

GRAHAMHOLLIS APC
Graham S.P. Hollis (SBN 120577)
ghollis@grahamhollis.com
Vilmarie Cordero (SBN 268860)
vcordero@grahamhollis.com
Hali M. Anderson (SBN 261816)
handerson@grahamhollis.com
Erik A. Dos Santos (SBN 309998)
edossantos@grahamhollis.com
3555 Fifth Avenue, Suite 200
San Diego, California 92103
Telephone: 619.692.0800
Facsimile: 619.692.0822

Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

BUENAVENTURA SANTIAGO, GARY
BANUELOS, JOSHUA GARRIDO, and DUB
PERKINS, on behalf of themselves and all
other aggrieved employees of Defendants in
the State of California,

Plaintiffs,

v.

SECURITY INDUSTRY SPECIALISTS,
INC., a California Corporation, and DOES 1
THROUGH 50, inclusive,

Defendants.

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego

12/10/2021 at 12:43:00 PM

Clerk of the Superior Court
By Melinda McClure, Deputy Clerk

Case No.: 37-2021-00045337-CU-OE-CTL

Unlimited Civil
Amount Demanded exceeds \$25,000.00

FIRST AMENDED COMPLAINT

**REPRESENTATIVE ACTION FOR
PAGA PENALTIES**

[Labor Code §§ 2698, *et seq.*]

1. Violation of the Private Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.*

– JURY TRIAL DEMANDED –

1 BUENAVENTURA SANTIAGO, GARY BANUELOS, JOSHUA GARRIDO, and DUB
2 PERKINS (“Plaintiffs”), on behalf of themselves and all other aggrieved employees of SECURITY
3 INDUSTRY SPECIALISTS, INC., and DOES 1 through 50, inclusive, alleges as follows:

4 **I.**

5 **INTRODUCTION**

6 1. Plaintiffs BUENAVENTURA SANTIAGO, GARY BANUELOS, JOSHUA GARRIDO,
7 and DUB PERKINS bring this representative action pursuant to the Private Attorneys General Act of
8 2004, California Labor Code section 2698, *et seq.* (“PAGA”) against SECURITY INDUSTRY
9 SPECIALISTS, INC., (“SIS”), and DOES 1 through 50, inclusive (collectively, “Defendants”), on behalf
10 of all other current and former exempt Shift or Security Supervisors, who were employed by Defendants
11 in the State of California during the applicable relevant time period and suffered at least one wage and
12 hour violation alleged herein (“aggrieved employees”) for engaging in a pattern of wage and hour
13 violations under the California Labor Code and the applicable Industrial Welfare Commission (“IWC”)
14 Wage Order.

15 2. Plaintiffs are informed and believe, and thereon alleges, that Defendants decreased their
16 employment-related costs by systematically violating California wage and hour laws.

17 3. Plaintiffs bring this action on behalf of all other current and former employees of
18 Defendants working as a Shift Supervisor or similar position in the State of California and were
19 misclassified as an exempt employee (hereinafter “Aggrieved Employees”).

20 4. Defendants’ systematic pattern of Labor Code and IWC Wage Order violations toward
21 Plaintiff and other aggrieved employees in California include, but are not limited to:

- 22 a. Willfully misclassifying employees as exempt;
- 23 b. Failure to provide off-duty and uninterrupted meal periods of at least 30-minutes before
24 the commencement of the sixth hour of work;
- 25 c. Failure to authorize and permit off-duty paid rest periods;
- 26 d. Failure to pay all minimum and regular wages for all hours worked;
- 27 e. Failure to pay all overtime wages;
- 28 f. Failure to maintain accurate records;

g. Failure to provide accurate itemized wage statements; and

h. Failure to timely pay all wages due during and upon separation of employment.

5. Plaintiffs bring this lawsuit seeking civil penalties only on behalf of themselves and all other Aggrieved Employees of Defendants in California. Plaintiffs seek civil penalties attorney's fees, and costs pursuant to the PAGA for Defendants' violation of Labor Code Sections 201, 202, 203, 204, 210, 218.5, 218.6, 223, 225.5, 226, 226.3, 226.7, § 226.8, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198.

6. Plaintiffs reserve the right to name additional representatives throughout the State of California.

II.

PARTIES

A. Plaintiffs

7. Plaintiffs are former employees of Defendants, who, at all relevant times, worked as employees for Defendants in San Diego County. Plaintiffs currently reside in San Diego, California.

8. Plaintiff Buenaventura Santiago worked for Defendants as a Shift Supervisor from approximately June 17, 2020 to May 25, 2021 throughout San Diego County.

9. Plaintiff Joshua Garrido worked for Defendants as a Shift Supervisor from approximately October 16, 2019 to May 26, 2021 throughout San Diego County.

10. Plaintiff Gary Banuelos worked for Defendants as a Shift Supervisor from approximately October 2020 to May 2021 throughout San Diego County.

11. Plaintiff Dub Perkins worked for Defendants as a Shift Supervisor from approximately August 7, 2020 to June 2, 2021 throughout San Diego County.

12. Plaintiffs are "aggrieved employees" within the meaning of Labor Code section 2699(c) because they were employed by Defendants and suffered one or more of the Labor Code violations committed by Defendants.

13. At all relevant times, Plaintiffs and, on information and belief, other aggrieved employees of Defendants in California were subject to the same policies, practices, and procedures governing the control and payment of wages earned and hours worked.

1 **B. Defendants**

2 14. Defendant Security Industry Specialists, Inc. is an international security company
3 specializing in a range of contracted security functions including physical security, operation of global
4 security operations centers, and executive protection. SIS also offers clients a security training program,
5 a brand and content creation team, and a software development department. SIS has domestic corporate
6 offices in California, Washington, Florida, and New York. SIS has international corporate offices in
7 Mexico and Brazil. SIS is organized in the state of California and has its headquarters located in Culver
8 City, CA.

9 15. The true names and capacities of the Defendants named as DOES 1 THROUGH 50,
10 inclusive, are presently unknown to Plaintiffs. Plaintiffs will amend this Complaint, setting forth the true
11 names and capacities of the fictitious Defendants, if and when their true names and capacities are
12 ascertained. Plaintiffs are informed and believe, and on that basis allege, that each of the fictitious
13 Defendants participated in the acts alleged in this Complaint.

14 16. At all relevant times, Defendants were Plaintiffs' "employer" as defined in and subject to
15 the Labor Code and the IWC Wage Orders.

16 17. Plaintiffs are informed and believe that at all relevant times, each Defendant, whether
17 named or fictitious, was the agent, employee or other person acting on behalf of every other Defendant,
18 and, in participating in the acts alleged in this Complaint, acted within the scope of such agency or
19 employment and ratified the acts of each other Defendant.

20 18. Plaintiffs are informed and believe that at all relevant times, each Defendant, whether
21 named or fictitious, exercised control over Plaintiff's and Aggrieved Employees' wages, hours and/or
22 working conditions and was the alter ego of each of the other Defendants. Thus, Plaintiffs are informed
23 and believe that each Defendant, whether named or fictitious, committed the violations alleged in this
24 Complaint within the scope of such agency or employment and ratified the acts of each other Defendant.

25 19. Plaintiffs are further informed and believe that at all relevant times, each Defendant,
26 whether named or fictitious, acted as the agent for the other Defendants in carrying out a joint scheme,
27 business plan or policy, and that a unity of interest and ownership between each Defendant exists such
28 that all Defendants acted as a single employer and that the acts of each Defendant are legally attributable

1 to all other Defendants.

2 20. Defendants, including DOES 1 THROUGH 50, were Plaintiffs' employers or persons
3 acting on behalf of Plaintiffs' employer, within the meaning of California Labor Code sections 558 and
4 558.1, who violated or caused to be violated, a section of Part 2, Chapter 1 of the California Labor Code
5 or any provision regulating hours and days of work in any order of the Industrial Welfare Commission
6 and, as such, are subject to civil penalties for each underpaid employee, as set forth in Labor Code sections
7 558 and 558.1, at all relevant times.

8 21. Defendants, including DOES 1 THROUGH 50, were Plaintiffs' employers or persons
9 acting on behalf of Plaintiffs' employer either individually or as an officer, agent, or employee of another
10 person, within the meaning of California Labor Code section 1197.1, who paid or caused to be paid to any
11 employee a wage less than the minimum fixed by California state law, and as such, are subject to civil
12 penalties for each underpaid employee.

13 III.

14 JURISDICTION AND VENUE

15 22. This Court has subject-matter jurisdiction to hear this case because Plaintiffs are informed
16 and believe that the penalties sought herein for Defendants' conduct exceeds the minimum jurisdictional
17 limits of the Superior Court.

18 23. Venue is proper in San Diego County pursuant to Code of Civil Procedure Sections 395(a)
19 and 395.5 because liability arose in San Diego County, at least some of the transactions that are the subject
20 matter of this Complaint occurred therein, and Defendants transact substantial business in San Diego
21 County.

22 24. Per Judicial Council Emergency Rule 9, the Statute of Limitations on all Causes of Action
23 in this Complaint were tolled from April 6, 2020 to October 1, 2020.

24 IV.

25 GENERAL ALLEGATIONS

26 25. Plaintiffs worked for the Defendants as a Shift Supervisors. As Shift Supervisors,
27 Plaintiffs' job duties included covering security posts, post reviews, specialist inspections, emergency
28 response, client liaison, post order compliance reviews, scheduling, training, and special projects as

1 assigned, among other duties. Plaintiffs were also expected to visit a minimum of 4 to 5 post locations per
2 day, documenting visits and persons contacted. As Shift Supervisors, Plaintiffs were improperly classified
3 as exempt employees, earning a weekly salary, but also required to work a certain number of hours and
4 set shifts.

5 26. Defendants employed, and continue to employ Aggrieved Employees in various exempt
6 positions who earned a salary and regularly worked at least eight hours per day and/or forty hours per
7 week. Upon information and belief, all policies, practices, procedures, and/or guidelines of Defendants
8 applicable to Plaintiffs were also applicable to all other Aggrieved Employees.

9 27. Defendants denied, and continues to deny, Plaintiffs and other Aggrieved Employees the
10 specific rights afforded to them under the Labor Code and the applicable Industrial Welfare Commission
11 (“IWC”) Wage Order. Specifically, the Defendants failed, and continue to fail, to timely pay all minimum,
12 regular, and/or overtime wages to all Aggrieved Employees, including Plaintiffs; failed, and continues to
13 fail, to provide Plaintiffs and other Aggrieved Employees with legally compliant meal and/or rest periods
14 and/or pay them compensation in lieu thereof; failed to timely pay Aggrieved Employees all wages due
15 and owing upon separation of employment and/or pay the required waiting time penalties; failed, and
16 continues to fail, to furnish all Aggrieved Employees, including Plaintiffs, with accurate itemized wage
17 statements; and failed, and continues to fail, to maintain accurate employment records. Plaintiffs further
18 allege that the Defendants purposefully misclassified them and other Aggrieved Employees as “exempt”
19 employees when in fact Plaintiffs and other Aggrieved Employees should have been classified as “non-
20 exempt” employees.

21 28. Defendants have and continue to have a policy, practice, procedure, guideline and/or
22 culture of willfully misclassifying Plaintiffs and, on information and belief, other Aggrieved Employees
23 as exempt employees for their own benefit. As Shift Supervisors, Plaintiffs’ job duties with Defendants
24 should have primarily consisted of managerial or administrative-related tasks. However, in practice,
25 Plaintiffs and other Aggrieved Employees were required and expected to perform primarily non-
26 managerial tasks, such as doing all tasks delegating to them by their direct supervisors, perform duties of
27 non-exempt security guards, standing posts for other Security Guards, and working set schedules and
28 hours. Consequently, Plaintiffs, and, on information and belief, other Aggrieved Employees, performed

1 non-exempt duties more than 50% of the time they spent working for Defendants.

2 29. It necessarily follows that Plaintiffs and, on information and belief, other Aggrieved
3 Employees spent less than 50% of their working time engaged in exempt duties. Accordingly, at all times,
4 Plaintiffs and, on information and belief, other Aggrieved Employees should have been classified as non-
5 exempt employees and should have received the rights and protections afforded by the California Labor
6 Code and the applicable IWC Wage Order.

