

MESSRELIAN LAW INC.

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

SALVADOR MACIAS,

Plaintiff,

vs.

EAGLE SECURITY SERVICES, INC.,
LINA KAMEL; MOHSEN KAMEL; and
DOES 1 to 25, inclusive,

Defendants.

CASE NO.: **21STCV09233****COMPLAINT FOR DAMAGES FOR:****1) PRIVATE ATTORNEYS GENERAL
ACT ("PAGA");**

COMES NOW Plaintiff, SALVADOR MACIAS (hereinafter “Plaintiff”), and alleges as follows:

PARTIES, JURISDICTION, VENUE

1. Jurisdiction and Venue are proper in this Court and this action is properly filed in the County of Los Angeles in this judicial district because Defendants EAGLE SECURITY SERVICES, INC., LINA KAMEL; and MOHSEN KAMEL, do business in the County of Los Angeles and because Defendants’ obligations and liabilities arise therein, and because the work that was performed by Plaintiff in the County of Los Angeles is the subject of this action. Moreover, Plaintiff’s damages sought herein exceed \$25,000.

2. Plaintiff is a male resident of the County of Los Angeles, State of California.

3. Plaintiff is informed and believes that at all times herein mentioned, Defendant EAGLE SECURITY SERVICES, INC. is and was a California corporation, doing business in Los Angeles County, California, and which employed Plaintiff as a security guard.

4. Plaintiff is informed and believes that at all times herein mentioned, Defendant LINA KAMEL is a female resident of the County of Los Angeles, State of California and the owner, managing agent of EAGLE SECURITY SERVICES, INC. LINA KAMEL is being included in this lawsuit pursuant to Labor Code Section 558.1 as she controlled the hours, wages, and working conditions of Plaintiff and other hourly, non-exempt employees.

5. Plaintiff is informed and believes that at all times herein mentioned, Defendant MOHSEN KAMEL is a male resident of the County of Los Angeles, State of California and the owner, managing agent of EAGLE SECURITY SERVICES, INC. MOHSEN KAMEL is being included in this lawsuit pursuant to Labor Code Section 558.1 as he controlled the hours, wages, and working conditions of Plaintiff and other hourly, non-exempt employees. EAGLE SECURITY SERVICES, INC.; LINA KAMEL; and MOHSEN KAMEL are collectively referred to as “EAGLE” or “EAGLE SECURITY” or “Defendant(s)”.

1 6. Plaintiff is ignorant of the true names and capacities, whether individual, corporate, or
2 associate of those defendants fictitiously sued as DOES 1 to 25, inclusive, and so Plaintiff sues
3 them by these fictitious names. Plaintiff is informed and believes that each of the DOE
4 defendants, numbers 1 to 25, reside in the State of California and are in some manner
5 responsible for the conduct alleged herein. Upon discovering the true names and capacities of
6 these fictitiously named defendants, Plaintiff will amend this complaint to show the true names
7 and capacities of these fictitiously named defendants.
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9 7. Unless otherwise alleged in this complaint, Plaintiff is informed, and on the basis of
10 that information and belief, alleges that at all times herein mentioned, each of the remaining
11 codefendants, in doing the things hereinafter alleged, were acting within the course, scope, and
12 under the authority of their agency, employment, or representative capacity, with the consent
13 of his/her codefendants.
14

15 **GENERAL ALLEGATIONS**

16 8. Plaintiff initially started working for EAGLE SECURITY on or around December 2019
17 as a security guard. Plaintiff's employment ended on or around August 18, 2020. Plaintiff was
18 classified as an hourly, non-exempt employee and earned \$14/hour or \$15/hour. During his
19 employment tenure, Plaintiff either did work at the company's El Segundo Warehouse or he
20 worked at LAX Airport.

21 9. EAGLE SECURITY has committed numerous labor code violations
22 against Plaintiff and other similarly situated aggrieved employees.

