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**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES**

TRACIE SMITH, individually, and on  
behalf of other members of the general  
public similarly situated and on behalf of  
other aggrieved employees pursuant to the  
California Private Attorneys General Act;

Plaintiff,

vs.

SUPERIOR PROTECTION SERVICES  
CA, INC., a California corporation; and  
DOES 1 through 100, inclusive,

Defendants.

**FILED**  
Superior Court of California  
County of Los Angeles

06/18/2026

David W. Slayton, Executive Officer / Clerk of Court

By: T. Bivins Deputy

Case No. 25STCV23373

**FIRST AMENDED CLASS ACTION  
COMPLAINT FOR DAMAGES AND  
ENFORCEMENT UNDER THE PRIVATE  
ATTORNEYS GENERAL ACT,  
CALIFORNIA LABOR CODE § 2698, ET  
SEQ.**

- (1) Violation of California Labor Code §§ 510, 558, 1194, 1197.1, and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 226.7 and 512 (Unpaid Meal Period Premiums);
- (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- (4) Violation of California Labor Code §§ 510, 558, 1174, 1194, 1198, and 1199 (Unpaid Minimum Wages);
- (5) Violation of California Labor Code §§ 201, 202, and 203 (Final Wages Not Timely Paid);
- (6) Violation of California Labor Code §§ 204 and 210 (Wages Not Timely Paid During Employment);
- (7) Violation of California Labor Code § 226 (Non-Compliant Wage Statements);
- (8) Violation of California Labor Code § 1174(d) (Failure To Keep Requisite Payroll Records);
- (9) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed

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- Business Expenses);  
(10) Violation of California Business &  
Professions Code § 17200, et seq.  
(11) Violation of California Labor Code §  
2698, et seq. (California Labor Code  
Private Attorneys General Act of  
2004)

**DEMAND FOR JURY TRIAL**

COMES NOW, Plaintiff TRACIE SMITH (“Plaintiff”), individually, and on behalf of other members of the general public similarly situated and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act (“PAGA”), and alleges as follows:

### **JURISDICTION AND VENUE**

1. This class action is brought pursuant to the California Code of Civil Procedure section 382. The monetary damages and restitution sought by Plaintiff exceed the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

2. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the superior court “original jurisdiction in all other causes” except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

3. This Court has jurisdiction over Defendants because, upon information and belief, Defendants are citizens of California, have sufficient minimum contacts in California, or otherwise intentionally avail themselves of the California market so as to render the exercise of jurisdiction over them by the California courts consistent with traditional notions of fair play and substantial justice.

4. Venue is proper in this Court because, upon information and belief, each Defendant maintains offices, has agents, and/or transacts business in the State of California, including the County of Los Angeles. The majority of the acts and omissions alleged herein relating to Plaintiff, the other class members, and the other aggrieved employees took place in the State of California, including the County of Los Angeles. At all relevant times, Defendants maintained their headquarters/“nerve center” within the State of California, County of Los Angeles.

### **PARTIES**

5. Plaintiff TRACIE SMITH is an individual residing in the State of California .

6. Defendant SUPERIOR PROTECTION SERVICES CA, INC. at all times herein mentioned, was and is, upon information and belief, a California corporation and an

1 employer whose employees are engaged throughout the State of California, including the  
2 County of Los Angeles.

3 7. At all relevant times, SUPERIOR PROTECTION SERVICES CA, INC. was  
4 the “employer” of Plaintiff within the meaning of all applicable state laws and statutes.

5 8. At all times herein relevant, SUPERIOR PROTECTION SERVICES CA,  
6 INC., and DOES 1 through 100, and each of them, were the agents, partners, joint venturers,  
7 joint employers, representatives, servants, employees, successors-in-interest, co-conspirators,  
8 and assigns of each other, and were acting within the course and scope of their authority as  
9 such agents, partners, joint venturers, representatives, servants, employees, successors, co-  
10 conspirators, and/or assigns, and all acts or omissions alleged herein were duly committed  
11 with the ratification, knowledge, permission, encouragement, authorization, and/or consent  
12 of each defendant designated as a DOE herein.

13 9. The true names and capacities, whether corporate, associate, individual, or  
14 otherwise, of defendants DOES 1 through 100, inclusive, are unknown to Plaintiff who sues  
15 said defendants by such fictitious names. Plaintiff is informed and believes, and based on  
16 that information and belief, alleges that each of the defendants designated as a DOE is legally  
17 responsible for the events and happenings referred to in this Complaint and unlawfully  
18 caused the injuries and damages to Plaintiff as alleged in this Complaint. Plaintiff will seek  
19 leave of court to amend this Complaint to show the true names and capacities when the same  
20 have been ascertained.

21 10. SUPERIOR PROTECTION SERVICES CA, INC., and DOES 1 through 100  
22 will hereinafter collectively be referred to as “Defendants.”

23 11. Plaintiff further alleges that Defendants, including the unknown defendants  
24 identified as DOES, directly or indirectly controlled or affected the working conditions,  
25 wages, working hours, and conditions of employment of Plaintiff and the other aggrieved  
26 employees so as to make each of said Defendants employers and employers liable under the  
27 statutory provisions set forth herein.

28 **CLASS ALLEGATIONS**

12. Plaintiff brings this action on her own behalf and on behalf of all other members of the general public similarly situated and, thus, seeks class certification under California Code of Civil Procedure section 382.

13. The proposed class is defined as follows:

All current and former non-exempt security guards working for Defendant in California at any time during the period from June 13, 2020 to final judgment and who reside in California.

14. Plaintiff reserves the right to establish subclasses as appropriate.

15. The class is ascertainable, and there is a well-defined community of interest in the litigation:

- a. Numerosity: The class members are so numerous that joinder of all class members is impracticable. The membership of the entire class is unknown to Plaintiff at this time; however, the class is estimated to be greater than fifty (50) individuals, and the identity of such membership is readily ascertainable by inspection of Defendants' employment records.
- b. Typicality: Plaintiff's claims are typical of all other class members' as demonstrated herein. Plaintiff will fairly and adequately protect the interests of the other class members with whom he has a well-defined community of interest.
- c. Adequacy: Plaintiff will fairly and adequately protect the interests of each class member, with whom he has a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiff has no interest that is antagonistic to the other class members. Plaintiff's attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiff has incurred, and during the pendency of this action will continue to incur, costs and attorneys' fees that have been, are, and will be necessarily

expended for the prosecution of this action for the substantial benefit of each class member.