7 30. Defendants failed to provide Plaintiffs and, on information and belief, other Aggrieved
8 Employees with 30-minute, off-duty, uninterrupted meal periods before the end of the fifth hour of work.
9 Because Plaintiffs and, on information and belief, other Aggrieved Employees were misclassified as
10 exempt employees, they were not provided a 30-minute, off-duty, uninterrupted meal period before the
11 end of the fifth hour of work. In addition, when Plaintiffs and, on information and belief, other Aggrieved
12 Employees did receive meal breaks, Plaintiffs and, on information and belief, other Aggrieved Employees
13 were required to remain on-duty and respond to their cell phones and walkie talkies. As a result, Plaintiffs
14 and, on information and belief, other Aggrieved Employees were routinely interrupted during their meal
15 breaks.

16 31. Defendants also failed to provide Plaintiffs and, on information and belief, other Aggrieved
17 Employees with compliant ten-minute, off-duty rest periods for every four hours of work, or major fraction
18 thereof. Plaintiffs and, on information and belief, other Aggrieved Employees were misclassified as
19 exempt employees, and thus, as a result, were not provided with compliant ten-minute, off-duty rest
20 periods for every four hours of work, or major fraction thereof. For the same reasons as meal breaks,
21 Plaintiffs and, on information and belief, other Aggrieved Employees were required to remain on-duty
22 during their rest breaks and were routinely interrupted breaks.

23 32. As a result, the Defendants have, and continue to have, a policy, practice, procedure,
24 guideline, and/or culture of failing to timely pay premium wages for all non-compliant meal and/or rest
25 periods. Because the Defendants misclassified Plaintiffs and, on information and belief, other Aggrieved
26 Employees as exempt employees, Defendants failed to provide meal and rest breaks. Thus, Plaintiffs and,
27 on information and belief, other Aggrieved Employees did not receive legally compliant meal and/or rest
28 periods, and Defendants did not pay Plaintiffs and, on information and belief, other Aggrieved Employees

1 the additional one hour of pay at the employee's regular rate of pay as required under Labor Code § 226.7
2 and the applicable IWC Wage Order. Therefore, Defendants owe Plaintiffs and, on information and belief,
3 other Aggrieved Employees a meal and/or rest period premium for each workday that Plaintiffs and other
4 Aggrieved Employees were not provided with a legally compliant meal and/or rest period.

5 33. Furthermore, as a direct result of the Defendants' scheme of purposefully misclassifying
6 Plaintiffs and, on information and belief, other Aggrieved Employees as exempt employees, the Aggrieved
7 Employees did not receive proper protections and benefits of the laws governing the compensation for
8 minimum wages, regular wages, and overtime wages. Defendants improperly paid Plaintiffs and, on
9 information and belief, other Aggrieved Employees a salary and failed to timely pay them for hours
10 worked more than eight hours per day and/or more than forty hours per week. As a result, Defendants
11 have failed to timely pay all minimum, regular, and/or overtime wages for all time actually worked.

12 34. Because Defendants misclassified Plaintiffs and, on information and belief, other
13 Aggrieved Employees as exempt employees, Defendants also failed to maintain accurate records
14 reflecting all of Plaintiffs and, on information and belief, other Aggrieved Employees' time worked, meal
15 and rest periods that were missed, and meal and rest premiums owed, in violation of California law.

16 35. Furthermore, because Defendants misclassified Plaintiffs and, on information and belief,
17 other Aggrieved Employees as exempt employees, the wage statements provided to Plaintiffs and, on
18 information and belief, other Aggrieved Employees fail to list the correct applicable hourly rates and the
19 corresponding number of hours worked at each rate, the one hour additional rate of regular pay for not
20 taking compliant meal and/or rest breaks, the correct amount of gross and net wages earned, and the total
21 hours worked.

22 36. Because Defendants misclassified Plaintiffs and, on information and belief, other
23 Aggrieved Employees as exempt employees, Defendants also did not pay Plaintiffs and, on information
24 and belief, other Aggrieved Employees all wages due and payable during and upon separation of
25 employment, including minimum, regular, and overtime wages for all hours worked, and meal and rest
26 premium wages, as required pursuant to Labor Code §§ 201, 202, and 204.

27 ///

28 ///

THE LABOR CODE PRIVATE ATTORNEYS GENERAL ACT (“PAGA”)

REPRESENTATIVE ACTION DESIGNATION

37. Plaintiffs re-allege and incorporate by reference the allegations contained in the paragraphs above, as though fully set forth herein.

38. The Causes of Action alleged herein are appropriately suited for a Labor Code Private Attorneys General Act of 2004 (“PAGA”) action because:

a. Pursuant to California Labor Code section 2699(a), any provision of the Labor Code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of the California Labor Code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and all other current or former employees pursuant to the procedures specified in section 2699;

b. This action involves allegations of violations of provisions of the California Labor Code that provide or do not provide for a civil penalty to be assessed and collected by the LWDA or any departments, divisions, commissions, boards, agencies or employees;

c. Plaintiffs are “aggrieved employees” because they were employed by the alleged violators and had one or more of the alleged violations committed against him;

d. On August 17, 2021, Plaintiffs satisfied the procedural requirements of section 2699.3 by serving the LWDA electronically and Defendant SECURITY INDUSTRY SPECIALISTS, INC. via Certified Mail with their notice for wage and hour violations and penalties, including the facts and theories to support each violation. A true and correct copy of Plaintiffs’ notice and proof of service is attached as **Exhibit A**.

e. On August 17, 2021, Plaintiff Dub Perkins satisfied the procedural requirements of section 2699.3 by serving the LWDA electronically and Defendant SECURITY INDUSTRY SPECIALISTS, INC. via Certified Mail with their notice for wage and hour violations and penalties, including the facts and theories to support each violation. A true and correct copy of Plaintiffs’ notice and proof of service is attached as **Exhibit B**.

f. More than 65 days have passed since Plaintiffs served notice via Certified Mail to

1 the LWDA and their employers. Therefore, Plaintiffs satisfied all the administrative requirements to
2 pursue civil penalties against Defendants pursuant to Labor Code section 2698, *et seq.*

3 g. Plaintiffs filed this action pursuant to Labor Code section 2699(a) and (f), on behalf
4 of themselves and all other aggrieved employees of Defendants to recover civil penalties.

5 h. Defendants were Plaintiffs' employers or persons acting on behalf of Plaintiffs'
6 employer, within the meaning of California Labor Code sections 558 and 558.1, who violated or caused
7 to be violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision regulating
8 hours and days of work in any order of the Industrial Welfare Commission and, as such, are subject to
9 civil penalties for each underpaid employee, as set forth in Labor Code sections 558 and 558.1, at all
10 relevant times.

11 i. Defendants were Plaintiffs' employers or persons acting on behalf of Plaintiff's
12 employer either individually or as an officer, agent, or employee of another person, within the meaning of
13 California Labor Code section 1197.1, who paid or caused to be paid to any employee a wage less than
14 the minimum fixed by California state law, and as such, are subject to civil penalties for each underpaid
15 employee, as well as liquidated damages pursuant to Labor Code section 1194.2, and any applicable
16 penalties imposed pursuant to Labor Code section 203.

17 j. Plaintiffs seek to recover all applicable civil penalties under PAGA on behalf of
18 themselves and all other aggrieved employees of Defendants.

19 **FIRST CAUSE OF ACTION**

20 **PRIVATE ATTORNEYS GENERAL ACT OF 2004 CLAIM FOR CIVIL PENALTIES**

21 (Violation of Labor Code §§ 2698 *et seq.*)

22 (Alleged By Plaintiffs On Behalf of All Aggrieved Employees of Defendants Against All Defendants)

23 39. Plaintiffs re-allege and incorporate by reference the allegations contained in the paragraphs
24 above, as though fully set forth herein.

25 40. Pursuant to Labor Code section 2699(a), any provision of the Labor Code that provides for
26 a civil penalty to be assessed and collected by the LWDA or any of its departments, divisions,
27 commissions, boards, agencies or employees for violation of the code may, as an alternative, be recovered
28 through a civil action brought by an aggrieved employee on behalf of himself or herself and other current

1 or former employees pursuant to the procedures specified in Labor Code section 2699.3.

2 41. This cause of action involves allegations of violations of Labor Code sections 201, 202,
3 204, 223, 226(a), 226.7, 510, 512, 1174(d), 1197, 1198 which, pursuant to Labor Code section 2699.5,
4 provide for a civil penalty to be assessed and collected by the LWDA or recovered through a civil action
5 brought by an aggrieved employee on behalf of himself or herself and other current or former employees
6 pursuant to the procedures specified in Labor Code section 2699.3.

7 42. Defendants employed Plaintiffs and Plaintiffs had one or more of the alleged violations
8 committed against them. Therefore, Plaintiffs are “aggrieved employees” under PAGA because the
9 alleged violators employed them, and they had one or more of the alleged violations committed against
10 them. As such, Plaintiffs are properly suited to represent the interests of other aggrieved employees in a
11 PAGA Representative action.

12 43. Plaintiffs seek to recover civil penalties only pursuant to Labor Code sections 558 and
13 1197.1, on behalf of themselves and other aggrieved employees for Defendants’ violations of the Labor
14 Code, including but not limited to Defendants’ violations of Labor Code sections 201, 202, 204, 223,
15 226(a), 226.7, 510, 512, 1174(d), 1197, and 1198.

16 44. For all provisions of the Labor Code for which a civil penalty is not specifically provided,
17 Labor Code section 2699(f) imposes upon Defendants, and each of them, a penalty of one hundred dollars
18 (\$100.00) for each aggrieved employee per pay period for the initial violation and two hundred dollars
19 (\$200.00) for each aggrieved employee per pay period for each subsequent violation.

20 45. Labor Code § 226.8(a) makes it unlawful for an employer to willfully misclassify an
21 individual as an exempt employee. Where an employer has engaged in, or is engaging in, a pattern or
22 practice of willfully misclassifying individuals as exempt employees, Labor Code § 226.8(c) requires the
23 employer to pay a civil penalty of no less than \$10,000, and up to and including \$25,000, in addition to
24 any other legally permitted penalties.

25 46. Defendants violated the Labor Code by willfully misclassifying Plaintiffs and other
26 Aggrieved Employees as exempt employees. Plaintiffs and, on information and belief, other members of
27 the Exempt Class spent more than 50% of their work time on nonexempt duties and thus were non-exempt
28 employees within the definition of the IWC Wage Order.

47. Defendants violated Labor Code sections 226.7, 512, and 1198 by failing to provide Plaintiffs and aggrieved employees lawfully compliant meal periods and by failing to pay them meal period premium wages for each day a meal period was not provided. Under Labor Code section 2699(f)(2), Defendants are subject to a civil penalty of \$100 for each aggrieved employee per pay period for the initial violation of Labor Code sections 226.7 and 1198, and \$200 for each aggrieved employee per pay period for each subsequent violation.

48. Defendants violated Labor Code sections 226.7 and 1198 by failing to authorize and permit Plaintiffs and aggrieved employees to take duty-free rest periods and by failing to pay them rest period premium wages for each day a rest period was not provided. Under Labor Code section 2699(f)(2), Defendants are subject to a civil penalty of \$100 for each aggrieved employee per pay period for the initial violation of Labor Code sections 226.7 and 1198, and \$200 for each aggrieved employee per pay period for each subsequent violation.

49. Defendants violated Labor Code sections 223, 1194, 1197, and 1198 by not paying Plaintiffs and other aggrieved employees at least minimum and regular wages for all the time they were suffered or permitted to work, engaged in work and/or under Defendants' control, as alleged herein. Thus, under Labor Code section 2699(f)(2), Defendants are subject to a civil penalty of \$100 for each aggrieved employee per pay period for the initial violation of Labor Code sections 223, 1194, and 1198, and \$200 for each aggrieved employee per pay period for each subsequent violation.

50. Defendants violated Labor Code sections 223, 510, 1194, and 1198 by not paying Plaintiffs and other aggrieved employees all overtime wages earned for all the time they were suffered or permitted to work, engaged in work and/or under Defendants' control, as alleged herein. At all relevant times, Plaintiffs and, on information and belief, other aggrieved employees were not paid all overtime when they worked in excess of eight hours a workday or forty hours in a workweek. Thus, under Labor Code section 2699(f)(2), Defendants are subject to a civil penalty of \$100 for each aggrieved employee per pay period for the initial violation of Labor Code sections 223, 1194, and 1198, and \$200 for each aggrieved employee per pay period for each subsequent violation.