23 10. EAGLE SECURITY did not provide Plaintiff and other aggrieved employees with the
24 minimum wages to which they were entitled for work performed "off the clock", pursuant to
25 California Labor Code sections 1194, 1197 and 1197.1. This was so because Plaintiff and
26 others would routinely report to work 15-minutes early and before their scheduled shift time
27 per their supervisor who advised to come early. Despite this, Plaintiff and others would not be
28 paid for the earlier arrival time. Moreover, Plaintiff and others given manual timesheets to fill

1 out while they worked at LAX and they were unequivocally informed to put their
2 SCHEDULED time on those time sheets as opposed to the time actually worked. This resulted
3 in Plaintiff and others not being paid for all hours worked and not being paid the minimum
4 wage for all hours worked. As an additional example, Plaintiff and other guards had to wait for
5 their replacement before they can be relieved of their shift and go home. Replacements were
6 often late to their scheduled shifts. Consequently, Plaintiff and others would wait as long as 45-
7 minute for the replacements to show up and would NOT be paid for this time (especially not
8 the overtime as alluded to below) since they were strictly instructed to record their
9 SCHEDULED shift hours and not the actual hours worked. In addition, there were occasions
10 wherein Plaintiff and others would end a shift and then would have to report back for a shift
11 later in the same day. Despite the latter requirement, SPLIT SHIFT PREMIUMS were not paid
12 as required under California law. As such, EAGLE SECURITY violated Labor Code § 1194
13 and 1194.2 because it failed to pay Plaintiff and other similarly situated aggrieved employees
14 California's statutory minimum wage and wages for all hours worked.

15 11. EAGLE SECURITY also violated Labor Code §510 because it failed to pay Plaintiff and
16 other similarly situated aggrieved employees overtime, even though they worked more than 8
17 hours per day, 12 hours per day, and/or 40 hours per week throughout their employment.
18 Plaintiff and other similarly situated aggrieved employees worked more than 8 hours per day, 12
19 hours per day and/or 40 hours per week, however, they were not compensated for their overtime
20 hours as discussed above due to the company policy of only being paid for all scheduled hours
21 worked and not all actual hours worked. Due to the company policy as described above, Plaintiff
22 and others literally never got paid overtime compensation.

23 12. EAGLE SECURITY violated Labor Code §§ 512 and 226.7 because it failed to provide
24 Plaintiff and other similarly situated aggrieved employees the requisite 30-minute,
25 uninterrupted meal periods for every five (5) hours of work throughout their employment, and
26 Plaintiff did not validly waive said meal periods. EAGLE SECURITY did not completely
27 relieve Plaintiff s of all duties during said meal periods. EAGLE SECURITY did not pay to
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1 Plaintiff one additional hour of pay at Plaintiff's regular rate of compensation for each
2 workday that one or more statutory meal periods was not provided. The reason Plaintiff and
3 others were not able to take uninterrupted thirty-minute meal breaks was because the company
4 was extremely understaffed, especially at LAX, and Plaintiff and others were absolutely not
5 allowed to leave their posts under any circumstances. Plaintiff and others often did not receive
6 a meal break and even if they did, it would certainly be after the 5th hour worked. It is also
7 important to note that Plaintiff and others never recorded any meal breaks on their LAX
8 timesheets for the simple reason that they did not receive any statutory meal breaks.
9 Furthermore, any argument by EAGLE SECURITY that the employees signed an "On Duty
10 Meal Period Agreement" would not hold water since the nature of their job did not prevent
11 them from being relieved of all work duties and the company could have hired "floaters" to
12 relieve the different security guards for their statutory meal and rest breaks. Statutory, timely,
13 uninterrupted meal periods was simply not part of the company culture.

14 13. Similarly, EAGLE SECURITY violated Labor Code § 226.7 because it failed to provide
15 Plaintiff and other similarly situated aggrieved employees 10-minute rest periods for every four
16 hours of work, or majority portion thereof, throughout their employment. EAGLE SECURITY
17 did not completely relieve Plaintiff of all duty during said rest periods. EAGLE SECURITY did
18 not pay to Plaintiff one additional hour of pay at Plaintiff's regular rate of compensation for each
19 workday that one or more statutory rest periods was not provided. Plaintiff and others did not
20 receive statutory rest breaks for the same reasons as cited above for the meal breaks. The
21 company schedule was not set up so that different security guards can relieve each other (or with
22 the use of "floaters") and so Plaintiff and others never received statutory, 10-minute rest breaks
23 wherein they were actually relieved of all duty. Statutory, timely, uninterrupted rest periods was
24 simply not part of the company culture.

25 14. Furthermore, during the relevant time period and based on the above, EAGLE
26 SECURITY failed to pay Plaintiff and other similarly situated aggrieved employees all wages
27 due to them within any time period specified by California Labor Code section 204.

28 15. EAGLE SECURITY was also in violation of California Labor Code section 226(a) by

1 failing to include pertinent information on the wage statements, including but not limited to, all
2 hours worked, overtime hours worked, gross wages earned, premium pay for missed meal and
3 rest breaks, all deductions, net wages earned, the correct start and end of the pay period, the
4 correct legal name and address of the employer, and reimbursement for business expenses,
5 among others. As such, EAGLE SECURITY did not provide Plaintiff and other similarly
6 situated aggrieved employees with complete, accurate itemized wage statements.

