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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

ALMA VARGAS,

Plaintiff,

vs.

AIRTIGHT SECURITY GROUP, INC.;
JOHN STEPHEN LONG; and DOES 1
to 25, inclusive,
Defendants.

) CASE NO.: **22STCV02124**

) **COMPLAINT FOR DAMAGES FOR:**

-) **1) FAILURE TO COMPENSATE FOR**
) **ALL HOURS WORKED;**
) **2) FAILURE TO PAY MINIMUM**
) **WAGES;**
) **3) FAILURE TO PAY OVERTIME**
) **4) FAILURE TO PROVIDE**
) **ACCURATE ITEMIZED WAGE**
) **STATEMENTS;**
) **5) FAILURE TO PAY WAGES OWED**
) **EVERY PAY PERIOD;**
) **6) FAILURE TO PAY WAGES WHEN**
) **EMPLOYMENT ENDS;**
) **7) VIOLATION OF LABOR CODE**
) **SECTION 558;**
) **8) FAILURE TO MAINTAIN**
) **ACCURATE RECORDS;**
) **9) FAILURE TO GIVE REST BREAKS;**
) **10) FAILURE TO GIVE MEAL**
) **BREAKS;**
) **11) PRIVATE ATTORNEYS GENERAL**
) **ACT ("PAGA");**
) **12) FAILURE TO REIMBURSE FOR**
) **BUSINESS EXPENSES**
) **13) VIOLATION OF CALIFORNIA**
) **BUSINESS AND PROFESSIONS**
) **CODE SECTION 17200.**
) **DEMAND FOR JURY TRIAL**

COMES NOW Plaintiff, ALMA VARGAS (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 AIRTIGHT SECURITY GROUP, INC.; JOHN STEPHEN LONG and DOES 1 to 25, inclusive, do and did 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, and specifically at the "Pomona Fairplex", is the subject of this action. Moreover, Plaintiff's damages sought herein exceed \$25,000.

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

3. Plaintiff is informed and believes that at all times herein mentioned, Defendant AIRTIGHT SECURITY GROUP, INC. 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 JOHN STEPHEN LONG ("LONG") is a male resident of the County of Los Angeles, State of California and the owner, managing agent of AIRTIGHT SECURITY GROUP, INC. LONG is being included in this lawsuit pursuant to Labor Code Section 558.1 as he was involved in the day-to-day activities of AIRTIGHT SECURITY GROUP, INC. and controlled the hours, wages, and working conditions of Plaintiff and other hourly, non-exempt employees. AIRTIGHT SECURITY GROUP, INC. and LONG are collectively referred to as "ASG" or "Defendant(s)".

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5. Plaintiff is ignorant of the true names and capacities, whether individual, corporate, or associate of those defendants fictitiously sued as DOES 1 to 25, inclusive, and so Plaintiff sues them by these fictitious names. Plaintiff is informed and believes that each of the DOE defendants, numbers 1 to 25, reside in the State of California and are in some manner responsible for the conduct alleged herein. Upon discovering the true names and capacities of these fictitiously named defendants, Plaintiff will amend this complaint to show the true names and capacities of these fictitiously named defendants.

6. Unless otherwise alleged in this complaint, Plaintiff is informed, and on the basis of that information and belief, alleges that at all times herein mentioned, each of the remaining codefendants, in doing the things hereinafter alleged, were acting within the course, scope, and under the authority of their agency, employment, or representative capacity, with the consent of his/her codefendants.

GENERAL ALLEGATIONS

7. Plaintiff initially started working for ASG on or around April 2021 as a security guard. Plaintiff's employment with ASG ended on or around June 2021.

8. Plaintiff was classified as an hourly, non-exempt employee and earned \$20/hour.

9. During her employment tenure, Plaintiff worked at the Pomona Fairplex located at 1101 W. McKinley Ave., Pomona, CA 91768. Plaintiff and others are paid every other Friday.

10. ASG has committed numerous labor code violations against Plaintiff and other similarly situated hourly, non-exempt employees.

11. ASG did not provide Plaintiff and other aggrieved employees with the minimum wages to which they were entitled for work performed “off the clock”, pursuant to California Labor Code sections 1194, 1197 and 1197.1. This was so because management would routinely round down hours and the company had a policy of rounding down hours worked. For instance, if an employee finished working at 3:05pm or 3:10pm, management would round down to 3:00pm.