51. Defendants violated Labor Code sections 201, 202, and 1198 by not paying Plaintiffs and aggrieved employees all minimum, regular, and overtime wages owed, and all meal and rest premium

1 wages owed by the time set forth by law upon their separation of employment, as alleged herein. Thus,
2 under Labor Code section 2699(f)(2), Defendants are subject to a civil penalty of \$100 for each aggrieved
3 employee per pay period for the initial violation of Labor Code sections 201, 202, and 1198, and \$200 for
4 each aggrieved employee per pay period for each subsequent violation.

5 52. Defendants violated Labor Code sections 204 and 1198 by not paying Plaintiffs and
6 aggrieved employees all minimum, regular, and overtime wages owed, and all meal and rest premium
7 wages owed by the time set forth by law during their employment, as alleged herein. Thus, under Labor
8 Code section 2699(f)(2), Defendants are subject to a civil penalty of \$100 for each aggrieved employee
9 per pay period for the initial violation of Labor Code sections 204 and 1198, and \$200 for each aggrieved
10 employee per pay period for each subsequent violation.

11 53. Defendants violated Labor Code sections 226(a), 1174(d), and 1198 by failing to maintain
12 records detailing the start and end times of work shifts and meal periods, and knowingly and intentionally
13 failing to maintain and provide Plaintiffs and other aggrieved employees of Defendants with wage
14 statements itemizing accurately all information required by Labor Code section 226(a), as alleged herein,
15 including the total hours worked, all regular hours worked, all overtime hours worked, the applicable
16 hourly rate per hour worked, and the total wages earned. Thus, under Labor Code section 2699(f)(2),
17 Defendants are subject to a civil penalty of \$100 for each aggrieved employee per pay period for the initial
18 violation of Labor Code sections 226(a) and 1198, and \$200 for each aggrieved employee per pay period
19 for each subsequent violation.

20 54. Alternatively, Labor Code section 226.3 provides for a civil penalty in the amount of \$250
21 per violation in an initial citation and \$1,000 for each violation in a subsequent citation, for which the
22 employer fails to provide the employee a wage deduction statement or fails to keep the records required
23 in subdivision (a) of section 226.

24 55. Labor Code section 1174.5 provides for a civil penalty of \$500 for any person employing
25 labor who willfully fails to maintain accurate and complete records required by subdivision (d) of section
26 1174.

27 56. Defendants are and were Plaintiffs and aggrieved employees' employers or other person(s)
28 acting either individually or as an officer, agent, or employee of another person(s), who pays or causes to

1 be paid to any employee a wage less than the minimum fixed by an order of the Commission, and, as such,
2 are subject to civil penalties for each underpaid employee pursuant to Labor Code section 1197.1.

3 57. Labor Code section 1197.1 imposes upon Defendants for each initial violation of Labor
4 Code section 1197 by paying or causing an employee to be paid less than the minimum wage, a civil
5 penalty of \$100.00 for each underpaid employee for each pay period for which the employee is underpaid.
6 Furthermore, Labor Code section 1197.1 imposes upon Defendants for each subsequent violation a civil
7 penalty of \$250.00 for each underpaid employee for each pay period for which the employee was
8 underpaid.

9 58. Defendants are and were Plaintiffs and other aggrieved employees' employers, or persons
10 acting on their behalf, within the meaning of Labor Code section 558, who violated or caused to be
11 violated, a section of Part 2, Chapter 1 of the Labor Code or any provision regulating hours and days of
12 work in any IWC Wage Order and, as such, are subject to civil penalties for each underpaid employee as
13 set forth in Labor Code section 558.

14 59. Pursuant to Labor Code section 558, Defendants are subject to a civil penalty of \$50.00 for
15 an initial violation of Labor Code sections 510 and 512, for each aggrieved employee, for each pay period
16 for which the aggrieved employee was not provided with a timely off-duty 30-minute meal period and all
17 overtime wages for all hours worked, as alleged herein. Furthermore, Labor Code section 558 imposes
18 upon Defendants for each subsequent violation of Labor Code sections 510 and 512 a civil penalty of
19 \$100.00 for each aggrieved employee for each pay period for which the aggrieved employee was not
20 provided with a timely off-duty 30-minute meal period and all overtime wages for all hours worked, as
21 alleged herein.

22 60. Labor Code section 558 also imposes upon Defendants for each initial violation of the
23 Hours and Days of Work section of the applicable IWC Wage Order a civil penalty of \$50.00 for each
24 aggrieved employee for each pay period for which the aggrieved employee was not provided with a paid
25 uninterrupted 10-minute rest period, as alleged herein. Furthermore, Labor Code section 558 imposes
26 upon Defendants for each subsequent violation of the Hours and Days of Work section of the applicable
27 IWC Wage Order a civil penalty of \$100.00 for each aggrieved employee for each pay period for which
28 the aggrieved employee was not provided with a paid uninterrupted 10-minute rest period, as alleged

herein.

61. For bringing this action, Plaintiffs are additionally entitled to attorney's fees and costs incurred herein.

62. Plaintiffs seeks to recover civil penalties on behalf of themselves and other aggrieved employees for Defendants' violations of the Labor Code, including but not limited to Defendants' violations of Labor Code sections 201, 202, 204, 223, 226(a), 226.7, 510, 512, 1174(d), 1197, and 1198, pursuant to Labor Code section 2698, *et seq.* The exact amount of the applicable penalties is in an amount to be shown according to proof at trial and within the jurisdictional limitations of this Court.

WHEREFORE, Plaintiffs pray for relief as hereinafter requested.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for judgment against Defendants as follows:

- a. For reasonable attorney fees, cost of suit, and interest to the extent permitted by law, including pursuant to Code of Civil Procedure Section 1021.5 and the Private Attorneys General Act, Labor Code Sections 2698, *et seq.*;
- b. For civil penalties to the extent permitted by law pursuant to the California Labor Code under the Private Attorneys General Act;
- c. For reasonable attorney's fees and costs of suit to the extent permitted by law, including those pursuant to Labor Code sections 2699; and
- d. For an award of such other and further relief as this Court deems proper and just.

Respectfully submitted,

Dated: December 10, 2021

GRAHAMHOLLIS APC

By: 

GRAHAM S.P. HOLLIS
VILMARIE CORDERO
HALI M. ANDERSON
ERIK A. DOS SANTOS
Attorneys for Plaintiffs

EXHIBIT A

August 17, 2021

Attorneys at Law

3555 Fifth Avenue Suite 200
San Diego, California 92103
619.692.0800 voice
619.692.0822 fax

www.grahamhollis.com

Erik Dos Santos
edosantos@grahamhollis.com
619.906.4026 direct

VIA ONLINE ELECTRONIC FILING

California Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

CERTIFIED MAIL (RETURN RECEIPT)

Security Industry Specialists, Inc.
6071 Bristol Pkwy
Culver City, CA 90230

Security Industry Specialists, Inc.
c/o CSC- Lawyers Incorporating Service
2710 Gateway Oaks Drive, Suite 150N
Sacramento, California 95833

Re: **Buenaventura Santiago III, Joshua Garrido, and Gary
Banuelos's Wage and Hour Claims Against Security
Industry Specialists, Inc.**

Dear California Labor and Workforce Development Agency and Security
Industry Specialists, Inc.:

Please be advised that Buenaventura Santiago III, Joshua Garrido, and Gary Banuelos ("Claimants") have retained our firm, **GrahamHollis APC**, to represent them for various claims against Security Industry Specialists, Inc. (the "Company").

This letter shall serve as Claimants' written notice to the California Labor and Workforce Development Agency ("LWDA") and the Company of the alleged California Labor Code ("Labor Code") violations the Company committed against him and all other current or former exempt who worked for the Company in California during the relevant statutory period and should have been classified as non-exempt employees. Claimants provide this notice, which includes the facts and theories to support his Labor Code violations alleged

Graham S.P. Hollis

Vilmarie Cordero

Nathan Reese

Hali Anderson

David Lin

Erik Dos Santos

Alex Kuner

Monique Rodriguez

Ridgeway Woulfe

Xavier Calvachi

Alyssa Smith

*Provisionally Licensed Lawyer

herein, in accordance with the Private Attorneys General Act of 2004 (codified in Labor Code §§ 2698 *et seq.*, “PAGA”), Labor Code § 2699.3.

Pursuant to Labor Code § 2699(a), and by way of this letter, Claimants intends to represent all current” or former employees of the Company in California who were misclassified as exempt employees (“Aggrieved Employees”). All Aggrieved Employees, including Claimants, are believed to have suffered at least one of the Labor Code violations described herein.

FACTUAL BACKGROUND

Security Industry Specialists, Inc. (the “Company”) is an international security company specializing in a range of contracted security functions including physical security, operation of global security operations centers, and executive protection. The Company also offers clients a security training program, a brand and content creation team, and a software development department. The Company has domestic corporate offices in California, Washington, Florida, and New York. The Company has international corporate offices in Mexico and Brazil. The Company is organized in the state of California and has its headquarters located in Culver City, CA.

Claimants worked and/or continue to work for the Company as a Shift Supervisors (“SS”) As an SS, Claimants’ job duties included covering security posts, post reviews, specialists inspections, emergency response, client liaison, post order compliance reviews, scheduling, training, and special projects as assigned, among other duties. Claimant was also expected to visit a minimum of 4 to 5 post locations per day, documenting visits and persons contacted. As a SS, Claimants were improperly classified as exempt employees, earning a weekly salary.

Claimant contends that during the relevant time period, the Company employed, and continues to employ, other Aggrieved Employees in various exempt positions who earned a salary and regularly worked at least eight hours per day and/or forty hours per week. Upon information and belief, all policies, practices, procedures, and/or guidelines of the Company applicable to Claimants were also applicable to all other Aggrieved Employees.

Claimants allege that the Company denied, and continues to deny, Claimants and other Aggrieved Employees the specific rights afforded to them under the Labor Code and the applicable Industrial Welfare Commission (“IWC”) Wage Order. Specifically, the Company failed, and continues to fail, to timely pay all minimum, regular, and/or overtime wages to all Aggrieved Employees, including Claimants; failed, and continues to fail, to provide Claimants and other Aggrieved Employees with legally compliant meal and/or rest periods and/or pay them compensation in lieu thereof; failed to timely pay Aggrieved Employees all wages due and owing upon separation of employment and/or pay the required waiting time penalties; failed, and continues to fail, to furnish all Aggrieved Employees, including Claimants, with accurate itemized wage statements; and failed, and continues to fail, to maintain accurate employment

records. Claimants further allege that the Company purposefully misclassified them and other Exempt Employees as “exempt” employees when in fact Claimants and other Exempt Employees should have been classified as “non-exempt” employees.

Claimants contend that the Company had, and continues to have a policy, practice, procedure, guideline and/or culture of willfully misclassifying Claimants and, on information and belief, other Exempt Employees as exempt employees for its own benefit. As a SS, Claimants’ job duties with the Company should have primarily consisted of managerial or administrative related tasks. However, in practice, Claimants and other Exempt Employees were required and expected to perform primarily non-managerial tasks, such as doing all tasks delegating to them by their direct supervisors, perform duties of non-exempt security guards, and standing posts for other Security Guards. Consequently, Claimants and, on information and belief, other Exempt Employees, performed non-exempt duties more than 50% of the time they spent working for the Company. It necessarily follows that Claimants and other Exempt Employees spent less than 50% of their working time engaged in exempt duties. Accordingly, at all times, Claimants and other Exempt Employees should have been classified as non-exempt employees and should have received the rights and protections afforded by the California Labor Code and the applicable IWC Wage Order.

The Company failed to provide Claimants and other aggrieved employees with 30-minute, off-duty, uninterrupted meal periods before the end of the fifth hour of work. Because Claimants and Aggrieved Employees were misclassified as exempt employees, and thus, as a result, were not provided a 30-minute, off-duty, uninterrupted meal period before the end of the fifth hour of work. In addition, when Claimants and Aggrieved Employees did receive meal breaks, Claimants and Aggrieved Employees were required to remain on-duty and respond to their cell phones and walkie talkies. As a result, Claimants and Aggrieved Employees were routinely interrupted during their meal breaks.

