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on behalf of the general public as private attorney general.

9
10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
FOR THE COUNTY OF SACRAMENTO

11
12 ROBERT PRYOR on behalf of the general
public as private attorney general,

13
14 Plaintiff,

15 v.

16 SECURITAS CRITICAL
17 INFRASTRUCTURE SERVICES, INC., a
Delaware Corporation; PARAGON
18 SYSTEMS, INC.; PARASYS, INC., an
Alabama Corporation; SECURITAS
19 SECURITY SERVICES USA, INC., a
Delaware Corporation; and DOES 1-50,
20 inclusive,

21
22 Defendants.
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ELECTRONICALLY FILED
Superior Court of California
County of Sacramento

07/24/2025

By: V. Bloxson Deputy

CASE NO.: **25CV017620**

**PAGA REPRESENTATIVE ACTION
COMPLAINT PURSUANT TO THE
PRIVATE ATTORNEYS GENERAL ACT
(Labor Code §§ 2698 et seq).**

1 Plaintiff ROBERT PRYOR (“Plaintiff”), on behalf the general public and all non-exempt
2 aggrieved employees, acting on behalf of the California Attorney General as private attorney
3 general, asserts claims against Defendants SECURITAS CRITICAL INFRASTRUCTURE
4 SERVICES, INC., a Delaware Corporation; PARAGON SYSTEMS, INC.; PARASYS, INC., an
5 Alabama Corporation; SECURITAS SECURITY SERVICES USA, INC., a Delaware
6 Corporation; and DOES 1-50, inclusive, (collectively “Defendants”) as follows:

7 **I. INTRODUCTION**

8 1. This is a representative action for recovery of penalties under the Private Attorneys
9 General Act of 2004 (“PAGA”), Cal. Lab. Code sections 2698 *et seq.* PAGA permits “aggrieved
10 employees” to bring a lawsuit as a representative action on behalf of the general public as private
11 attorney general and all other current and former aggrieved employees, to recover civil penalties
12 and address an employer’s violations of the California Labor Code.

13 2. In this case, Defendants violated various provisions of the California Labor Code.
14 As set forth below, Defendants implemented policies and practices which led to Defendant’s:
15 (a) failure to pay wages including overtime; (b) failure to provide meal periods for every work
16 period exceeding more than five (5) or ten (10) hours per day and failure to pay an additional
17 hour’s of pay or accurately pay an additional hour’s of pay in lieu of providing a meal period; (c)
18 failure to provide rest breaks for every four hours or major fraction thereof worked and failure to
19 pay an additional hour’s of pay or accurately pay an additional hour’s of pay in lieu of providing a
20 rest period; (d) failing to pay timely wages required by Labor Code § 203; (e) failing to provide
21 accurate itemized wage statements; (f) violation of Labor Code §§ 212 and 213; (g) failure to pay
22 reporting time; and (h) failing to reimburse expenses. As a result, Plaintiff seeks penalties under
23 Labor Code 2698, *et seq.* on behalf of the general public as private attorney general and all other
24 aggrieved employees.

25 **II. JURISDICTION AND VENUE**

26 3. The California Superior Court has jurisdiction over this action pursuant to
27 California Constitution Article VI, Section 10, which grants the Superior Court “original
28 jurisdiction in all cases except those given by statute to other trial courts.” The statutes under

1 which this action is brought do not give jurisdiction to any other court.

2 4. This Court has jurisdiction over Defendants because, upon information and belief,
3 each Defendant either has sufficient minimum contacts in California, or otherwise intentionally
4 avails itself of the California market so as to render the exercise of jurisdiction over it by the
5 California Courts consistent with traditional notions of fair play and substantial justice.

6 5. Venue as to each Defendant is proper in this judicial district pursuant to Code of
7 Civil Procedure section 395. Defendants are doing business throughout California, including but
8 not limited to Placer County, and each Defendant is within the jurisdiction of this Court for service
9 of process purposes. The unlawful acts alleged herein have a direct effect on Plaintiff and all other
10 aggrieved employees within the State of California. Defendants employ numerous aggrieved
11 employees in in the State of California.

12 6. On information and belief, Defendants have conducted business within the State of
13 California during the purported liability period and continue to conduct business throughout the
14 State of California. The unlawful acts alleged herein have had a direct effect on Plaintiff, and the
15 similarly situated non-exempt aggrieved employees within California.

16 7. The California Superior Court also has jurisdiction in this matter because on
17 information and belief there are no federal questions at issue, as the issues herein are based solely
18 on California statutes and law, including the California Labor Code, the IWC Wage Orders, the
19 California Code of Civil Procedure, the California Civil Code, and the California Business and
20 Professions Code.

