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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

THOMAS BROWN and ANTHONY DOSS,
individually, on behalf of all others similarly
situated, and on behalf of the State of California
and other aggrieved persons,

Plaintiffs,

v.

FIDELITY SECURITY SERVICES, INC., a
corporation, and DOES 1 through 10, inclusive,

Defendants.

Case No.: 21STCV31617

**FIRST AMENDED CLASS &
REPRESENTATIVE ACTION
COMPLAINT:**

1. Failure to Pay Minimum and Straight Time Wages (Cal. Lab. Code § 1194, 1194.2, and 1197);
2. Failure to Pay Overtime Wages (Cal. Lab. Code §§ 1194 and 1198);
3. Failure to Provide Meal Periods (Cal. Lab. Code §§ 226.7, 512);
4. Failure to Authorize and Permit Rest Periods (Cal. Lab. Code §§ 226.7);
5. Failure to Pay Wages Owed Every Pay Period (Cal. Lab. Code § 204);
6. Failure to Timely Pay Final Wages at Termination (Cal. Lab. Code §§ 201-203);
7. Failure to Provide Accurate Itemized Wage Statements (Cal. Lab. Code § 226);
8. Failure to Indemnify Necessary Business Expenses (Cal. Lab. Code § 2802);
9. Unfair Business Practices (Cal. Bus. & Prof. Code §§ 17200, *et seq.*); and
10. Civil Penalties Under PAGA (Cal. Lab. Code § 2699, *et seq.*).

DEMAND FOR JURY TRIAL

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Attorneys for Plaintiff Anthony Doss

1 Plaintiffs Thomas Brown and Anthony Doss (“Plaintiffs”), based upon facts that either
2 have evidentiary support or are likely to have evidentiary support after a reasonable opportunity
3 for further investigation and discovery, allege as follows:

4 **INTRODUCTION & PRELIMINARY STATEMENT**

5 1. Plaintiffs bring this action against Defendant Fidelity Security Services, Inc. and
6 Does 1 through 10 (hereinafter collectively referred to as “Defendants”) for California Labor
7 Code violations and unfair business practices stemming from Defendants’ failure to pay for all
8 hours worked (minimum, straight time, and overtime wages), failure to provide meal periods,
9 failure to authorize and permit rest periods, failure to pay wages owed every pay periods, failure
10 to timely pay final wages, failure to furnish accurate wage statements, and failure to reimburse
11 employees for all necessary business expenses.

12 2. Plaintiffs bring the First through Ninth Causes of Action individually and as a
13 class action on behalf of themselves and certain current and former employees of Defendants
14 (hereinafter collectively referred to as the “Class” or “Class Members,” and defined more fully
15 below). The Class consists of Plaintiffs and all other persons who have been employed by any
16 Defendant in California as an hourly-paid or non-exempt employee during the statute of
17 limitations period applicable to the claims pleaded here.

18 3. Plaintiffs bring the Tenth Cause of Action as a representative action under the
19 California Private Attorneys General Act (“PAGA”) to recover civil penalties that are owed to
20 them, the State of California, and past and present non-exempt employees employed by
21 Defendants in the State of California during the statute of limitations period for their PAGA
22 claim (hereinafter referred to as the “Aggrieved Employees”).

23 4. Defendants own/owned and operate/operated an industry, business, and
24 establishment within the State of California, including Los Angeles County. As such, and based
25 upon all the facts and circumstances incident to Defendants’ business in California, Defendants
26 are subject to the California Labor Code, Wage Orders issued by the Industrial Welfare
27 Commission (“IWC”), and the California Business & Professions Code.

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1 5. Despite these requirements, throughout the statutory period, Defendants
2 maintained a systematic, company-wide policy and practice of:

- 3 (a) Failing to pay employees for all hours worked, including all minimum,
4 straight time, and overtime wages in compliance with the California Labor
5 Code and IWC Wage Orders;
- 6 (b) Failing to provide employees with timely and duty-free meal periods in
7 compliance with the California Labor Code and IWC Wage Orders, failing
8 to maintain accurate records of all meal periods taken or missed, and
9 failing to pay an additional hour's pay for each workday a meal period
10 violation occurred;
- 11 (c) Failing to authorize and permit employees to take timely and duty-free rest
12 periods in compliance with the California Labor Code and IWC Wage
13 Orders, and failing to pay an additional hour's pay for each workday a rest
14 period violation occurred;
- 15 (d) Willfully failing to pay employees all minimum, straight time, overtime,
16 meal period premium, and rest period premium wages due within the time
17 period specified by California law during employment;
- 18 (e) Willfully failing to pay employees all minimum, straight time, overtime,
19 meal period premium, and rest period premium wages due within the time
20 period specified by California law when employment terminates;
- 21 (f) Failing to provide employees with accurate, itemized wage statements
22 containing all the information required by the California Labor Code and
23 IWC Wage Orders; and,
- 24 (g) Failing to reimburse employees for all expenses or losses incurred by the
25 employees in direct consequence of the discharge or their duties or
26 obedience to the directions of their employer.

27 6. On information and belief, Defendants, and each of them were on actual and
28 constructive notice of the improprieties alleged herein and intentionally refused to rectify their

unlawful policies. Defendants' violations, as alleged above, during all relevant times herein were willful and deliberate.

7. At all relevant times, Defendants were and are legally responsible for all of the unlawful conduct, policies, practices, acts and omissions as described in each and all of the foregoing paragraphs as the employer of Plaintiffs, the Class, and the Aggrieved Employees. Further, Defendants are responsible for each of the unlawful acts or omissions complained of herein under the doctrine of "respondeat superior."

THE PARTIES

A. Plaintiffs

8. Plaintiff Brown is a resident of Los Angeles County, California who worked for Defendants in Los Angeles County, California as an hourly-paid, non-exempt employee from approximately December 2019 to approximately December 2020.¹

9. Plaintiff Doss is a resident of Los Angeles County, California who worked for Defendants in Los Angeles County, California as an hourly-paid, non-exempt employee until approximately April or May 2020.

