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ELECTRONICALLY FILED
Superior Court of California
County of Sacramento
04/22/2025

By: L. Stewart Deputy

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SACRAMENTO

DAMIAN DUNWOOD, an individual,

Plaintiff,

v.

BRINK'S INCORPORATED, a Delaware
Corporation; SILAS STEELE, an individual;
and DOES 1 through 25, inclusive,

Defendants.

CASE NO.: 25CV002238

FIRST AMENDED COMPLAINT

DEMAND FOR JURY TRIAL
DEMAND FOR PUNITIVE DAMAGES
DEMAND FOR PUBLIC INJUNCTIVE RELIEF
DAMAGES EXCEED \$35,000

Plaintiff DAMIAN DUNWOOD ("Plaintiff") hereby files this Complaint against Defendants BRINK'S INCORPORATED, ("BRINK'S") a Delaware Corporation, SILAS STEELE, ("STEELE") an individual, and DOES 1 through 25, inclusive (hereinafter all collectively referred to as "Defendants" unless otherwise noted). Plaintiff, by and through his attorneys, alleges as follows:

INTRODUCTION

1. This Complaint arises from Defendants' deliberate and reckless actions that jeopardized the safety of Plaintiff, other BRINK'S employees, and the public. Plaintiff, an Armed Transport Guard, along with other employees, were forced to operate vehicles with known defective air conditioning in extreme heat, facing severe risks of heat-related illnesses, including incapacitation and death. Defendants knowingly subjected employees to these life-threatening conditions, creating a grave risk of fatal incidents and catastrophic collisions if a driver became

1 incapacitated and lost control of their fortified vehicle. Despite repeated warnings, Defendants
2 refused to address these dangers and instead retaliated against Plaintiff for raising safety concerns,
3 ultimately forcing his resignation. If Defendants' conduct continues unchecked, it is only a matter
4 of time before it results in the preventable loss of life.

5 **PARTIES**

6 2. Plaintiff is, and at all relevant times was, an individual residing in the County of
7 Sacramento, State of California.

8 3. Defendant BRINK'S is a Delaware Corporation operating in the State of California
9 with a physical branch located at 8178 Alpine Ave., Sacramento, CA 95826.

10 4. Defendant STEELE is, and at all relevant times was, an individual who, based on
11 information and belief, resides in the County of Sacramento, State of California.

12 5. The true names, capacities, and liabilities of Does 1 through 25, whether individual,
13 corporate, associate, or otherwise are unknown to Plaintiff and therefore Plaintiff sues said Doe
14 Defendants using fictitious names pursuant to Section 474 of the California Code of Civil
15 Procedure. Plaintiff is informed and believes and therefore alleges that each of the Doe Defendants
16 are legally responsible in some manner for the events and happenings referred to herein. Plaintiff
17 will amend his Complaint to allege such true names and capacities when they have been
18 determined.

19 6. Plaintiff further is informed and believes and therefore alleges that all known and
20 unknown defendants acted on behalf of, and for the benefit of, at the direction of, and in conspiracy
21 with, each and every defendant, known or unknown, and their agents and/or employees, and each
22 of them, to do the acts complained of herein.

23 **JURISDICTION AND VENUE**

24 7. The Sacramento Superior Court has jurisdiction in this matter pursuant to California
25 Code of Civil Procedure section 410.010 to determine alleged violations of the California Labor
26 Code, California common law, and the relevant Wage Order.

27 8. Venue is proper in the Sacramento County Superior Court because Plaintiff's
28 employment and the events giving rise to the Complaint occurred in Sacramento County.