21 8. On information and belief, during the statutory liability period and continuing to
22 the present ("liability period"), Defendant consistently maintained and enforced against
23 Defendant's Non-Exempt aggrieved Employees, among others, the following unlawful practices
24 and policies, in violation of California state wage and hour laws: (a) failure to pay wages including
25 overtime; (b) failure to provide meal periods for every work period exceeding more than five (5)
26 or ten (10) hours per day and failure to pay an additional hour's of pay or accurately pay an
27 additional hour's of pay in lieu of providing a meal period; (c) failure to provide rest breaks for
28 every four hours or major fraction thereof worked and failure to pay an additional hour's of pay or

1 accurately pay an additional hour's of pay in lieu of providing a rest period; (d) failing to pay
2 timely wages required by Labor Code § 203; (e) failing to provide accurate itemized wage
3 statements; (f) violation of Labor Code §§ 212 and 213; (g) failure to pay reporting time; (h); and
4 failing to reimburse expenses.

5 9. Plaintiff on behalf of the general public as private attorney general and all other
6 aggrieved employees bring this action pursuant to Labor Code 2698, et seq. for violations
7 enumerated under 2699.5 as follows: sections 201-203, 212-213, 510, 512, 558, 224, 226, 226.3,
8 226.7, 432, 1024.5, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 1198, 2802, and seeking penalties,
9 interest, attorneys' fees and costs.

10 **III. PARTIES**

11 **A. Plaintiff**

12 10. Plaintiff, ROBERT PRYOR, was employed by Defendants in approximately
13 October 13, 2021, as a Non-Exempt Employee with the title of Security Guard and Shift
14 Supervisor and worked during the liability period for Defendants until Plaintiff's separation from
15 Defendants' employ in approximately July 17, 2024. Plaintiff's duties included, but were not
16 limited to but were not limited to managing the day-to-day activities, paroling areas, checking
17 doors, and conducting security sweeps.

18 11. As Defendant's employee, Plaintiff, and all other aggrieved employees were
19 regularly required to and subsequently suffered:

20 a) perform work subject to the control of the employer without being compensated all
21 wages including overtime and minimum wages, all in violation of California labor laws,
22 regulations, and the Industrial Welfare Commission Wage Order ("IWC");

23 b) work without being permitted or authorized a minimum ten-minute rest period for
24 every four hours or major fraction thereof worked and not compensated one (1) hour of pay at his
25 regular rate of compensation for each workday that a rest period was not provided, all in violation
26 of California labor laws, regulations, and the Industrial Welfare Commission Wage Orders
27 ("IWC");

28 c) work in excess of five and ten hours per day without being provided meal periods

1 and not compensated one (1) hour of pay at the regular rate of compensation for each workday that
2 a meal period was not provided, all in violation of California labor laws, regulations, and the
3 Industrial Welfare Commission Wage Orders (“IWC”);

- 4 d) failing to pay wages, including overtime and minimum wages;
- 5 e) failing to provide accurate itemized wage statements;
- 6 f) failing to timely pay Plaintiff and Aggrieved Employees;
- 7 g) failing to pay reporting time pay;
- 8 h) failing to issue wages in a compliant instrument; and
- 9 i) not reimbursed business expenses.

10 On information and belief, Defendants willfully failed to pay all earned wages in the form
11 regular wages, minimum wages, overtime wages, reporting time wages, gratuity wages and meal
12 and rest period premium wages to its Non-Exempt Employees and Aggrieved Employees; nor
13 have Defendants returned to Plaintiff or Aggrieved Employees, upon or after separation from
14 employment with Defendants, all wages earned and owing. Plaintiff seeks penalties under Labor
15 Code 2698, *et seq.* on behalf of the general public as private attorney general and all other
16 aggrieved employees.

17 **B. Defendants**

18 12. Defendants SECURITAS CRITICAL INFRASTRUCTURE SERVICES, INC.;
19 PARAGON SYSTEMS, INC.; PARASYS, INC.; and SECURITAS SECURITY SERVICES
20 USA, INC. operate as security businesses. Plaintiff estimates there are in excess of 100 Non-
21 Exempt Employees who work or have worked for Defendants over the last year.

22 13. Other than identified herein, Plaintiff is unaware of the true names, capacities,
23 relationships and extent of participation in the conduct alleged herein, of the defendants sued as
24 DOES 1 through 50, but is informed and believes and thereon alleges that said defendants are
25 legally responsible for the wrongful conduct alleged herein and therefore sues these defendants by
26 such fictitious names. Plaintiff will amend this complaint when their true names and capacities are
27 ascertained.