- d. Superiority: A class action is superior to other available methods for the fair and efficient adjudication of this litigation because individual joinder of all class members is impractical.
- e. Public Policy Considerations: Certification of this lawsuit as a class action will advance public policy objectives. Employers of this great state violate employment and labor laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. However, class actions provide the class members who are not named in the complaint anonymity that allows for the vindication of their rights.

16. There are common questions of law and fact as to the class members that predominate over questions affecting only individual members. The following common questions of law or fact, among others, exist as to the members of the class:

- a. Whether Defendants' failure to pay wages, without abatement or reduction, in accordance with the California Labor Code was willful;
- b. Whether Defendants had a corporate policy and practice of failing to pay their hourly-paid or non-exempt employees within the State of California for all hours worked and missed (short, late, interrupted, and/or missed altogether) meal periods and rest breaks in violation of California law;
- c. Whether Defendants required Plaintiff and the other class members to work over eight (8) hours per day and/or over forty (40) hours per week and failed to pay the legally required overtime compensation to Plaintiff and the other class members;
- d. Whether Defendants deprived Plaintiff and the other class members of meal and/or rest periods or required Plaintiff and the other class

- 1 members to work during meal and/or rest periods without  
2 compensation;
- 3 e. Whether Defendants failed to record and/or to keep records of the meal  
4 periods taken by Plaintiff and the other class members as required by  
5 the Wages Orders issued by the California Industrial Welfare  
6 Commission;
- 7 f. Whether Defendants failed to pay minimum wages to Plaintiff and the  
8 other class members for all hours worked;
- 9 g. Whether Defendants failed to pay all wages due to Plaintiff and the  
10 other class members within the required time upon their discharge or  
11 resignation;
- 12 h. Whether Defendants failed to timely pay all wages due to Plaintiff and  
13 the other class members during their employment;
- 14 i. Whether Defendants complied with wage reporting as required by the  
15 California Labor Code, including, *inter alia*, section 226;
- 16 j. Whether Defendants kept complete and accurate payroll records as  
17 required by the California Labor Code, including, *inter alia*, section  
18 1174(d) and the Wage Orders issued by the California Industrial  
19 Welfare Commission;
- 20 k. Whether Defendants unlawfully collected Plaintiff and the other class  
21 members wages or failed to reimburse Plaintiff and the other class  
22 members for necessary business-related expenses and costs;
- 23 l. Whether Defendants' conduct was willful or reckless;
- 24 m. Whether Defendants engaged in unfair business practices in violation  
25 of California Business & Professions Code section 17200, et seq.;
- 26 n. The appropriate amount of damages, restitution, and/or monetary  
27 penalties resulting from Defendants' violation of California law; and
- 28 o. Whether Plaintiff and the other class members are entitled to

compensatory damages pursuant to the California Labor Code.

**PAGA ALLEGATIONS**

17. At all times herein set forth, California Private Attorneys General Act (“PAGA”) was applicable to Plaintiff’s employment by Defendants.

18. At all times herein set forth, PAGA provides that any provision of law under the California Labor Code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency (“LWDA”) for violations of the California Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of herself and other current or former employees pursuant to procedures outlined in California Labor Code section 2699.3.

19. Pursuant to PAGA, a civil action under PAGA may be brought by an “aggrieved employee,” who is any person that was employed by the alleged violator and against whom the alleged violations were committed.

20. Plaintiff was employed by Defendants, and the alleged violations were committed against her during her time of employment, and she is, therefore, an aggrieved employee. Plaintiff and the other employees are “aggrieved employees” as defined by California Labor Code section 2699(c) in that they are all current or former employees of Defendants, and the alleged violations were committed against them.

21. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved employee, including Plaintiff, may pursue a civil action arising under PAGA after the following requirements have been met:

a. The aggrieved employee shall give written notice by online submission (hereinafter, “Employee’s Notice”) to the LWDA and by U.S. Certified Mail to the employer of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations.

b. The LWDA shall provide notice (hereinafter, “LWDA Notice”) to the employer and the aggrieved employee by certified mail that it does not

intend to investigate the alleged violations within sixty (60) calendar days of the postmark date of the Employee's Notice. Upon receipt of the LWDA Notice, or if the LWDA Notice is not provided within sixty-five (65) calendar days of the postmark date of the Employee's Notice, the aggrieved employee may commence a civil action pursuant to California Labor Code section 2699 to recover civil penalties, in addition to any other penalties to which the employee may be entitled.

22. On June 3, 2025, Plaintiff provided written notice by online submission to the LWDA and by U.S. Certified Mail to Defendants SUPERIOR PROTECTION SERVICES CA, INC. of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations. Plaintiff has not received an LWDA Notice within sixty-five (65) calendar days of the date of Plaintiff's notice. Plaintiff has not received any notice of Defendants' intention to cure the alleged violations.

23. Therefore, Plaintiff has satisfied the administrative prerequisites under California Labor Code section 2699.3(a) to recover civil penalties against Defendants for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802.

### **GENERAL ALLEGATIONS**

24. At all relevant times set forth herein, Defendants employed Plaintiff, the other class members, and the other aggrieved employees as hourly-paid or non-exempt employees within the State of California.

25. Defendants employed Plaintiff as an hourly-paid or non-exempt employee from approximately August 2019 to the November 2024 in the State of California, County of Los Angeles.

26. Defendants hired Plaintiff, the other class members, and the other aggrieved employees, classified them as hourly-paid or non-exempt employees, and failed to compensate them for all hours worked, missed meal periods, or missed rest breaks.

27. Defendants had the authority to hire and terminate Plaintiff, the other class members, and the other aggrieved employees, to set work rules and conditions governing Plaintiff's, the other class members', and the other aggrieved employees' employment, and to supervise their daily employment activities.