9. Plaintiff sought permission pursuant to Labor Code section 2699 *et seq.* to pursue the claims set forth in this Complaint against BRINK’S as a Private Attorney General on behalf of himself and other Aggrieved Employees. Pursuant to California Labor Code section 2699.3, Plaintiff gave written notice via online submission to the Labor and Workforce Development Agency (“LWDA”) and the Occupational Safety and Health Administration (“OSHA”) on approximately January 3, 2025. Plaintiff provided facts and legal bases for his claims within the notice to the LWDA and OSHA on all violations asserted under the Private Attorneys General Act cause of action. Plaintiff also submitted the \$75.00 filing fee. The January 3, 2025, notice was also sent via certified mail to BRINK’S. Plaintiff is informed and believes that, to date, the LWDA has not provided any response to Plaintiff’s notice correspondence. Further, Plaintiff is informed and believes that, to date, OSHA has not commenced an investigation in response to Plaintiff’s notice correspondence. Accordingly, Plaintiff is informed and believes that he has exhausted all administrative remedies pursuant to the Private Attorneys General Act (“PAGA”) and may bring this action on behalf of himself and all Aggrieved Employees. *See* Cal. Labor Code § 2699.3; *Caliber Bodyworks, Inc. v. Sup. Ct.* (2005) 134 Cal.App.4th 365, 383 n.18, 385 n.19. Aggrieved Employees includes, but is not limited to all non-exempt, hourly drivers who have, or continue to, work for BRINK’S in California at any time from January 3, 2024, to the present.

STATEMENT OF FACTS

10. Plaintiff and Aggrieved Employees worked as non-exempt employees receiving an hourly wage. Plaintiff began working for BRINK’S in November of 2023, when he was hired as an Armed Transport Guard (“ATG”) at a rate of \$25.29 per hour, later increasing to \$26.31. Pursuant to a November 14, 2023, offer of employment, Plaintiff was also eligible for two weeks of combined sick and vacation time as well as health, life, and disability insurance.

11. Plaintiff's duties included driving an armored vehicle, delivering and picking up valuables, servicing ATMs, and other similar and related duties. During his employment, Plaintiff was, at times, responsible for transporting millions of dollars in valuables and weapons from the Modesto branch to Sacramento by himself.

1 12. Plaintiff and Aggrieved Employees routinely worked in excess of twelve hours
2 a day. Because of the demands placed on them by management and STEELE, which included
3 constant pressure to work faster, Plaintiff and Aggrieved Employees were routinely forced to
4 work through required meal and rest breaks. To the extent Plaintiff and Aggrieved Employees
5 were able to receive meal breaks, they were taken after the fifth hour of work. Plaintiff and
6 Aggrieved Employees were not compensated with premiums for these missed breaks.

7 13. Plaintiff and Aggrieved Employees were also forced to respond to calls and texts
8 on their personal cell phones on their days off. Plaintiff and Aggrieved Employees were not
9 reimbursed for the use of their personal cell phone and were not compensated for the work
10 performed on their days off, which resulted in unpaid minimum and overtime wages.

11 14. In 2024, Plaintiff began complaining to BRINK'S management, including
12 STEELE, that the vehicles he was using had dysfunctional air conditioning systems. Despite
13 these complaints, Defendants failed to fix the vehicles, sometimes resulting in temperatures
14 inside the vehicles exceeding 115 degrees Fahrenheit.

15 15. Based on information and belief, Defendants were well aware that their vehicles
16 suffered from dysfunctional air conditioning systems—even before Plaintiff complained—and
17 intentionally and knowingly failed to properly fix these conditions. Based on further
18 information and belief, with full and direct knowledge of the dysfunctional air conditioning
19 systems, Defendants, including STEELE, knowingly and intentionally sent out drivers,
20 including Plaintiff, in vehicles with dysfunctional air conditioning systems knowing that there
21 was a high likelihood of causing heat stroke, physical injury, and potentially death.
22 Furthermore, the dangers posed by these conditions is not just to BRINK'S employees, but to
23 the public who can and will be injured or killed by vehicles operated by drivers who become
24 incapacitated. Additionally, Defendants know that in the event a driver passes out or otherwise
25 becomes incapacitated, emergency responders are unable to extract drivers from the vehicles
26 due to their fortified construction and thus, drivers will be trapped in dangerous conditions
27 unless and until someone with a spare key arrives.
28

1 16. On June 24, 2024, months after Plaintiff himself first began complaining about
2 the issue, Plaintiff suffered from extreme heat exhaustion after being exposed to prolonged
3 temperatures of above 100 degrees Fahrenheit inside his vehicle. This resulted in severe pain,
4 loss of bodily control, blurred vision, blood toxicity, damage to his muscle tissue, and severe
5 emotional distress. As a result, Plaintiff was admitted to the emergency room and taken off
6 work.