10. Plaintiffs reserve the right to seek leave to amend this complaint to add new Plaintiffs, if necessary, in order to establish suitable representative(s) pursuant to *La Sala v. American Savings and Loan Association* (1971) 5 Cal.3d 864, 872, and other applicable law.

B. Defendants

11. Plaintiffs are informed and believe, and based upon that information and belief allege, that Defendant Fidelity Security Services, Inc. is, and at all times herein mentioned, was:

(a) A corporation qualified to do business and actually conducting business in numerous counties throughout the State of California, including in Los Angeles County; and,

(b) The former employer of Plaintiffs and the current and/or former employer of the putative Class and Aggrieved Employees because Defendant Fidelity

¹ In response to the COVID-19 pandemic, the Judicial Council of California adopted Emergency Rule 9(a) (California Rules of Court), whereby "statutes of limitations and repose for civil causes of action that exceed 180 days are tolled from April 6, 2020 to October 1, 2020."

Security Services, Inc. suffered and permitted Plaintiffs, the Class, and the Aggrieved Employees to work, and/or controlled their wages, hours, or working conditions.

12. Plaintiffs do not know the true names or capacities of the persons or entities sued herein as Does 1-10, inclusive, and therefore sue said Defendants by such fictitious names. Each of the Doe Defendants was in some manner legally responsible for the damages suffered by Plaintiffs, the Class, and the Aggrieved Employees as alleged herein. Plaintiffs will amend this complaint to set forth the true names and capacities of these Defendants when they have been ascertained, together with appropriate charging allegations, as may be necessary.

13. At all times mentioned herein, the Defendants named as Does 1-10, inclusive, and each of them, were residents of, doing business in, availed themselves of the jurisdiction of, and/or injured a significant number of the Plaintiffs, the Class, and the Aggrieved Employees in the State of California.

14. Plaintiffs are informed and believe and thereon allege that at all relevant times each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiffs and the other employees described in the class definitions below, and exercised control over their wages, hours, and working conditions. Plaintiffs are informed and believe and thereon allege that, at all relevant times, each Defendant was the principal, agent, partner, joint venturer, officer, director, controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or predecessor in interest of some or all of the other Defendants, and was engaged with some or all of the other Defendants in a joint enterprise for profit, and bore such other relationships to some or all of the other Defendants so as to be liable for their conduct with respect to the matters alleged below. Plaintiffs are informed and believe and thereon allege that each Defendant acted pursuant to and within the scope of the relationships alleged above, that each Defendant knew or should have known about, and authorized, ratified, adopted, approved, controlled, aided and abetted the conduct of all other Defendants.

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ALLEGATIONS COMMON TO ALL CAUSES OF ACTION

15. Plaintiffs worked for Defendants in Los Angeles County, California as hourly-paid, non-exempt employees. During Plaintiffs' employment for Defendants, Defendants paid Plaintiffs hourly wages and classified them as non-exempt from overtime. Defendants typically scheduled Plaintiffs to work at least five days in a workweek and at least eight hours per day, but Plaintiffs mostly worked more than eight hours in a workday and more than forty (40) hours in a workweek.

16. Throughout Plaintiffs' employment, Defendants failed to pay for all hours worked (including minimum, straight time, and overtime wages), failed to provide Plaintiffs with legally compliant meal periods, failed to authorize and permit Plaintiffs to take rest periods, failed to pay wages owed every pay period, failed to timely pay all final wages to Plaintiffs when Defendants terminated their employment, failed to furnish accurate wage statements to Plaintiffs, and failed to reimburse Plaintiffs for all business related expenses or losses incurred during their employment. As discussed below, Plaintiffs' experience working for Defendants was typical and illustrative.

17. Throughout the statutory period, Defendants maintained a policy and practice of not paying Plaintiffs, the Class, and the Aggrieved Employees for all hours worked, including minimum, straight time, and overtime wages. For example, Defendants paid Plaintiffs, the Class, and the Aggrieved Employees for only the hours they were scheduled to work, even though Plaintiffs, the Class, and the Aggrieved Employees actually worked longer than their scheduled hours. Some of this unpaid work should have been paid at the overtime rate. In failing to pay for all hours worked, Defendants also failed to maintain accurate records of the hours Plaintiffs, the Class, and the Aggrieved Employees worked.

18. Throughout the statutory period, Defendants maintained a policy and practice of not paying Plaintiffs, the Class, and the Aggrieved Employees overtime wages at all when they worked more than 8 hours in a workday or more than 40 hours in a workweek. For example, Plaintiff Brown worked at least 12 hours without any overtime pay on each of the following

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workdays: September 27, 2020, October 1, 2020, October 3, 2020, October 4, 2020, October 8, 2020, October 9, 2020, and October 10, 2020.

19. Throughout the statutory period, Defendants wrongfully failed to provide Plaintiffs, the Class, and the Aggrieved Employees with their legally mandated 30-minute, uninterrupted, and duty-free meal period. Defendants regularly required Plaintiffs, the Class, and the Aggrieved Employees to work in excess of five consecutive hours a day without providing a 30-minute, uninterrupted, and duty-free meal period for every five hours of work, or without compensating Plaintiffs, the Class, and the Aggrieved Employees for meal periods that were not provided by the end of the fifth hour of work or tenth hour of work. Instead, Defendants continued to assert control over Plaintiffs, the Class, and the Aggrieved Employees by requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory meal periods, or by denying Plaintiffs, the Class, and the Aggrieved Employees permission to take a meal period. At all times relevant to Plaintiffs' employment for Defendants, Plaintiffs were not informed of their right to, nor permitted to take, a second meal period when Plaintiffs worked at least ten hours in a workday. Accordingly, Defendants' policy and practice was not to provide meal periods to Plaintiffs, the Class, and the Aggrieved Employees in compliance with California law.