28. Defendants exercised sufficient authority over the terms and conditions of Plaintiff's, the other class members', and the other aggrieved employees' employment for them to be joint employers of Plaintiff and the other aggrieved employees.

29. Defendants directly hired and paid wages and benefits to Plaintiff, the other class members, and the other aggrieved employees.

30. Defendants continue to employ hourly-paid or non-exempt employees within the State of California.

31. Plaintiff, the other class members, and the other aggrieved employees worked over eight (8) hours in a day and/or forty (40) hours in a week during their employment with Defendants.

32. Plaintiff is informed and believes, and based thereon alleges, that Defendants engaged in a uniform policy and systematic scheme of wage abuse against their hourly-paid or non-exempt employees. This scheme involved, *inter alia*, failing to pay them for all hours worked and for missed (short, late, interrupted, and altogether missed) meal periods and rest breaks in violation of California law.

33. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiff, the other class members, and the other aggrieved employees were entitled to receive certain wages for overtime compensation and that they were not receiving wages for overtime compensation.

34. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed to provide Plaintiff, the other class members, and the other aggrieved employees the required rest and meal periods during the relevant time period as required under the Industrial Welfare Commission ("IWC") Wage Orders, and, thus, they are entitled to any and all applicable penalties.

1           35. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
2 knew or should have known that Plaintiff, the other class members, and the other aggrieved  
3 employees were entitled to receive all meal periods or payment of one additional hour of pay  
4 at Plaintiff's, the other class members', and the other aggrieved employees' regular rate of  
5 pay when a meal period was missed, and they did not receive all meal periods or payment of  
6 one additional hour of pay at Plaintiff's, the other class members', and the other aggrieved  
7 employees' regular rate of pay when a meal period was missed.

8           36. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
9 knew or should have known that Plaintiff, the other class members, and the other aggrieved  
10 employees were entitled to receive all rest periods or payment of one additional hour of pay  
11 at Plaintiff's, the other class members', and the other aggrieved employees' regular rate of  
12 pay when a rest period was missed, and they did not receive all rest periods or payment of  
13 one additional hour of pay at Plaintiff's, the other class members', and the other aggrieved  
14 employees' regular rate of pay when a rest period was missed.

15           37. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
16 knew or should have known that Plaintiff, the other class members, and the other aggrieved  
17 employees were entitled to receive at least minimum wages for compensation and that they  
18 were not receiving at least minimum wages for all hours worked.

19           38. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
20 knew or should have known that Plaintiff, the other class members, and the other aggrieved  
21 employees were entitled to receive all wages owed to them upon discharge or resignation,  
22 including overtime and minimum wages and meal and rest period premiums, and they did not  
23 receive all such wages owed to them at the time of their discharge.

24           39. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
25 knew or should have known that Plaintiff, the other class members, and the other aggrieved  
26 employees were entitled to receive all wages owed to them during their employment.  
27 Plaintiff, the other class members, and the other aggrieved employees did not receive  
28 payment of all wages, including overtime and minimum wages and meal and rest period

premiums, within any time permissible under California Labor Code section 204.

40. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiff, the other class members, and the other aggrieved employees were entitled to receive complete and accurate wage statements in accordance with California law, but they did not receive complete and accurate wage statements from Defendants. The deficiencies included, *inter alia*, the failure to include the total number of hours worked by Plaintiff, the other class members, and the other aggrieved employees.

41. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Defendants had to keep complete and accurate payroll records for Plaintiff, the other class members, and the other aggrieved employees in accordance with California law, but they did not keep complete and accurate payroll records, including, *inter alia*, under IWC Wage Order section 7.

42. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiff, the other class members, and the other aggrieved employees were entitled to reimbursement for necessary business-related expenses and costs.

43. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that they had a duty to compensate Plaintiff, the other class members, and the other aggrieved employees pursuant to California law, and that Defendants had the financial ability to pay such compensation, but willfully, knowingly, and intentionally failed to do so and falsely represented to Plaintiff, the other class members, and the other aggrieved employees that they were properly denied wages, all in order to increase Defendants' profits.

44. At all material times set forth herein, Defendants failed to pay overtime wages to Plaintiff, the other class members, and the other aggrieved employees. Plaintiff and the other aggrieved employees were required to work more than eight (8) hours per day and/or forty (40) hours per week without overtime compensation.

45. At all material times set forth herein, Defendants failed to provide uninterrupted meal and rest periods to Plaintiff, the other class members, and the other

aggrieved employees.

46. At all material times set forth herein, Defendants failed to pay Plaintiff, the other class members, and the other aggrieved employees at least minimum wages for all hours worked.

47. At all material times set forth herein, Defendants failed to pay Plaintiff, the other class members, and the other aggrieved employees all wages owed to them upon discharge or resignation.

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48. At all material times set forth herein, Defendants failed to pay Plaintiff's, the other class members', and the other aggrieved employees' wages within any time permissible under California law, including, *inter alia*, California Labor Code section 204.

49. At all material times set forth herein, Defendants failed to provide complete and accurate wage statements to Plaintiff, the other class members, and the other aggrieved employees.

50. At all material times set forth herein, Defendants failed to keep complete and accurate payroll records for Plaintiff, the other class members, and the other aggrieved employees.

51. At all material times set forth herein, Defendants failed to reimburse Plaintiff, the other class members, and the other aggrieved employees for necessary business-related expenses and costs.

52. At all material times set forth herein, Defendants failed to properly compensate Plaintiff, the other class members, and the other aggrieved employees pursuant to California law in order to increase Defendants' profits.

53. California Labor Code section 218 states that noting in Article 1 of the Labor Code shall limit the right of any wage claimant to "sue directly . . . for any wages or penalty due to him [or her] under this article."

### **FIRST CAUSE OF ACTION**

#### **(Violation of California Labor Code § 510, 558, 1194, and 1198)**

**(Against SUPERIOR PROTECTION SERVICES CA, INC. and DOES 1 through 100)**

54. Plaintiff incorporates by reference the allegations contained in Paragraphs 1 through 53, and each and every part thereof with the same force and effect as though fully set forth herein.