28 14. Plaintiff is informed and believes and thereon alleges that each Defendant, directly

1 or indirectly, or through agents or other persons, employed Plaintiff and other Aggrieved
2 Employees, and exercised control over their wages, hours, and working conditions. Plaintiff is
3 informed and believes and thereon alleges that each defendant acted in all respects pertinent to this
4 action as the agent of the other defendants, carried out a joint scheme, business plan or policy in
5 all respects pertinent hereto, and the acts of each defendant are legally attributable to the other
6 defendants.

7 **IV. GENERAL ALLEGATIONS**

8 15. At all times set forth herein, Defendants employed Plaintiff and other persons in the
9 capacity of non-exempt positions, however titled, throughout the state of California.

10 16. Plaintiff is informed and believes Aggrieved Employees have at all times pertinent
11 hereto been Non-Exempt within the meaning of the California Labor Code and the implementing
12 rules and regulations of the IWC California Wage Orders.

13 17. Defendants continue to employ Non-Exempt Employees, however titled, in
14 California and implement a uniform set of policies and practices to all non-exempt employees, as
15 they were all engaged in the job duties related to Defendants' security businesses.

16 18. Plaintiff is informed and believes, and thereon alleges, that Defendants are and
17 were advised by skilled lawyers and other professionals, employees, and advisors with knowledge
18 of the requirements of California's wage and employment laws.

19 19. Plaintiff is informed and believes that during the relevant time frame, all Aggrieved
20 Employees are citizens of the state of California.

21 20. During the relevant time frame, Defendants compensated Plaintiff and Aggrieved
22 Employees based upon an hourly rate.

23 21. Plaintiff and the Aggrieved Employees were regularly required to work shifts in
24 excess of five hours without being provided a lawful meal period and over ten hours in a day
25 without being provided a second lawful meal period as required by law.

26 22. Plaintiff and Aggrieved Employees were not offered or provided meal periods at
27 all. Defendants failed to pay premium wages for missed, short or late meal breaks.

28 23. Plaintiff and Aggrieved Employees were required to remain on-duty throughout

1 meal periods and remain on call. In fact, meal periods were not offered to any employee.
2 Plaintiff's paystubs show six (6)+ hour shifts without any recorded meal periods. Defendants
3 failed to provide Plaintiff and Aggrieved Employees legally compliant and required meal periods
4 as there were none given.

5 24. Indeed, during the relevant time, as a consequence of Defendants' staffing and
6 scheduling practices, work demands, and Defendants' policies and practices, Defendants
7 frequently failed to provide Plaintiff and the Aggrieved Employees timely, legally compliant
8 uninterrupted 30-minute meal periods on shifts over five hours as required by law. Plaintiff often
9 worked six (6) + hour shifts without any recorded meal periods. Plaintiff would also work 12 hour
10 shifts and was not given any meal period, although he was entitled to at least two (2) meal breaks.

11 25. Similarly, as a consequence of Defendants' staffing and scheduling practices, work
12 demands, and Defendants' policies and practices, Defendants frequently failed to provide Plaintiff
13 and the Aggrieved Employees legally compliant second meal periods on shifts over ten hours as
14 required by law.

15 26. On information and belief, Plaintiff and Aggrieved Employees did not waive their
16 rights to meal periods under the law.

17 27. Plaintiff and the Aggrieved Employees were not provided with valid lawful on-duty
18 meal periods.

19 28. Despite the above-mentioned meal period violations, Defendants failed to
20 compensate Plaintiff, and on information and belief, failed to compensate Aggrieved Employees,
21 one additional hour of pay at their regular rate as required by California law when meal periods
22 were not timely or lawfully provided in a compliant manner.

23 29. Further, Plaintiff would work overtime at least once per week, if not more, for
24 approximately 2-4 hours per week. Plaintiff was paid at exactly 1.5 times the base rate for
25 overtime while at the same time, Plaintiff was paid at exactly 2 times the base rate for "HOL" pay.
26 Thus, Plaintiff's "HOL" pay was not incorporated into the overtime pay.

27 30. Plaintiff is informed and believes, and thereon alleges, that Defendants know,
28 should know, knew, and/or should have known that Plaintiff and the other Aggrieved Employees

1 were entitled to receive premium wages based on their regular rate of pay under Labor Code
2 §226.7 but were not receiving such compensation.

