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on behalf of himself and all other similarly situated employees

**SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

JAMES ZERVOS, individually and on
behalf of all others similarly situated,

Plaintiff,

vs.

CALIFORNIA SECURITY SERVICES,
INC; Does 1 through 20, inclusive,

Defendants.

Case No. **34 2021 00299445**

**PAGA REPRESENTATIVE ACTION
and CLASS ACTION**

**COMPLAINT FOR DAMAGES AND
CIVIL PENALTIES:**

1. Violation of California Unfair Competition Law (Business & Professions Code § 17200 *et seq.*
2. Failure to Provide Accurate Wage Statements;
3. Failure to Pay Minimum Wage for All Hours Worked;
4. Failure to Provide Meal and Rest Periods;
5. Waiting Time Penalties;
6. Failure to Pay Overtime Wages;
7. Failure to Reimburse Business Expenses;
8. Wage Theft Through Unlawful Deductions;
9. Civil Penalties Pursuant to Private Attorney General Act, Labor Code § 2698 *et seq.*;
10. Failure to Provide Employment Records in Violation of Lab. Code §1198.5(c);
11. Defamation

JURY TRIAL DEMANDED

1 Plaintiff JAMES ZERVOS ("Plaintiff"), on behalf himself and all other similarly situated
2 employees, hereby files this Complaint against Defendant CALIFORNIA SECURITY SERVICES,
3 INC., and Does 1 through 20 (collectively referred to as "Defendants"). Plaintiff alleges the
4 following:

5 **INTRODUCTION**

6 1. This is a class and representative action brought by Plaintiff seeking damages for
7 Defendants' failure to provide timely, uninterrupted meal and rest periods, failure to pay overtime
8 and minimum wages, failure to provide accurate itemized wage statements, failure to reimburse for
9 business expenses, wage theft through unlawful and unauthorized wage deductions, failure to
10 provide personnel records upon request, and derivative civil and statutory penalties. Plaintiff seeks
11 these damages and penalties, plus interest and attorney's fees, on behalf of himself and all similarly
12 situated employees.

13 **JURISDICTION AND VENUE**

14 2. The Sacramento County Superior Court has jurisdiction in this matter due to alleged
15 violations of California Labor Code §§ 226, 226.3, 213, 2698 *et seq.*, Business and Professions Code
16 § 17200 *et seq.*

17 3. Venue is proper pursuant to Civil Procedure Code §§ 395(a) and 395.5, in that some
18 of the wrongful acts and violations of law asserted herein occurred within Sacramento County.

19 **PARTIES**

20 4. Plaintiff JAMES ZERVOS is over the age of eighteen (18) and is a resident of the
21 State of California and a former employee of Defendant.

22 5. Plaintiff is informed and believes, and thereupon alleges, that Defendants
23 CALIFORNIA SECURITY SERVICES, INC., is now and/or at all times mentioned in this
24 Complaint was, a California Corporation doing business in the State of California providing
25 industrial security and investigation services. On information and belief, Defendants employs more
26 than 100 workers in California.

27 6. Plaintiff is further informed and believe, and thereon allege, that each of the
28 Defendants herein was, at all times relevant to this action, the agent, employee, or joint employer or

joint venturer of the remaining defendants and was acting within the course and scope of that relationship. Plaintiff is further informed and believe, and thereon allege, that each of the Defendants herein gave consent to, ratified and authorized the acts alleged herein to each of the remaining defendants. The true names and capacities of the defendants named herein Does 1 through 20, inclusive, whether individual, corporate, associate, or otherwise are unknown to Plaintiff, who therefore sues such defendants by fictitious names pursuant to California Code of Civil Procedure section 474. Plaintiff will amend this complaint to show such true names and capacities of Does 1 through 20, inclusive, when they have been determined.