55. California Labor Code sections 1194 and 1198, and the applicable IWC Wage Order provide that it is unlawful to employ persons without compensating them at a rate of pay either one-and-one-half times (1.5x) or two times (2x) that person's regular rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

56. Specifically, the applicable IWC Wage Order provides that Defendants are and were required to pay Plaintiff and the other class members who worked more than eight (8) hours in a day or forty (40) hours in a workweek at the rate of one-and-one-half times (1.5x) all hours worked in excess of eight (8) hours in a day or forty (40) hours in a workweek.

57. The applicable IWC Wage Order further provides that Defendants are and were required to pay Plaintiff and the other class members overtime compensation at a rate of two times (2x) their regular rate of pay for all hours worked in excess of twelve (12) hours in a day.

58. California Labor Code section 510 codifies the right to overtime compensation at one-and-one-half times (1.5x) the regular hourly rate for hours worked in excess of eight (8) hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day of work, and to overtime compensation at twice the regular hourly rate for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day of work.

59. During the relevant time period, Plaintiff and the other class members worked in excess of eight (8) hours in a day and/or forty (40) hours in a week.

60. During the relevant time period, Defendants intentionally and willfully failed to pay overtime wages owed to Plaintiff and the other class members.

61. Defendants' failure to pay Plaintiff and the other class members the unpaid

1 balance of overtime compensation, as required by California laws, violates the provisions of  
2 California Labor Code sections 510, 1194, and 1198.

3         62. Pursuant to California Labor Code section 558, Plaintiff and the other class  
4 members are entitled to recover a penalty of \$50.00 for the initial failure to pay each  
5 employee overtime wages and \$100.00 for each subsequent failure to pay each employee  
6 overtime wages.

7         63. Pursuant to California Labor Code section 1194, Plaintiff and the other class  
8 members are entitled to recover unpaid overtime compensation, as well as interest, costs, and  
9 attorneys' fees.

10                                   **SECOND CAUSE OF ACTION**

11                                   **(Violation of California Labor Code §§ 226.7 and 512)**

12                                   **(Against SUPERIOR PROTECTION SERVICES CA, INC. and DOES 1 through 100)**

13         64. Plaintiff incorporates by reference the allegations contained in paragraphs 1  
14 through 63, and each and every part thereof with the same force and effect as though fully set  
15 forth herein.

16         65. At all relevant times, the IWC Wage Order and California Labor Code  
17 sections 226.7 and 512 were applicable to Plaintiff's and the other class members'  
18 employment by Defendants.

19         66. At all relevant times, California Labor Code section 226.7 provides that no  
20 employer shall require an employee to work during any meal or rest period mandated by the  
21 applicable IWC Wage Order.

22         67. At all relevant times, the applicable IWC Wage Order and California Labor  
23 Code section 512 provide that an employer may not require, cause or permit an employee to  
24 work for a work period of more than five (5) hours per day without providing the employee  
25 with a meal period of not less than thirty (30) minutes, except that if the total work period per  
26 day of the employee is no more than six (6) hours, the meal period may be waived by mutual  
27 consent of both the employer and employee.

28         68. At all relevant times, the applicable IWC Wage Order and California Labor

Code section 512 further provide that an employer may not require, cause or permit an employee to work for a work period of more than ten (10) hours per day without providing the employee with a second uninterrupted meal period of not less than thirty (30) minutes, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

69. During the relevant time period, Plaintiff and the other class members who were scheduled to work no longer than six (6) hours, and who did not waive their legally-mandated meal periods by mutual consent, were required to work for more than five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes.

70. During the relevant time period, Plaintiff and the other class members, who were scheduled to work in excess of six (6) hours, were required to work more than five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes.

71. During the relevant time period, Defendants intentionally and willfully required Plaintiff and the other class members to work during meal periods and failed to compensate them the full meal period premium for work performed during meal periods.

72. During the relevant time period, Defendants failed to pay Plaintiff and the other class members the full meal period premium due pursuant to California Labor Code section 226.7.

73. Defendants' conduct violates applicable IWC Wage Order and California Labor Code sections 226.7 and 512.

74. Pursuant to applicable IWC Wage Order and California Labor Code section 226.7(c), Plaintiff and the other class members are entitled to recover from Defendants one additional hour of pay at the employees' regular rate of compensation for each work day that a meal or rest period is not provided.

### **THIRD CAUSE OF ACTION**

**(Violation of California Labor Code § 226.7)**

**(Against SUPERIOR PROTECTION SERVICES CA, INC. and DOES 1 through 100)**

75. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 74, and each and every part thereof with the same force and effect as though fully set forth herein.

76. At all times herein set forth, the applicable IWC Wage Order and California Labor Code section 226.7 was applicable to Plaintiff's and the other class members' employment by Defendants.

77. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by the applicable IWC Wage Order.

78. At all relevant times, the applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily work time is less than three and one-half (3 ½) hours.

79. During the relevant time period, Defendants required Plaintiff and other class members to work four (4) or more hours without authorizing or permitting a ten (10) minute net rest period per each four (4) hour period worked.

80. During the relevant time period, Defendants willfully required Plaintiff and the other class members to work during rest periods and failed to pay Plaintiff and the other class members the full rest period premium for work performed during rest periods.

81. During the relevant time period, Defendants failed to pay Plaintiff and the other class members the full rest period premium due pursuant to California Labor Code section 226.7.

82. Defendants' conduct violates applicable IWC Wage Orders and California Labor Code section 226.7.

83. Pursuant to the applicable IWC Wage Orders and California Labor Code section 226.7(c), Plaintiff and the other class members are entitled to recover from Defendants one

1 additional hour of pay at the employees' regular hourly rate of compensation for each work day  
2 that a rest period was not provided.

3 **FOURTH CAUSE OF ACTION**

4 **(Violation of California Labor Code §§ 510, 558, 1174, 1194, 1198, and 1199)**

5 **(Against SUPERIOR PROTECTION SERVICES CA, INC. and DOES 1 through 100)**

6 84. Plaintiff incorporates by reference the allegations contained in paragraphs 1  
7 through 83, and each and every part thereof with the same force and effect as though fully set  
8 forth herein.