7 17. Following this incident, Plaintiff again complained to management and this time
8 filed a formal complaint with OSHA with the sincere hope that BRINK'S would fix the
9 obviously dangerous and unsafe vehicles. Instead, however, BRINK'S, and specifically
10 STEELE, began retaliating against Plaintiff.

11 18. On July 3, 2024, just days after the June 24, 2024, medical emergency, Plaintiff
12 was once again forced to use a vehicle without a functional air conditioning system wherein the
13 inside temperature of the vehicle reached 114 degrees Fahrenheit.

14 19. Although Plaintiff continued to complain, including to upper management and
15 HR, Defendants refused to rectify the situation and continued to provide Plaintiff and Aggrieved
16 Employees with vehicles that were dangerous to both them and all other individuals on the road.
17 Should BRINK'S continue this practice, someone will get killed.

18 20. Unfortunately, Plaintiff's continued complaints only invited further retaliation
19 from STEELE who began cutting his hours, blocking/screening his calls, micromanaging him,
20 belittling him, and verbally and physically intimidating him at every opportunity. In turn, this
21 caused Plaintiff severe emotional distress, which, combined with his constant fear for his safety,
22 resulted in devastating emotional, personal, and interpersonal issues.

23 21. Based on information and belief, STEELE and/or other managers disregarded
24 warnings from BRINK'S own mechanics and forced the mechanics to pass vehicles when they
25 were known to be unsafe and/or prevented them from performing complete repairs.

26 22. Based on information and belief, and as a result of inadequate air conditioning,
27 at least one other driver suffered heat exhaustion while driving which caused him to lose control
28 of his vehicle and at least one other driver experienced a brake failure while driving.

23. Based on information and belief, BRINK'S was and is aware of STEELE's unfitness for management and in particular his propensity to disregard the well being of employees to ensure that his branch exceeds certain metrics, thereby earning him additional compensation, in addition to his propensity to retaliate against employees who speak up about dangerous or other unlawful conditions.

24. Defendants' failure to provide Plaintiff with a safe and healthful work environment, in addition to retaliation and harassment, forced Plaintiff to resign.

FIRST CAUSE OF ACTION

FAILURE TO PAY REGULAR WAGES

(As to BRINK'S and DOES 1 through 25)

25. Plaintiff incorporates by reference as though fully set forth herein each and every allegation made in this Complaint.

26. An employer is required to compensate employees for all hours worked at the higher of the minimum wage or the agreed-upon hourly rate. *See* Cal. Labor Code §§ 223, 1194, 1194.2.

27. BRINK'S failed to pay Plaintiff for all of his hours worked, including the time he was forced to spend responding to communications on his days off and through breaks.

28. As a proximate result of BRINK'S conduct, Plaintiff has suffered damages, the precise amount of which will be determined at trial.

SECOND CAUSE OF ACTION

FAILURE TO PAY OVERTIME WAGES

(As to BRINK'S and DOES 1 through 25)

29. Plaintiff incorporates by reference as though fully set forth herein each and every allegation made in this Complaint.

30. During the period Plaintiff was employed by BRINK'S, BRINK'S was required to compensate Plaintiff at 1 ½ times the regular rate of pay for hours worked in excess of eight (8) hours per day and/or forty (40) hours per week, and 2 times the regular rate of pay for hours worked in excess of twelve (12) hours per day. *See e.g.* Cal. Labor Code §§ 510, 1194.