7. On April 26, 2021, Plaintiff JAMES ZERVOS filed his Labor Code § 2699.3 Private Attorney General Act (“PAGA”) notice with the California Labor & Workforce Development Agency (“LWDA”). After the passage of 65 days, if the LWDA does not respond, Plaintiff will be fully deputized to represent the State of California for the purpose of collecting civil penalties for all Labor Code violations.

CLASS ALLEGATIONS

8. Plaintiff brings this action, on behalf of themselves and all others similarly situated, as a class action pursuant to California Code of Civil Procedure section 382. The Class that Plaintiff seek to represent are composed of and defined as follows:

(a) All non-exempt employees who were employed by Defendants in California at any time four (4) years prior to the filing of this Action up to the date that this matter is certified as a class action (“the class”).

9. This action has been brought and may be properly maintained as a class action, pursuant to the provision of California Code of Civil Procedure section 382, because there is a well-defined community of interest in the litigation and the proposed Class are easily ascertainable.

(a) **Numerosity**: The Plaintiff Class is so numerous that the individual joinder of all members is impracticable under the circumstances of this case. While the exact number of class members is unknown to Plaintiff at this time, Plaintiff are informed and believe that Defendants may have employed hundreds of individuals falling

1 within the above stated class definition throughout the State of California during the
2 applicable statute of limitations, who were subjected to the practices outlined in this
3 Complaint. As such, joinder of all members of the Plaintiff Class is not practicable.

4 (b) Common Questions Predominate: Common questions of law and fact exist as to all
5 members of the Plaintiff Class and predominate over questions that affect only
6 individual members of the class. These common questions of law and fact include,
7 without limitation, the following:

- 8 (1) Whether Defendants accurately stated all required information on
9 paystubs issued to members of the Plaintiff Class;
- 10 (2) Whether Defendants maintained the time and payroll records for their
11 employees as required under the California Labor Code;
- 12 (3) Whether Defendants provided meal and rest periods to their employees
13 as required under the California Labor Code;
- 14 (4) Whether Defendants maintained policies and practices that provided
15 meal and rest periods to their employees as required under the
16 California Labor Code;
- 17 (5) Whether Defendants paid overtime and minimum wages to their
18 employees as required under the California Labor Code;
- 19 (6) Whether Defendants reimbursed their employees for reasonable
20 business expenses;

21 (c) Typicality: Plaintiff's claims are typical of the claims of the members of the Plaintiff
22 Class. Plaintiff also sustained damages arising out of Defendants' common course of
23 conduct in violation of the law as complained of herein. Defendants failed to provide
24 meal and rest periods to their employees, failed to pay all overtime and minimum
25 wages owed, failed to reimburse employees for necessary expenditures, unlawfully
26 deducted from employees' wages, and issued Plaintiff and all members of the
27 putative class wage statements that did not comply with Labor Code section 226. As a
28 result, each putative class member will have the same basis for their legal claims.

1 (d) Adequacy: Plaintiff will fairly and adequately protect the interests of the members of
2 the putative Class. Plaintiff resides in California and is an adequate representative of
3 the putative class as he has no interests that are adverse to those of absent class
4 members. Additionally, Plaintiff has retained counsel who have substantial
5 experience in complex civil litigation and wage and hour matters.

6 (e) Superiority: A class action is superior to other available means for the fair and
7 efficient adjudication of the controversy since individual joinder of all members of
8 the Class is impracticable. Class action treatment will permit a larger number of
9 similarly situated persons to prosecute their common claims in a single forum
10 simultaneously, efficiently, and without the unnecessary duplication of effort and
11 expense that numerous individual actions would engender. Further, as damages
12 suffered by each individual member of the Class may be relatively small, the
13 expenses and burden of the individual litigation would make it difficult or impossible
14 for individual members of the class to redress the wrongs done to them, and an
15 important public interest will be served by addressing the matter as a class action. The
16 cost to the court system of adjudication of such individualized litigation would be
17 substantial. Individualized litigation would also present the potential for inconsistent
18 or contradictory judgments.

19 10. Plaintiff is unaware of any difficulties that are likely to be encountered in the
20 management of this action that would preclude its maintenance as a class action.