1 In fact, during Plaintiff's employment tenure, the timekeeping system was changed to manual
2 time sheets and the employees never get to see the timesheets as the supervisor signs them and
3 makes adjustments as noted above. In addition, Plaintiff and others would consistently be
4 working off the clock, including dropping off the radio, having to check in/out (including
5 covid-checks where the employee is subject to the control of the employer), etc. The latter time
6 was not compensated even though Plaintiff and the others were subject to and under the
7 control of the employer. Plaintiff and others also would be required to work through their meal
8 breaks. To the extent that ASG deducted that alleged meal period time from Plaintiff and
9 others' timesheets, it would be unlawful and a violation of the minimum wage laws. As such,
10 ASG violated Labor Code § 1194 and 1194.2 because it failed to pay Plaintiff and other
11 similarly situated aggrieved employees California's statutory minimum wage and wages for all
12 hours worked.

13 12. Based on the above "off the clock" allegations, ASG also violated Labor Code §510
14 because it failed to pay Plaintiff and other similarly situated aggrieved employees overtime, even
15 though they worked more than 8 hours per day, 12 hours per day, and/or 40 hours per week
16 throughout their employment. Plaintiff and other similarly situated aggrieved employees worked
17 more than 8 hours per day, 12 hours per day and/or 40 hours per week, however, they were not
18 compensated for their full and complete overtime hours due to the company not including "off
19 the clock" in the calculation of overtime hours worked.

20 13. ASG violated Labor Code §§ 512 and 226.7 and Industrial Welfare Commission Wage
21 Order no. 4-2001 because it failed to provide Plaintiff and other similarly situated aggrieved
22 employees the requisite 30-minute, uninterrupted meal periods for every five (5) hours of work
23 throughout their employment, and Plaintiff did not validly waive said meal periods. ASG did
24 not completely relieve Plaintiffs of all duties during said meal periods. ASG did not pay to
25 Plaintiff one additional hour of pay at Plaintiff's regular rate of compensation for each
26 workday that one or more statutory meal periods was not provided. Meal breaks were simply
27 not enforced and not provided. Furthermore, any argument by ASG that the employees signed
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1 an "On Duty Meal Period Agreement" would not hold water since the nature of their job did
2 not prevent them from being relieved of all work duties and the company could have hired
3 "floaters" to relieve the different security guards for their statutory meal and rest breaks.
4 Statutory, timely, uninterrupted meal periods was simply not part of the company culture.
5 Plaintiff did in fact complain about not getting statutory breaks, but nothing was changed
6 following her complaints. The security guards were expected to work straight through and
7 were not to receive uninterrupted statutory meal periods.

8 14. Similarly, ASG violated Labor Code § 226.7 and Industrial Welfare Commission Wage
9 Order no. 4-2001 because it failed to provide Plaintiff and other similarly situated aggrieved
10 employees 10-minute rest periods for every four hours of work, or majority portion thereof,
11 throughout their employment. ASG did not completely relieve Plaintiff of all duty during said
12 rest periods. ASG did not pay to Plaintiff one additional hour of pay at Plaintiff's regular rate
13 of compensation for each workday that one or more statutory rest periods was not provided.
14 Plaintiff and others did not receive statutory rest breaks for the same reasons as cited above for
15 the meal breaks. As such, Plaintiff and others never received statutory, 10-minute rest breaks
16 wherein they were actually relieved of all duty. Statutory, timely, uninterrupted rest periods was
17 simply not part of the company culture and were not enforced or allowed.

18 15. Furthermore, during the relevant time period and based on the above, ASG failed to pay
19 Plaintiff and other similarly situated aggrieved employees all wages due to them within any time
20 period specified by California Labor Code section 204. ASG was also in violation of California
21 Labor Code section 226(a) by failing to include pertinent information on the wage statements,
22 including but not limited to, all hours worked, overtime hours worked, gross wages earned,
23 premium pay for missed meal and rest breaks, all deductions, net wages earned, the correct start
24 and end of the pay period, the correct legal name and address of the employer, the correct
25 information of the employee, and reimbursement for business expenses, among others. As such,
26 ASG did not provide Plaintiff and other similarly situated aggrieved employees with complete,
27 accurate itemized wage statements.
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1 16. ASG violated Labor Code § 203 because it willfully failed to pay other similarly situated
2 aggrieved employees their earned and due wages upon separation of employment, either
3 immediately upon involuntary termination, or within 72 hours of resignation. These earned but
4 unpaid wages include the unpaid minimum wages, overtime, premium pay for missed meal and
5 rest breaks, and business expense reimbursement, among others.

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

10 18. During the relevant time period, Plaintiff and other aggrieved employees incurred
11 necessary, business-related expenses and costs that were not reimbursed by ASG. These costs
12 include, but are not limited to, the use their personal cell phones for work purposes as well as
13 tools/equipment for use at the workplace. Moreover, the company unlawfully deducted money
14 from Plaintiff and others' paychecks for uniforms in violation of Labor Code Section 221.
15 Accordingly, ASG was in violation of California Labor Code sections 2800 and 2802.
16 Moreover, ASG failed to provide sick pay pursuant to Labor Code section 246 and also failed to
17 provide Worker's Compensation coverage for Plaintiff and other aggrieved employees in
18 violation of Labor Code Section 3700.5.