1 31. Generally, Plaintiff worked more than forty (40) hours per week. However,
2 BRINK'S failed to compensate Plaintiff for all overtime hours he worked at the regular rate of
3 pay, including time spent responding to text messages on his days off.

4 32. Plaintiff was not exempt from overtime protections under the relevant Wage Order
5 and the Labor Code.

6 33. As a proximate result of BRINK'S conduct, Plaintiff has suffered damages, the
7 precise amount of which will be determined at trial.

8 **THIRD CAUSE OF ACTION**

9 **MEAL PERIOD VIOLATIONS**

10 **(As to BRINK'S and DOES 1 through 25)**

11 34. Plaintiff incorporates by reference as though fully set forth herein each and every
12 allegation made in this Complaint.

13 35. An employer must provide an employee a meal period in accordance with the
14 applicable Wage Order, and California Labor Code sections 226.7 and 512.

15 36. California Labor Code sections 226.7 and 512 and the relevant Wage Order,
16 require an employer to provide an uninterrupted meal period of not less than thirty (30) minutes
17 for each work period of more than five (5) hours.

18 37. BRINK'S employed Plaintiff for periods of more than five (5) hours without
19 providing meal breaks of at least thirty (30) minutes. Plaintiff did not waive his right to meal
20 periods during his employment.

21 38. BRINK'S failed to pay Plaintiff the applicable meal period premiums for his missed
22 meal breaks.

23 39. As a proximate result of BRINK'S conduct, Plaintiff has suffered damages, the
24 precise amount of which will be determined at trial.

1 **FOURTH CAUSE OF ACTION**

2 **REST PERIOD VIOLATIONS**

3 **(As to BRINK'S and DOES 1 through 25)**

4 40. Plaintiff incorporates by reference as though fully set forth herein each and every
5 allegation made in this Complaint.

6 41. An employer must provide an employee a rest period in accordance with the
7 applicable Wage Order and California Labor Code section 226.7.

8 42. California Labor Code section 226.7 and the relevant Wage Order require an
9 employer to provide a rest period of not less than ten (10) minutes for each work period of more
10 than four (4) hours or a major fraction thereof.

11 43. BRINK'S failed to authorize and permit Plaintiff to take rest periods of at least ten
12 (10) minutes for each work period that he worked more than four (4) hours or a major fraction
13 thereof.

14 44. BRINK'S failed to pay Plaintiff the applicable rest period premium for his missed
15 rest periods.

16 45. As a proximate result of BRINK'S conduct, Plaintiff has suffered damages, the
17 precise amount of which will be determined at trial.

18 **FIFTH CAUSE OF ACTION**

19 **FAILURE TO REIMBURSE EXPENSES**

20 **(As to BRINK'S and DOES 1 through 25)**

21 46. Plaintiff incorporates by reference as though fully set forth herein each and every
22 allegation made in this Complaint.

23 47. California Labor Code section 2802(a) states that "[a]n employer shall indemnify
24 his or her employee for all necessary expenditures or losses incurred by the employee in direct
25 consequence of the discharge of his or her duties, or of his or her obedience to the directions of the
26 employer, even though unlawful, unless the employee, at the time of obeying the directions,
27 believed them to be unlawful."
28

1 48. BRINK’S required Plaintiff use his personal cellphone for work related purposes.
2 However, BRINK’S failed to reimburse Plaintiff for these expenses.

3 49. As a proximate result of BRINK’S conduct, Plaintiff has been harmed in an
4 amount to be proven at trial.

5 50. As a further proximate result of BRINK’S conduct, Plaintiff has suffered
6 damages, the precise amount of which will be determined at trial.

7 **SIXTH CAUSE OF ACTION**

8 **WAITING TIME PENALTIES**

9 **(As to BRINK’S and DOES 1 through 25)**

10 51. Plaintiff incorporates by reference as though fully set forth herein each and every
11 allegation made in this Complaint.