9 85. At all relevant times, California Labor Code sections 510, 1194, 1199 provide  
10 that employees must be paid at least minimum wage, and any lesser payment than the fixed  
11 minimum is unlawful.

12 86. California Labor Code section 1198 and the applicable IWC Wage Order  
13 provide that it is unlawful to employ persons without compensating them at a rate of pay  
14 either one-and-one-half times (1.5x) or two times (2x) that person's regular rate of pay,  
15 depending on the number of hours worked by the person on a daily or weekly basis

16 87. During the relevant time period, Defendants failed to pay minimum wage to  
17 Plaintiff and the other class members as required, pursuant to California Labor Code sections  
18 510 and 1194.

19 88. Defendants' failure to pay Plaintiff and the other class members the minimum  
20 wage as required violates California Labor Code sections 510, 1194, 1198, and 1199.  
21 Pursuant to those sections, Plaintiff and the other class members are entitled to recover the  
22 unpaid balance of their minimum wage compensation, as well as interest, costs, attorney's  
23 fees, and liquidated damages in an amount equal to the wages unlawfully unpaid and interest  
24 thereon.

25 89. Pursuant to California Labor Code section 558, Plaintiff and the other class  
26 members are entitled to recover a penalty of \$50.00 for each underpaid employee for each  
27 pay period for which the employee was underpaid for the initial failure to timely pay each  
28 employee minimum wages and \$100.00 for each underpaid employee for each pay period for

1 which the employee was underpaid for the subsequent failure to timely pay each employee  
2 minimum wages.

3 90. Pursuant to California Labor Code section 1197.1, Plaintiff and the other class  
4 members are entitled to recover a penalty of \$100.00 for the initial failure to timely pay each  
5 employee minimum wages and \$250.00 for each subsequent failure to pay each employee  
6 minimum wages.

7 91. Pursuant to California Labor Code section 1194.2, Plaintiff and the other class  
8 members are entitled to recover liquidated damages in an amount equal to the wages  
9 unlawfully unpaid and interest thereon

10 **FIFTH CAUSE OF ACTION**

11 **(Violation of California Labor Code §§ 201, 202, and 203)**

12 **(Against SUPERIOR PROTECTION SERVICES CA, INC. and DOES 1 through 100)**

13 92. Plaintiff incorporate by reference the allegations contained in paragraphs 1  
14 through 91, and each and every part thereof with the same force and effect as though fully set  
15 forth herein.

16 93. At all relevant times herein set forth, California Labor Code sections 201 and  
17 202 provide that if an employer discharges an employee, the wages earned and unpaid at the  
18 time of discharge are due and payable immediately, and if an employee quits his or her  
19 employment, his or her wages shall become due and payable not later than seventy-two (72)  
20 hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her  
21 intention to quit, in which case the employee is entitled to his or her wages at the time of  
22 quitting.

23 94. During the relevant time period, Defendants intentionally and willfully failed  
24 to pay Plaintiff and the other class members who are no longer employed by Defendants their  
25 earned and unpaid wages within seventy-two (72) hours of their leaving Defendants' employ.

26 95. Defendants' failure to pay Plaintiff and the other class members their earned  
27 and unpaid wages within seventy-two (72) hours of their leaving Defendants' employ is in  
28 violation of California Labor Code sections 201 and 202.

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

97. Plaintiff and the other class members are entitled to recover from Defendants the statutory penalty wages for each day they were not paid, up to a thirty (30) day maximum pursuant to California Labor Code section 203.

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### **SIXTH CAUSE OF ACTION**

#### **(Violation of California Labor Code §§ 204 and 210)**

#### **(Against SUPERIOR PROTECTION SERVICES CA, INC. and DOES 1 through 100)**

98. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 97, and each and every part thereof with the same force and effect as though fully set forth herein.

99. At all times herein set forth, California Labor Code section 204 provides that all wages earned by any person in any employment between the first and fifteenth day, inclusive of any calendar month, other than those wages due upon termination of an employee, are due and payable between the sixteenth and twenty-sixth day of the month during which the labor was performed.

100. At all times herein set forth, California Labor Code section 204 provides that all wages earned by any person in any employment between the sixteenth and the last day, inclusive of any calendar month, other than those wages due upon termination of an employee, are due and payable between the first and tenth day of the following month.

101. At all times herein set forth, California Labor Code section 204 provides that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.

102. During the relevant time period, Defendants intentionally and willfully failed to pay Plaintiff and the other class members all wages due to them within any time period

permissible under California Labor Code section 204.

103. Plaintiff and the other class members are entitled to recover all remedies available for violations of California Labor Code section 204.

104. Plaintiff and the other class members are entitled to recover from Defendants the statutory penalties for each violation pursuant to California Labor Code section 210.

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### **SEVENTH CAUSE OF ACTION**

#### **Violation of California Labor Code § 226**

**(Against SUPERIOR PROTECTION SERVICES CA, INC. and DOES 1 through 100)**

105. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 104, and each and every part thereof with the same force and effect as though fully set forth herein.

106. At all material times set forth herein, California Labor Code section 226 provides that every employer shall furnish each of his or her employees an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and his or her social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. The deductions made from payments of wages shall be recorded in ink or other indelible form, properly dated with the month, day, and year, and a copy of the statement or a record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California.

107. Defendants have intentionally and willfully failed to provide Plaintiff and the other class members with complete and accurate wage statements. The deficiencies include but are not limited to: the failure to include the total number of hours worked by Plaintiff and the other class members.

108. As a result of Defendants' violation of California Labor Code section 226, Plaintiff and the other class members have suffered injury and damage to their statutorily-protected rights.

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109. More specifically, Plaintiff and the other class members have been injured by Defendants' intentional and willful violation of California Labor Code section 226 because they were denied both their legal right to receive, and their protected interest in receiving, accurate and itemized wage statements pursuant to California Labor Code section 226.

110. Plaintiff and the other class members are entitled to recover from Defendants the greater of their actual damages caused by Defendants' failure to comply with California Labor Code section 226(a) or an aggregate penalty not exceeding \$4,000 per employee.