21 GENERAL ALLEGATIONS

22 11. Plaintiff incorporates by reference and re-alleges the above paragraphs as though
23 fully set forth herein.

24 12. Defendants provides industrial security and investigation services to clients
25 throughout California. Plaintiff was at all times classified by Defendants as a non-exempt
26 employee, and was entitled to overtime pay, minimum wages, meal and rest periods, and
27 reimbursement for business expenses. However, Defendants failed to provide meal and rest
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1 periods to Plaintiff and similarly situated employees, failed to pay all overtime and minimum
2 wages owed, and violated various other provisions of the California Labor Code.

3 13. Plaintiff brings this Class Action on behalf of himself and similarly situated
4 employees in order to fully compensate himself and Class Members for their losses incurred
5 during the class period caused by Defendants' uniform policies and practices which failed to
6 lawfully compensate these employees, and stole wages from those employees through use of
7 uniform fees and "hiring fees."

8 14. Defendants' uniform policies and practices alleged herein were unlawful, unfair
9 and deceptive business practices whereby Defendants retained and continue to retain wages due
10 Plaintiff and the other Class Members. Plaintiff and the other Class Members seek an injunction
11 enjoining such conduct by Defendants in the future, relief for the named Plaintiff and the other
12 Class Members who have been economically injured by Defendant's past and current unlawful
13 conduct, and all other appropriate legal and equitable relief.

14 15. Defendants routinely required Plaintiff and similarly situated employees to work
15 more than eight (8) hours per day, and/or forty (40) hours per week for which all overtime and
16 minimum wages were not paid. Defendants maintained an inconsistent, unpredictable and illegal
17 Alternative Workweek Schedule that did not comply with California law, and deprived Plaintiff
18 and Class Members of premium overtime wages. In addition, Plaintiffs were required to work
19 significant off-the-clock time for which they were not paid.

20 16. Defendants also did not allow Plaintiff and similarly situated employees to take
21 their statutorily required meal and rest periods. Defendants frequently interrupted the meal and
22 rest periods of Plaintiff and similarly situated employees, requiring them to resume work or
23 requiring them to discuss work-related concerns during their meal and rest periods. Frequently,
24 Plaintiff and similarly situated employees were unable to take meal or rest periods during their
25 work shifts.

26 17. Defendants policy and practices did not allow for Plaintiff and similarly situated
27 employees to take a meal period during their shift, and no second meal period was provided
28 when Plaintiff and similarly situated employees worked a shift of ten hours or more. As a result,

1 Defendants failed to provide Plaintiff and other similarly situated employees a 30-minute, duty-
2 free meal period before the end of the fifth hour of work as required under the law.

3 18. Defendants' management staff were aware this was occurring and did not ensure
4 meal and/ or rest periods were provided to Plaintiff and similarly situated employees in
5 compliance with California law.

6 19. Defendants also failed to provide rest periods to Plaintiff and similarly situated
7 employees for every 4 hours worked or major fraction thereof. Defendants failed to pay Plaintiff
8 and similarly situated employees a missed rest period premium when statutorily required rest
9 periods were not provided.

10 20. Defendants did not maintain a facially compliant policy regarding the provision of
11 meal and rest periods, and meal and rest periods were not provided in compliance with California
12 law.

13 21. Defendants failed and refused to reimburse Plaintiff and similarly situated
14 employees for cell phone usage for business purposes. Plaintiff and similarly situated employees
15 used their cell phones for business purposes on a regular basis and were not reimbursed by
16 Defendants for this business use. In addition, Defendants did not reimburse employees for
17 required uniforms and other business necessities, and in fact charged Plaintiff and similarly
18 situated employees for their required uniforms through illegal and unauthorized payroll
19 deductions.

