 204, 223, 1194, 1197, 1198); (2) provide proper rest periods and/or premium pay for non-compliant rest periods (Lab. Code §§ 226.7, 558, 1198, 1199); (3) furnish complete and accurate itemized wage statements (Lab. Code § 226(a)); and (4) timely pay all wages due within the time permitted upon separation of employment (Lab. Code §§ 201-203).

FAILURE TO PAY HOURLY WAGES

(Labor Code §§ 204, 223, 1194, 1197, 1198, and 2699)

Labor Code section 204 states that "all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period."

Labor Code section 223 states, "Where any statute or contract requires an employer to maintain the designated wage scale, it shall be unlawful to secretly pay a lower wage while purporting to pay the wage designated by statute or by contract."

Labor Code section 1194(a) states, "Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit."

Labor Code section 1197 states, in pertinent part, "The minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than minimum wage so fixed is unlawful."

Labor Code section 1198 states, in pertinent part, "The employment of any employee... under conditions of labor prohibited by the [Wage Order] is unlawful."

In relevant part, Section 2 of the applicable Wage Order states that, "Hours worked means the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work."

In relevant part, Section 4 of the applicable Wage Order states that, "Every employer shall pay to each employee, on the established payday for the period involved, not less than the applicable minimum wage for all hours worked in the payroll period, whether the remuneration is measured by time, piece, commission or otherwise."

Upon information and belief, during Ms. Brown's employment, G2 failed to compensate her and aggrieved employees for all required minimum wages for hours worked. For instance, G2

employed Ms. Brown at the Los Angeles International Airport (“LAWA”). As a LAWA subcontractor, G2 was and is required to pay a minimum “living wage” pursuant to the Los Angeles Living Wage Ordinance (“LWO”), which is codified in Los Angeles City Administrative Code section 10.37 *et seq.* Further, pursuant to G2’s policies, G2 was to pay Ms. Brown her wages during the pendency of any suspension of employment. Despite the statutory requirements and G2’s own policy, G2 failed to pay Ms. Brown minimum wages during an investigation wherein she was suspended for approximately 4 weeks in or around November of 2019. Further, as discussed below, G2 failed to provide rest periods in accordance with California law failed to pay a premium wage at regular rates of pay on workdays when it failed to provide Ms. Brown and the aggrieved employees with an opportunity to take rest periods. Thus, G2 failed and fails to properly compensate Ms. Brown and other aggrieved employees for all hours worked in accordance with the Labor Code.

Accordingly, Ms. Brown, on behalf of herself and other aggrieved employees, will pursue civil penalties and all available remedies to the extent allowed by law for the alleged violations.

FAILURE TO PROVIDE REST PERIODS

(Labor Code §§ 226.7, 1198, 2699, and the “Rest Periods” Section of the Applicable Wage Order)

Labor Code section 1198 states, in pertinent part, “The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.”

Labor Code section 226.7(b) states, in pertinent part, “An employer shall not require an employee to work during meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission.”

Pursuant to *Augustus v. ABM Security Services, Inc.*, (2017) 2 Cal.5th 257, 260, “[d]uring required rest periods, employers must relieve their employees of all duties and relinquish any control over how employees spend their break time.”

Labor Code section 226.7(c), provides that if an employer fails to provide an employee a rest period in accordance with statute or an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each work day that the meal period is not provided.

Section 12 of the applicable Wage Order provides that:

(A) Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle each work period. The authorized rest

period shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof.

(B) If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensations for each workday that the rest period is not provided.

Upon information and belief, G2's policies and practices failed and fail to provide Ms. Brown and aggrieved employees with off-duty net rest periods of at least ten minutes for each four hour work period, or major fraction thereof, and failed and fail to pay them a premium wage at their regular rates of pay on workdays G2 failed to provide them with an opportunity to take rest periods. For example, it was common for Ms. Brown to miss her take untimely rest breaks. Also, during Ms. Brown's rest periods, supervisors would often ask her to perform work related tasks and would even question her in the break room by asking "how long have you been sitting here?" Other times, when she came back from a break, a supervisor would ask, "where have you been?"