20. Throughout the statutory period, Defendants have wrongfully failed to authorize and permit Plaintiffs, the Class, and the Aggrieved Employees to take legally compliant rest periods. Defendants regularly required Plaintiffs, the Class, and the Aggrieved Employees to work in excess of four consecutive hours a day without Defendants authorizing and permitting them to take a 10-minute, uninterrupted, duty-free rest period for every four hours of work (or major fraction of four hours), or without compensating Plaintiffs, the Class, and the Aggrieved Employees for rest periods that were not authorized or permitted. Instead, Defendants continued to assert control over Plaintiffs, the Class, and the Aggrieved Employees by requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory rest periods, or by denying Plaintiffs, the Class, and the Aggrieved Employees permission to take a rest period. Accordingly, Defendants' policy and

practice was to not authorize and permit Plaintiffs, the Class, and the Aggrieved Employees to take rest periods in compliance with California law.

21. Throughout the statutory period, Defendants willfully failed and refused to timely pay Plaintiffs, the Class, and the Aggrieved Employees all wages owed every pay period. On information and belief, Defendants' failure to timely pay Plaintiffs' all wages owed every pay period was not a single, isolated incident, but was instead consistent with Defendants' policy and practice that applied to Plaintiffs, the Class, and the Aggrieved Employees.

22. Throughout the statutory period, Defendants willfully failed and refused to timely pay Plaintiffs, the Class, and the Aggrieved Employees all final wages due at their termination of employment. In addition, Plaintiffs' final paychecks did not include payment for all minimum, straight time, overtime, meal period premium, and rest period premium wages owed to them by Defendants at the conclusion of their employment. On information and belief, Defendants' failure to timely pay Plaintiffs' final wages when their employment terminated was not a single, isolated incident, but was instead consistent with Defendants' policy and practice that applied to Plaintiffs, the Class, and the Aggrieved Employees.

23. Throughout the statutory period, Defendants failed to furnish Plaintiffs, the Class, and the Aggrieved Employees with accurate, itemized wage statements showing all applicable hourly rates, and all gross and net wages earned (including correct hours worked, correct wages for meal periods that were not provided in accordance with California law, and correct wages for rest periods that were not authorized and permitted to take in accordance with California law). As a result of these violations of California Labor Code § 226(a), the Plaintiffs, the Class, and the Aggrieved Employees suffered injury because, among other things:

- (a) the violations led them to believe that they were not entitled to be paid minimum, straight time, overtime, meal period premium, and rest period premium wages, even though they were entitled;
- (b) the violations led them to believe that they had been paid all minimum, straight time, overtime, meal period premium, and rest period premium wages, even though they had not been;

- (c) the violations led them to believe they were not entitled to be paid minimum, straight time, overtime, meal period premium, and rest period premium wages at the correct California rate even though they were entitled;
- (d) the violations led them to believe they had been paid minimum, straight time, overtime, meal period premium, and rest period premium wages at the correct California rate even though they had not been;
- (e) the violations hindered them from determining the amounts of minimum, straight time, overtime, meal period premium, and rest period premium wages owed to them;
- (f) in connection with their employment before and during this action, and in connection with prosecuting this action, the violations caused them to have to perform mathematical computations to determine the amounts of wages owed to them, computations they would not have to make if the wage statements contained the required accurate information;
- (g) by understating the wages truly due to them, the violations caused them to lose entitlement and/or accrual of the full amount of Social Security, disability, unemployment, and other governmental benefits;
- (h) the wage statements inaccurately understated the wages, hours, and wage rates to which Plaintiffs, the Class, and the Aggrieved Employees were entitled, and Plaintiffs, the Class, and the Aggrieved Employees were paid less than the wages and wage rates to which they were entitled.

Thus, Plaintiffs, the Class, and the Aggrieved Employees are owed the amounts provided for in California Labor Code § 226(e).

24. Throughout the statutory period, Defendants have wrongfully required Plaintiffs, the Class, and the Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for Defendants. Plaintiffs, the Class, and the Aggrieved Employees regularly paid

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1 out-of-pocket for necessary businesses expenses, such as personal cell phone use, personal
2 vehicle use, and work attire, without reimbursement from Defendants.

3 **CLASS ACTION ALLEGATIONS**

4 25. Plaintiffs bring certain claims individually, as well as on behalf of each and all
5 other persons similarly situated, and thus, seek class certification under California Code of Civil
6 Procedure § 382.

7 26. All claims alleged herein arise under California law for which Plaintiffs seek relief
8 authorized by California law.

9 27. The proposed Class consists of and is defined as:

10 All persons who worked for any Defendant in California as an hourly-paid or
11 non-exempt employee at any time during the period beginning four years and
12 178 days before the filing of the initial complaint in this action and ending when
notice to the Class is sent.

13 28. At all material times, Plaintiffs were members of the Class.

14 29. Plaintiffs undertake this concerted activity to improve the wages and working
15 conditions of all Class Members.

16 30. There is a well-defined community of interest in the litigation and the Class is
17 readily ascertainable:

18 (a) Numerosity: The members of the Class (and each subclass, if any) are so
19 numerous that joinder of all members would be unfeasible and impractical.
20 The membership of the entire Class is unknown to Plaintiffs at this time;
21 however, the Class is estimated to be greater than forty (40) individuals
22 and the identity of such membership is readily ascertainable by inspection
23 of Defendants' records.

24 (b) Typicality: Plaintiffs are qualified to, and will, fairly and adequately
25 protect the interests of each Class Member with whom there is a shared,
26 well-defined community of interest, and Plaintiffs' claims (or defenses, if
27 any) are typical of all Class Members' claims as demonstrated herein.

28 (c) Adequacy: Plaintiffs are qualified to, and will, fairly and adequately

1 protect the interests of each Class Member with whom there is a shared,
2 well-defined community of interest and typicality of claims, as
3 demonstrated herein. Plaintiffs have no conflicts with or interests
4 antagonistic to any Class Member. Plaintiffs' attorneys, the proposed class
5 counsel, are versed in the rules governing class action discovery,
6 certification, and settlement. Plaintiffs have incurred, and throughout the
7 duration of this action, will continue to incur costs and attorneys' fees that
8 have been, are, and will be necessarily expended for the prosecution of this
9 action for the substantial benefit of each class member.