3 31. In addition, during the relevant time frame, Plaintiff and the Non-Exempt
4 Employees were systematically not authorized and permitted to take one net ten-minute paid, rest
5 period for every four hours worked or major fraction thereof, including third rest breaks which is a
6 violation of the Labor Code and IWC wage order. Plaintiff was not given a third rest break on the
7 aforementioned ten (10) hour and above work days. Plaintiff was required to remain on duty
8 through his available rest breaks and could not take a rest break despite being entitled to over 2
9 rest periods during his 8+ hour shifts.

10 32. Defendants maintained and enforced scheduling practices, policies, and imposed
11 work demands that frequently required Plaintiff and Aggrieved Employees to forego their lawful,
12 paid rest periods of a net ten minutes for every four hours worked or major fraction thereof. Such
13 requisite rest periods were not timely authorized and permitted as a result of Defendants' failure to
14 provide relief for Plaintiff and Aggrieved Employees to take their lawfully required breaks.

15 33. Despite the above-mentioned rest period violations, Defendants did not compensate
16 Plaintiff, and on information and belief, did not pay Aggrieved Employees one additional hour of
17 pay at their regular rate as required by California law, including Labor Code section 226.7 and the
18 applicable IWC wage order, for each day on which lawful rest periods were not authorized and
19 permitted.

20 34. Additionally, total hours listed on paystubs are incorrect. Hours for "HOL", which
21 are rounded and paid at exactly 2 times the base rate, are not included in the total hours worked.
22 Thus, it is not clear which hours Plaintiff worked. This is a violation of Labor Code section 226.

23 35. Defendant failed to pay Plaintiff and Aggrieved Employees reporting time pay. For
24 instance, Plaintiff had been sent home within the first two (2) hours of work because of suspension
25 and mandatory management meetings.

26 36. Plaintiff is informed and believes that Plaintiff and Aggrieved Employees were not
27 compensated for all time worked as Plaintiff and Aggrieved Employees as a result of off-the-clock
28 to conduct pre-shift work activities. For instance, on a daily basis, Plaintiff would receive

1 passdown from the previous supervisor and prepare to issue it to the other guards for
2 approximately 10 minutes before clocking-in. This was required by management and Plaintiff was
3 allowed to add five (5) minutes to his time per day for this process, however, it took longer every
4 time.

5 37. Additionally, Plaintiff and Aggrieved Employees worked off-the-clock to conduct
6 post-shift activities. For instance, Plaintiff would finish his daily required tasks for approximately
7 3-5 minutes each day after clocking out.

8 38. Further, Plaintiff is informed and believes that Plaintiff and Aggrieved Employees
9 were not compensated for all time worked as Plaintiff and Aggrieved Employees as a result of off-
10 the-clock work to don and doff uniforms and protective gear. For instance, Plaintiff and Aggrieved
11 Employees were required to wear uniforms, such as a tan company shirt with the company logo
12 and black pants. Plaintiff and Aggrieved Employees were required to put the uniforms on before
13 clocking in. Plaintiff would also put on his duty belt prior to clocking in, in the locker room.
14 Defendants failed to compensate Plaintiff and Aggrieved Employees for time spent donning and
15 doffing uniforms and protective gear.

16 39. On information and belief, during the relevant time frame, Defendants failed to
17 adequately reimburse Plaintiffs and Aggrieved Employees for business expenditures incurred for
18 the use of their personal cell phones. For example, Plaintiff was required to use his personal cell
19 phone for work related purposes, both on and off the clock. Such business expenditures incurred
20 were incurred in direct consequence of Plaintiff's and Aggrieved Employees' duties pursuant to
21 Labor Code § 2802.

22 40. Defendant also failed to reimburse Plaintiff and Aggrieved Employees for uniform
23 maintenance. Plaintiff and other employees were required to wear uniforms, including a shirt with
24 the company logo and black pants. Plaintiff was required to purchase, launder, and maintain the
25 company uniform and Defendant did not reimburse him for these expenses.

26 41. Further, Defendants failed to properly reimburse Plaintiff for mileage, as it appears
27 from available paystubs, the reimbursement was taxed.

28 42. Plaintiff is informed and believes, and thereon alleges, that at all times herein

1 mentioned, Defendants knew that at the time of termination of employment (or within 72 hours
2 thereof for resignations without prior notice as the case may be) they had a duty to accurately
3 compensate Plaintiff and Aggrieved Employees for all wages owed including minimum wages,
4 meal and rest period premiums, and that Defendants had the financial ability to pay such
5 compensation, but willfully, knowingly, recklessly, and/or intentionally failed to do so in part
6 because of the above-specified violations.