The Company also failed to provide Claimants and, on information and belief, other aggrieved employees with compliant ten-minute, off-duty rest periods for every four hours of work, or major fraction thereof. Claimants and Aggrieved Employees were misclassified as exempt employees, and thus, as a result, were not provided with compliant ten-minute, off-duty rest periods for every four hours of work, or major fraction thereof. For the same reasons as meal breaks, Claimants and Aggrieved Employees were required to remain on-duty during their rest breaks and were routinely interrupted breaks.

As a result, the Company had, and continues to have, a policy, practice, procedure, guideline, and/or culture of failing to timely pay premium wages for all non-compliant meal and/or rest periods. Because the Company misclassified Claimants and other Aggrieved Employees as exempt employees, the Company failed to provide meal and rest breaks. Thus, Claimants and other Aggrieved Employees did not receive legally compliant meal and/or rest periods, and the Company did not pay Claimants and, on information and belief, other Aggrieved Employees the additional one hour of pay at the employee’s regular rate of pay as required under

Labor Code § 226.7 and the applicable IWC Wage Order. Therefore, the Company owes Claimants and, on information and belief, other Aggrieved Employees a meal and/or rest period premium for each workday that Claimant and other Aggrieved Employees were not provided with a legally compliant meal and/or rest period.

Furthermore, as a direct result of the Company's scheme of purposefully misclassifying Claimants and other Aggrieved Employees as exempt employees, the Aggrieved Employees did not receive proper protections and benefits of the laws governing the compensation for minimum wages, regular wages, and overtime wages. The Company improperly paid Claimants and other Aggrieved Employees a salary and failed to timely pay them for hours worked more than eight hours per day and/or more than forty hours per week. As a result, the Company has failed to timely pay all minimum, regular, and/or overtime wages for all time actually worked.

Because the Company misclassified Claimants and other Aggrieved Employees as exempt employees, the Company also failed to maintain accurate records reflecting all of Claimant's and Company Employees' time worked, meal and rest periods that were missed, and meal and rest premiums owed, in violation of California law.

Furthermore, because the Company misclassified Claimants and other Aggrieved Employees as exempt employees, the wage statements provided to Claimants and Aggrieved Employees' fail to list the correct applicable hourly rates and the corresponding number of hours worked at each rate, the one hour additional rate of regular pay for not taking compliant meal and/or rest breaks, the correct amount of gross and net wages earned, and the total hours worked.

Because the Company misclassified Claimants and other Aggrieved Employees as exempt employees, the Company also did not pay Claimants and, on information and belief, other Aggrieved Employees all wages due and payable during and upon separation of employment, including minimum, regular, and overtime wages for all hours worked, and meal and rest premium wages, as required pursuant to Labor Code §§ 201, 202, and 204.

Also, in a separate, but not necessarily mutually exclusive, alternative theory of liability, Security Industry Specialists, Inc., and its managers, are liable for the PAGA civil penalties under Labor Code § 558 as "other person(s)" who caused the violations alleged herein. See *Atempa v. Pedrazzani* (2018) 27 Cal.App.5th 809, 820 ("if there is evidence and a finding that a party other than the employer 'violates, or causes to be violated' the overtime laws (§ 558(a)), or 'pays or causes to be paid to an employee' less than minimum wage (§ 1197.1(a)), then that party is liable for certain civil penalties regardless of the identity or business structure of the employer"); see also *Moua v. IBM* (N.D. Cal. 2019) 2019 U.S. Dist. LEXIS 40851 (holding the same).

Due to the foregoing Labor Code violations, the Company denied, and continues to deny, Claimants and other Aggrieved Employees certain rights afforded them under the Labor Code

and the applicable IWC Wage Order. Claimants make these claims against the Company on behalf of himself and all other Aggrieved Employees.

All facts, claims and/or legal theories contained within this written notice are alleged and/or asserted on behalf of Claimants and all other Aggrieved Employees. The facts and/or claims contained in this written notice are based on information available at the time of this writing. Since Claimants' investigation is ongoing, Claimants reserves their rights to assert any and all related facts, claims, and/or theories discovered after the sending of this letter on behalf of themselves and other current or former Aggrieved Employees against the Company and/or other persons that may be discovered after the sending of this letter. Such other persons include, but are not limited to, those persons who have acted as an agent, subsidiary, servant, employee, co-conspirator, alter-ego, and/or joint venture of the Company, as well as those persons who caused and/or concurrently contributed to the various acts and/or admissions of each and every one of the others, including the Company, in proximately causing the Labor Code violations, wrongful conduct, harm, and/or damages alleged herein or otherwise participated in or ratified any or all of the acts and/or omissions complained of herein, and those who were acting within the authority and/or scope of the Company. Claimants reserve the right to revise these facts and/or add any new claims by amending this letter and/or by adding facts and/or claims to his civil complaint.

WILLFUL MISCLASSIFICATION OF INDIVIDUALS AS EXEMPT EMPLOYEES

(Labor Code §§ 226.8(a) and 226.8(c))

Section 1 of the applicable IWC Wage Order provides the requirements necessary in determining whether an employee's duties qualify for an exemption from the protections afforded in Sections 3 through 12 of the Order. According to the IWC Wage Order, an exempt employee means any employee "[w]ho is primarily engaged in duties which meet the test of the exemption." Section 2 of the IWC Order defines "primarily" to mean more than one-half the employee's work time.

The IWC Order further provides,

"[e]xempt work shall include, for example, all work that is directly and closely related to exempt work and work which is properly viewed as a means for carrying out exempt functions. The work actually performed by the employee during the course of the workweek must, first and foremost, be examined and the amount of time the employee spends on such work, together with the employer's realistic expectations and the realistic requirements of the job, shall be considered in determining whether the employee satisfies this requirement."

Accordingly, to determine whether employees are properly classified as exempt employees, courts evaluate the realistic requirements of a job, as opposed to the job description. See *Ramirez v. Yosemite Water Co.* (1999) 20 Cal.4th 785, 802. Substantial consideration is afforded to how an employee actually spends his time working. *Id.* Only where an employee spends more than 50% of his time working on exempt duties is he appropriately deemed an exempt employee. See e.g. *Ramirez v. ISB Mehta Corp.* (2017) Calif. Ct. App., No. H042072 (holding that a restaurant manager who spent less than 50 percent of his workweek on non-exempt tasks is an exempt employee under California law).

Labor Code § 226.8(a) makes it unlawful for an employer to willfully misclassify an individual as an exempt employee. Where an employer has engaged in, or is engaging in, a pattern or practice of willfully misclassifying individuals as exempt employees, Labor Code § 226.8(c) requires the employer to pay a civil penalty of no less than ten thousand dollars, and up to and including twenty-five thousand dollars, in addition to any other legally permitted penalties.

As set forth above, the Company violated the Labor Code by willfully misclassifying Claimants and other Aggrieved Employees as exempt employees. Claimants and, on information and belief, other members of the Exempt Class spent more than 50% of their work time on non-exempt duties and thus were non-exempt employees within the definition of the IWC Wage Order.

Claimants will pursue all available remedies for the Company's violations on behalf of themselves and aggrieved employees to the extent allowed by law.

FAILURE TO TIMELY PAY ALL MINIMUM, REGULAR, AND/OR OVERTIME WAGES

(Labor Code §§ 204, 210, 510, 1194, 1197, 1197.1, 1198 and 1199, and the "Minimum Wages" and "Hours and Days of Work" sections of the applicable IWC Wage Order)

Labor Code § 204 establishes an employee's fundamental right in the state of California to be paid wages in a timely manner for their work. Specifically, Labor Code § 204(a) states that all wages earned are due and payable twice during each calendar month on days designated in advance by the employer as regular pay days. Overtime wages are to be paid no later than the payday for the next regular payroll period. (Labor Code § 204(b)(1).) Labor Code § 1197 states, "[t]he minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a lower wage than the minimum so fixed is unlawful." (See *Gonzalez v. Downtown LA Motors, LP* (2013) 215 Cal. App. 4th 36, 44 [providing that an employer may not pay "less than the applicable minimum wage for all hours worked in the payroll period, whether the remunerations is measured by time, piece, commission, or otherwise"].) The "Minimum Wages" section of the applicable IWC Wage Order further provides that "[e]very employer shall pay to each employee, on the established payday for the

period involved, not less than the applicable minimum wage for all hours worked in the payroll period, whether the remuneration is measured by time, piece, commission, or otherwise.”

Labor Code § 1198 states,

[t]he maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.

Labor Code § 1199 imposes “a fine of not less than one hundred dollars (\$100)” for any employer who violates the provisions set forth in Labor Code § 1198.

Labor Code § 510(a), which codifies an employee’s right to overtime compensation, provides:

Eight hours of labor constitutes a day’s work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.

The “Hours and Days of Work” and “Minimum Wages” sections of the applicable IWC Wage Order mandate the same requirements as Labor Code § 510. Under California law, an employee may not waive his or her right to overtime compensation. (*Early v. Superior Court* (2000) 79 Cal. App. 4th 1420, 1430.)

Labor Code § 1197.1 states,

[a]ny employer or other person acting either individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local law or by an order of the commission shall be subject to a civil penalty, restitution of wages, liquidated damages payable to the employee, and any applicable penalties imposed pursuant to Section 203...

Labor Code § 1194(a) provides:

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

Labor Code § 1194.2 allows for the recovery of liquidated damages in an amount equal to the minimum wages unlawfully unpaid and interest thereon.

Labor Code § 210 states that, "every person who fails to pay the wages of an employee as provided in Section...204...shall be subject to a civil penalty" of \$100 for an initial violation and \$200 plus 25% of the amount unlawfully withheld for a subsequent violation.

As set forth above, the Company has a policy, practice, procedure, guideline, and/or culture of failing to timely pay all minimum, regular, and/or overtime wages to Claimants and, on information and belief, other Aggrieved Employees for all hours actually worked. Therefore, the Company failed to pay at least minimum wages, contractual wages and/or the legal overtime compensation for these hours Claimants and other Aggrieved Employees worked.

Claimants will pursue all available remedies against the Company for its violations of the Labor Code on behalf of themselves and all other Aggrieved Employees to the extent permitted by law.

**FAILURE TO PROVIDE LEGALLY COMPLIANT MEAL PERIODS
AND/OR COMPENSATION IN LIEU THEREOF**

(Labor Code §§ 204, 226.7 and 512, and the "Meal Periods" section of the applicable IWC Wage Order)

Labor Code § 512(a) provides:

An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual

consent of the employer and the employee only if the first meal period was not waived.

In pertinent part, the “Meal Periods” section of the applicable IWC Wage Order states:

(A) No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day's work the meal period may be waived by mutual consent of the employer and the employee....

(B) An employer may not employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

(C) Unless the employee is relieved of all duty during a 30-minute meal period, the meal period shall be considered an “on duty” meal period and counted as time worked. An “on duty” meal period shall be permitted only when the nature of the work prevents an employee from being relieved of all duty and when by written agreement between the parties an on-the-job paid meal period is agreed to....

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

A meal period generally comports with the requirements of California law if the employee has at least 30 minutes uninterrupted and the employee is relieved of any and all duty and is free to leave the premises during such time. (*Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1036.) California law further prohibits employers from “...undermining [its] formal policy of providing meal breaks by pressuring employees to perform their duties in ways that omit breaks.” (*Id.* at 1040 [internal citations omitted].)

Pursuant to Labor Code § 226.7(c),

[i]f an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided.

Labor Code § 204 establishes an employee's fundamental right in the state of California to be paid wages in a timely manner for their work. Premium wages under Labor Code § 226.7 are wages that are due payable in accordance with the Labor Code § 204. (*Murphy v. Kenneth Cole Productions, Inc.* (2007) 40 Cal.4th 1094, 1103-1114.)

As set forth above, the Company failed to provide Claimants and, on information and belief, other Aggrieved Employees with the opportunity to take uninterrupted, off-duty meal periods of at least 30-minutes before the start of their sixth (6th) hour of work and/or a second off-duty 30-minute meal period when they worked in excess of ten (10) hours. Consequently, Claimant and other Aggrieved Employees are entitled to receive one-hour of premium wages for each day a compliant meal period was not provided.