10 (d) Superiority: A Class Action is superior to other available methods for the
11 fair and efficient adjudication of the controversy, including consideration
12 of:

- 13 1) The interests of the members of the Class in individually
14 controlling the prosecution or defense of separate actions;
- 15 2) The extent and nature of any litigation concerning the controversy
16 already commenced by or against members of the Class;
- 17 3) The desirability or undesirability of concentrating the litigation of
18 the claims in the particular forum; and,
- 19 4) The difficulties likely to be encountered in the management of a
20 class action.

21 (e) Public Policy Considerations: The public policy of the State of California
22 is to resolve the California Labor Code claims of many employees through
23 a class action. Indeed, current employees are often afraid to assert their
24 rights out of fear of direct or indirect retaliation. Former employees are
25 also fearful of bringing actions because they believe their former
26 employers might damage their future endeavors through negative
27 references and/or other means. Class actions provide the class members
28 who are not named in the complaint with a type of anonymity that allows

1 for the vindication of their rights at the same time as their privacy is
2 protected.

3 31. There are common questions of law and fact as to the Class (and each subclass, if
4 any) that predominate over questions affecting only individual members, including without
5 limitation, whether, as alleged herein, Defendants have:

- 6 (a) Failed to pay Class Members for all hours worked, including minimum,
7 straight time, and overtime wages;
- 8 (b) Failed to provide meal periods and pay all meal period premium wages to
9 Class Members;
- 10 (c) Failed to authorize and permit rest periods and pay rest period premium
11 wages to Class Members;
- 12 (d) Failing to pay wages owed every pay period;
- 13 (e) Failed to provide Class Members with timely final wages;
- 14 (f) Failed to provide Class Members with accurate wage statements;
- 15 (g) Failed to indemnify Class Members for expenditures; and,
- 16 (h) Violated California Business & Professions Code §§ 17200 *et. seq.* as a
17 result of their illegal conduct as described above.

18 32. This Court should permit this action to be maintained as a class action pursuant to
19 California Code of Civil Procedure § 382 because:

- 20 (a) The questions of law and fact common to the Class predominate over any
21 question affecting only individual members;
- 22 (b) A class action is superior to any other available method for the fair and
23 efficient adjudication of the claims of the members of the Class;
- 24 (c) The members of the Class are so numerous that it is impractical to bring all
25 members of the class before the Court;
- 26 (d) Plaintiffs, and the other members of the Class, will not be able to obtain
27 effective and economic legal redress unless the action is maintained as a
28 class action;

- (e) There is a community of interest in obtaining appropriate legal and equitable relief for the statutory violations, and in obtaining adequate compensation for the damages and injuries for which Defendants are responsible in an amount sufficient to adequately compensate the members of the Class for the injuries sustained;
- (f) Without class certification, the prosecution of separate actions by individual members of the class would create a risk of:
- 1) Inconsistent or varying adjudications with respect to individual members of the Class which would establish incompatible standards of conduct for Defendants; and/or,
 - 2) Adjudications with respect to the individual members which would, as a practical matter, be dispositive of the interests of other members not parties to the adjudications, or would substantially impair or impede their ability to protect their interests, including but not limited to the potential for exhausting the funds available from those parties who are, or may be, responsible Defendants; and,
- (g) Defendants have acted or refused to act on grounds generally applicable to the Class, thereby making final injunctive relief appropriate with respect to the class as a whole.

33. Plaintiffs contemplate the eventual issuance of notice to the proposed members of the Class that would set forth the subject and nature of the instant action. The Defendants' own business records may be utilized for assistance in the preparation and issuance of the contemplated notices. To the extent that any further notices may be required, Plaintiffs contemplate the use of additional techniques and forms commonly used in class actions, such as published notice, e-mail notice, website notice, first-class mail, or combinations thereof, or by other methods suitable to the Class and deemed necessary and/or appropriate by the Court.

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FIRST CAUSE OF ACTION

(By All Plaintiffs Against All Defendants for Failure to Pay Minimum and Straight Time Wages for All Hours Worked)

34. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 25 in this Complaint.

35. “Hours worked” is the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

36. At all relevant times herein mentioned, Defendants knowingly failed to pay to Plaintiffs and the Class compensation for all hours they worked. By their failure to pay compensation for each hour worked as alleged above, Defendants willfully violated the provisions of California Labor Code § 1194, and any additional applicable Wage Orders, which require such compensation to non-exempt employees.

37. Accordingly, Plaintiffs and the Class are entitled to recover minimum and straight time wages for all non-overtime hours worked for Defendants.

38. By and through the conduct described above, Plaintiffs and the Class have been deprived of their rights to be paid wages earned by virtue of their employment with Defendants.

39. By virtue of the Defendants’ unlawful failure to pay additional compensation to Plaintiffs and the Class for their non-overtime hours worked without pay, Plaintiffs and the Class suffered, and will continue to suffer, damages in amounts which are presently unknown to Plaintiffs and the Class and which will be ascertained according to proof at trial.

40. By failing to keep adequate time records required by California Labor Code § 1174(d), Defendants have made it difficult to calculate the full extent of minimum wage compensation due to Plaintiffs and the Class.

41. Pursuant to California Labor Code § 1194.2, Plaintiffs and the Class are entitled to recover liquidated damages (double damages) for Defendants’ failure to pay minimum wages.

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42. Plaintiffs and the Class are also entitled to seek recovery of all unpaid minimum and straight time wages, interest, and reasonable attorneys' fees and costs pursuant to California Labor Code §§ 218.5, 218.6, and 1194(a).

SECOND CAUSE OF ACTION

(By All Plaintiffs Against All Defendants for Failure to Pay Overtime Wages)

43. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 25 in this Complaint.

44. California Labor Code § 510 provides that employees in California shall not be employed more than eight hours in any workday or forty (40) hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, any work in excess of twelve (12) hours in a workday or eight hours on the seventh consecutive workday shall be compensated at a rate of twice the regular rate for an employee.

45. California Labor Code §§ 1194 and 1198 provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, California Labor Code § 1198 states that the employment of an employee for longer hours than those fixed by the Industrial Welfare Commission is unlawful.

46. At all times relevant hereto, Plaintiffs and the Class have worked more than eight hours in a workday, as employees of Defendants.