19 **FIRST CAUSE OF ACTION**

20 **FAILURE TO COMPENSATE FOR ALL HOURS WORKED**

21 **(California Industrial Welfare Commission Order 4-2001, California Code of**
22 **Regulations Title 8 Section 11040, and California Labor Code Section 1198)**

23 **(Plaintiff against all named defendants and all DOE defendants)**

24 19. Plaintiff re-alleges and incorporates by reference each and every allegation in
25 paragraphs 1 through 18, inclusive, of this Complaint as though fully set forth herein.

26 20. At all times relevant herein, Defendants were required to compensate its employees for
27 all hours worked upon reporting for work at the appointed time stated by the employer
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1 pursuant to Industrial Welfare Commission Order 4-2001, California Code of Regulations,
2 Title 8, Section 11040.

3 21. For the three (3) years preceding filing of this action, Defendants failed to compensate
4 Plaintiff for all hours worked.

5 22. Under the aforementioned wage order and regulations, Plaintiff is to recover
6 compensation for all hours worked but not paid by Defendants for the three (3) years
7 preceding the filing of this Complaint.

8 23. As a proximate result of the aforementioned violations, Plaintiff has been damaged in
9 an amount according to proof at time of trial, but in an amount in excess of the jurisdiction of
10 this Court.

11 24. Defendants' conduct described herein violates Labor Code Section 512, 558, 1194, and
12 1198. Therefore, pursuant to Labor Code Sections 218.5, 512, 558, and 1194, Plaintiff is
13 entitled to recover damages for the nonpayment of wages for all hours worked, penalties, plus
14 reasonable attorney's fees and costs of suit.

15 25. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
16 along with any allowable interest, penalties, attorney's fees, and costs which will equal an
17 amount known to Plaintiff once he has obtained all of her payroll records from
18 Defendants.

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20 **SECOND CAUSE OF ACTION**

21 **FAILURE TO PAY MINIMUM WAGES**

22 **(California Labor Code Sections 1194, 1194.2, 1197; IWC Wage Order no. 4-2001)**

23 **(Plaintiff against all named defendants and all DOE defendants)**

24 26. Plaintiff re-alleges and incorporates by reference each and every allegation in
25 paragraphs 1 through 25, inclusive, of this Complaint as though fully set forth herein.

26 27. Pursuant to Labor Code Sections 1194, 1194.2 and 1197, it is unlawful for an employer
27 to suffer or permit a California employee to work without paying wages at the minimum wage
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1 rate for all hours worked as required by the applicable Industrial Welfare Commission
2 (hereinafter "IWC") Wage Order No. 4-2001, codified at California Code of Regulations, Title
3 8, Section 11050, subdivision 4.

4 28. Pursuant to IWC Wage Order no. 4-2001 subdivision 2(K), at all relevant times, "hours
5 worked" included "the time during which an employee is subject to the control of an employer,
6 and includes all the time the employee is suffered or permitted to work, whether or not required
7 to do so..."

8 29. Moreover, Pursuant to California Industrial Welfare Commission Order no. 4-2001,
9 Section 9(B), "When tools or equipment are required by the employer or are necessary to the
10 performance of a job, such tools and equipment shall be provided and maintained by the
11 employer, except that an employee whose wages are at least two (2) times the minimum wage
12 provided herein may be required to provide and maintain hand tools and equipment
13 customarily required by the trade or craft."

14 30. During her employment, Plaintiff was regularly required as a matter of uniform
15 policy and practice to provide and maintain hand tools and equipment customarily required by
16 the trade or craft and was paid less than two times the minimum wage rate by Defendants for
17 hours worked in violation of California Labor Code Section 1197 and the applicable California
18 Industrial Wage Commission wage order(s).

19 31. Plaintiff was, at all relevant times, under the control of Defendants and suffered or
20 permitted to work by Defendants. Defendants' acts or omissions in failing to adequately
21 compensate Plaintiff were not in good faith nor were there reasonable grounds for Defendants
22 to believe that their acts or omissions were not contrary to California law.

23 32. For all hours worked by Plaintiff for which he was paid less than twice the minimum
24 wage rate by Defendants, Plaintiff is entitled to not less than two times the applicable
25 California minimum wage rate and, pursuant to Labor Code Section 1194.2(a), liquidated
26 damages in an amount equal to unpaid minimum wages and interests thereon. Pursuant to
27 Labor Code Section 1194, Plaintiff is also entitled to attorney's fees, costs and interests
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1 according to proof.

2 33. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
3 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
4 trial.