12 52. An employer must pay an employee who is terminated all unpaid wages
13 immediately upon termination. *See* Cal. Labor Code § 201.

14 53. Plaintiff did not receive all wages, including regular wages, meal period premiums,
15 and rest period premiums owed at the time of his termination.

16 54. An employer who willfully fails to pay an employee wages in accordance with
17 California Labor Code section 201 must pay the employee a waiting time penalty of up to thirty
18 (30) days. *See* Cal Labor Code § 203.

19 55. BRINK’S knew of their obligation to pay Plaintiff his final wages when his
20 employment ended.

21 56. As a proximate result of BRINK’S conduct, Plaintiff has suffered damages, the
22 precise amount of which will be determined at trial.

23 **SEVENTH CAUSE OF ACTION**

24 **RETALIATION IN VIOLATION OF LABOR CODE § 1102.5**

25 **(As to BRINK’S and DOES 1 through 25)**

26 57. Plaintiff incorporates by reference as though fully set forth herein each and every
27 allegation made in this Complaint.

1 58. California Labor Code section 1102.5 provides “[a]n employer, or any person
2 acting on behalf of the employer, shall not retaliate against an employee for disclosing information,
3 or because the employer believes that the employee disclosed or may disclose information, to a
4 government or law enforcement agency, to a person with authority over the employee or another
5 employee who has the authority to investigate, discover, or correct the violation or noncompliance
6 ... if the employee has reasonable cause to believe that the information discloses a violation of
7 state or federal statute, or a violation of or noncompliance with a local, state, or federal rule or
8 regulation, regardless of whether disclosing the information is part of the employee’s job duties.”
9 Cal. Labor Code § 1102.5(b).

10 59. During his employment, Plaintiff engaged in protected activity by complaining to
11 his supervisor STEELE as well as other BRINK’S employees regarding the dangerous and unsafe
12 working conditions, in addition to the retaliation he was facing. Rather than correct the situation,
13 Defendants retaliated against Plaintiff by, among other things, cutting his hours, micromanaging
14 him, blocking his communications, forcing him into dangerous vehicles, and engaging in verbal
15 and physical intimidation.

16 60. As a proximate result of Defendants’ conduct, Plaintiff has suffered damages, the
17 precise amount of which will be determined at trial.

18 61. Additionally, because Defendants acted with oppression, fraud, and/or malice,
19 Plaintiff is entitled to recover punitive damages for the same of example and by way of punishing
20 BRINK’S.

21 **EIGHTH CAUSE OF ACTION**

22 **WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY**

23 **(As to BRINK’S and DOES 1 through 25)**

24 62. Plaintiff incorporates by reference as though fully set forth herein each and every
25 allegation made in this Complaint.

26 63. An employer’s violation of a statute is also a violation of public. *See Jie v. Liang*
27 *Tai Knitwear Co.* (2001) 89 Cal.App.4th 654, 660-661. Thus, a violation of Labor Code sections
28 1102.5 and 6400 et seq., are also a violation of public policy.

64. California has a fundamental public policy opposing retaliation for reporting unlawful conduct and ensuring safe and healthful working conditions. *See* Cal. Labor Code §§ 1102.5 and 6400 et seq.

65. As stated above, BRINK'S retaliated against Plaintiff after he complained about unlawful conditions and continued to provide him with an unsafe and healthful working conditions, forcing him to resign.

66. As a proximate result of Defendants' conduct, Plaintiff has suffered damages, the precise amount of which will be determined at trial.

67. Additionally, because Defendants acted with oppression, fraud, and/or malice, Plaintiff is entitled to recover punitive damages for the same of example and by way of punishing BRINK'S.

NINTH CAUSE OF ACTION

NEGLIGENT HIRING, RETENTION, OR SUPERVISION

(As to BRINK'S and DOES 1 through 25)

68. Plaintiff incorporates by reference as though fully set forth herein each and every allegation made in this Complaint.