20 22. Under California Labor Code Section 2802, employers are required to indemnify
21 employees for all expenses incurred in the course and scope of their employment. Cal. Lab. Code
22 § 2802 expressly states that "an employer shall indemnify his or her employee for all necessary
23 expenditures or losses incurred by the employee in direct consequence of the discharge of his or
24 her duties, or of his or her obedience to the directions of the employer, even though unlawful,
25 unless the employee, at the time of obeying the directions, believed them to be unlawful."

26 23. Plaintiff, and similarly situated employees were required by Defendants to
27 purchase uniforms, and to use their own personal cellular phones for work-related reasons and to
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1 complete work tasks, but were not reimbursed or indemnified by Defendants for the cost of the
2 uniform or for the use of their personal cellular phones for Defendants' benefit.

3 24. As a result of the practices listed above, Defendants did not provide Plaintiff and
4 similarly situated employees legally compliant wage statements noting, among other things, total
5 hours worked, gross wages earned, the applicable hourly rates in effect during the pay period and
6 the corresponding number of hours worked at each hourly rate.

7 25. Defendants also illegally and without authorization deducted from employees' pay
8 for the cost of required uniforms and for unspecified, "hiring fees."

9 26. Defendants did not provide any aggrieved employees all wages owed upon their
10 termination or within seventy-two (72) hours of their separation from employment.

11 27. Plaintiff properly requested his entire personnel file and associated time and pay
12 records from Defendants, yet Defendants failed and refused to provide Plaintiff's personnel file
13 within 30-days of the request, as required by Labor Code § 1198.5(b)(1).

14 28. Cal. Lab. Code § 226 provides that every employer shall furnish each of his or her
15 employees with an accurate itemized wage statement in writing showing, among other things,
16 gross wages earned and all applicable hourly rates in effect during the pay period and the
17 corresponding amount of time worked at each hourly rate. Aside from the violations listed above
18 in this paragraph, Defendants failed to issue to Plaintiff and similarly situated employees an
19 itemized wage statement that lists all the requirements under California Labor Code 226 et seq.

20 29. Defendants' uniform policies and practices to not provide Plaintiff and Class
21 Members meal and rest periods, not pay all minimum and overtime wages earned, not pay all
22 wages owed at termination or resignation, and not to provide compliant wage statements is
23 evidenced by Defendants' business records.

24 30. Defendants, as a matter of corporate policy, practice and procedure, intentionally,
25 knowingly and systematically failed to reimburse and indemnify Plaintiff and other Class
26 Members for required business expenses incurred in direct consequence of discharging their
27 duties on behalf of Defendants.

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FIRST CAUSE OF ACTION
UNFAIR COMPETITION

31. Plaintiff incorporates by reference and re-alleges the above paragraphs as though fully set forth herein.

32. Unfair competition shall mean and include any unlawful, unfair or fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising and any act prohibited by Chapter 1 (commencing with Section 17500) of Part 3 of Division 7 of the Business and Professions Code. *See* Cal. Bus. and Prof. Code §§ 17200 *et seq.*

33. Defendants committed numerous violations of the California Labor Code throughout the employment relationship.

34. Plaintiff is also informed and believes and thereon alleges that such actions and/or conduct constitute a violation of the California Unfair Competition Law ("UCL") (Business and Professions Code section 17200 *et seq.*) pursuant to *Cortez v. Purolator Air Filtration Products Co.*, 23 Cal. 4th 163 (2000).

35. As a direct and legal result of Defendants' conduct, as alleged herein, pursuant to the UCL (including B&P Code §17203), Plaintiff and similarly situated employees are entitled to restitution as a result of its unfair business practices, including, but not limited to, public injunctive relief, pursuant to B&P Code § 17203, and interest and penalties pursuant to B&P §§ 17203, 17208, violations of Labor Code §§ 1194, 226, and 226.7, all in an amount as yet unascertained but subject to proof at trial, for four (4) years from the filing of this Action.