7 43. Defendants failed to timely pay Plaintiff his final wages, as they were two weeks
8 late. Plaintiff received his final check on the next scheduled pay period after his termination.
9 Plaintiff was also not paid any waiting time penalties. Plaintiff received news of his termination on
10 July 17, 2024, via a letter titled "Employment Separation from Paragon Systems, Inc." which
11 stated, "your final pay will be provided to you on the next regularly-scheduled pay date, unless
12 your state of residency requires an earlier payment." Defendants failed to properly pay Plaintiff his
13 final pay on the same date of his termination, as required.

14 44. During the relevant time frame, Defendants shaved Plaintiff's and on information
15 and belief Aggrieved Employees' time. Over time, this resulted in an underpayment of minimum
16 and overtime wages. On information and belief, Defendants failed to properly compensate
17 Plaintiff and Aggrieved Employees by impermissibly rounding down and/or failing to round up
18 Plaintiff's pay.

19 45. Supervisors clocked employees in and out on a Paycor system to record time
20 worked. Plaintiff did not record his own time. Plaintiff's time was logged as the shift start time
21 and end time, regardless of actual time worked.

22 46. At all times relevant, Defendants implemented a rounding system, which over time
23 favored the Defendant and was not neutral in practice resulting in minimum wage violations.

24 47. On information and belief, Defendants violated Labor Code sections 212 and 213
25 by issuing payment to Plaintiff and Aggrieved Employees for their wages in a non-Labor Code-
26 compliant instrument. For instance, Defendants gave Plaintiff \$25 Amazon gift cards, however
27 paystubs show no indication of the gift cards earned, potentially causing regular rate issues.

28 48. Defendants failed to pay Plaintiff and Aggrieved Employees reporting time pay.

1 For instance, Plaintiff had been sent home within the first two (2) hours of work because of
2 suspension and to attend mandatory management meetings.

3 49. Upon information and belief, Defendants knew and or should have known that it is
4 improper to implement policies and commit unlawful acts such as:

5 (a) requiring employees to work four (4) hours or a major fraction thereof without
6 being provided a minimum ten (10) minute rest period and without compensating the employees
7 with one (1) hour of pay at the employees' regular rate of compensation for each workday that a
8 rest period was not provided;

9 (b) requiring employees to work in excess of five (5) hours or ten (10) hours per day
10 without being provided an uninterrupted thirty minute meal period and/or a second meal period,
11 and without compensating employees with one (1) hour of pay at the regular rate of compensation
12 for each workday that such a meal period was not provided;

13 (c) failing to pay overtime and minimum wages;

14 (d) failing to provide accurate itemized wage statements;

15 (e) failing to timely pay Plaintiff and Aggrieved Employees;

16 (f) failing to pay reporting time pay to Plaintiff and Aggrieved Employees;

17 (g) issuing wages via a non-compliant instrument; and

18 (h) failing to reimburse business expenses;

19 50. In addition to the violations above, and on information and belief, Defendants knew
20 they had a duty to compensate Plaintiff and Aggrieved Employees for the allegations asserted
21 herein, and that Defendants had the financial ability to pay such compensation, but willfully,
22 knowingly, recklessly, and/or intentionally failed to do so.

23 51. Plaintiff and Aggrieved Employees they seek to represent are covered by, and
24 Defendants are required to comply with, applicable California Labor Codes, Industrial Welfare
25 Commission Occupational Wage Orders (hereinafter "IWC Wage Orders") and corresponding
26 applicable provisions of California Code of Regulations, Title 8, section 11000 *et seq.*

27 **REPRESENTATIVE CLAIMS**

28 **THE PRIVATE ATTORNEYS GENERAL ACT- LABOR CODE §§ 2698 *et seq.***

1 52. Plaintiff incorporates by reference and re-alleges each and every allegation
2 contained above, as though fully set forth herein.

3 53. On May 19, 2025, Plaintiff complied with notice requirements pursuant to Labor
4 Code section 2699.3. A copy of the letter sent to the LWDA is attached hereto as **Exhibit A**,
5 indicating that the LWDA and Defendants were put on notice of the claims alleged here and that
6 the notice requirement has been satisfied. Sixty-five days have passed and the LWDA has not
7 indicated intent to investigate the claims. Therefore, Plaintiff may proceed with this action in a
8 representative capacity. The substance and violations set forth in this Complaint of which the
9 LWDA was provided timely notice, Plaintiff has also sent a copy of this PAGA Representative
10 Action Complaint to the LWDA.

11 54. Plaintiff is an aggrieved employee as defined in Labor Code Section 2699(a).
12 Plaintiff brings this cause of action on behalf of all current and former California Non-Exempt
13 Employees of Defendants.