Claimants will pursue all available remedies against the Company for its violations of the Labor Code on behalf of himself and all Aggrieved Employees to the extent permitted by law.

**FAILURE TO PROVIDE LEGALLY COMPLIANT REST PERIODS
AND/OR COMPENSATION IN LIEU THEREOF**

(Labor Code §§ 204 and 226.7, and the "Rest Periods" section of the applicable IWC Wage Order)

The "Rest Periods" section of the applicable IWC Wage Order provides:

(A) 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 of net rest time per four (4) hours or major fraction thereof. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 ½) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.

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

During rest periods, California law requires employers to relinquish all control over their employees and relieve their employees of all duties. (*Augustus v. ABM Security Services, Inc.* (2016) 2 Cal.5th 257, 273.)

In pertinent part, Labor Code § 226.7 states:

(b) An employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health.

(c) If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for workday that the meal or rest or recovery period is not provided.

Labor Code § 204 establishes an employee's fundamental right in the state of California to be paid wages in a timely manner for their work. Premium wages under Labor Code § 226.7 are wages that are due payable in accordance with the Labor Code § 204. (*Murphy, supra*, 40 Cal.4th at 1103-1114.)

As discussed herein, the Company failed to authorize and permit Claimants and, on information and belief, other Aggrieved Employees to take an off-duty, uninterrupted rest period of at least 10-minutes for every four hours worked or major fraction thereof. Therefore, Claimants and other Aggrieved Employees are entitled to receive one-hour of premium wages for each day a legally compliant rest period was not provided.

Claimants will pursue all available remedies against the Company for its violations of the Labor Code on behalf of themselves and all Aggrieved Employees to the extent allowed by law.

FAILURE TO MAINTAIN ACCURATE RECORDS

(Labor Code §§ 226(a), 226 (e)(1), 1174, 1174.5, 1198, and the “Records” section of the applicable IWC Wage Order)

Labor Code § 1174 states,

[e]very person employing labor in this state shall... [k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. See also Labor Code §226 (a).

The “Records” section of the applicable IWC Wage Order states that every employer shall keep accurate information with respect to each one of its employees, including time records showing when the employee begins and ends each work period, meal period, total daily hours worked, total wages paid each payroll period, total hours worked in the payroll period, and applicable rates of pay.

Labor Code § 1174.5 imposes a civil penalty of \$500 for an employer’s failure to maintain accurate and complete records. This civil penalty is in addition to the civil penalty of \$100 per pay period, per aggrieved employee that would be imposed pursuant to Labor Code § 2699 for a violation of Labor Code § 1174(d).

Labor Code § 226(e)(1) provides,

[a]n employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) [of Labor Code § 226] is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand (\$4,000), and is entitled to an award of costs and reasonable attorney’s fees.

As set forth above, the Company failed to keep accurate records. Claimants will pursue all available remedies for the Company’s violations on behalf of himself and other aggrieved employees to the extent allowed by law.

FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

(Labor Code §§ 226, 226.3, 246, 1198, and the “Records” section of the applicable IWC Wage Order)

Labor Code § 226(a) states in pertinent part that every employer shall provide an accurate, itemized wage statement in writing with respect to each of its employees 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 subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission, ... (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, ... (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer..., and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

Labor Code § 226(e) imposes a penalty of the greater of all actual damages or \$50 for the initial pay period in which a violation occurs and \$100 per employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of \$4,000, and Claimant is entitled to an award of costs and reasonable attorney’s fees. Labor Code § 226.3 imposes an additional civil penalty on the employer of \$250 per employee per violation of Labor Code § 226(a) in an initial citation and \$1,000 per employee for each violation in a subsequent citation.

Labor Code § 246(i) provides that,

[a]n employer shall provide an employee with written notice that sets forth the amount of paid sick leave available, or paid time off leave an employer provides in lieu of sick leave, for use on either the employee’s itemized wage statement described in Section 226 or in a separate writing provided on the designated pay date with the employee’s payment of wages.

The penalties described in this article for a violation of this subdivision shall be in lieu of the penalties for a violation of § 226.

The “Records” section of the applicable IWC Wage Order states that,

[e]very employer shall semimonthly or at the time of each payment of wages furnish each employee, either as a detachable part of the check, draft, or voucher paying the employee’s wages, or separately, an itemized statement in writing showing: (1) all deductions; (2) the inclusive dates of the period for which the employee is paid; (3) the name of the employee or the employee’s social security number; and (4) the name of the employer, provided all deductions made on written orders of the employee may be aggregated and shown as one item.

As set forth above, the Company failed to provide Claimants and other Aggrieved Employees with accurate wage statements. The wage statements fail to list the correct applicable hourly rates and the corresponding number of hours worked at each rate, the one hour additional rate of regular pay for not taking compliant meal and/or rest breaks, and the correct amount of gross and net wages earned, and the total hours worked, as required under Labor Code section 226.

FAILURE TO TIMELY PAY ALL WAGES DUE

(Labor Code §§ 201, 202, 203, 204, 210, and the “Minimum Wages” section of the applicable IWC Wage Order)

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

Labor Code § 202 states, in pertinent part,

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

Labor Code § 203(a) states, in pertinent part,

[i]f an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.3, 201.5, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an

action therefore is commenced; but the wages shall not continue for more than 30 days.

Labor Code § 204(a) states in pertinent part, “[a]ll wages...earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays.”

Furthermore, Labor Code § 204(b)(1) states, “all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.”

Labor Code § 210 provides that, “every person who fails to pay the wages of an employee as provided in Section...204...shall be subject to a civil penalty” of \$100 for an initial violation and \$200 plus 25% of the amount unlawfully withheld for a subsequent violation.

The “Minimum Wages” section of the applicable IWC Wage Order also states that “[e]very employer shall pay to each employee, on the established payday for the period involved, not less than the applicable minimum wage for all hours worked in the payroll period, whether the remuneration is measured by time, piece, commission, or otherwise.”

As set forth above, the Company failed to pay Claimants and other Aggrieved Employees all minimum, regular, and overtime wages or all meal and rest period premium wages that they were owed within the required time during their employment. Furthermore, the Company failed to pay Claimants all wages owed at the time of termination of his employment. As a result of the Companies’ failure to comply with the aforementioned Labor Code provisions, the Company owes waiting time penalties. Claimants will pursue all available remedies for the Company’s violations on behalf of herself and other aggrieved employees to the extent allowed by law.

ATTORNEY’S FEES, COSTS, INTEREST, LIQUIDATED DAMAGES, AND PENALTIES

(Labor Code sections 210, 218.5, 218.6, 225.5, 226(e), 248.5, 558, 1194, 1194.2, 1197.1, 2802, and 2699, *et seq.*)

Pursuant to Labor Code section 2699, *et seq.*, an aggrieved employee is entitled to 25% of the penalty assessment, which is \$100 for the first violation and \$200 for each subsequent violation. Accordingly, the Company is liable for these items in addition to the unpaid wages. Claimant has already incurred actual damages, costs and attorney’s fees and he will continue to incur costs as a result of the Company’s unlawful actions. Claimants will pursue all available remedies, including those provided by PAGA, for these violations on behalf of herself and other aggrieved employees.

CONCLUSION

Based on the foregoing, the Company has violated the Labor Code and the applicable IWC Wage Order, thereby depriving Claimants and other Aggrieved Employees of the rights and

protections afforded to them. Claimants have satisfied the prerequisites of the PAGA to serve as a representative of all Aggrieved Employees, the general public, and the state of California in order to enforce California labor laws and to seek civil penalties for the provisions set forth herein, as well as those which may be later discovered.

Accordingly, if the LWDA declines to intervene or act within the time prescribed by the PAGA, Claimants may elect to initiate and/or amend a civil action, on behalf of themselves and all other Aggrieved Employees, as permitted by the PAGA.

Very truly yours,

A handwritten signature in black ink, appearing to read "Erik Dos Santos", with a stylized flourish at the end.

Erik Dos Santos

EDS/MV

Magdalena Valdez

From: noreply@salesforce.com on behalf of LWDA DO NOT REPLY <lwdadonotreply@dir.ca.gov>
Sent: Tuesday, August 17, 2021 1:24 PM
To: Magdalena Valdez
Subject: Thank you for submission of your PAGA Case.

8/17/2021

LWDA Case No. LWDA-CM-841694-21

Law Firm : GrahamHollis APC

Plaintiff Name : Buenaventura Santiago III, Joshua Garrido, Gary Banuelos

Employer: Security Industry Specialists, Inc.

Filing Fee : \$75.00

IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

Magdalena Valdez

From: noreply@salesforce.com on behalf of LWDA DO NOT REPLY <lwdadonotreply@dir.ca.gov>
Sent: Tuesday, August 17, 2021 1:24 PM
To: Magdalena Valdez
Subject: State of California - Department of Industrial Relations Customer Receipt / Purchase Confirmation

Thank you for your payment.

Order Information

Merchant: State of California - Department of Industrial Relations

Case Number: LWDA-CM-841694-21

Order Number: ORD-000131372

Total:\$75.00

Card Type: Visa

Date: 8/17/2021

Billing Information

Name: Graham Hollis

Email: mvaldez@grahamhollis.com

Billing Address:

3555 Fifth Ave, Suite 200

San Diego, California

92103

Electronic Delivery Confirmation™

USPS CERTIFIED MAIL™

GrahamHollis APC
3555 5TH AVE STE 200
SAN DIEGO CA 92103-5057

USPS CERTIFIED MAIL



9414 8118 9876 5808 9198 00

Security Industry Specialists Inc.
CO CSC - Lawyers Incorporating Service
2710 GATEWAY OAKS DR STE 150N
SACRAMENTO CA 95833-3502

\$6.95 US POSTAGE
FIRST-CLASS
Aug 17 2021
Mailed from ZIP 92103
4 oz First-Class Mail Flats Rate

11923275



062S0012913542



Reference	35012-00001 SANTIAGO SECURITY INDUSTRY MV
USPS #	9414811898765808919800
USPS Mail Class	Certified with Return Receipt (Signature)
USPS Status	Your item was delivered at 10:49 am on August 20, 2021 in SACRAMENTO, CA 95813.
USPS History	Out for Delivery, 08/20/2021, 10:30 am, SACRAMENTO, CA 95833 Arrived at Post Office, 08/20/2021, 10:19 am, SACRAMENTO, CA 95813 Departed USPS Regional Destination Facility, 08/19/2021, 6:04 pm, SACRAMENTO CA DISTRIBUTION CENTER Arrived at USPS Regional Destination Facility, 08/19/2021, 8:41 am, SACRAMENTO CA DISTRIBUTION CENTER In Transit to Next Facility, 08/18/2021 Arrived at USPS Regional Origin Facility, 08/17/2021, 9:17 pm, SAN DIEGO CA DISTRIBUTION CENTER Accepted at USPS Origin Facility, August 17, 2021, 8:02 pm, SAN DIEGO, CA 92103

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Date Verified: 08/21/2021 (UTC)



August 25, 2021

Dear Reference 35012 00001 SANTIAGO SECURITY INDUSTRY MV:

The following is in response to your request for proof of delivery on your item with the tracking number:
9414 8118 9876 5808 9198 00.

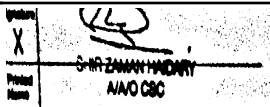
Item Details

Status:	Delivered
Status Date / Time:	August 20, 2021, 10:49 am
Location:	SACRAMENTO, CA 95813
Postal Product:	First-Class Mail®
Extra Services:	Certified Mail™ Return Receipt Electronic
Recipient Name:	Industry Specialists Inc

Shipment Details

Weight:	4.0oz
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Recipient Signature

Signature of Recipient:	
Address of Recipient:	

Note: Scanned image may reflect a different destination address due to Intended Recipient's delivery instructions on file.

Thank you for selecting the United States Postal Service® for your mailing needs. If you require additional assistance, please contact your local Post Office™ or a Postal representative at 1-800-222-1811.