Accordingly, Ms. Brown, on behalf of herself and aggrieved employees, will pursue civil penalties and all available remedies to the extent allowed by law for the alleged violations.

FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

(Labor Code §§ 226, 226.3, and 2699)

Labor Code section 226(a) requires an employer to provide an employee with an accurate itemized wage statement that shows: (1) gross wages earned; (2) total hours worked by the employee; (3) the number of piece-rate units earned and any applicable piece-rate if the employee is paid on a piece-rate basis; (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item; (5) net wages earned; (6) the inclusive dates of the period for which the employee is pay; (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number; (8) the name and address of the legal entity that is the employer; and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each rate by the employee.

For violations of Labor Code section 226(a), Labor Code section 226.3 imposes a civil penalty on any employer that violates section 226(a) in the amount of \$250.00 per employee per violation in an initial citation and \$1,000.00 per employee for each subsequent violation. The civil penalties provided for in Labor Code section 226.3 are in addition to any other penalty provided by law.

As a result of alleged violations discussed above, G2 furnished wage statements that failed to correctly show, among other items: (1) gross wages earned, (2) all deductions, and (3) net wages

earned. Accordingly, Ms. Brown on behalf of herself and other aggrieved employees, will seek to recover available civil penalties for violations of Labor Code 226(a).

FAILURE TO TIMELY PAY WAGES UPON SEPARATION OF EMPLOYMENT

(Labor Code §§ 201, 202, 203, 256, and 2699)

Labor Code section 201 states, in pertinent part, “If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.”

Labor Code section 202 states, in pertinent part, “If an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.”

Labor Code section 203 provides that an employee’s wages shall continue as a penalty from when they first become due at the same rate until paid for up to 30 days when an employer willfully fails to timely pay all earned and unpaid wages in accordance with Labor Code section 201 or 202.

Labor Code section 256, in pertinent part, provides that a civil penalty shall be imposed in an amount not exceeding 30 days pay as waiting time under the terms of Section 203.

G2 willfully failed and fails to provide Ms. Brown, and, upon information and belief, aggrieved employees all wages due and owed upon separation of employment. By furnishing Ms. Brown and aggrieved employees with a final check that failed to include all earned and owed wages including rest period premiums – as described above, G2 violated Labor Code sections 201 or 202.

Accordingly, Ms. Brown, on behalf of herself and aggrieved employees, will pursue civil penalties and all available remedies to the extent allowed by law for the alleged violations.

CIVIL PENALTIES FOR VIOLATION OF THE LABOR CODE AND IWC

WAGE ORDERS

(Labor Code § 558)

Labor Code section 558 subjects any employer or other person acting on behalf of an employer who violates Part 2, Chapter 1, of the Labor Code (Labor Code §§ 500-558), or any provision regulating the hours and days in any IWC Wage Order, to a civil penalty in the amount of \$50 for any initial violation for each pay period in which an employee is underpaid, and \$100 for each subsequent violation.

As set forth above, G2 failed to provide Ms. Brown and aggrieved employees compliant rest periods and failed to pay premium wages owed as a result of its policies and practices that

prevented Ms. Brown and aggrieved employees from taking compliant rest periods. Accordingly, Ms. Brown, on behalf of aggrieved employees, will seek to recover civil penalties under Labor Code section 558.

CONCLUSION

The allegations set forth herein are supported by, among other things, records and documents from Ms. Brown's employment with G2, including time records and wage statements, and Ms. Brown's confirmation of G2's unlawful practices and policies. As a result of the foregoing violations, Ms. Brown is entitled to file a Complaint and invoke the protections of PAGA. Ms. Brown has placed G2 on notice by mailing a certified copy of this notice to its corporate headquarters and/or authorized agents.

Very truly yours,

BOUCHER LLP

By: _____

Alexander Gamez, Esq.