47. At all times relevant hereto, Defendants failed to pay Plaintiffs and the Class overtime compensation for the hours they have worked in excess of the maximum hours permissible by law as required by California Labor Code §§ 510 and 1198.

48. By virtue of Defendants' unlawful failure to pay additional premium rate compensation to the Plaintiffs and the Class for their overtime hours worked, Plaintiffs and the Class have suffered, and will continue to suffer, damages in amounts which are presently unknown to them but which exceed the jurisdictional minimum of this Court and which will be ascertained according to proof at trial.

49. By failing to keep adequate time records required by Labor Code § 1174(d),

Defendants have made it difficult to calculate the full extent of overtime compensation due to Plaintiffs and the Class.

50. Plaintiffs and the Class also request recovery of overtime compensation according to proof, interest, attorneys' fees and costs pursuant to California Labor Code § 1194(a), as well as the assessment of any statutory penalties against Defendants, in a sum as provided by the California Labor Code and/or other statutes.

THIRD CAUSE OF ACTION

(By All Plaintiffs Against All Defendants for Failure to Provide Meal Periods)

51. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 25 in this Complaint.

52. Under California law, Defendants have an affirmative obligation to relieve the Plaintiffs and the Class of all duty in order to take their first daily meal periods no later than the start of Plaintiffs and the Class' sixth hour of work in a workday, and to take their second meal periods no later than the start of the eleventh hour of work in the workday. California Labor Code § 512, and Section 11 of the applicable Wage Orders require that an employer provide unpaid meal periods of at least thirty (30) minutes for each five-hour period worked. It is a violation of California Labor Code § 226.7 for an employer to require any employee to work during any meal period mandated under any Wage Order.

53. Despite these legal requirements, Defendants regularly, but not always, failed to provide Plaintiffs and the Class with both meal periods as required by California law. By their failure to permit and authorize Plaintiffs and the Class to take all meal periods as alleged above (or due to the fact that Defendants made it impossible or impracticable to take these uninterrupted meal periods), Defendants willfully violated the provisions of California Labor Code § 226.7 and the applicable Wage Orders.

54. Under California law, Plaintiffs and the Class are entitled to be paid one hour of additional wages for each workday he or she was not provided with all required meal period(s), plus interest thereon.

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FOURTH CAUSE OF ACTION

(By All Plaintiffs Against All Defendants for Failure to Authorize and Permit Rest Periods)

55. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 25 in this Complaint.

56. Defendants are required by California law to authorize and permit breaks of ten uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than two hours). California Labor Code § 512, the applicable Wage Orders require that the employer permit and authorize all employees to take paid rest periods of ten minutes each for each 4-hour period worked. Thus, for example, if an employee's work time is six hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California's rest break laws. It is a violation of California Labor Code § 226.7 for an employer to require any employee to work during any rest period mandated under any Wage Order.

57. Despite these legal requirements, Defendants failed to authorize Plaintiffs and the Class to take rest breaks, regardless of whether employees worked more than four hours in a workday. By their failure to permit and authorize Plaintiffs and the Class to take rest periods as alleged above (or due to the fact that Defendants made it impossible or impracticable to take these uninterrupted rest periods), Defendants willfully violated the provisions of California Labor Code § 226.7 and the applicable Wage Orders.

58. Under California law, Plaintiffs and the Class are entitled to be paid one hour of premium wages rate for each workday he or she was not provided with all required rest break(s), plus interest thereon.

FIFTH CAUSE OF ACTION

(By All Plaintiffs Against All Defendants for Failure to Pay Wages Owed Every Pay Period)

59. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 25 in this Complaint.

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

61. At all times relevant during the liability period, Defendants failed to pay Plaintiffs the full amount of all owed wages when due as required by California Labor Code Section 204.

62. Defendants failed to pay Plaintiffs all wages earned each pay period. Plaintiffs are informed, believe, and thereon allege, that all times relevant during the liability period, Defendants maintained a policy or practice of not paying Plaintiffs wages for all hours worked, including twice the minimum wage and the correct amount of overtime as well as premium pay for missed meal and rest breaks, and business expense reimbursement.

63. As a result of Defendants' unlawful conduct, Plaintiffs have suffered damages in an amount, subject to proof, to the extent they were not paid all wages each pay period. The precise amount of unpaid wages is not presently known to Plaintiffs but can be determined directly from Defendants' records or indirectly based on information from Defendants' records.

64. Under this cause of action, Plaintiffs pray for penalties due under the statutes alleged along with any allowable interest, penalties, attorney's fees, and costs according to proof at trial.

SIXTH CAUSE OF ACTION

(By All Plaintiffs Against All Defendants for Failure to Pay Wages of Discharged Employees – Waiting Time Penalties)

65. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 25 in this Complaint.

66. At all times herein set forth, California Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (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.

67. Within the applicable statute of limitations, the employment of many other members of the Class ended, i.e. was terminated by quitting or discharge, and the employment of others will be. However, during the relevant time period, Defendants failed, and continue to fail

1 to pay terminated Class Members, without abatement, all wages required to be paid by California
2 Labor Code §§ 201 and 202 either at the time of discharge, or within seventy-two (72) hours of
3 their leaving Defendants' employ.

4 68. Defendants' failure to pay those Class members who are no longer employed by
5 Defendants their wages earned and unpaid at the time of discharge, or within seventy-two (72)
6 hours of their leaving Defendants' employ, is in violation of California Labor Code §§ 201 and
7 202.

8 69. California Labor Code § 203 provides that if an employer willfully fails to pay
9 wages owed, in accordance with §§ 201 and 202, then the wages of the employee shall continue
10 as a penalty wage from the due date, and at the same rate until paid or until an action is
11 commenced; but the wages shall not continue for more than thirty (30) days.

12 70. The Class is entitled to recover from Defendants their additionally accruing wages
13 for each day they were not paid, at their regular hourly rate of pay, up to thirty (30) days
14 maximum pursuant to California Labor Code § 203.

15 71. Pursuant to California Labor Code §§ 218.5, 218.6 and 1194, the Class is also
16 entitled to an award of reasonable attorneys' fees, interest, expenses, and costs incurred in this
17 action.