69. BRINK'S hired STEELE, who was, or became, unfit to perform the work for which they were hired.

70. BRINK'S knew or should have known that STEELE was unfit to perform the work for which they were hired, or became unfit, and that this unfitness created a particular risk.

71. STEELE's unfitness harmed Plaintiff.

72. BRINK'S's negligence in hiring, supervising, or retaining STEELE was a substantial factor in causing Plaintiff's harm.

73. As a result of BRINK'S negligence, Plaintiff has suffered damages, the precise amount of which will be determined at trial.

1 safe and healthful. Every employer shall do every other thing reasonably necessary to protect the
2 life, safety, and health of employees.”

3 83. Pursuant to Labor Code section 6401.7(a) and (b), “[e]very employer shall
4 establish, implement, and maintain an effective injury prevention program” and “shall correct
5 unsafe and unhealthy conditions and work practices in a timely manner based on the severity of
6 the hazard.”

7 84. Pursuant to Labor Code section 6402, “[n]o employer shall require, or permit any
8 employee to go or be in any employment or place of employment which is not safe and healthful.”

9 85. Pursuant to Labor Code section 6403, “[n]o employer shall fail or neglect to . . .
10 provide and use safety devices and safeguards reasonably adequate to render the employment and
11 place of employment safe. . . . To adopt and use methods and processes reasonably adequate to
12 render the employment and place of employment safe. . . . To do every other thing reasonably
13 necessary to protect the life, safety, and health of employees.”

14 86. Pursuant to Labor Code section 6404, “[n]o employer shall occupy or maintain any
15 place of employment that is not safe and healthful.”

16 87. Pursuant to Labor Code section 6406(d), no employer shall “fail or neglect to do
17 every other thing reasonably necessary to protect the life, safety, and health of employees.”

18 88. Pursuant to Labor Code section 6407, “[e]very employer and every employee shall
19 comply with occupational safety and health standards, with Section 25910 of the Health and Safety
20 Code, and with all rules, regulations, and orders pursuant to this division which are applicable to
21 his own actions and conduct.”

22 89. Pursuant to the relevant Wage Order, “[t]he temperature maintained in each work
23 area shall provide reasonable comfort consistent with industry-wide standards for the nature of the
24 process and the work performed.”

25 90. Pursuant to Title 8 CCR 3395(d)(1), employers are required to maintain certain
26 conditions, including proper ventilation and cooling, when the outside temperature exceeds 80
27 degrees Fahrenheit.
28

1 91. Based on the conduct described in this Complaint, BRINK’S has knowingly and
2 intentionally violated the above statutes and regulations relating to the health and safety of its
3 employees and their working conditions. All for the sole purpose of earning additional revenue.

4 92. As a result, Plaintiff is entitled to public injunctive relief.

5 93. Because Plaintiff seeks to enforce an important right affecting the public interest,
6 Plaintiff is also entitled to an award of attorneys’ fees and costs pursuant to California Code of
7 Civil Procedure section 1021.5.

8 **TWEFLTH CAUSE OF ACTION**

9 **PUBLIC NUISANCE**

10 **(As to BRINK’S and DOES 1 through 25)**

11 94. Plaintiff incorporates by reference as though fully set forth herein each and every
12 allegation made in this Complaint.

13 95. BRINK’S has knowingly created and permitted a condition to exist that is
14 harmful to the health and safety of the employees and the public. Specifically, BRINK’S
15 conscious and deliberate decision to place profits over safety has caused its employees to use
16 unsafe and dangerous vehicles which pose significant risk of injury and death to its employees
17 and the public.

18 96. The complained of conditions affects a substantial number of people at the same
19 time and an ordinary person would be reasonably annoyed and disturbed by the condition.

20 97. The seriousness of the harm outweighs the social utility of BRINK’S conduct.

21 98. Plaintiff did not consent to BRINK’S conduct and the harm Plaintiff suffered
22 (damage from heat) was and is different from the type of harm suffered by the general public
23 (risk of death from automobile collision).