SECOND CAUSE OF ACTION
FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS

36. Plaintiff incorporates by reference and re-alleges the above paragraphs as though fully set forth herein.

37. According to Labor Code section 226(a), an employer must provide an itemized statement to an employee, semi-monthly or at the time of each payment of wages, showing:

(1) gross wages earned, (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under

1 subdivision (a) of Section 515 or any applicable order of the
2 Industrial Welfare Commission, (3) the number of piece-rate units
3 earned and any applicable piece rate if the employee is paid on a
4 piece-rate basis, (4) all deductions, provided that all deductions
5 made on written orders of the employee may be aggregated and
6 shown as one item, (5) net wages earned, (6) the inclusive dates of
7 the period for which the employee is paid, (7) the name of the
8 employee and the last four digits of his or her social security number
9 or an employee identification number other than a social security
10 number, (8) the name and address of the legal entity that is the
11 employer and, if the employer is a farm labor contractor, as defined
12 in subdivision (b) of Section 1682, the name and address of the legal
13 entity that secured the services of the employer, and (9) all
14 applicable hourly rates in effect during the pay period and the
15 corresponding number of hours worked at each hourly rate by the
16 employee. The deductions made from payment of wages shall be
17 recorded in ink or other indelible form, properly dated, showing the
18 month, day, and year, and a copy of the statement and the record of
19 the deductions shall be kept on file by the employer for at least three
20 years at the place of employment or at a central location within the
21 State of California.

22 38. Defendants failed to provide an itemized statement or failed to provide an accurate
23 and complete itemized statement showing the requirements set forth in Labor Code section
24 226(a). Defendants failed to list on the wage statements provided to Plaintiff and similarly
25 situated employees wage statements listing all hour worked and the applicable rates of pay and
26 overtime rate. Plaintiff alleges that Defendants failed to provide accurate itemized wage
27 statements in accordance with Labor Code section 226(a) to all members of the Labor Code
28 Class.

39. Plaintiff alleges he and similarly situated employees suffered injury as a result of
Defendants' knowing and intentional failure to provide accurate and complete information as
required by any one or more of items (1) to (9), inclusive, of Labor Code section 226, subdivision
(a), and Plaintiff cannot promptly and easily determine (*i.e.* a reasonable person in each Plaintiff
position would not be able to readily ascertain the information without reference to other
documents or information) from the wage statement alone. Cal. Lab Code § 226(e)(2)(B)(iv).

1 40. As a proximate cause of Defendants' failure to provide accurate statements,
2 Plaintiff and Class Members were damaged and are entitled to statutory and civil penalties under
3 the Labor Code, and attorney's fees and costs, in an amount to be proven at trial.

4 **THIRD CAUSE OF ACTION**
5 **(Failure to Pay Minimum Wage for All Hours Worked)**

6 41. Plaintiff incorporates by reference and re-alleges the above paragraphs as though
7 fully set forth herein.

8 42. Defendants were required to compensate Plaintiff with at least the State's
9 minimum wage for all hours worked. *See* Cal. Labor Code § 1194; MW Order-2014; MW
10 Order-2017.

11 43. Defendants were aware of their obligation to pay the minimum wages but failed to
12 do so.

13 44. Defendants' conduct described herein violates California Labor Code section
14 1194, and Wage Orders. As a proximate result of Defendants' conduct, Plaintiff and the Plaintiff
15 Class have been damaged and deprived of minimum wages, in an amount to be established at
16 trial. Plaintiff and the Plaintiff Class now seek these wages, liquidated damages pursuant to
17 California Labor Code section 1194.2, attorney's fees and costs, and interest pursuant to
18 California Labor Code sections 1194.

19 **FOURTH CAUSE OF ACTION**
20 **(Failure to Provide Meal and Rest Periods)**

21 45. Plaintiff incorporates by reference and re-alleges the above paragraphs as though
22 fully set forth herein.

23 46. An employer must provide an employee meal period and/or rest periods in
24 accordance with the applicable Wage Order and Labor Code sections 226.7 and 512.