18 **SEVENTH CAUSE OF ACTION**

19 **(By All Plaintiffs Against All Defendants for Failure to Provide and Maintain Accurate and** 20 **Compliant Wage Records)**

21 72. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs
22 1 through 25 in this Complaint.

23 73. At all material times set forth herein, California Labor Code § 226(a) provides that
24 every employer shall furnish each of his or her employees an accurate itemized wage statement
25 in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours
26 worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate
27 if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made
28 on written orders of the employee may be aggregated and shown as one item, (5) net wages

1 earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the
2 employee and the last four digits of his or her social security number or an employee
3 identification number other than a social security number, (8) the name and address of the legal
4 entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and
5 the corresponding number of hours worked at each hourly rate by the employee.

6 74. Defendants have intentionally and willfully failed to provide employees with
7 complete and accurate wage statements. The deficiencies include, among other things, the
8 failure to correctly identify the gross wages earned by Plaintiffs and the Class, the failure to list
9 the true “total hours worked by the employee,” the failure to list the true net wages earned, and
10 the failure to list all the applicable pay rates in effect during pay periods.

11 75. As a result of Defendants’ violation of California Labor Code § 226(a), Plaintiffs
12 and the Class have suffered injury and damage to their statutorily protected rights.

13 76. Specifically, Plaintiffs and the members of the Class have been injured by
14 Defendants’ intentional violation of California Labor Code § 226(a) because they were denied
15 both their legal right to receive, and their protected interest in receiving, accurate, itemized wage
16 statements under California Labor Code § 226(a).

17 77. Calculation of the true wage entitlement for Plaintiffs and the Class is difficult and
18 time consuming. As a result of this unlawful burden, Plaintiffs and the Class were also injured as
19 a result of having to bring this action to attempt to obtain correct wage information following
20 Defendants’ refusal to comply with many of the mandates of California’s Labor Code and related
21 laws and regulations.

22 78. Plaintiffs and the Class are entitled to recover from Defendants the greater of their
23 actual damages caused by Defendants’ failure to comply with California Labor Code § 226(a), or
24 an aggregate penalty not exceeding four thousand dollars (\$4,000) per employee.

25 79. Plaintiffs and the Class are also entitled to injunctive relief, as well as an award of
26 attorney’s fees and costs to ensure compliance with this section, pursuant to California Labor
27 Code § 226(h).

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EIGHTH CAUSE OF ACTION

(By All Plaintiffs Against All Defendants for Failure to Indemnify Employees for Expenditures)

80. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 25 of this Complaint.

81. As set forth above, Plaintiffs and the Class were required to incur substantial necessary expenditures and losses in direct consequence of the discharge of their duties or of their obedience to directions of Defendants.

82. Defendants violated California Labor Code § 2802, by failing to pay and indemnify Plaintiffs and the Class for necessary expenditures and losses incurred in direct consequence of the discharge of their duties or of their obedience to directions of Defendants.

83. As a result, Plaintiffs and the Class were damaged at least in the amounts of the expenses they paid, or which were deducted by Defendants from their wages.

84. Plaintiffs and the Class are entitled to reasonable attorney's fees, expenses, and costs of suit pursuant to California Labor Code § 2802(c) and interest pursuant to California Labor Code § 2802(b).

NINTH CAUSE OF ACTION

(By All Plaintiffs Against All Defendants for Violation of California Business & Professions Code §§ 17200, et seq.)

85. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 25 in this Complaint.

86. Defendants, and each of them, are "persons" as defined under California Business & Professions Code § 17201.

87. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, unlawful, and harmful to Plaintiffs, other Class members, and to the general public. Plaintiffs seek to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure § 1021.5.

88. Defendants' activities, as alleged herein, are violations of California law, and

1 constitute unlawful business acts and practices in violation of California Business & Professions
2 Code §§ 17200, *et seq.*

3 89. A violation of California Business & Professions Code §§ 17200, *et seq.* may be
4 predicated on the violation of any state or federal law. All of the acts described herein as
5 violations of, among other things, the California Labor Code, are unlawful and in violation of
6 public policy; and in addition are immoral, unethical, oppressive, fraudulent and unscrupulous,
7 and thereby constitute unfair, unlawful and/or fraudulent business practices in violation of
8 California Business & Professions Code §§ 17200, *et seq.*

9 **Failure to Pay Minimum and Straight Time Wages**

10 90. Defendants' failure to pay minimum and straight time wages, and other benefits in
11 violation of the California Labor Code constitutes unlawful and/or unfair activity prohibited by
12 California Business & Professions Code §§ 17200, *et seq.*

13 **Failure to Pay Overtime Wages**

14 91. Defendants' failure to pay overtime compensation and other benefits in violation
15 of California Labor Code §§ 510, 1194, and 1198 constitutes unlawful and/or unfair activity
16 prohibited by California Business & Professions Code §§ 17200, *et seq.*

17 **Failure to Provide Meal Periods**

18 92. Defendants' failure to provide meal periods in accordance with California Labor
19 Code §§ 226.7 and 512, and the IWC Wage Orders, as alleged above, constitutes unlawful and/or
20 unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

21 **Failure to Authorize and Permit Rest Periods**

22 93. Defendants' failure to authorize and permit rest periods in accordance with
23 California Labor Code § 226.7 and the IWC Wage Orders, as alleged above, constitutes unlawful
24 and/or unfair activity prohibited by Business and Professions Code §§ 17200, *et seq.*

25 **Failure to Indemnify Business Expenses**

26 94. Defendants' failure to reimburse expenses incurred in accordance with California
27 Labor Code § 2802, as alleged above, constitutes unlawful and/or unfair activity prohibited by
28 California Business & Professions Code §§ 17200 *et seq.*

1 95. By and through their unfair, unlawful and/or fraudulent business practices
2 described herein, the Defendants, have obtained valuable property, money and services from
3 Plaintiffs, and all persons similarly situated, and have deprived Plaintiffs, and all persons
4 similarly situated, of valuable rights and benefits guaranteed by law, all to their detriment.