111. Plaintiff and the other class members are also entitled to injunctive relief to ensure compliance with this section pursuant to California Labor Code section 226(h).

### **EIGHTH CAUSE OF ACTION**

#### **(Violation of California Labor Code § 1174(d))**

#### **(Against SUPERIOR PROTECTION SERVICES CA, INC. and DOES 1 through 100)**

112. Plaintiff incorporate by reference the allegations contained in paragraphs 1 through 111, and each and every part thereof with the same force and effect as though fully set forth herein.

113. Pursuant to IWC Wage Orders, section 7, and California Labor Code section 1174(d), an employer shall keep, at a central location in the state or at the plants or establishments at which employees are employed, accurate information with respect to each employee including time records showing when the employee begins and ends each work period, including recording meal periods, payroll records showing the hours worked daily by

1 and the wages paid to, and the number of piece-rate units earned by and any applicable piece  
2 rate paid to, employees employed at the respective plants or establishments. These records  
3 shall be kept in accordance with rules established for this purpose by the commission, but in  
4 any case shall be kept on file for not less than two years.

5 114. Defendants have intentionally and willfully failed to keep accurate and  
6 complete payroll records showing the hours worked daily and the wages paid to Plaintiff and  
7 the other class members.

8 115. As a result of Defendants' violation of the applicable IWC Wage Order and  
9 California Labor Code section 1174(d), Plaintiff and the other class members have suffered  
10 injury and damage to their statutorily-protected rights.

11 116. More specifically, Plaintiff and the other class members have been injured by  
12 Defendants' intentional and willful violation of the IWC Wage Order and California Labor  
13 Code section 1174(d) because they were denied both their legal right and protected interest in  
14 having available, accurate, and complete payroll records pursuant to California Labor Code  
15 section 1174(d).

16 **NINTH CAUSE OF ACTION**

17 **(Violation of California Labor Code §§ 2800 and 2802)**

18 **(Against SUPERIOR PROTECTION SERVICES CA, INC. and DOES 1 through 100)**

19 117. Plaintiff incorporate by reference the allegations contained in paragraphs 1  
20 through 116, and each and every part thereof with the same force and effect as though fully  
21 set forth herein.

22 118. Pursuant to California Labor Code sections 2800 and 2802, an employer must  
23 reimburse its employee for all necessary expenditures incurred by the employee in direct  
24 consequence of the discharge of his or her job duties or in direct consequence of his or her  
25 obedience to the directions of the employer.

26 119. Plaintiff and the other class members incurred necessary business-related  
27 expenses and costs that were not fully reimbursed by Defendants.

28 120. Defendants have intentionally and willfully failed to reimburse Plaintiff and

the other class members for all necessary business-related expenses and costs.

121. Plaintiff and the other class members are entitled to recover from Defendants their business-related expenses and costs incurred during the course and scope of their employment, plus interest accrued from the date on which the employee incurred the necessary expenditures at the same rate as judgments in civil actions in the State of California.

**TENTH CAUSE OF ACTION**

**(Violation of California Business & Professions Code § 17200, et seq.)**

**(Against SUPERIOR PROTECTION SERVICES CA, INC. and DOES 1 through 100)**

122. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 121, and each and every part thereof with the same force and effect as though fully set forth herein.

123. Defendants' conduct, as alleged herein, has been and continues to be unfair, unlawful, and harmful to Plaintiff, other class members, to the general public, and Defendants' competitors. Accordingly, Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure section 1021.5.

124. Defendants' activities, as alleged herein, are violations of California law and constitute unlawful business acts and practices in violation of California Business & Professions Code section 17200, et seq.

125. A violation of California Business & Professions Code section 17200, et seq. may be predicated on the violation of any state or federal law. In this instant case, Defendants' policies and practices of requiring employees, including Plaintiff and the other class members, to work overtime without paying them proper compensation violate California Labor Code sections 510, 558, 1194, 1197.1, and 1198. Additionally, Defendants' policies and practices of requiring employees, including Plaintiff and the other class members, to work through their meal and rest periods without paying them proper compensation violate California Labor Code sections 226.7 and 512. Defendants' policies and practices of failing to pay minimum wages violate California Labor Code sections 510, 558, 1174, 1194, 1198, and 1199. Moreover, Defendants' policies and practices of failing to

1 timely pay wages to Plaintiff and the other class members violate California Labor Code  
2 sections 201, 202, 203, 204, and 210. Defendants also violated California Labor Code  
3 sections 226, 1174(d), 2800, and 2802.

4 126. As a result of the herein described violations of California law, Defendants  
5 unlawfully gained an unfair advantage over other businesses.

6 127. Plaintiff and the other class members have been personally injured by  
7 Defendants' unlawful business acts and practices as alleged herein, including but not  
8 necessarily limited to the loss of money and/or property.

9 128. Pursuant to California Business & Professions Code section 17200, et seq.,  
10 Plaintiff and the other class members are entitled to restitution of the wages withheld and  
11 retained by Defendants during a period that commences four years preceding the filing of  
12 this Complaint, an award of attorneys' fees pursuant to California Code of Civil procedure  
13 section 1021.5 and other applicable laws, and an award of costs.

14 **ELEVENTH CAUSE OF ACTION**

15 **(Violation of California Labor Code § 2698, et seq.)**

16 **(Against SUPERIOR PROTECTION SERVICES CA, INC. and DOES 1 through 100)**

17 129. Plaintiff incorporates by reference the allegations contained in paragraphs 1  
18 through 128, and each and every part thereof with the same force and effect as though fully  
19 set forth herein.

20 130. PAGA expressly establishes that any provision of the California Labor Code,  
21 which provides for a civil penalty to be assessed and collected by the LWDA or any of its  
22 departments, divisions, commissions, boards, agencies, or employees for a violation of the  
23 California Labor Code, may be recovered through a civil action brought by an aggrieved  
24 employee on behalf of himself or herself and other current or former employees.

25 131. Whenever the LWDA or any of its departments, divisions, commissions,  
26 boards, agencies, or employees has discretion to assess a civil penalty, a court in a civil  
27 action is authorized to exercise the same discretion, subject to the same limitations and  
28 conditions, to assess a civil penalty.