14 55. Pursuant to Labor Code section 2699(a) Plaintiff seek to recover civil penalties for
15 which Defendants are liable due to numerous Labor Code violations as set forth in this Complaint,
16 including without limitation Labor Code section 201-203, 212-213, 510, 512, 558, 226, 226.3,
17 226.7, 1024.5, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 1198, 2802, and 2698 *et seq.*, applicable
18 IWC Wage Orders and California Code of Regulations, Title 8, section 11000 *et seq.*

19 56. At all times relevant, Plaintiff and all other aggrieved employees regularly
20 performed non-exempt work in excess of 50% of the time, and thus, were subject to the meal and
21 rest break requirements of the applicable IWC wage order and the Labor Code.

22 57. Defendants violated Labor Code section 200, 558, 1194, 1197, by failing to
23 accurately pay at least minimum wages due as a result of Defendants' requiring Plaintiff and
24 aggrieved Employees to work off-the-clock as outlined above.

25 58. Defendants violated Labor Code section 510, and 1194 by failing to accurately pay
26 overtime wages owed as discussed above due to Defendants' failure to accurately pay overtime
27 wages due to Defendants' requiring Plaintiff and aggrieved Employees to work off-the-clock as
28 outlined above. Therefore, Defendants violated section 510, and 1194 by not compensating its

1 Non-Exempt Employees for work performed in excess of eight hours (8) in a day or forty hours in
2 a work week (40). Section 510 of the Labor Code codifies the right to overtime compensation at
3 the rate of one and one-half times the regular rate of pay for all hours worked in excess of eight (8)
4 hours in a day or forty (40) hours in a work week and to overtime compensation twice the regular
5 rate of pay for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours
6 in a day on the seventh day of work in a particular work week.

7 59. Defendants failed to provide Plaintiff and all other aggrieved employees
8 uninterrupted duty free meal periods of not less than thirty (30) minutes. Defendants implemented
9 and enforced policies of on duty meal period practices which required employees to work during
10 their meal periods, to forego their meal periods, and/or to return to work from meal periods prior
11 to thirty (30) uninterrupted minutes. As a proximate result of the aforementioned violations,
12 Plaintiff and all other aggrieved employees have been damaged in an amount according to proof at
13 time of trial.

14 60. Plaintiff, and on information and belief, all aggrieved employees, were
15 systematically not permitted or authorized to take ten minute rest periods for every four hours
16 worked or major fraction thereof, which is a violation of the Labor Code and IWC wage order.
17 Plaintiff and on information and belief, aggrieved employees, were not compensated with one
18 hour of wages for every day in which a rest period was missed or untimely as a result of
19 Defendants' policies, practices, or work demands. By failing to authorize and permit a ten-minute
20 rest period for every four hours or major fraction thereof worked per day by its Non-Exempt
21 Employees, and by failing to provide compensation for such non-provided or shortened rest
22 periods, as alleged above, Defendants willfully violated the provisions of Labor Code sections
23 226.7, 512 and the applicable IWC Wage Order.

24 61. Defendants also willfully violated Labor Code sections 201-203 by failing to
25 provide all owed wages at separation from employment. Labor Code sections 201 and 202 require
26 Defendants to pay their employees all wages due either at time of firing, or within seventy-two
27 (72) hours of voluntary separation, if not sooner. Section 203 of the Labor Code provides that if an
28 employer willfully fails to timely pay such wages the employer must, as a penalty, continue to pay

1 the subject employee's wages until the back wages are paid in full or an action is commenced.
2 The penalty cannot exceed 30 days of wages.

3 62. Plaintiff and all other aggrieved employees who were separated from employment
4 are entitled to compensation for all forms of wages earned, including but not limited to
5 compensation regular and overtime wages, and for non-provided meal and rest periods, but to date
6 have not received such compensation, therefore entitling them to penalties under PAGA for
7 violations of Labor Code sections 201-203.

8 63. On information and belief, Defendants willfully failed to pay all wages due and
9 owing upon separation from employment. These wages include but are not limited to regular and
10 overtime wages, and meal and rest period premiums.

11 64. On information and belief, Defendants failed to provide accurate itemized wage
12 statements which failed to include the rate of pay and total hours worked per pay period, failed to
13 account for all hours worked, including overtime, and lastly the accurate accounting of, the lawful
14 meal and rest period premiums due and owing to Plaintiff and the aggrieved employees, pursuant
15 to Labor Code section 226(a).

16 65. Defendants have failed to provide Plaintiff and aggrieved Employees rates of pay
17 and the hours for which they worked for any given pay period.

18 66. Defendants have failed to accurately record all time worked.