5 **THIRD CAUSE OF ACTION**

6 **FAILURE TO PAY OVERTIME**

7 **(California Industrial Welfare Commission Order 4-2001, California Code of**
8 **Regulations Title 8 Section 11040, California Labor Code sections 510, 1194)**

9 **(Plaintiff against all named defendants and all DOE defendants)**

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11 34. Plaintiff re-alleges and incorporates by reference each and every allegation in
12 paragraphs 1 through 33, inclusive, of this Complaint as though fully set forth herein.

13 35. Pursuant to Industrial Welfare Commission Order No. 4-2001, California Code of
14 Regulations, Title 8, Section 11040, for the period of Plaintiff's employment, Defendants were
15 required to compensate Plaintiff for all overtime, which is calculated at one and one-half (1.5)
16 times the regular rate of pay for hours worked in excess of eight (8) in a day or forty (40) hours
17 in a week, and two (2) times the regular rate of pay for hours worked in excess of twelve (12)
18 hours in a day or hours worked in excess of eight (8) on the seventh consecutive work day in a
19 week.

20 36. Plaintiff was a non-exempt employee entitled to the protections of the California
21 Industrial Welfare Commission Order No. 4-2001, California Code of Regulations, Title 8,
22 Section 11040.

23 37. Plaintiff worked more than eight (8) hours in a single workday or forty (40) hours in a
24 single workweek on numerous occasions.

25 38. Plaintiff worked more than twelve (12) hours in a single workday.

26 39. Plaintiff was entitled to the above overtime premiums.

27 40. Defendants did not pay Plaintiff premium wages of at least one and one-half times
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1 Plaintiff's regular correct rate of pay for hours worked past eight (8) in a day.

2 41. Defendants did not pay Plaintiff premium wages of at least one and one-half times
3 Plaintiff's regular, correct rate of pay for hours worked past forty (40) in a week.

4 42. Defendants did not pay Plaintiff premium wages of at least two times Plaintiff's
5 regular, correct rate of pay for hours worked past twelve (12) in a day.

6 43. Plaintiff worked at least one pay period in which he was not properly paid the correct
7 amount of overtime within the three (3) years prior to the initiation of this lawsuit.

8 44. Defendants know or should know the actual dates of overtime worked, the amount of
9 overtime worked, and the amount of unpaid overtime due.

10 45. As a proximate result of Defendants' violations, Plaintiff has been damaged in an
11 amount according to proof at time of trial, but in an amount in excess of the jurisdiction of this
12 Court.

13 46. Pursuant to California Labor Code Sections 218.6, 510, 1194, and California Code of
14 Regulations, Title 8, Sections 11040, Plaintiff is entitled to recover damages for the
15 nonpayment of overtime premiums for all overtime hours worked, penalties, interest, plus
16 reasonable attorney's fees and costs of suit.

17 **FOURTH CAUSE OF ACTION**

18 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

19 **(California Labor Code Section 226)**

20 **(Plaintiff against all named defendants and all DOE defendants)**

21 47. Plaintiff re-alleges and incorporates by reference each and every allegation in
22 paragraphs 1 through 46, inclusive, of this Complaint as though fully set forth herein.

23 48. Pursuant to California Labor Code Section 226, every employer must furnish each
24 employee an itemized statement of wages and deductions at the time of payment of wages.

25 49. Defendants knowingly and intentionally did not furnish Plaintiff with any pay stubs that
26 accurately reflected all information required by Labor Code Section 226, including but not
27 limited to, gross wages earned (regular and overtime hours), net wages earned, premium pay
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1 for missed meal and rest breaks, total hours worked by the employee, and all deductions.

2 Therefore, Defendants failed to maintain and provide accurate itemized wage
3 statements to Plaintiff in accordance with California Labor Code Section 226(a).

4 50. Pursuant to California Labor Code Section 226(e), Plaintiff is entitled to recover the
5 greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation
6 occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay
7 period, not exceeding an aggregate amount of four thousand dollars (\$4,000), plus costs and
8 reasonable attorney's fees. Plaintiff only claims damages under this cause of action pursuant to
9 the 3-year period immediately preceding the date this lawsuit was filed.

10 51. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff has
11 sustained damages, including loss of earnings, in an amount to be established at trial. As a
12 further direct and proximate result of Defendants' unlawful conduct, as set forth herein,
13 Plaintiff is entitled to recover penalties, in an amount to be established at trial, as well as costs
14 and attorney's fees pursuant to statute.

15 52. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
16 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
17 trial.

18 **FIFTH CAUSE OF ACTION**

19 **FAILURE TO PAY WAGES OWED EVERY PAY PERIOD**

20 **(California Labor Code Section 204)**

21 **(Plaintiff against all named defendants and all DOE defendants)**

22 53. Plaintiff re-alleges and incorporates by reference each and every allegation in
23 paragraphs 1 through 52, inclusive, of this Complaint as though fully set forth herein.