5 96. Plaintiffs and the Class Members suffered monetary injury as a direct result of
6 Defendants' wrongful conduct.

7 97. Plaintiffs, individually, and on behalf of members of the putative Class, are
8 entitled to, and do, seek such relief as may be necessary to disgorge money and/or property
9 which the Defendants have wrongfully acquired, or of which Plaintiffs and the Class have been
10 deprived, by means of the above-described unfair, unlawful and/or fraudulent business practices.
11 Plaintiffs and the Class are not obligated to establish individual knowledge of the wrongful
12 practices of Defendants in order to recover restitution.

13 98. Plaintiffs, individually, and on behalf of members of the putative class, are further
14 entitled to and do seek a declaration that the above-described business practices are unfair,
15 unlawful and/or fraudulent, and injunctive relief restraining the Defendants, and each of them,
16 from engaging in any of the above-described unfair, unlawful and/or fraudulent business
17 practices in the future.

18 99. Plaintiffs, individually, and on behalf of members of the putative class, has no
19 plain, speedy, and/or adequate remedy at law to redress the injuries which the Class Members
20 suffered as a consequence of the Defendants' unfair, unlawful and/or fraudulent business
21 practices. As a result of the unfair, unlawful and/or fraudulent business practices described
22 above, Plaintiffs, individually, and on behalf of members of the putative Class, have suffered and
23 will continue to suffer irreparable harm unless the Defendants, and each of them, are restrained
24 from continuing to engage in said unfair, unlawful and/or fraudulent business practices.

25 100. Plaintiffs also allege that if Defendants are not enjoined from the conduct set forth
26 herein above, they will continue to avoid paying the appropriate taxes, insurance and other
27 withholdings.

28 101. Pursuant to California Business & Professions Code §§ 17200, *et seq.*, Plaintiffs

1 and putative Class Members are entitled to restitution of the wages withheld and retained by
2 Defendants during a period that commences four years and 178 days prior to the filing of this
3 complaint; a permanent injunction requiring Defendants to pay all outstanding wages due to
4 Plaintiffs and Class Members; an award of attorneys' fees pursuant to California Code of Civil
5 Procedure § 1021.5 and other applicable laws; and an award of costs.

6 **TENTH CAUSE OF ACTION**

7 **(By All Plaintiffs Against All Defendants for Civil Penalties Under the Private Attorneys**
8 **General Act of 2004, Cal. Lab. Code § 2698, et seq.)**

9 102. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs
10 1 through 25 in this Complaint.

11 103. At all times herein mentioned, Defendants were subject to the Labor Code of the
12 State of California and the applicable Industrial Welfare Commission Orders.

13 104. California Labor Code § 2699(a) specifically provides for a private right of action
14 to recover penalties for violations of the Labor Code: "Notwithstanding any other provision of
15 law, any provision of this code that provides for a civil penalty to be assessed and collected by
16 the Labor and Workforce Development Agency or any of its departments, divisions,
17 commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative,
18 be recovered through a civil action brought by an aggrieved employee on behalf of himself or
19 herself and other current or former employees pursuant to the procedures specified in Section
20 2699.3."

21 105. Plaintiffs have exhausted their administrative remedies pursuant to California
22 Labor Code § 2699.3. They gave written notice by online filing to the Labor and Workforce
23 Development Agency and by certified mail to Defendants of the specific provisions of the Labor
24 Code that Defendants have violated against Plaintiffs and current and former aggrieved
25 employees, including the facts and theories to support the violations. Plaintiffs also paid the
26 filing fee.

27 106. The Labor and Workforce Development Agency has not indicated that it intends to
28 investigate Defendants' Labor Code violations discussed in the notice. Accordingly, Plaintiffs

1 may commence a civil action to recover penalties under Labor Code § 2699 pursuant to § 2699.3
2 for the violations of the Labor Code described in this Complaint. These penalties include, but are
3 not limited to, penalties under California Labor Code §§ 210, 226.3, 1174.5, 1197.1, and 2699.

4 107. Based on the conduct described in this Complaint, Plaintiffs are entitled to an
5 award of civil penalties on behalf of themselves, the State of California, and similarly Aggrieved
6 Employees of Defendants. The exact amount of the applicable penalties, in all, is in an amount
7 to be shown according to proof at trial. These penalties are in addition to all other remedies
8 permitted by law.

9 108. In addition, Plaintiffs seek an award of reasonable attorney's fees and costs
10 pursuant to California Labor Code § 2699(g)(1), which states, "Any employee who prevails in
11 any action shall be entitled to an award of reasonable attorney's fees and costs."

12 **PRAYER FOR RELIEF**

13 Plaintiffs, individually, and on behalf of all others similarly situated only with respect to the class
14 claims, pray for relief and judgment against Defendants, jointly and severally, as follows:

15 **Class Certification**

16 1. That this action be certified as a class action with respect to the First, Second,
17 Third, Fourth, Fifth, Sixth, Seventh, Eighth, and Ninth Causes of Action;

18 2. That Plaintiffs be appointed as the representatives of the Class; and,

19 3. That counsel for Plaintiffs be appointed as Class Counsel.

20 **As to the First Cause of Action**

21 4. That the Court declare, adjudge, and decree that Defendants violated California
22 Labor Code §§ 1194, 1194.2, 1197 and applicable IWC Wage Orders by willfully failing to pay
23 all minimum and straight time wages due;

24 5. For unpaid wages as may be appropriate;

25 6. For pre-judgment interest on any unpaid compensation commencing from the date
26 such amounts were due;

27 7. For liquidated damages;

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8. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code § 1194(a); and,

9. For such other and further relief as the Court may deem equitable and appropriate.

As to the Second Cause of Action

10. That the Court declare, adjudge, and decree that Defendants violated California Labor Code §§ 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime wages due;

11. For unpaid wages at overtime wage rates as may be appropriate;

12. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due;

13. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code § 1194(a); and,

14. For such other and further relief as the Court may deem equitable and appropriate.

As to the Third Cause of Action

15. That the Court declare, adjudge, and decree that Defendants violated California Labor Code §§ 226.7 and 512, and the IWC Wage Orders;