19 67. Defendants have also failed to accurately record the meal and rest period premiums
20 owed and all wages owed per pay period.

21 68. Pursuant to Labor Code section 226.3, any employer who violates subdivision (a)
22 of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
23 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee
24 for each violation in a subsequent citation, for which the employer fails to provide the employee a
25 wage deduction statement or fails to keep the records required in subdivision (a) of Section 226.

26 69. Labor Code section 1197 makes it unlawful to pay an employee less than the
27 minimum wage as established by the Industrial Welfare Commission.

28 70. Labor Code section 1198 provides that the maximum hours of work and the

1 standard conditions of labor fixed by the commission shall be the maximum hours of work and the
2 standard conditions of labor by the commission shall be the maximum hours of work and the
3 standard conditions of labor for employees. The employment of any employee for longer hours
4 than those fixed by the order or under conditions of labor prohibited by the order is unlawful.

5 71. The applicable reporting time wages are fixed by the IWC in Wage Order 1.

6 72. In relevant part, Section 5 of the applicable wage order provides:

7 (A) Each workday an employee is required to report for work and does report,
8 but is not put to work or is furnished less than half said employee's usual or scheduled
9 day's work, the employee shall be paid for half the usual or scheduled day's work, but in
no event for less than two (2) hours nor more than four (4) hours, at the employee's regular
rate of pay, which shall not be less than the minimum wage.

10 73. On information and belief, Defendants failed to reimburse Plaintiff and aggrieved
11 Employees for business expenses incurred as described above. Labor Code § 2802 requires
12 Defendants to indemnify Plaintiff and aggrieved Employees for necessary expenditures incurred in
13 direct consequences of the discharge of his or her duties. Despite these realities of the job,
14 Defendants failed to provide reimbursements.

15 74. Labor Code §2804 states in pertinent part: "Any contract or agreement, express or
16 implied, made by any employee to waive the benefits of this article or any part thereof is null and
17 void, and this article shall not deprive any employee or his or her personal representative of any
18 right or remedy to which he is entitled under the laws of this State.

19 75. Additionally, Defendants have no accurate records relating to aggrieved
20 employees' work periods, meal periods, total daily hours worked, total hours worked per payroll
21 period and applicable pay rates, in violation of Wage Order. Similarly, Defendants failed to
22 maintain accurate records relating to hours worked daily in violation of Labor Code sections
23 1174(d), 1174.5.

24 76. Labor Code §2804 states in pertinent part: "Any contract or agreement, express or
25 implied, made by any employee to waive the benefits of this article or any part thereof is null and
26 void, and this article shall not deprive any employee or his or her personal representative of any
27 right or remedy to which he is entitled under the laws of this State."

28 77. Labor Code §1198.5(a) provides that "[e]very current and former employee, or his

1 or her representative, has the right to inspect and receive a copy of the personnel records that the
2 employer maintains relating to the employee's performance or to any grievance concerning the
3 employee."

4 78. 1198.5(b)(1) the employer shall make the contents of those personnel records
5 available for inspection to the current or former employee, or his or her representative, at
6 reasonable intervals and at reasonable times, but not later than 30 calendar days from the date the
7 employer receives a written request, unless the current or former employee, or his or her
8 representative, and the employer agree in writing to a date beyond 30 calendar days to inspect the
9 records, and the agreed-upon date does not exceed 35 calendar days from the employer's receipt of
10 the written request. Upon a written request from a current or former employee, or his or her
11 representative, the employer shall also provide a copy of the personnel records, at a charge not to
12 exceed the actual cost of reproduction, not later than 30 calendar days from the date the employer
13 receives the request, unless the current or former employee, or his or her representative, and the
14 employer agree in writing to a date beyond 30 calendar days to produce a copy of the records, as
15 long as the agreed-upon date does not exceed 35 calendar days from the employer's receipt of the
16 written request. Except as provided in paragraph (2) of subdivision (c), the employer is not
17 required to make those personnel records or a copy thereof available at a time when the employee
18 is actually required to render service to the employer, if the requester is the employee.

19 79. 1198.5(k) if an employer fails to permit a current or former employee, or his or her
20 representative, to inspect or copy personnel records within the times specified in this section, or
21 times agreed to by mutual agreement as provided in this section, the current or former employee or
22 the Labor Commissioner may recover a penalty of seven hundred fifty dollars (\$750) from the
23 employer. Here, Defendant failed to furnish such records upon Plaintiff's request.