132. Plaintiff and the other hourly-paid or non-exempt employees are “aggrieved employees” as defined by California Labor Code section 2699(c) in that they are all current or former employees of Defendants, and the alleged violations were committed against them.

**Failure to Pay Overtime**

133. Defendants’ failure to pay legally required overtime wages to Plaintiff and the other aggrieved employees is in violation of the IWC Wage Orders and constitutes a violation of California Labor Code sections 510 and 1198.

**Failure to Provide Meal Periods**

134. Defendants’ failure to provide legally required meal periods to Plaintiff and the other aggrieved employees is in violation of the IWC Wage Orders and constitutes a violation of California Labor Code sections 226.7 and 512(a).

**Failure to Provide Rest Periods**

135. Defendants’ failure to provide legally required rest periods to Plaintiff and the other aggrieved employees is in violation of the IWC Wage Orders and constitutes a violation of California Labor Code section 226.7.

**Failure to Pay Minimum Wages**

136. Defendants’ failure to pay legally required minimum wages to Plaintiff and the other aggrieved employees is in violation of the IWC Wage Orders and constitutes a violation of California Labor Code sections 1194, 1197, and 1197.1.

**Failure to Timely Pay Wages Upon Termination**

137. Defendants’ failure to timely pay wages to Plaintiff and the other aggrieved employees upon termination in accordance with Labor Code sections 201 and 202 constitutes a violation of California Labor Code sections 201 and 202.

**Failure to Timely Pay Wages During Employment**

138. Defendants’ failure to timely pay wages to Plaintiff and the other aggrieved employees during employment in accordance with Labor Code section 204 constitutes a violation of California Labor Code section 204.

**Failure to Provide Complete and Accurate Wage Statements**

139. Defendants' failure to provide complete and accurate wage statements to Plaintiff and the other aggrieved employees in accordance with Labor Code section 226(a) constitutes a violation of California Labor Code section 226(a).

**Failure to Keep Complete and Accurate Payroll Records**

140. Defendants' failure to keep complete and accurate payroll records relating to Plaintiff and the other aggrieved employees in accordance with California Labor Code section 1174(d) constitutes a violation of California Labor Code section 1174(d).

**Failure to Reimburse Necessary Business-Related Expenses and Costs**

141. Defendants' failure to reimburse Plaintiff and the other aggrieved employees for necessary business-related expenses and costs in accordance with California Labor Code sections 2800 and 2802 constitutes a violation of California Labor Code sections 2800 and 2802.

142. Pursuant to California Labor Code section 2699, Plaintiff, individually, and on behalf of all aggrieved employees, requests and is entitled to recover from Defendants and each of them, attorneys' fees and costs pursuant to California Labor Code section 218.5, as well as all penalties pursuant to PAGA against Defendants, and each of them, including but not limited to:

- a. Penalties under California Labor Code section 2699(f) in the amount of one hundred dollars (\$100) for each aggrieved employee per pay period or two hundred dollars (\$200) for each aggrieved employee per pay period for each violation where there has been a prior finding or determination that Defendants' policies or practices were unlawful or where Defendants' conduct was malicious, fraudulent, or oppressive;
- b. Penalties under California Code of Regulations Title 8 section 11010, et seq. in the amount of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation, and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation;
- c. Penalties under California Labor Code section 210 in addition to, and

entirely independent and apart from, any other penalty provided in the California Labor Code in the amount of one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation; and

d. Any and all additional penalties and sums as provided by the California Labor Code and/or other statutes.

143. Pursuant to California Labor Code section 2699(m), civil penalties recovered by aggrieved employees shall be distributed as follows: sixty-five percent (65%) to the LWDA for the enforcement of labor laws and education of employers and employees about their rights and responsibilities and thirty-five percent (35%) to the aggrieved employees.

144. Further, Plaintiff is entitled to seek and recover reasonable attorneys' fees and costs pursuant to California Labor Code sections 210, 218.5, 2699, and any other applicable statute.

#### **DEMAND FOR JURY TRIAL**

Plaintiff, individually, and on behalf of other members of the general public similarly situated, and on behalf of other aggrieved employees pursuant to the Private Attorneys General Act requests a trial by jury.

#### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiff, individually, and on behalf of other members of the general public similarly situated, and on behalf of other aggrieved employees pursuant to the Private Attorneys General Act prays for relief and judgment against Defendants, jointly and severally, as follows:

#### **Class Certification**

1. That the first through tenth action be certified to proceed on a class action basis;
2. That Plaintiff be appointed as the representative of the Class;
3. That counsel for Plaintiff be appointed as Class Counsel; and

4. That Defendants provide to Class Counsel immediately the names and most current/last known contact information (address, e-mail, and telephone numbers) of all class members.

**As to the First Cause of Action**

5. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 510, 558, 1194, 1197.1, and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime wages due to Plaintiff and the other class members;

6. For general unpaid wages at overtime wage rates and such general and special damages as may be appropriate;

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

8. For statutory wage penalties pursuant to California Labor Code section 558 for Plaintiff and the other class members in the amount as may be established according to proof at trial;

9. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194; and

10. For such other and further relief as the Court may deem just and proper.

**As to the Second Cause of Action**

11. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 226.7 and 512, and applicable IWC Wage Orders by willfully failing to provide all meal periods (including second meal periods) to Plaintiff and the other class members;

12. That the Court make an award to Plaintiff and the other class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a meal period was not provided;

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

- 1           14.     For premium wages pursuant to California Labor Code section 226.7(c);  
2           15.     For pre-judgment interest on any unpaid wages from the date such amounts  
3 were due;  
4           16.     For reasonable attorneys' fees and costs of suit incurred herein; and  
5           17.     For such other and further relief as the Court may deem just and proper.