7 16. EAGLE SECURITY violated Labor Code § 203 because it willfully failed to pay
8 Plaintiff and other similarly situated aggrieved employees their earned and due wages upon
9 separation of employment, either immediately upon involuntary termination, or within 72 hours
10 of resignation. After Plaintiff's employment ended with EAGLE SECURITY,
11 management/ownership failed to pay Plaintiff for all earned wages. These earned but unpaid
12 wages include the unpaid minimum wages, overtime, premium pay for missed meal and rest
13 breaks, and business expense reimbursement, among others.

14 17. During the relevant time period, EAGLE SECURITY also failed to keep accurate and
15 complete payroll records showing the hours worked by Plaintiff and other similarly situated
16 aggrieved employees as well as the correct wages paid to Plaintiff and other aggrieved employees
17 pursuant to California Labor Code sections 1174(d).

18 18. During the relevant time period, Plaintiff and other aggrieved employees incurred
19 necessary, business-related expenses and costs that were not reimbursed by EAGLE
20 SECURITY. These costs include, but are not limited to, the use their personal cell phones for
21 work purposes (if planes were delayed, supervisors would call and/or text Plaintiff and others on
22 their personal cell phones) as well as tools/equipment that were purchased by Plaintiff for use at
23 the workplace, including a flashlight and steel-toe boots (which were required by the company).
24 Moreover, the company unlawfully deducted money from Plaintiff's and others' paychecks for
25 uniforms and their LAX badge in violation of Labor Code Section 221. Accordingly, EAGLE
26 SECURITY was in violation of California Labor Code sections 2800 and 2802.

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period.

25. Based on the acts alleged above, Plaintiff, on behalf of himself and others, seeks penalties under California Labor Code sections 2698 and 2699 because of Defendants' violations of numerous provisions of the California Labor Code as alleged in this Complaint.

26. Plaintiff therefore has exhausted all administrative remedies required of him under California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this cause of action and pursue penalties in a representative action for Defendants' violations of the Labor Code.

27. California Labor Code section 2699 et seq. imposes penalties upon culpable Defendants for violating the Labor Code.

28. California Labor Code section 558 establishes a civil penalty as follows: Any employer or other person action on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission (including the "Hours and Days of Work" section of the Wage Order) shall be subject to a civil penalty of (1) for any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid ...; (2) for each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid ...;

29. Plaintiff seeks penalties for Defendants' misconduct as alleged herein as permitted by law, but only those penalties that are required to be shared with the LWDA as Plaintiff is not seeking individual/victim specific relief or underpaid wages under this particular cause of action.

30. Specifically, Plaintiff seeks penalties under California Labor Code section 2699, for the following:

Violations of California Labor Code sections 201, 202, 203, 204 and/or 204b, 210, 221, 226, 226.3, 226.7, 226.8, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1198, and 2802, via 2698 and 2699 any other Labor Codes and Wage Orders (including no. 4) violated on the facts alleged in this Complaint.

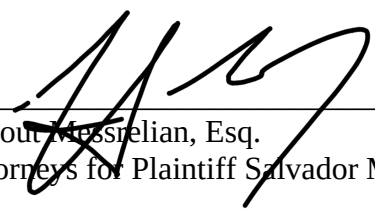
1 31. Pursuant to Labor Code section 2698 et seq., Plaintiff seeks to recover attorney's fees,
2 costs, and civil penalties on behalf of Plaintiff and other current and former aggrieved
3 employees as alleged herein in an amount to be shown according to proof at trial and within the
4 jurisdictional limits of this Court.

5 WHEREFORE, Plaintiff prays for Judgment against Defendants and each of them, as
6 follows:

- 7 1. For the imposition of civil penalties;
- 8 2. For maximum civil penalties available under Labor Code Section 2699
9 against Defendants in a manner and amount authorized by that statute, as described
10 more particularly in the Complaint and representative PAGA claims.
- 11 3. For all costs and disbursements incurred in this suit;
- 12 4. Reasonable attorney's fees where available by law, including but not limited to,
13 pursuant to Labor Code section 2698 et seq., Code of Civil Procedure section 1021.5,
14 and/or other applicable laws; and
15 5. For such other and further relief as this Court may deem proper.

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18 DATED: March 8, 2021

MESSRELIAN LAW INC.

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20 By 
21 Harout Messrelian, Esq.
22 Attorneys for Plaintiff Salvador Macias
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