25 47. Labor Code section 510 and Wage Order 4-2001, section 11(A) require an
26 employer to provide a meal period of not less than thirty (30) minutes for each work period of
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1 more than five (5) hours. If an employee works longer than ten (10) hours in a workday, the
2 employer must provide a second meal period.

3 48. Labor Code section 510 and Wage Order 4-2001 section 12(A) require an
4 employer to provide a rest period of not less than ten (10) minutes for each work period of more
5 than four (4) hours or a major fraction thereof.

6 49. Plaintiff alleges that Defendants failed to provide Plaintiff and similarly situated
7 employees with meal breaks of at least thirty (30) minutes for several work periods that Plaintiff
8 and similarly situated employees worked more than five (5) hours in a day, or to take a second
9 meal break of at least thirty (30) minutes for several work periods that Plaintiff and similarly
10 situated employees worked more than ten (10) hours in a day.

11 50. Plaintiff further allege that Defendants failed to provide rest breaks of at least ten
12 (10) minutes for each work period that Plaintiff and similarly situated employees worked for four
13 (4) hours or major fraction thereof.

14 51. As a proximate cause of Defendants' failure to provide meal and rest periods,
15 Plaintiff and members of the Class are entitled to one (1) hour of pay at the regular rate of
16 compensation for each meal period or rest period not provided, as a wage, from three (3) years of
17 the filing of this action, in an amount to be established at trial. *See* Labor Code § 226.7 and
18 Wage Order 4-2001 §§ 11(B), 12(B).

19 **FIFTH CAUSE OF ACTION**
20 **(Waiting Time Penalties)**

21 52. Plaintiff incorporates by reference and re-alleges the above paragraphs as though
22 fully set forth herein.

23 53. An employer must pay an employee who is terminated all unpaid wages
24 immediately upon termination. California Labor Code § 201.

25 54. An employer who willfully fails to pay an employee wages in accordance with
26 California Labor Code sections 201 and/or 202 must pay the employee a waiting time penalty of
27 up to thirty (30) days. California Labor Code § 203.
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1 55. Plaintiff and similarly situated employees did not receive all wages at their
2 termination or separation from employment, including, but not limited to, unpaid overtime and
3 minimum wages, and unpaid meal and rest period penalties.

4 56. Defendants knew of their obligation to pay Plaintiff and Class Members and
5 Defendants' failure to pay all wages was in complete disregard of their obligations. Such
6 conduct shows Defendants' knowledge of their obligation to pay all wages owed upon
7 termination and willful refusal.

8 57. As a proximate result of the Defendants' conduct, Plaintiff and Class members
9 have been damaged and deprived of their wages and thereby seek their daily rate of pay
10 multiplied by thirty (30) days for Defendants' failure to pay all wages due.

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12 **SIXTH CAUSE OF ACTION**
13 **(Failure to Pay Overtime Wages)**

14 58. Plaintiff incorporates by reference and re-alleges the above paragraphs as though
15 fully set forth herein.

16 59. During the period Plaintiff and similarly situated employees were employed by
17 Defendants, Defendants were required to compensate them one and one-half (1½) times the
18 regular rate of pay for hours worked in excess of eight (8) hours per day and/or forty (40) hours
19 per week, and two (2) times the regular rate of pay for hours worked in excess of twelve (12)
20 hours per day. *See* California Labor Code §§ 510, 1194. Although Plaintiff and similarly
21 situated employees regularly worked in excess of eight (8) hours a day and/or forty (40) hours
22 per week, Defendants failed to pay all overtime wages owed to them.

23 60. Plaintiff and Class members were non-exempt employees under the
24 administrative, executive, or professional exemptions of the applicable Wage Order and
25 California Labor Code section 510.

26 61. Defendants employed an illegal and improper Alternative Workweek Schedule in
27 order to avoid overtime and other wage and hour requirements under the Labor Code.
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1 62. Defendants' conduct described herein violates California Labor Code sections 510
2 and 1194, and Wage Orders. As a proximate result of Defendants' conduct, Plaintiff and Class
3 members have been damaged and deprived of overtime wages, in an amount to be established at
4 trial. Plaintiff now seeks these wages, attorney's fees and costs, and interest pursuant to
5 California Labor Code sections 1194.