24 54. California Labor Code Section 204 establishes the fundamental right of all employees
25 in the State of California to be paid wages in a timely fashion for their work.

26 55. At all times relevant during the liability period, Defendants failed to pay Plaintiff the
27 full amount of all owed wages when due as required by California Labor Code Section 204.
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1 56. Defendants failed to pay Plaintiff all wages earned each pay period. Plaintiff is
2 informed, believes, and thereon alleges, that all times relevant during the liability period,
3 Defendants maintained a policy or practice of not paying Plaintiff wages for all hours worked,
4 including twice the minimum wage and the correct amount of overtime as well as premium pay
5 for missed meal and rest breaks, and business expense reimbursement.

6 57. As a result of Defendants' unlawful conduct, Plaintiff has suffered damages in an
7 amount, subject to proof, to the extent he was not paid all wages each pay period. The precise
8 amount of unpaid wages is not presently known to Plaintiff but can be determined directly
9 from Defendants' records or indirectly based on information from Defendants' records.

10 58. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
11 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
12 trial.

13 **SIXTH CAUSE OF ACTION**

14 **FAILURE TO PAY WAGES WHEN EMPLOYMENT ENDS**

15 **(Plaintiff against all named Defendants and all DOE defendants)**

16 59. Plaintiff re-alleges and incorporates by reference each and every allegation in
17 paragraphs 1 through 58, inclusive, of this Complaint as though fully set forth herein.

18 60. Pursuant to California Labor Code Section 201(a), an employer who discharges an
19 employee must immediately pay for all compensation due and owing.
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21 61. Pursuant to California Labor Code Section 202, when an employee resigns, the
22 employer must pay all compensation due and owing within 72 hours of resignation, or on the
23 employee's last day of work, if the employee gives more than 72 hours notice of resignation.

24 62. Pursuant to California Labor Code Section 203, if an employer willfully fails to pay,
25 without abatement or reduction, any wages of an employee whose employment ends, the wages
26 of the employee shall continue as a penalty from the due date at the same rate until paid or until
27 an action is commenced; however, the wages shall not continue for more than 30 days for
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1 failure to pay an employee owed wages.

2 63. After Plaintiff's employment with Defendants ended, Defendants willfully refused and
3 continue to refuse to pay her unpaid wages as required by Labor Code Section 203.

4 64. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
5 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
6 trial. Moreover, Plaintiff prays for the above-mentioned money from 1 year immediately
7 preceding the filing of this lawsuit.

8 65. Under this cause of action, Plaintiff also prays for attorney's fees and costs under
9 California Labor Code Section 218.5 for time spent pursuing the non-payment of wages as set
10 forth herein. Plaintiff also prays for interest under California Labor Code Section 218.6.

11 66. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
12 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
13 trial.
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15 **SEVENTH CAUSE OF ACTION**

16 **VIOLATION OF LABOR CODE SECTION 558**

17 **(California Labor Code Section 558)**

18 **(Plaintiff against all named defendants and all DOE defendants)**

19 67. Plaintiff re-alleges and incorporates by reference each and every allegation in
20 paragraphs 1 through 66, inclusive, of this Complaint as though fully set forth herein.

21 68. California Labor Code Section 558 states that any person acting on behalf of an
22 employer who violates, or causes to be violated, a section of this chapter or any provision
23 regulating hours and days of work in any order of the Industrial Welfare Commission shall be
24 subject to a civil penalty for any initial violation, fifty dollars (\$50) for each underpaid
25 employee for each pay period for which the employee was underpaid in addition to an amount
26 sufficient to recover underpaid wages. The civil penalty for each subsequent violation is one
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1 hundred dollars (\$100) for each underpaid employee for each pay period for which the
2 employee was underpaid in addition to an amount sufficient to recover underpaid wages.
3 Plaintiff claims penalties for five (5) years immediately preceding the date this lawsuit was
4 filed.

5 69. Plaintiff hereby alleges that named Defendants violated Labor Code Section 558. Thus,
6 Defendants are subject to civil penalties under the following laws:

- 7 a. California Labor Code Section 558. Defendants failed to pay Plaintiff twice the
8 minimum wage for all hours worked, failed to pay Plaintiff for all hours worked,
9 and failed to pay Plaintiff the correct amount of overtime. As such, Defendants
10 violated Section 558 under which penalties are due. Plaintiff therefore prays for
11 penalties of \$50.00 for the first pay period and \$100.00 for each subsequent
12 violation for each pay period for which Plaintiff was underpaid in addition to an
13 amount sufficient to recover underpaid wages.
14
- 15 b. California Labor Code Section 218.5 for recovery of costs and attorney's fees for
16 relief associated with Plaintiff's prosecution of this cause of action under California
17 Labor Code Sections 200, et seq. Defendants knowingly violated labor laws by not
18 paying Plaintiff twice the minimum wage for all hours worked, not paying Plaintiff
19 the correct amount of overtime compensation, and not paying Plaintiff for all hours
20 worked.
21
- 22 c. California Labor Code Section 211 and 218.5 for recovery of costs and attorney's
23 fees for relief associated with Plaintiff's prosecution of this cause of action under
24 California Labor Code Sections 200, et seq.