Sincerely,
United States Postal Service®
475 L'Enfant Plaza SW
Washington, D.C. 20260-0004

EXHIBIT B

FERRARO VEGA

SAN DIEGO EMPLOYMENT LAWYERS

Lauren N. Vega
lauren@ferrarovega.com

August 31, 2021

**NOTICE OF LABOR CODE VIOLATIONS
CALIFORNIA LABOR CODE SECTIONS 2698 *et seq.***

PAGA NOTICE/FEE VIA ONLINE FILING

California Labor and Workforce Development Agency

PAGA NOTICE VIA EMAIL & CERTIFIED U.S. MAIL

Security Industry Specialists, Inc.
6071 Bristol Parkway
Culver City, California 90230

Dear Labor Enforcement Officer and Company Representatives:

This letter serves as written notice on behalf of DUB PERKINS (“Claimant Perkins”), BRANDON ROBERTS (“Claimant Roberts”), and RONALD KORZEC’S (“Claimant Korzec”) (collectively, “Claimants”) under California Labor Code section 2699.3 of prior and ongoing violations of the California Labor Code and Industrial Welfare Commission (“IWC”) Wage Orders committed by SECURITY INDUSTRY SPECIALISTS, INC. (“Defendant”).

If the California Labor and Workforce Development Agency (“LWDA”) does not investigate the facts, allegations and violations set forth in this notice within the statutorily-prescribed time period under Labor Code section 2699.3, Claimants intend to seek and recover civil penalties on behalf of Claimants, the State of California, and all other aggrieved employees of Defendant under Labor Code section 2698, *et seq.* for all Labor Code violations committed by Defendant. *See e.g., Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th 745.

FACTUAL STATEMENT

Defendant provides security for events, retail locations, and various companies. Defendant also employs security guards for executive protection, special events, loss prevention, uniformed services, and risk/threat assessment.

Claimant Perkins was employed by Defendant as a Shift Supervisor from August 7, 2020 to June 2, 2021. Upon hire, Claimant Perkins was informed that he would be paid a “salary” and that he was exempt. Defendant misclassified Claimant Perkins as an exempt employee because he did not meet the duties of an exempt employee and Defendant failed to observe the salary basis required for the exemption to apply. During some weeks, Claimant Perkins was paid a “salary” for 40 hours of work (although he worked well over 40 hours). If Claimant Perkins worked less than his scheduled hours in a workweek, he was paid on an hourly basis for those hours (rather than a “salary”). Thus, Claimant Perkins was never actually an exempt employee because he was paid based on hours worked and not on a salary basis. Defendant paid other supervisors in the same manner. Claimant Perkins and these other supervisors are thus non-exempt employees under California law based on how they were paid, and Defendant is liable for their misclassification as exempt employees.

Claimant Roberts was employed by Defendant from November 2019 to approximately June 15, 2021. During his employment he worked as a Shift Supervisor and a Security Specialist (guard). Similar to Claimant Perkins, when he worked as a Shift Supervisor, he was informed that he would be paid a “salary” but was misclassified as exempt and not paid overtime or provided the necessary meal and rest periods, among other violations. Claimant Roberts would also be paid on an hourly basis based on his *scheduled* hours (rather than a salary) when he worked less than a certain number of hours. While he was a Shift Supervisor, Claimant Roberts was also required to clock in for the start of his shift.

Claimant Korzec was employed by Defendant as a Security Specialist (guard) from February 14, 2020 to April 15, 2021. He was paid on an hourly basis throughout his employment.

Through this notice, Claimants inform the LWDA of the Labor Code violations set forth herein. The aggrieved employees who Claimants seek to represent include the following individuals:

All current and former employees (exempt and non-exempt) who worked for Defendant in the State of California during one-year period preceding the date of this notice through the current date and the date of final judgment in any pending action (the “aggrieved employees” and the “PAGA Period”).

The aggrieved employees include all non-exempt employees and Shift Supervisors who were misclassified as exempt.

Claimants seek all recoverable civil penalties for Defendant's violations and reserve the right to supplement this notice as further investigation is completed and further facts, witnesses, and violations are uncovered which will relate back to the core nucleus of allegations set forth herein.

Violation of Labor Code §§ 515, 558, § 4 of IWC Wage Order 5 – Misclassification and Violation of Salary Basis

Defendant violated Labor Code section 515 and Wage Order 4 by misclassifying Shift Supervisors as exempt employees and paying them a salary during certain pay periods. Labor Code section 515(a) provides an exemption from overtime for "executive, administrative, and professional employees, if the employee is primarily engaged in the duties that meet the test of the exemption, customarily and regularly exercises discretion and independent judgment" and is paid a minimum monthly *salary* equivalent of twice the minimum wage for full-time employment. Wage Order 4, section 4.1(A) details the "duties" test that employers must satisfy in order to classify an employee as exempt.

Defendant violated Labor Code section 515 and Wage Order 4, section 4.1(A) by classifying Claimant Perkins, Claimant Roberts, and other aggrieved employees as exempt although they did not meet the duties test during every workweek of their employment. Defendant also violated these sections when it paid the aggrieved employees on an hourly basis during the weeks when these employees worked less than the minimum hours expected by Defendant.

To the extent Defendant classified aggrieved employees as salaried, non-exempt, Defendant violated Labor Code section 515(d)(2) by failing to pay such employees for overtime hours.

As a result, Claimants may recover civil penalties on behalf of themselves, the State of California and the aggrieved employees as provided under Labor Code §§ 558 (\$50/\$100), 1197.1 (\$100/\$250) and 2699 (\$100/\$200) per violation per pay period per employee, along with all other civil penalties permitted by law.

Violation of Labor Code §§ 204, 510, 558, 1194, 1197.1, 1198 – Overtime and Minimum Wage Violations

Defendant failed to pay for all hours worked and failed to pay overtime based on the lawful regular rate of pay, in violation of Labor Code sections 204, 510, 558, 1194, 1194.2, 1197, 1197.1 and 1198 and the related sections of the applicable IWC Wage Orders. Claimants and the aggrieved employees were not paid for all hours worked. Claimants and the aggrieved employees were not paid at their lawful overtime rate (i.e., time and a half or double time based on their regular rate of pay) for all overtime hours worked in excess of 8 hours in a workday, 40 hours in a workweek, or for any hours on any seventh consecutive day of work, to the extent Claimants or other aggrieved worked on a seventh consecutive workday or other such hours as further investigation may reveal.

Labor Code section 510 requires “[a]ny work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee;” and “any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee;” and “any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.”

Defendant’s employees were required to work off-the-clock outside of their scheduled shift and during meal periods without compensation. Defendant also engaged in time shaving. **First**, Defendant requires employees to complete various online trainings throughout their employment without compensation. General trainings are completed by all employees. Defendant also requires employees to complete trainings that are specific to clients’ worksites. Employees complete online trainings *prior to* their first scheduled shift and during various times throughout their employment. Records of the trainings and date/time of completion are tracked through Salesforce.

Second, employees were required to participate in meetings off the clock. Defendant had mandatory meetings one to three times each month that some employees were required to attend, but they were not compensated for. Many of these meetings occurred outside employees’ scheduled shifts or on their day off. Employees were also required to attend pass-down meetings where guards starting their shift would receive information about what happened on the prior shift. Employees were not compensated for the portion of the meetings that occurred outside of their scheduled shift hours. This practice discussed in Defendant’s Employee Handbook, which prohibits employees from clocking in 5 minutes *before or after their scheduled shift*. Claimants and the aggrieved employees would arrive (and begin working) anywhere from 10 minutes to one hour prior to the start of their scheduled shift, but were not allowed to clock in until 5 minute prior to the start of their scheduled shift. Aggrieved employees who worked beyond their scheduled end time (e.g., pass downs, travelling to a different location, attending meetings) were not compensated for that time.

Third, at the end of their shifts, Defendant also required some aggrieved employees to prepare reports and/or Mobile Pass Downs without compensation. The reports and Pass Downs were detailed written summaries of all events and major tasks that guards performed during their shifts. Aggrieved employees who were unable to complete the documentation during their scheduled hours would be forced to work off the clock to complete the paperwork because they were not allowed to be clocked in for more than 5 minutes after the end of their scheduled shift.

Fourth, as discussed below, aggrieved employees frequently missed or received non-compliant meal periods. Defendant had a practice of inserting meal periods into time records when none were taken or altering meal period entries to make meal periods appear compliant. Meal

periods were unpaid. As a result, when employees worked or were subject to Defendant's control during a meal period, the work was uncompensated.

Fifth, Defendant failed to pay overtime to aggrieved employees that it misclassified as exempt from overtime.

Finally, if employees clocked in for work more than 5 minutes before or after their scheduled shift, Defendant would alter the employees' time records to comply with Defendant's 5-minute rule. Claimants are informed and believe that Defendant altered employees' time entries after the fact to avoid meal period non-compliance, paying employees for hours outside their scheduled shift, and excessive overtime.

As a result, Claimants may recover civil penalties on behalf of themselves, the State of California and the aggrieved employees as provided under Labor Code §§ 558 (\$50/\$100), 1197.1 (\$100/\$250) and 2699 (\$100/\$200) per violation per pay period per employee, along with all other civil penalties permitted by law.

Violation of Labor Code § 5 of IWC Wage Order 4 – Failure to Pay Reporting Time Pay

Defendant failed to pay Claimants and the aggrieved employees reporting time pay during times when Defendant scheduled employees for a shift and sent them home after less than two hours of work, in violation of section 5 of ICW Wage Order No. 4.

Section 5(a) of IWC Wage Order number 4 requires an employer to pay reporting time pay if an employee shows up for a scheduled shift and is not put to work or is furnished with less than half of the scheduled shift. In this situation, the employer owes the employee reporting time pay in the amount of the greater of two hours or half the scheduled shift length. Section 5(C) requires an employer to pay reporting time pay if an employee is required to report to work for a second time and is furnished with less than two hours of work on the second reporting. In this situation, the employer owes the employee reporting time pay in the amount of the greater of two hours or half the scheduled shift length.

Defendant frequently sent Claimants and the aggrieved employees home early from scheduled shifts that supposed to be 8-12 hours in length. During these times Claimants and the aggrieved employees were furnished with less than half of their scheduled shift, but did not receive reporting time pay.

As a result, Claimants may recover civil penalties on behalf of themselves, the State of California and the aggrieved employees as provided under Labor Code § 558 (\$50/\$100) and 2699 (\$100/\$200) per violation per pay period per employee, along with all other civil penalties permitted by law.

Violation of Labor Code §§ 226.7, 512, § 11 of the IWC Wage Orders – Meal Period Violations

Defendant violated Labor Code sections 226.7 and 512 and section 11 of the IWC Wage Orders, with respect to Claimants and other aggrieved employees by failing to consistently provide lawful meal periods, failing to pay meal period premiums in lieu of such compliant periods, and failing to pay meal period premiums based on the “regular rate of compensation.” Defendant failed to consistently provide timely, off-duty 30-minute meal periods to Claimants and other aggrieved employees within the first five hours of work, and timely second off-duty 30-minute meal periods when they worked shifts of 10 hours or more, in violation of Labor Code sections 226.7, 512 and section 11 of the applicable IWC Wage Orders.

At the time of hire, employees were required to sign on-duty Meal Period Agreements, which state that the nature of work as a security guard prevented employees from being relieved of all duties during the meal period. However, the meal period was unpaid. Every aggrieved employee was required to carry a radio at all times and some were also required to carry a duty phone. Employees were required to monitor and answer the devices at all times. They were not allowed to turn off the radio and/or phone during meal periods and were frequently interrupted. Because of these “on-duty” meal periods, Defendant failed to provide employees with the opportunity to take a 30-minute duty-free meal period (or meal premium in lieu thereof). Claimants and the aggrieved employees also took many of their “meal periods” after the fifth hour of work and were unable to take them sooner because of the demands of work. Claimants also did not receive a second meal period when their shifts exceeded 10 hours. Claimants are informed, believe and allege that these violations are evident based on the records maintained by Defendant. Further, for a portion of the PAGA Period, many of the aggrieved employees were not permitted to enter their own meal period times. This was done by supervisors who were instructed by Defendant to enter meal period times for employees, although the supervisors had no way of knowing if and when an employee took a meal period. This practice resulted in further violations due to the automatic time-deduction/meal period entering practice.