6                           **As to the Third Cause of Action**

- 7           18.     That the Court declare, adjudge, and decree that Defendants violated  
8 California Labor Code section 226.7, and applicable IWC Wage Orders by willfully failing  
9 to provide all rest periods to Plaintiff and the other class members;  
10          19.     That the Court make an award to Plaintiff and the other class members of one  
11 (1) hour of pay at each employee's regular rate of compensation for each workday that a rest  
12 period was not provided;  
13          20.     For all actual, consequential, and incidental losses and damages, according to  
14 proof;  
15          21.     For premium wages pursuant to California Labor Code section 226.7(c);  
16          22.     For pre-judgment interest on any unpaid wages from the date such amounts  
17 were due; and  
18          23.     For such other and further relief as the Court may deem just and proper.

19                           **As to the Fourth Cause of Action**

- 20          24.     That the Court declare, adjudge, and decree that Defendants violated  
21 California Labor Code sections 510, 558, 1174, 1194, 1198, and 1199 by willfully failing to  
22 pay minimum wages to Plaintiff and the other class members;  
23          25.     For general unpaid wages and such general and special damages as may be  
24 appropriate;  
25          26.     For statutory wage penalties pursuant to California Labor Code sections 558  
26 and 1197.1 for Plaintiff and the other class members in the amount as may be established  
27 according to proof at trial;  
28          27.     For pre-judgment interest on any unpaid compensation from the date such

1 amounts were due;

2 28. For reasonable attorneys' fees and costs of suit incurred herein pursuant to  
3 California Labor Code section 1194(a);

4 29. For statutory penalties pursuant to California Labor Code section 558; and

5 30. For liquidated damages pursuant to California Labor Code section 1194.2; and

6 31. For such other and further relief as the Court may deem just and proper.

7 **As to the Fifth Cause of Action**

8 32. That the Court declare, adjudge, and decree that Defendants violated  
9 California Labor Code sections 201, 202, and 203 by willfully failing to pay all  
10 compensation owed at the time of termination of the employment of Plaintiff and the other  
11 class members no longer employed by Defendants;

12 33. For all actual, consequential, and incidental losses and damages, according to  
13 proof;

14 34. For statutory wage penalties pursuant to California Labor Code section 203 for  
15 Plaintiff and the other class members who have left Defendants' employ;

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

18 36. For such other and further relief as the Court may deem just and proper.

19 **As to the Sixth Cause of Action**

20 35. That the Court declare, adjudge, and decree that Defendants violated  
21 California Labor Code sections 204 and 210 by willfully failing to pay all compensation  
22 owed at the time required by California Labor Code sections 204 and 210 to Plaintiff and the  
23 other class members;

24 36. For all actual, consequential, and incidental losses and damages, according to  
25 proof;

26 37. For pre-judgment interest on any unpaid compensation from the date such  
27 amounts were due; and

28 38. For such other and further relief as the Court may deem just and proper

**As to the Seventh Cause of Action**

39. That the Court declare, adjudge, and decree that Defendants violated the record keeping provisions of California Labor Code section 226 and applicable IWC Wage Orders as to Plaintiff and the other class members, and willfully failed to provide accurate itemized wage statements thereto;

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

41. For statutory penalties pursuant to California Labor Code section 226(e);

42. For injunctive relief to ensure compliance with this section pursuant to California Labor Code section 226(h); and

43. For such other and further relief as the Court may deem just and proper

**As to the Eighth Cause of Action**

44. That the Court declare, adjudge, and decree that Defendants violated California Labor Code section 1174(d) by willfully failing to keep accurate and complete payroll records for Plaintiff and the other class members as required by applicable IWC Wage Orders and California Labor Code section 1174(d);

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

46. For statutory penalties pursuant to California Labor Code section 1174.5; and

47. For such other and further relief as the Court may deem just and proper

**As to the Ninth Cause of Action**

48. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 2800 and 2802, and the applicable IWC Wage Orders by collecting employees' wages and/or willfully failing to reimburse Plaintiff and the other class members for all necessary business-related expenses as required by California Labor Code sections 2800 and 2802, and the Wage Orders;

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

- 1           50.     For the imposition of civil penalties and/or statutory penalties;  
2           51.     For reasonable attorneys' fees and costs of suit incurred herein; and  
3           52.     For such other and further relief as the Court may deem just and proper.

4                               **As to the Tenth Cause of Action**

5           53.     That the Court declare, adjudge, and decree that Defendants violated  
6 California Business and Professions Code section 17200, et seq. by failing to provide  
7 Plaintiff and the other class members all overtime compensation due to them, failing to  
8 provide all meal and rest periods to Plaintiff and the other class members, failing to pay at  
9 least minimum wages to Plaintiff and the other class members, failing to timely pay  
10 Plaintiff's and the other class members' wages, failing to provide Plaintiff and other class  
11 members with complete and accurate wage statements, failing to keep complete and accurate  
12 payroll records, and failing to reimburse Plaintiff and the other class members for necessary  
13 business-related expenses and costs.

14           54.     For restitution of unpaid wages to Plaintiff and all the other class members and  
15 all pre-judgment interest from the day such amounts were due and payable;

16           55.     For the appointment of a receiver to receive, manage, and distribute any and  
17 all funds disgorged from Defendants and determined to have been wrongfully acquired by  
18 Defendants as a result of violating California Business and Professions Code section 17200,  
19 et seq.;

20           56.     For reasonable attorneys' fees and costs of suit incurred herein pursuant to  
21 California Code of Civil Procedure section 1021.5;

22           57.     For injunctive relief to ensure compliance with this section pursuant to  
23 California Business and Professions Code section 17200, et seq.; and

24           58.     For such other and further relief as the Court may deem just and proper

25                               **As to the Eleventh Cause of Action**

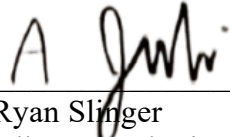
26           59.     For civil penalties pursuant to California Labor Code sections 558 and  
27 2699(a), (f), (k), plus costs/expenses and attorneys' fees for violation of California Labor  
28 Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1,

1 1198, 2800, and 2802; and

2 60. For such other and further relief as the Court may deem equitable and  
3 appropriate.

4  
5 DATED: June 18, 2026

**LAWYERS for JUSTICE, PC**

6  
7 By:   
8 Ryan Slinger  
9 Alborz Javaheri  
10 *Attorneys for Plaintiff*