25 70. Under this cause of action, Plaintiff prays for all penalties and pay otherwise due under
26 the statutes, regulations, and wage orders alleged in this cause of action along with any
27 allowable interest, penalties, attorney's fees, and costs according to proof at trial.
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1 71. Plaintiff also prays for Labor Code Section 211 and 218.5 recovery of costs an
2 attorney's fees for the time Plaintiff's attorney spent prosecuting this cause of action.

3 **EIGHTH CAUSE OF ACTION**

4 **FAILURE TO MAINTAIN ACCURATE RECORDS**

5 **(California Labor Code Section 1174(d))**

6 **(Plaintiff against all named defendants and all DOE defendants)**

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8 72. Plaintiff re-alleges and incorporates by reference each and every allegation in
9 paragraphs 1 through 71, inclusive, of this Complaint as though fully set forth herein.

10 73. Labor Code section 1174(d) requires that employers, including Defendants, maintain
11 accurate records showing the hours worked daily by its employees and to whom wages were
12 paid.

13 74. Additionally, the "Records" section of the applicable IWC Wage Order obligates the
14 employer, including Defendants, to keep accurate information with respect to each one of their
15 employees including, but not limited to, the total wages paid each payroll period, and time
16 records showing when the employee begins and ends each work period, meal periods, split
17 shift intervals; the total daily hours worked; the total hours worked in the payroll period, and
18 the applicable rates of pay.

19 75. Pursuant to Labor Code section 1174.5, any person employing labor who willfully fails
20 to maintain accurate and complete records required by Labor Code section 1174(d) is subject
21 to a penalty. On information and belief, Defendants intentionally failed to maintain accurate
22 records of Plaintiff's applicable rates of pay, and total wages earned for the payroll period.

23 76. As a direct result of Defendants' violations alleged herein, Plaintiff has suffered and
24 continues to suffer substantial losses related to Defendants' failure to record and maintain
25 accurate time records.

26 77. Plaintiff seeks all available remedies for Defendants' violations including, but not
27 limited penalties, and costs to the extent permitted by law and according to proof at trial.
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FAILURE TO GIVE REST BREAKS

78. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 77, inclusive, of this Complaint as though fully set forth herein.

a. Title 8 of the California Code of Regulations Sections 11040, which provides that every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time 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. Title 8 of the California Code of Regulations Sections 11040 (12)(B), which provides that 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 employee's regular rate of compensation for each workday that the rest period is not provided;

c. Title 8 of the California Code of Regulations sections 11040(20)(A), which penalizes the employer \$50.00 for each initial violation, per employee, of any provision of the Wage Order, and \$100.00 for each additional violation thereafter per employee; and

d. California Labor Code section 226.7, which states that (a) no employer shall require any employee to work during any rest period mandated by an applicable order of the Industrial Welfare Commission, and (b) if an employer fails to provide an employee a rest period in accordance with an applicable order of the Industrial

1 Welfare Commission, the employer shall pay the employee one (1) additional hour
2 of pay at employee's regular rate of compensation for each work day that the rest
3 period is not provided.

4 80. Plaintiff alleges that he was not authorized and permitted to take a ten (10) minute rest
5 break after every four (4) hours of work or major fraction thereof, as required by California
6 law.

7 81. Under this cause of action, Plaintiff prays for wages due to her under the statutes,
8 regulations, and wage orders alleged in this cause of action along with any allowable interest,
9 penalties, attorney's fees and costs according to proof at trial. Specifically, Plaintiff prays for
10 the foregoing moneys calculated from 3 years immediately preceding the filing of this lawsuit.

11 82. Plaintiff also prays for Labor Code section 218.5 recovery of costs and attorney's
12 fees as well as interest under Labor Code section 218.6.

13 83. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
14 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
15 trial.
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17 **TENTH CAUSE OF ACTION**

18 **FAILURE TO GIVE MEAL BREAKS**

19 **(Plaintiff against all named defendants and all DOE defendants)**

20 84. Plaintiff re-alleges and incorporates by reference each and every allegation in
21 paragraphs 1 through 83, inclusive, of this Complaint as though fully set forth herein.