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7 **SEVENTH CAUSE OF ACTION**
8 **(Failure to Reimburse Business Expenses)**

9 63. Plaintiff incorporates by reference and re-alleges the above paragraphs as though
10 fully set forth herein.

11 64. Labor Code section 2802(a) states that "An employer shall indemnify his or her
12 employee for all necessary expenditures or losses incurred by the employee in direct
13 consequence of the discharge of his or her duties, or of his or her obedience to the directions of
14 the employer, even though unlawful, unless the employee, at the time of obeying the directions,
15 believed them to be unlawful."

16 65. Defendants knew that Plaintiff and members of the Class incurred expenses for
17 work purposes, including but not necessarily limited to purchasing of required uniforms and use
18 of personal cell phones. However, Defendants did not reimburse Plaintiff or members of the
19 Class for these expenses.

20 66. Defendants' conduct described herein violated California Labor Code section
21 2802. As a proximate result of Defendants' conduct, Plaintiff and members of the Class have
22 been damaged in an amount to be established at trial, and are entitled to recover these damages,
23 as well as interest and reasonable attorney's fees and costs, pursuant to statute.

24 **EIGHTH CAUSE OF ACTION**
25 **(Wage theft)**

26 67. Plaintiff incorporates by reference and re-alleges the above paragraphs as though
27 fully set forth herein.
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68. An employer can lawfully withhold amounts from an employee's wages only: (1) when required or empowered to do so by state or federal law, or (2) when a deduction is expressly authorized in writing by the employee to cover insurance premiums, benefit plan contributions, or other deductions not amounting to a rebate on the employee's wages, or (3) when authorized by a collective bargaining agreement. Labor Code §§ 221, 224.

69. If an employer requires an employee to wear a uniform the employer must pay the cost of the uniform. Labor Code §2802; IWC Orders, Section 9.

70. Here, Defendants had no lawful grounds to withhold or deduct from Plaintiff and other aggrieved employees' wages for uniforms or for unspecified and unauthorized, "hiring fees," but did so anyway. These deductions from Plaintiff's and other aggrieved employees' wages are illegal and constitute wage theft on the part of Defendants.

71. Defendants' conduct described herein violated California Labor Code section 2802. As a proximate result of Defendants' conduct, Plaintiff and members of the Class have been damaged in an amount to be established at trial, and are entitled to recover these damages, as well as interest and reasonable attorney's fees and costs, pursuant to statute.

NINTH CAUSE OF ACTION
CIVIL PENALTIES PURSUANT TO PAGA § 2698 ET SEQ.

72. Plaintiff incorporates by reference and re-alleges the above paragraphs as though fully set forth herein.

73. Plaintiff brings this cause of action as a proxy for the State of California and in this capacity, seek penalties on behalf of all Aggrieved Employees for Defendants' violations of the California Labor Code, including but not necessarily limited to, those Labor Code violations identified above.

74. On or about April 26, 2021, Plaintiff JAMES ZERVOS sent written notice to the LWDA regarding Defendants' violations of the California Labor Code, pursuant to Labor Code section 2698, *et seq.*, PAGA. After the passage of 65 days, if the LWDA does not respond, Plaintiff will be fully deputized to represent the State of California for the purpose of collecting civil penalties for all Labor Code violations.

1 75. Plaintiff is thus entitled to recover civil penalties on behalf of the State of
2 California and all Aggrieved Employees for all violations of the Labor Code from April 26,
3 2020, through trial on this matter.

4 **TENTH CAUSE OF ACTION**

5 **Failure to Provide Employment Records in Violation of Lab. Code §1198.5(c);**

6 76. Plaintiff incorporates by reference and re-alleges the above paragraphs as though
7 fully set forth herein.