When Defendant did not provide fully-compliant meal periods, Defendant failed to pay Claimants and other aggrieved employees a meal period premium in violation of Labor Code section 226.7. Claimants are informed, believe and allege that Defendant’s policy and practice of not paying meal period premiums is a matter of common corporate policy and payroll administration such that it applies and affected all other aggrieved employees. Claimants also allege that Defendant altered meal period time records to avoid paying meal period premiums. To the extent Defendant paid *any* meal period premiums (in lieu of providing compliant meal periods), Claimants are informed, believe and allege that Defendant did not pay such premiums at each employee’s respective “regular rate of compensation.”

Additionally, aggrieved employees like Claimant Perkins and other supervisors improperly paid with a salary were not afforded lunch break opportunities and were thus deprived of them and entitled to meal period premiums and associated penalties.

As a result, Claimants may recover civil penalties on behalf of themselves, the State of California and the aggrieved employees as provided under Labor Code section 2699 (\$100/\$200) per violation per pay period per employee, along with all other civil penalties permitted by law.

Violation of Labor Code §§ 226.7, 516, § 12 of the IWC Wage Orders – Rest Period Violations

Defendant violated Labor Code sections 226.7, 516, and section 12 of the applicable IWC Wage Orders with respect to Claimants and other aggrieved employees by failing to provide lawful rest periods or rest period premiums at the regular rate of compensation in lieu of such compliant periods.

Defendant failed to authorize or permit ten-minute rest periods for every four hours of work or major fraction thereof as required by Labor Code section 226.7 and 516 and section 12 of the applicable IWC Wage Order. As described above, Claimants and other aggrieved employees were required to carry and respond to a duty phone and/or radio at all times, meaning that they were “on-duty” during their rest periods. Aggrieved employees were not allowed to turn them off during the rest periods and would sometimes have to answer the phone or radio during a rest period. Such rest periods were subject to Defendant’s control and were non-compliant. *See Augustus v. ABM Security Services, Inc.* (2016) 2 Cal.5th 257. Additionally, when aggrieved employees wanted to take a rest period, they were required to do so at a designated break room or their vehicle, which was a 3–5-minute walk away (in each direction). Defendant informed them that their rest period started when they were relieved of duty (not when they arrived to the break room) and that they were required to be back to their designated work area by the end of the rest period. Thus, Claimants and the aggrieved employees were not relieved of duty for a full ten-minute rest period because they had to spend anywhere from 6 to 10 minutes walking to and from a rest period area and that time was counted against their rest period.

When Defendant did not provide a compliant rest period to Claimants or other aggrieved employees, Defendant failed to pay Claimants and other aggrieved employees a rest period premium in violation of Labor Code section 226.7. Defendant never paid a rest period premium to Claimants and the aggrieved employees during their employment, despite their entitlement to compliant rest periods or premiums in lieu of such rest periods.

Additionally, aggrieved employees like Claimant Perkins and other supervisors improperly paid with a salary were not afforded rest break opportunities and were thus deprived of them and entitled to meal period premiums and associated penalties.

As a result, Claimants may recover civil penalties on behalf of themselves, the State of California and the aggrieved employees as provided under Labor Code section 2699

(\$100/\$200) per violation per pay period per employee, along with all other civil penalties permitted by law.

Violation of Labor Code § 2802 – Failure to Reimburse Necessary Expenses

Defendant failed in its affirmative legal obligation to reimburse Claimants and other aggrieved employees for all necessary work-related costs and expenses as a matter of policy and practice in violation of Labor Code section 2802, which states:

An 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, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful.

Defendant required its employees to use their personal devices and vehicles for work-related purposes without reimbursement. Claimants and the aggrieved employees were required to use their personal cell phones (and data/internet), vehicles, and computers for work-related purposes. Claimants and the aggrieved employees were required to complete work and client-related trainings on their personal devices (*i.e.*, cell phone and computer). Some employees used their personal devices and data to complete pass downs (either at home or at work), and respond to work-related phone calls, emails, and text messages. Employees were also required to drive between worksites during the workday, but were not reimbursed for their gas mileage. In direct consequence of their job duties, Claimants and the aggrieved employees unavoidably and necessarily incurred losses, expenditures, costs and expenses that Defendant did not reimburse as a matter of policy and practice. At all relevant times, Defendant were required to comply with the reimbursement mandate of Labor Code section 2802.

It is a matter of undisputed law that California employers must reimburse actual costs incurred and a reasonable percentage of reoccurring costs that are necessarily incurred by an employee at work. *See generally Cochran v. Schwan's Home Service, Inc.* (2014) 228 Cal. App. 4th 1137, 1140. Defendant were fully aware of the nature of necessary costs being incurred by Claimants and the aggrieved employees. To the extent Defendant argue that the expenses were reimbursable only upon request and preapproval, Labor Code section 2802's mandate is absolute: the element of constructive knowledge "does not appear in the statute" and written policies or handbooks do not "affect the significance of a failure to comply with that statutory duty ... the rights afforded by section[] 2802 may not be subject to negotiation or waiver." *Espinoza v. West Coast Tomato Growers, LLC* (S.D. Cal. 2016) Case No. 14-CF-2984 at n.2; *Park v. Joong-Ang Daily News Cal., Inc.* (2nd App. Dist., Div. 7, 2017) No. B268678 n.7 (unpublished, citing published authority). Labor Code section 2804 further affirms that "[a]ny contract or agreement, express or implied, made by any employee to waive the benefits of this article or any part thereof, is null and void, and this article shall not deprive any employee or his personal representative of any right or remedy to which he is entitled under the laws of this State." In

other words, if—as here—employees incur “necessary expenses” or “losses” for the benefit of their employer, then the employees are unconditionally entitled to receive reimbursement for those expenses.

Such a pattern, practice and uniform administration of corporate policy as described herein is unlawful and creates an entitlement to recover by Claimants, the aggrieved employees and the State of California in a civil action for all civil penalties recoverable for violations of Labor Code section 2802, including those set forth in Labor Code section 2699 (\$100/\$200) per violation per pay period per employee, along with the recovery of attorney’s fees and costs of suit.

Violation of Labor Code § 246 through 248.5 – Failure to Provide Paid Sick Leave

Defendants violated Labor Code section 246 because they failed to provide Claimants and the aggrieved employees with paid sick leave in the amounts and based on the accruals required by law. California employers are required to provide paid sick leave to all employees. Employers have the option of providing 24 hours of paid sick leave to employees or to allow employees to accrue paid sick leave each pay period. Cal. Lab. Code § 246. If an employer chooses the accrual method, employees must accrue sick leave at a rate of one (1) hour for every thirty (30) hours worked in a given pay period. Cal. Lab. Code § 246(b)(1). Under the accrual method, employees must begin accruing paid sick leave at the commencement of employment. Cal. Lab. Code § 246(b)(1).

Defendant provides Paid Time Off (“PTO”) to employees in lieu of separate sick leave. Defendant’s administration of its PTO policy does not comply with the California Labor Code. First, as described in Defendant’s Employee Handbook, Defendant does not provide *any* PTO (*i.e.*, sick leave) to “salaried” employees who do “not work the minimum number of hours during the weekly pay period.” This means that when such employees do not reach the weekly “minimum” hours, they do not accrue any sick leave. Second, once employees did accrue sick leave, Claimants are informed and believed that the accrual was at a rate of less than 1 hour for every 30 hours worked.

Third, Claimants are informed and believe that Defendant failed to properly calculate and pay sick leave at the lawful rate for use in accordance with one of the permissible methods provided in Labor Code § 246(l)(1)-(3):

(l) For the purposes of this section, an employer shall calculate paid sick leave using any of the following calculations:

(1) Paid sick time for nonexempt employees shall be calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek.

(2) Paid sick time for nonexempt employees shall be calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment.

(3) Paid sick time for exempt employees shall be calculated in the same manner as the employer calculates wages for other forms of paid leave time.

Defendants failed to provide notice of the amount of paid sick leave time accrued, used and available in violation of Labor Code § 246.5. Claimants are informed and believe that Defendants further failed to maintain paid sick leave records as required by Labor Code § 247.5, based on the discrepancies addressed herein and due to Defendants' non-compliant paid sick leave policies and practices.

As a result, Claimants may recover civil penalties on behalf of themselves, the State of California and the aggrieved employees as provided under Labor Code § 2699 (\$100/\$200) per violation per pay period per employee, along with all other civil penalties permitted by law. Claimants are also entitled to penalties under Labor Code section 248.5.

Violation of Labor Code §§ 246, 247, 248.1, 248.2, 248.5 – Failure to Provide Supplemental Paid Sick Leave

Pursuant to Labor Code section § 248.1, Defendant was required to provide up to 80 hours of Covid-19 Supplemental Paid Sick Leave to employees for the period of April 16, 2020 to December 31, 2021, but failed to do so. Pursuant to Labor Code § 248.2, Defendant was required to provide up to 80 hours of Covid-19 Supplemental Paid Sick Leave for the period of January 1, 2021 through September 30, 2021, but has failed to do so. Defendant has also failed to provide notice of this the Supplemental Sick Leave as required by section 246.5.

Section 248.1 requires Covid-19 Supplemental Paid Sick Leave to be paid at the *highest of* the following methods:

- (1) the regular rate of pay for the workweek in which leave is taken
- (2) state minimum wage; or
- (3) local ordinance minimum wage

Section 248.2 requires Covid-19 Supplemental Paid Sick Leave to be paid at the *highest of* the following methods:

- (1) the regular rate of pay for the workweek in which leave is taken
- (2) state minimum wage
- (3) local ordinance minimum wage; or
- (4) average hourly pay for preceding 90 days (excluding overtime pay).

Defendant failed to pay Supplemental Paid Sick leave in the manner described above. For example, in or around January and February 2021, Claimant Korzec requested to use Supplemental Paid Sick Leave for a reason permitted by the statutes. However, he was informed that he was not eligible for the full amount of Supplemental Sick Leave because he used two weeks of PTO for vacation in November 2020. Claimants are informed and believe that Defendants further failed to maintain paid sick leave records as required by Labor Code § 247.5, based on the discrepancies addressed herein and due to Defendants' non-compliant paid sick leave policies and practices.

As a result, Claimants may recover civil penalties on behalf of themselves, the State of California and the aggrieved employees as provided under Labor Code § 2699 (\$100/\$200) per violation per pay period per employee, along with all other civil penalties permitted by law. Claimants are also entitled to penalties under Labor Code section 248.5.

Violation of Labor Code §§ 204 and 204b – Failure to Timely Pay Wages Owed Each Payday

Defendant violated Labor Code sections 204 and 204b requiring payment of all wages on regularly scheduled paydays with respect to Claimants and other aggrieved employees by failing to pay all overtime wages owed on time each pay period.

Because Defendant failed to pay all wages in each pay period in which such wages were earned at the lawful rate, Defendant violated Labor Code section 204 and/or 204b (for weekly employees), which requires timely payment of wages of wages each regular scheduled pay period. Labor Code section 204 requires payment of "all wages" for non-exempt employees at least twice each calendar month. Labor Code section 204b applies to employees paid on a weekly basis and also requires the payment for all labor within the required pay periods.

As explained above, Defendant required Claimants and the aggrieved employees to work off the clock, resulting in a loss of minimum, regular, and overtime wages. Defendant are separately liable for not paying the full amount owed to Claimants and other aggrieved employees each payday in violation of Labor Code sections 204 and/or 204b.

As a result, Claimants may recover civil penalties on behalf of themselves, the State of California and the aggrieved employees as provided under Labor Code section 2699 (\$100/\$200) per violation per pay period per employee, Labor Code section 210 (\$100/\$200) per violation per pay period, along with all other civil penalties permitted by law.

Violation of Labor Code §§ 201 through 203 – Failure to Pay Amounts Due Upon Separation

Defendant violated Labor Code sections 201, 202 and 203 requiring timely payment of all wages upon separation and waiting time penalties in lieu thereof with respect to Claimants and other aggrieved employees by failing to pay all wages and premiums owed upon termination of employment. This is because Defendant failed to pay for all hours worked by Claimants and other aggrieved employees during the PAGA Period and therefore left them with underpaid wages upon separation of employment, resulting in waiting time penalties and the associated PAGA penalties addressed herein.