22 85. Plaintiff brings this cause of action under the following laws, for the following reasons:

- 23 a. California Labor Code section 512(a), which requires that employees be given a 30-
24 minute uninterrupted meal break after five (5) hours of work, and a second
25 uninterrupted meal break after ten (10) hours of work;
26 b. California Labor Code section 226.7, which states that (a) no employer shall require
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1 any employee to work during any meal period mandated by an applicable order of
2 the Industrial Welfare Commission, and (b) if any employer fails to provide an
3 employee a meal period in accordance with an applicable order of the Industrial
4 Welfare Commission, the employer shall pay the employee one (1) additional hour
5 of pay at the employee's regular rate of compensation for each workday that the
6 meal period is not provided;

7
8 c. California Industrial Welfare Commission Order No. 4 section 11(B), as codified
9 under Title 8 of the California Code of Regulations Section 11040, which states that
10 if an employer fails to provide an employee a meal period in accordance with the
11 applicable provisions of the Wage Order, the employer shall pay the employee one
12 (1) hour of pay at the employee's regular rate of compensation for each workday
13 that the meal period is not provided;

14
15 d. California Industrial Welfare Commission Wage Order No. 4 Section 7(A)(3), as
16 codified under Title 8 of the California Code of Regulations Section 11040, which
17 requires an employer to maintain records documenting its employees' meal periods;

18
19 e. California Industrial Welfare Commission wage order No. 4 Section 20(A), as
20 codified under California Code of Regulations Section 11040 , which penalizes the
21 employer \$50.00 for each initial violation, per employee, of any provision of the
22 Wage Order, and \$100.00 for each additional violation thereafter per employee; and

23
24 f. California Labor Code section 1171 and 1173, which have given the California
25 Labor Commission jurisdiction to enact Wage Orders (such as Wage Order no. 4)
26 as enforceable law.

27
28 86. Plaintiff alleges that he was not authorized and permitted to take relieved meal breaks

1 after five (5) hours of work. Plaintiff further alleges that he was not authorized and permitted to
2 take a second relieved meal break after ten (10) hours of work, as required by California law.
3 California Labor Code section 512(a) and California Industrial Welfare Commission Order No.
4 4, as codified under California Code of Regulations Sections 11040 et. seq. requires that
5 employees receive uninterrupted meal periods every five (5) hours of consecutive work, and
6 that the meal period be at least 30 minutes in length, wherein employee is relieved of all work
7 duty. California Labor Code section 226.7 provides that employers may not require their
8 employees to work through their meal periods. California Labor Code section 226.7 and
9 California Code of Regulations section 11040 requires that if the employer fails to provide the
10 employee with an uninterrupted meal period, the employer must pay the employee one (1) hour
11 of pay for each work day that the meal period is not given.
12

13 87. Under this cause of action, Plaintiff prays for wages due to her under the statutes,
14 regulations, and wage orders alleged in this cause of action along with any allowable interest,
15 penalties, attorney's fees and costs according to proof at trial. Specifically, Plaintiff prays for
16 the foregoing moneys calculated from 3 years immediately preceding the filing of this lawsuit.
17

18 88. Plaintiff also prays for Labor Code section 218.5 recovery of costs and attorney's
19 fees as well as interest under Labor Code section 218.6.
20

21 89. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
22 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
23 trial.
24

ELEVENTH CAUSE OF ACTION

PRIVATE ATTORNEYS GENERAL ACT

25 **Individual and Representative Claim for PAGA penalties under California Labor Code**
26 **sections 201, 202, 203, 204 and/or 204b, 210, 221, 226, 226.3, 232, 246, 510, 512, 558, 1174,**
27 **1174.5, 1194, 1197, 1198, 2802, 3700.5)**

28 **(Against All Named Defendants and all DOE Defendants)**

90. Plaintiff re-alleges and incorporates by reference each and every allegation in

1 paragraphs 1 through 89, inclusive, of this Complaint as though fully set forth herein.

2 91. Pursuant to law, Plaintiff provided the required written notice to the LWDA and
3 Defendants of the specific violations of the California Labor Code that Defendants
4 and DOE defendants have violated and continue to violate.

5 92. Pursuant to California Labor code section 2699.3, no response was received from the
6 LWDA within 65 days of the postmark date of the above-alleged letter.

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

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

17 95. Plaintiff is an "aggrieved employee" because Plaintiff was employed by the alleged
18 violator and had one or more of the alleged violations committed against her, and therefore is
19 properly suited to represent the interests of other current and former hourly, non-exempt
20 employees who worked for ASG in the State of California during the PAGA period.