8 77. Labor Code section 1198.5 provides that the employer shall make the contents of
9 an employee's personnel records available for inspection to the current or former employee, or
10 his representative, no later than 30 calendar days from the date the employer receives a written
11 request.

12 78. If an employer fails to permit the employee or his representative to inspect or copy
13 personnel records within the time specified, the former employee may recover a penalty of seven
14 hundred fifty dollars (\$750) from the employer.

15 79. Plaintiff's representative made a written request to Defendants to provide
16 Plaintiff's entire personnel file for inspection by Certified U.S. Mail on March 26, 2021. More
17 than 30 calendar days have passed and Defendants have failed and refused to provide Plaintiff
18 with his personnel file as requested.

19 80. Plaintiff has therefore been damaged in his ability to investigate and bring these
20 claims on behalf of himself and other aggrieved employees, and is entitled to recover these
21 damages, as well as interest and reasonable attorney's fees and costs, as well as a penalty of
22 seven hundred fifty dollars (\$750) pursuant to statute.

23 **ELEVENTH CAUSE OF ACTION**

24 **Defamation**

25 81. Plaintiff incorporates by reference and re-alleges the above paragraphs as though
26 fully set forth herein.

27 82. Plaintiff is informed and believes and thereon alleges that Defendant, through its
28 high-level managers and human resources representatives, harmed Plaintiff by making statements
to Plaintiff's prospective employer's background investigator that Plaintiff had pulled his weapon

1 and made racial comments and was insubordinate during his employment with Defendant. These
2 statements were false, and Defendant knew they were false, and intended them to harm Plaintiff.

3 83. These statements harmed and injured Plaintiff in his occupation and his ability to
4 find and maintain replacement employment, and exposed him to hatred, contempt, ridicule,
5 stigmatization, and shame.

6 84. At the time Defendant's high-level managers and human resources representatives
7 made these statements, they knew the statements were false, and that the statements would
8 foment hatred, contempt, ridicule, stigmatization, and shame, and would prevent Plaintiff from
9 finding replacement employment.

10 85. As a direct and foreseeable result of these false and defamatory statements,
11 Plaintiff has been harmed in his ability to find replacement employment, and his professional and
12 personal reputation, and lost income and benefits.

13 86. Therefore, Plaintiff is entitled to recover for these damages, including punitive
14 damages.

15 WHEREFORE, Plaintiff prays for relief as set forth below.

16 **DAMAGES**

17 WHEREFORE Plaintiff request relief as follows:

- 18 1. A jury trial;
- 19 2. For an order certifying the class;
- 20 3. For an order certifying Plaintiff's counsel as class counsel;
- 21 4. For an order appointing Plaintiff as class representative;
- 22 5. For penalties and liquidated damages under the California Labor Code according to
23 proof allowed by law;
- 24 6. For compensatory damages, including, but not limited to, unpaid wages, plus
25 interest, according to proof allowed by law;
- 26 7. For an award to Plaintiff of costs of suit incurred herein and reasonable attorney's
27 fees;
- 28 8. For punitive damages;

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9. For injunctive relief;
10. For an award of prejudgment and post-judgment interest; and
11. For an award to Plaintiff of such other and further relief as the Court deems just and proper.

Dated: April 27, 2021

Castle Law: California Employment Counsel, PC

By:



Timothy B. Del Castillo

Lisa L. Bradner

Attorneys for Plaintiff

JAMES ZERVOS AND THE CLASS

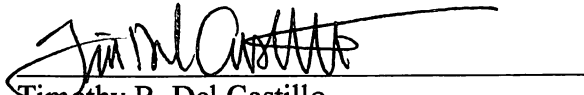
JURY TRIAL DEMAND

Plaintiff hereby demands a trial by jury.

Dated: April 27, 2021

Castle Law: California Employment Counsel, PC

By:



Timothy B. Del Castillo

Lisa L. Bradner

Attorneys for Plaintiff

JAMES ZERVOS AND THE CLASS