16. For unpaid meal period premium wages as may be appropriate;

17. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due;

18. For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5, and for costs of suit incurred herein; and,

19. For such other and further relief as the Court may deem equitable and appropriate.

As to the Fourth Cause of Action

20. That the Court declare, adjudge, and decree that Defendants violated California Labor Code §§ 226.7 and 512, and the IWC Wage Orders;

21. For unpaid rest period premium wages as may be appropriate;

22. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due;

23. For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5,
and for costs of suit incurred herein; and,

24. For such other and further relief as the Court may deem equitable and appropriate.

As to the Fifth Cause of Action

25. That the Court declare, adjudge and decree that Defendants violated California
Labor Code § 204 by willfully failing to pay all compensation owed every pay period;

26. For statutory wage penalties pursuant to California Labor Code § 204;

27. For pre-judgment interest on any unpaid wages from the date such amounts were
due;

28. For reasonable attorneys' fees and for costs of suit incurred herein; and,

29. For such other and further relief as the Court may deem equitable and appropriate.

As to the Sixth Cause of Action

30. That the Court declare, adjudge and decree that Defendants violated California
Labor Code §§ 201, 202, and 203 by willfully failing to pay all compensation owed at the time of
termination of the employment;

31. For statutory wage penalties pursuant to California Labor Code § 203 for former
employees who have left Defendants' employ;

32. For pre-judgment interest on any unpaid wages from the date such amounts were
due;

33. For reasonable attorneys' fees and for costs of suit incurred herein; and,

34. For such other and further relief as the Court may deem equitable and appropriate.

As to the Seventh Cause of Action

35. That the Court declare, adjudge, and decree that Defendants violated the record
keeping provisions of California Labor Code § 226(a) and applicable IWC Wage Orders, and
willfully failed to provide accurate itemized wage statements thereto;

36. For all actual damages, according to proof;

37. For statutory penalties pursuant to California Labor Code § 226(e);

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38. For injunctive relief to ensure compliance with this section, pursuant to California Labor Code § 226(h);

39. For reasonable attorneys' fees and for costs of suit incurred herein; and,

40. For such other and further relief as the Court may deem equitable and appropriate.

As to the Eighth Cause of Action

41. That the Court declare, adjudge, and decree that Defendants violated California Labor Code § 2802 by willfully failing to indemnify employees for expenditures;

42. For unpaid wages or reimbursed business expenses as may be appropriate;

43. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due;

44. For reasonable attorneys' fees and for costs of suit incurred herein; and,

45. For such other and further relief as the Court may deem equitable and appropriate.

As to the Ninth Cause of Action

46. That the Court declare, adjudge, and decree that Defendants violated California Business & Professions Code §§ 17200, *et seq.* by failing to pay for all hours worked (minimum, straight time, and overtime wages), failing to provide meal periods, failing to authorize and permit rest periods, and failing to reimburse all businesses expenses or losses;

47. For restitution of unpaid wages to Plaintiffs and all Class Members and prejudgment interest from the day such amounts were due and payable;

48. For the appointment of a receiver to receive, manage and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violations of California Business & Professions Code §§ 17200 *et seq.*;

49. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure § 1021.5;

50. For injunctive relief to ensure compliance with this section, pursuant to California Business & Professions Code §§ 17200, *et seq.*; and,

51. For such other and further relief as the Court may deem equitable and appropriate.

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As to the Tenth Cause of Action

52. That the Court declare, adjudge and decree that Defendants violated the California Labor Code by failing to pay wages for all hours worked (including minimum, straight time, and overtime), failing to provide meal periods and pay the correct amount of meal period premium wages, failing to authorize and permit rest periods and pay the correct amount of rest period premium wages, failing to pay all earned wages twice per month, failing to maintain accurate records of hours worked and meal periods, failing to pay wages owed every pay period, failing to pay all final wages to terminated employees, failing to furnish accurate wage statements, and failing to indemnify employees for expenditures;

53. For all actual, consequential and incidental losses and damages, according to proof;

54. For all civil penalties pursuant to California Labor Code §§ 2699, et seq., and all other applicable Labor Code provisions;

55. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code § 2699; and,

56. For such other and further relief as the Court may deem equitable and appropriate

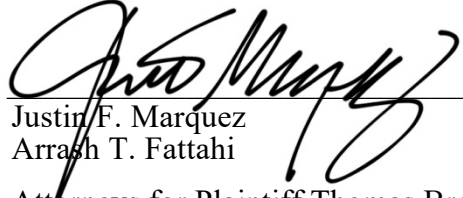
As to all Causes of Action

57. For any additional relief that the Court deems just and proper.

Respectfully submitted,

Dated: May 29, 2024

WILSHIRE LAW FIRM

By: 

Justin F. Marquez
Arrash T. Fattahi

Attorneys for Plaintiff Thomas Brown

Dated: May 29, 2024

MESSRELIAN LAW INC.

By: /s/ Harout Messrelian

Harout Messrelian

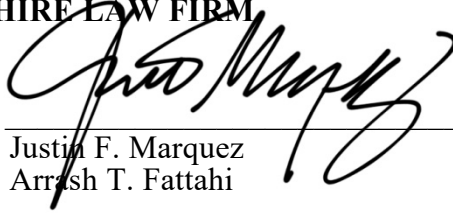
Attorneys for Plaintiff Anthony Doss

DEMAND FOR JURY TRIAL

Plaintiffs demand a trial by jury as to all causes of action triable by jury.

Dated: May 29, 2024

WILSHIRE LAW FIRM

By: 

Justin F. Marquez
Arrash T. Fattahi

Attorneys for Plaintiff Thomas Brown

Dated: May 29, 2024

MESSRELIAN LAW INC.

By: /s/ Harout Messrelian

Harout Messrelian

Attorney for Plaintiff Anthony Doss

Brown v. Fidelity Security Services, Inc., et al
21STCV31617

1 I declare under the penalty of perjury under the laws of the State of California, that the
2 foregoing is true and correct.

3 Executed this **May 29, 2024** at Irvine, California.

4 Zeyra Ceballos
Type or Print Name


Signature