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

24 97. Plaintiff therefore has exhausted all administrative remedies required of her under
25 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this
26 cause of action and pursue penalties in a representative action for Defendants' violations of the
27 Labor Code.
28

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

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

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

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

17 Violations of California Labor Code sections 201, 202, 203, 204 and/or 204b, 210, 221,
18 226, 226.3, 226.7, 232, 246, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1198, 2802, 3700.5
19 via 2698 and 2699 any other Labor Codes and Wage Orders (including no. 4) violated
20 based on the facts alleged in this Complaint.

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

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TWELFTH CAUSE OF ACTION

FAILURE TO REIMBURSE FOR BUSINESS EXPENSES

(Plaintiff against all named Defendants and DOE Defendants, and each of them)

103. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 102, inclusive, of this Complaint as thought fully set forth herein.

104. Labor Code section 2802 provides that “[a]n employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties.”

105. Beginning at least 3 years prior to the filing of this complaint, in order to discharge their duties for Defendant, Plaintiff incurred reasonable and necessary expenses in the course of completing her job duties, which were not reimbursed by Defendant. These expenses include, but are not limited to, the use their personal cell phones for work purposes, steel toe boots, as well as security guard tools/equipment for use at the workplace.

106. Plaintiff is entitled to reimbursement for these necessary expenditures, plus interest and attorney’s fees and costs, under Labor Code section 2802.

THIRTEENTH CAUSE OF ACTION

VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200

(California Business and Professions Code Section 17200)

(Plaintiff against corporate Defendant Airtight Security Group, Inc. and all DOE defendants)

107. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 106, inclusive, of this Complaint as though fully set forth herein.

108. By virtue of the foregoing statutes, regulations, and laws, the acts of Defendants constitute unfair and unlawful business practices under California Business and Professions Code Section 17200, et seq.

109. Defendants’ violations of California labor laws constitutes a business practice because

1 it was done repeatedly over a significant period of time in a systematic manner that was
2 detrimental to Plaintiff and other aggrieved employees.

3 110. For the four years preceding the filing of this action, Plaintiff has suffered damages
4 and requests damages and/or restitution of all monies and profits to be disgorged from
5 Defendants in an amount according to proof at time of trial, but in excess of the
6 jurisdiction of this Court.

7 WHEREFORE, Plaintiff prays for Judgment against Defendants, and each of them, as
8 follows:

- 9 1. For damages to Plaintiff in an amount subject to proof at trial;
- 10 2. For damages for wages and overtime not paid to Plaintiff in an amount subject to proof
11 at trial;
- 12 3. For damages and penalties under Labor Code Section 226 for Plaintiff in an amount
13 subject to proof at trial;
- 14 4. For restitution and disgorgement for all unfair business practices by corporate
15 Defendant Airtight Security Group, Inc. against Plaintiff in an amount subject to proof
16 at trial;
- 17 5. For an order enjoining corporate Defendant Airtight Security Group, Inc. from further
18 unfair and unlawful business practices in violation of Business and Professions Code
19 Sections 17200, et seq.;
- 20 6. For special and consequential damages to the extent allowed by law;
- 21 7. For maximum civil penalties available under the Labor Code and applicable Wage
22 Order against Defendants as described more particularly in the Complaint and
23 representative PAGA claims;
- 24 8. For all remedies available to Plaintiff under the applicable Wage Order and the
25 Labor Code including an award of unpaid wages, attorney's fees, costs, interest,
26 liquidated damages, damages, penalties, and waiting time penalties according to proof
27 to the extent permitted by law;
28

- 1 9. For one hour of wages due to Plaintiff for each work period of more than five (5) hours
2 when Plaintiff did not receive an uninterrupted thirty (30) minute meal period;
3 10. For one hour of wages due to Plaintiff for each work period of four (4) hours or major
4 fraction thereof when Plaintiff did not receive a ten (10) minute rest break;
5 11. For the imposition of civil penalties and/or statutory penalties;
6 12. For all interest as allowed by law;
7 13. For all costs and disbursements incurred in this suit;
8 14. Reasonable attorney's fees where available by law, including but not limited to,
9 pursuant to Labor Code section 2698 et seq., Code of Civil Procedure section 1021.5,
10 the California Labor Code generally; and/or other applicable laws; and
11 15. For such other and further relief as this Court may deem proper.
12

13 DATED: December 23, 2021

MESSRELIAN LAW INC.

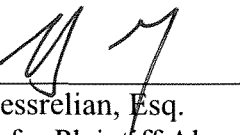
14
15 By 
16 Harout Messrelian, Esq.
17 Attorneys for Plaintiff Alma Vargas

18 **DEMAND FOR JURY TRIAL**

19 Plaintiff hereby demands, as a matter of right, a trial by jury in this case.
20

21
22 DATED: December 23, 2021

MESSRELIAN LAW INC.

23
24 By 
25 Harout Messrelian, Esq.
26 Attorneys for Plaintiff Alma Vargas
27
28