24 80. Additionally, Defendant have no accurate records relating to aggrieved employees'
25 work periods, total daily hours worked, total hours worked per payroll period and applicable pay
26 rates, in violation of applicable Wage Orders. Similarly, Defendant failed to maintain accurate
27 records relating to hours worked daily in violation of Labor Code sections 1174(d), 1174.5.

28 81. As a result of Defendants' unlawful conduct, Plaintiff and aggrieved employees are

1 entitled to penalties to the extent they were not paid at the prevailing wage rate for all hours
2 worked.

3 82. Plaintiff and the Representative aggrieved Employees are entitled to recover
4 Penalties and attorneys' fees and costs under Labor Code section 2698, et seq.

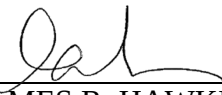
5 **PRAYER FOR RELIEF**

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

- 7 1. For penalties according to proof, pursuant to Labor Code §§ 2698 et seq.;
- 8 2. For reasonable attorneys' fees and costs; and
- 9 3. For such other and further relief as the Court deems proper.

10
11
12 Dated: July 24, 2025

JAMES HAWKINS APLC

13
14 By: 

15 JAMES R. HAWKINS, ESQ.
16 GREGORY MAURO, ESQ.
17 MICHAEL CALVO, ESQ.
18 LAUREN FALK, ESQ.
19 AVA ISSARY, ESQ.

20 Attorneys for Plaintiff ROBERT PRYOR, on
21 behalf of the general public as private attorney
22 general

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EXHIBIT A

JAMES *JH* HAWKINS

A PROFESSIONAL LAW CORPORATION

9880 RESEARCH DRIVE, SUITE 200, IRVINE, CALIFORNIA 92618

TELEPHONE (949) 387-7200; FACSIMILE (949) 387-6676

May 19, 2025

Via LWDA Website

Labor and Workforce Development Agency

Attn: PAGA Administrator

1515 Clay Street, Suite 801

Oakland, CA 94612

<http://www.dir.ca.gov/Private-Attorneys-General-Act>

Via Certified Mail

SECURITAS CRITICAL INFRASTRUCTURE SERVICES, INC.

Agent for Service of Process:

C T CORPORATION SYSTEM

Amanda Garcia

330 N Brand Blvd., Suite 700

Glendale, Ca 91203

Receipt No.: 9589 0710 5270 0078 0194 20

Via Certified Mail

PARAGON SYSTEMS, INC.

Agent for Service of Process:

Toby Pawlack

915 Calle Amanecer, Suite K

San Clemente, CA 92673-6212

Receipt No.: 9589 0710 5270 0078 0183 00

Via Certified Mail

PARASYS, INC.

Agent for Service of Process:

C T CORPORATION SYSTEM

Amanda Garcia

330 N Brand Blvd., Suite 700

Glendale, Ca 91203

Receipt No.: 9589 0710 5270 0078 0182 94

Via Certified Mail

SECURITAS SECURITY SERVICES USA, INC.

Agent for Service of Process:

National Registered Agents, Inc.

Amanda Garcia

330 N Brand Blvd., Suite 700

Glendale, Ca 91203

Receipt No.: 9589 0710 5270 0078 0182 87

Re: NOTICE PURSUANT TO LABOR CODE SECTIONS 2698, *et seq.*

To Whom It May Concern:

PLEASE TAKE NOTICE that plaintiff ROBERT PRYOR, individually and on behalf of all similarly situated representative aggrieved employees, gives NOTICE to commence and/or amend a civil action pursuant to California Labor Code Sections 2698, *et seq.* Plaintiff hereby gives written notice by certified mail to the Labor and Workforce Development Agency; SECURITAS CRITICAL INFRASTRUCTURE SERVICES, INC., a Delaware Corporation; PARAGON SYSTEMS, INC.; PARASYS, INC., an Alabama Corporation; SECURITAS SECURITY SERVICES USA, INC., a Delaware Corporation, through its Agent for Service of Process.

Plaintiff hereby attaches a copy of the Proposed PAGA Representative Action Complaint to be filed in the Sacramento County Superior Court, as though fully set forth herewith setting out the specific provisions of the Labor Code Plaintiff alleges have been violated, including the facts and theories. All labor provisions in the Proposed PAGA Representative Action Complaint alleged to have been violated pertain to all entities and individuals named in the Complaints, even if not expressly specified.

Please advise within sixty (60) days of the post mark on this letter if the LWDA intends to investigate these claims. Thank you, and if you have any questions, please do not hesitate to contact me.

Very Truly Yours,

A handwritten signature in black ink, appearing to read 'Gregory Mauro', with a stylized, cursive script.

Gregory Mauro

Enclosure: Proposed PAGA Representative Action Complaint