24 99. BRINK’S conduct was a substantial factor in causing Plaintiff’s harm.

25 100. As a result, Plaintiff is entitled to public injunctive relief.

26 101. Because Plaintiff seeks to enforce an important right affecting the public interest,
27 Plaintiff is also entitled to an award of attorneys’ fees and costs pursuant to California Code of
28 Civil Procedure section 1021.5.

1 **THIRTEENTH CAUSE OF ACTION**

2 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT**

3 **(As to BRINK'S)**

4 102. Plaintiff incorporates by reference as though fully set forth herein each and every
5 allegation made in this Complaint.

6 103. Plaintiff has alleged to the Labor Commissioner that BRINK'S has violated the
7 following provisions of the Labor Code in their dealings with Plaintiff and Aggrieved Employees:

- 8 • Violation of Labor Code §§ 1194, 1197.1; IWC Wage Order No. 9, § 4 (Failure to
9 Pay Minimum Wages)
- 10 • Violation of Labor Code §§ 510, 1194; IWC Wage Order No. 9, § 3 (Failure to Pay
11 Overtime Wages)
- 12 • Violation of Labor Code §§ 226.7, 512; IWC Wage Order No. 9, § 11(A) and 11(B)
13 (Failure to Provide Meal Periods or Pay Premiums in Lieu Thereof)
- 14 • Violation of Labor Code § 226.7; IWC Wage Order No. 9, § 12(A) (Failure to
15 Provide Rest Periods or Pay Premiums in Lieu Thereof)
- 16 • Violation of Labor Code §§ 226, 226.2, 226.3 (Failure to Provide Accurate Wage
17 Statements)
- 18 • Violation of Labor Code § 2802 (Failure to Reimburse Expenses)
- 19 • Violation of Labor Code § 1102.5 (Retaliation)
- 20 • Violation of Labor Code §§ 201-203 (Waiting Time Penalties)
- 21 • Violation of Labor Code §§ 6400, 6401, 6401.7, 6401.8, 6402, 6403, 6404, 6406,
22 6407 (Failures Relating to Health & Safety)

23 104. Plaintiff seeks civil penalties against BRINK'S as provided in the California Labor
24 Code, or if no civil penalty is provided, default penalties pursuant to California Labor Code section
25 2699(f).

26 105. As a proximate result of BRINK'S conduct, Plaintiff and Aggrieved Employees
27 have been damages as stated in the Prayer for Relief below.
28

1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

3 106. For actual damages in an amount according to proof;

4 107. For general and special damages in an amount according to proof, but in no event
5 less than \$1,000,000;

6 108. For consequential and incidental damages and expenses in an amount according to
7 proof;

8 109. For liquidated damages and penalties as provided by law;

9 110. For punitive and exemplary damages as provided by law;

10 111. For civil and statutory penalties in an amount according to proof;

11 112. For reasonable attorney's fees as provided by law;

12 113. For pre-judgment and post-judgment interest as provided by law;

13 114. For restitution;

14 115. For a permanent public injunction preventing Defendants from committing similar
15 violations of law in the future;

16 116. For a declaration from the Court declaring Defendants' conduct in violation of
17 California law;

18 117. For costs of suit incurred herein; and

19 118. For such other and further relief as the Court deems fair and just.

20
21
22 Dated: April 2, 2025

EMPLOYEE & CONSUMER ADVOCATES
OF NORTHERN CALIFORNIA, PC

23
24
25 By: Brittany Berzin
26 Connor W. Olson
27 Brittany V. Berzin
28 Attorneys for Plaintiff
Damian Dunwood

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EMPLOYEE & CONSUMER ADVOCATES
OF NORTHERN CALIFORNIA, PC

By: *Brittany Berzin*
 Connor W. Olson
 Brittany V. Berzin
 Attorneys for Plaintiff
 Damian Dunwood