Because Defendant failed to pay for all hours worked by Claimants and other aggrieved employees during their employment, Defendant failed to timely pay all wages owed upon separation of employment in violation of Labor Code sections 201, 202 and 203. Labor Code section 201 requires that if an employer fires an employee, the wages must be paid immediately. Labor Code section 202 requires that if an employee quits without providing 72 hours' notice, his or her wages must be paid no later than 72 hours thereafter. Labor Code section 202 states that if an employee provides 72 hours' notice, the final wages are payable upon his or her final day of employment. Labor Code section 203 requires an employer who fails to comply with Labor Code sections 201 or 202 to pay a waiting time penalty for each employee, up to a period of 30 days.

As explained above, Defendant routinely failed to pay for all hours worked by Claimants and other aggrieved employees. As a result, Claimants may recover civil penalties on behalf of themselves, the State of California and the aggrieved employees as provided under Labor Code § 2699 (\$100/\$200) per violation per pay period per employee, along with all other civil penalties permitted by law.

Violation of Labor Code § 226 – Failure to Provide Accurate Itemized Wage Statements

Defendant violated Labor Code section 226 requiring accurate, itemized wage statements with respect to Claimants and other aggrieved employees by failing to meet the requirements of the statute. Labor Code section 226(a) requires an employer to furnish wage statements to employees semimonthly or at the time of each payment of wages, "an accurate itemized statement in writing showing:" (1) gross wages earned, (2) total hours worked, (3) the number of piece rate units earned and applicable piece rate in effect, (4) all deductions, (5) net wages earned, (6) the inclusive dates of the pay period, (7) the name of the employee and last four digits of SSN or an EIN, (8) the name and address of the legal name of the employer, and

(9) all applicable hourly rates in effect during the pay period and the number of hours worked at each hourly rate by the employee.¹

Defendant violated Labor Code section 226 because the wage statements did not accurately reflect the wages and hours of Claimants and other aggrieved employees because Defendant failed to pay employees for all hours worked. As a result, the wage statements incorrectly list the gross wages, net wages, total hours worked, and all applicable hourly rates.

For each aggrieved employee who was terminated or separated from employment during the PAGA Period, Claimants allege on information and belief that Defendant failed to provide a final wage statement showing the wages owed and the information required by Labor Code section 226(a). As a result, Defendant committed an additional violation of Labor Code section 226 with respect to every employee who separated from employment during the PAGA Period.

As a result, Claimants and other aggrieved employees cannot promptly and easily determine from the wage statement alone the wages paid or earned without reference to other documents or information. These wage statement violations are significant because they sowed confusion among Claimants and other aggrieved employees with respect to what amounts were owed and paid, at what rates, and how those amounts were calculated.

The inaccurate wage statements concealed the violations committed against regular non-exempt employees and against the supervisors, whose wage statements were divorced from the reality of their actual hours worked and wages earned.

Thus, Claimants may recover civil penalties on behalf of themselves, the State of California and the aggrieved employees as provided under Labor Code sections 226.3 (\$250/\$1,000) and/or 2699 (\$100/\$200) per violation per pay period per employee, along with all other civil penalties permitted by law.

¹ See generally *Lopez v. Friant & Associates, LLC* (2017) 15 Cal. App. 5th 773, 787-88 (“Consistent with the PAGA statutory framework and the plain language of section 226(e), we hold a plaintiff seeking civil penalties under PAGA for a violation of section 226(a) does not have to satisfy the “injury” and “knowing and intentional” requirements of section 226(e)(1)”); See also *Kastler v. Oh My Green, Inc.* (N.D. Cal., Oct. 25, 2019) Case No. 19-CV-02411-HSG (“Injuries from a failure to provide an accurate pay statement include ‘possibility of not being paid overtime, employee confusion over whether they received all wages owed them, difficulty and expense involved in reconstructing pay records, and forcing employees to make mathematical computations to analyze whether the wages paid in fact compensated them for all hours worked’) (rejecting *Maldonado* defense for class claims).

Violation of Labor Code § 1174 – Failure to Maintain Accurate Payroll Records.

Because of the violations set forth in this notice, including Defendant's failure to accurately maintain records of pay for all hours worked at the appropriate lawful rates of pay, Defendant violated Labor Code section 1174 and the IWC Wage Orders by failing to maintain accurate payroll records showing daily hours worked, all hourly rates in effect and hours worked at those rates, and the wages paid to each employee. As a result, Defendant is liable for a civil penalty of \$500 per employee to Claimants and each aggrieved employee pursuant to Labor Code section 1174.5. As mentioned, Defendant also violated Labor Code section 1776 with respect to the prevailing age recordkeeping.

Attorneys' Fees and Costs

Claimants were compelled to retain the services of counsel to file this court action to protect their interests and the interests of other aggrieved employees, and to assess and collect the civil penalties owed by Defendant. Claimants have thereby incurred attorneys' fees and costs, which they are entitled to receive on all causes of action under Labor Code section 2699(g).

Notice of Demand for Defendant to Change Policy and Practice

Claimants intend to pursue legal action against Defendant based on the violations set forth in this notice. Defendant is hereby notified that any attempt to resolve this case must be conducted in coordination with Claimants' counsel to protect the interests of Claimants, the aggrieved employees, and the State of California via the LWDA, and that any and all settlements releasing liability require Court approval in connection with Claimants and their counsel. Claimants will establish that (1) their lawsuit was a catalyst in motivating Defendant to change its policies and practices and provide the relief sought through this action, (2) that the forthcoming lawsuit has merit and is based on undisputed violations for which Defendant will be liable at trial, and (3) that Claimants have hereby notified Defendant of its notice of the violations and considers this notice an attempt to resolve the matter. See *Tipton-Whittingham v. City of Los Angeles* (2004) 34 Cal.4th 604, 608 (citing *Graham v. Diamler-Chrysler Corp.* (2004) 34 Cal. 4th 553) (authorizing an award of catalyst attorneys' fees against Defendant).

As the PAGA representative, Claimants have a duty to file this case at the earliest opportunity and will do so in San Diego County Superior Court. Defendant may contact Claimants' counsel with any questions regarding this letter or the forthcoming lawsuit.

CONCLUSION

Claimants request the LWDA initiate enforcement for the violations described in this letter. If the LWDA does not pursue enforcement, Claimants will pursue representative claims on behalf of the State of California and the aggrieved employees and will seek all remedies available for violations of the Labor Code and the IWC Wage Orders, including attorneys'

fees, costs, interest, and all available penalties set forth in Labor Code section 2699 and all other applicable sections of the Labor Code.

Thank you for your attention to this matter.

Sincerely,

A handwritten signature in cursive script that reads "Lauren Vega".

Lauren N. Vega, Esq.

Cc Nicholas J. Ferraro, Esq.
Claimant Dub Perkins
Claimant Brandon Roberts
Claimant Ronald Korzec
Leslie Chavero
Human Resources Generalist
Security Industry Specialists, Inc.
lchavero@sis.us
hr@sis.us

Thank you for submission of your PAGA Case.

1 message

LWDA DO NOT REPLY <lwdadonotreply@dir.ca.gov>
To: "lauren@ferrarovega.com" <lauren@ferrarovega.com>

Tue, Aug 31, 2021 at 4:02 PM

8/31/2021

LWDA Case No. LWDA-CM-843115-21
Law Firm : Ferraro Vega Employment Lawyers, Inc.
Plaintiff Name : Dub Perkins; Brandon Roberts; Ronald Korzec
Employer: Security Industry Specialists, Inc.
Filing Fee : \$75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

State of California - Department of Industrial Relations Customer Receipt / Purchase Confirmation

1 message

LWDA DO NOT REPLY <lwdadonotreply@dir.ca.gov>
To: "nick@ferrarovega.com" <nick@ferrarovega.com>

Tue, Aug 31, 2021 at 4:02 PM

Thank you for your payment.

Order Information
Merchant: State of California - Department of Industrial RelationsCase Number: LWDA-CM-843115-21
Order Number: ORD-000133334
Total:\$75.00
Card Type: Visa
Date: 8/31/2021

Billing Information
Name: Nicholas Ferraro
Email: nick@ferrarovega.com
Billing Address:
3160 Camino del Rio South, Suite 308
San Diego, California
92108

CERTIFIED MAIL LABELS: Receipt for USPS Certified Mail to Security Industry Specialists, Inc.

1 message

CERTIFIED MAIL LABELS <no_reply@certifiedmaillabels.com>

Tue, Aug 31, 2021 at 4:54 PM

To: nick@ferrarovega.com



This is a receipt for your USPS Certified with Electronic Delivery Confirmation : 9407111898765800636034 that was created on 08/31/2021 23:54:33

Addressed To:

Security Industry Specialists, Inc.
Security Industry Specialists, Inc.
6071 Bristol Parkway
Culver City, CA 90230
Your Reference: **1075 - SIS**

The cost of this mailing was: **\$9.54**

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SUPERIOR COURT OF THE STATE OF CALIFORNIA COUNTY OF SAN DIEGO		FOR COURT USE ONLY
TITLE OF CASE (ABBREVIATED): <i>Buenaventura Santiago et al. v. Security Industry Specialists, Inc.</i>		ELECTRONICALLY FILED Superior Court of California, County of San Diego
ATTORNEY(S) NAME AND ADDRESS: Graham S.P. Hollis, Esq. (SBN: 120577) Hali M. Anderson, Esq. (SBN: 261816) Erik A. Dos Santos, Esq. (SBN: 309998) GrahamHollis APC 3555 Fifth Avenue Suite 200 San Diego, California 92103	TELEPHONE 619.692.0800 FACSIMILE 619.692.0822	12/10/2021 at 12:43:00 PM Clerk of the Superior Court By Melinda McClure, Deputy Clerk
ATTORNEYS FOR: Plaintiffs Buenaventura Santiago, Gary Banuelos, Joshua Garrido	HEARING: DATE-TIME-DEPT	CASE NUMBER 37-2021-00045337-CU-OE-CTL

DECLARATION OF SERVICE

I, Maggie Valdez, declare: that I am, and was at the time of service of the papers herein referred to, over the age of 18 years, and not a party to the action; and I am employed in the County of San Diego, California, within which county the subject service occurred. My business address is 3555 Fifth Avenue Suite 200, San Diego, California 92103. On December 10, 2021, I served the following document(s):

1. FIRST AMENDED COMPLAINT

of which the original document(s), or a true and correct copy, is attached, by placing a copy thereof in a separate envelope for each addressee named hereafter, addressed to each such addressee respectively as follows:

BOYER WENTER LLP Billie D. Wenter 1585 North 4 th Street, Suite N San Jose, CA 95112 Email: bwenter@boyerwenter.com	Attorney for Defendant Security Industry Specialists, Inc.
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- ☐ **(BY MAIL)** I caused a true copy of each document, placed in a sealed envelope with postage fully paid, to be placed in the United States mail at San Diego, California. I am "readily familiar" with this firm's business practice for collection and processing of mail, that in the ordinary course of business said document(s) would be deposited with the U.S. Postal Service on that same day. I understand that the service shall be presumed invalid if the postal cancellation date or postage meter date on the envelope is more than one day after the date of deposit for mailing contained on this affidavit.
- ☐ **(BY FACSIMILE)** By use of facsimile machine number 619.692.0822, I served a copy of the within document(s) on the above interested parties at the facsimile numbers listed above. The transmission was reported as complete and without error. The transmission report was properly issued by the transmitting facsimile machine.

- ☒ **(BY ELECTRONIC TRANSMISSION)** Pursuant to Amended Code of Civil Procedure section 1010.6(1)-(2), enacts the e-service provisions of California's COVID-related Emergency Rule 12. I caused the document(s) to be sent to the respective e-mail address(es) of the party(ies) as stated above. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.
- ☐ **(BY PERSONAL SERVICE)** I caused such document(s) to be placed in an envelope and delivered by hand to the business/home of the above addressee:
- ☐ **(BY OVERNIGHT DELIVERY)** I caused a true copy of each document, placed in a sealed envelope with delivery fees provided for, to be deposited in a box regularly maintained by . I am readily familiar with this firm's practice for collection and processing of documents for overnight delivery and know that in the ordinary course of GrahamHollis APC business practice the document(s) described above will be deposited in a box or other facility regularly maintained by or delivered to a courier or driver authorized by to receive documents on the same date it is placed at GrahamHollis APC for collection.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.
Executed on December 10, 2021.


Maggie Valdez