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and on behalf of all persons similarly situated

ELECTRONICALLY FILED

Superior Court of California,
County of Alameda

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By: Andrei Gospel,
Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA - UNLIMITED JURISDICTION

RONY BANARIA, on behalf of himself
and on behalf of all persons similarly
situated

Plaintiff

vs.

VIGILANT EYE SECURITY, INC., dba
Vigilant Eye Private Security, aka Vigilant
Eye Security and SHAFI NOMAIR,
BASHIR NOMAIR, and ABDUL
NOMAIR; and DOES 1 through 20
inclusive

Defendants

Case Number: **25CV133382**

CLASS ACTION COMPLAINT

(1) FAILURE TO PROVIDE MEAL
PERIODS

(2) FAILURE TO AUTHORIZE AND
PERMIT REST BREAKS

(3) FAILURE TO PAY OVERTIME WAGES

(4) FAILURE TO REIMBURSE BUSINESS
EXPENSES

(5) FAILURE TO PROVIDE WAGE
STATEMENTS

(6) FAILURE TO PAY ALL WAGES DUE
UPON SEPARATION, AND

(7) VIOLATION OF BUSINESS AND
PROFESSIONS CODE

DEMAND FOR JURY TRIAL

1 Plaintiff Rony Banaria, individually, on behalf of himself, and on behalf of all persons
2 similarly situated, complains and alleges the following:

3 **Introduction**

4 1. This is a class action pursuant to Code of Civil Procedure section 382 by Plaintiff
5 Rony Banaria, on behalf of himself and a proposed Class, against his employer, Vigilant Eye
6 Security, Inc., dba Vigilant Eye Private Security, aka Vigilant Eye Security, and SHAFI NOMAIR,
7 BASHIR NOMAIR, and ABDUL NOMAIR (hereinafter also referred to collectively as
8 “Defendants”).

9 **The Parties**

10 2. Plaintiff Rony Banaria is an adult male employed by Vigilant Eye Security, Inc.
11 Plaintiff is a resident of Fairfield, California.

12 3. Defendant Vigilant Eye Security, Inc. is a California Corporation. Plaintiff is
13 informed and believes and on that basis alleges that Vigilant Eye Security, Inc.’s principal place of
14 business is 21044 VENTURA BLVD 101WOODLAND HILLS, CA 91364. Defendants SHAFI
15 NOMAIR, BASHIR NOMAIR, and ABDUL NOMAIR are the chief executive officer, chief
16 financial officer, and secretary of Vigilant Eye Security, Inc. SHAFI NOMAIR, BASHIR
17 NOMAIR, and ABDUL NOMAIR qualify as other persons acting on behalf of an employer who
18 violated or caused to be violated a Labor Code section (see Lab. Code, §§ 558, subd. (a), 558.1,
19 subd. (a)) and are liable as the employer for such violation(s) and are subject to the same civil
20 penalties.

21 4. Plaintiff is ignorant of the true names and capacities of Defendants sued herein as
22 DOES 1 through 20, and therefore sues the Defendants by such fictitious names. Plaintiff will
23 amend this complaint to allege their true names and capacities when they are ascertained. Plaintiff is
24 informed and believes and thereon alleges that each of the fictitiously named Defendant is
25 responsible in some manner for the wrongful conduct herein alleged, and that Plaintiff’s alleged
26 damages as herein alleged were proximately caused by that conduct.

27 5. Defendants at all times mentioned were the agents and the employees of their
28

codefendants and in doing the things hereinafter alleged were acting within the course and scope of such agency and with the permission and consent of their codefendants.

Venue and Jurisdiction

6. Plaintiff brings this class action pursuant to Code of Civil Procedure section 382 for violations of California law. The amount in controversy exceeds the minimum required by this court.

7. Venue is proper in this court because Vigilant Eye Security, Inc. and SHAFI NOMAIR, BASHIR NOMAIR, and ABDUL NOMAIR (hereinafter also referred to as collectively as “Defendants” and collectively as “Vigilant Eye Security, Inc.”) conduct business in the County of Alameda and because Plaintiff Rony Banaria worked for defendants in the County of Alameda.

General Allegations

8. Vigilant Eye Security, Inc. provides private security services to clients throughout California. Plaintiff is informed and believes and on that basis alleges that Vigilant Eye Security, Inc. employs over 100 security guards throughout California.

9. Plaintiff has been employed as a security guard with Vigilant Eye Security, Inc. for over ten years, providing security guard services for Vigilant Eye Security, Inc. at its various client locations throughout California.

10. During Plaintiff’s employment with Vigilant Eye Security, Inc., Vigilant Eye Security, Inc. misclassified Plaintiff as an independent contractor. Plaintiff is informed and believes and on that basis alleges that Vigilant Eye Security, Inc. has systematically misclassified security guards it employs as independent contractors.

11. Vigilant Eye Security, Inc. regularly failed to provide Plaintiff a 30 minute uninterrupted meal break before the start of the sixth hour of his shift and a second 30 minute uninterrupted meal break before the start of the tenth hour of his shift on those occasions in which he worked in excess of ten hours, as required by Labor Code sections 226.7, subdivision (b), Industrial Welfare Commission Wage Order Number 4, paragraph 11, and 8 California Code of Regulations section 11040, paragraph 11. Plaintiff is informed and believes and on that basis alleges that Vigilant Eye Security, Inc. regularly failed to provide similarly situated security guards a 30 minute

1 uninterrupted meal break before the start of the sixth hour of their shift and a second 30 minute
2 uninterrupted meal break before the start of the tenth hour of their shift on those occasions in which
3 they worked in excess of ten hours, as required by Labor Code sections 226.7, subdivision (b),
4 Industrial Welfare Commission Wage Order Number 4, paragraph 11, and 8 California Code of
5 Regulations section 11040, paragraph 11.

6 12. Because it failed to provide Plaintiff and other similarly situated security guards meal
7 periods in accordance with state law, Vigilant Eye Security, Inc. was required to pay Plaintiff and
8 other similarly situated security guards an additional hour of pay at the regular rate of compensation
9 for each workday in which a meal period violation occurred. Vigilant Eye Security, Inc. failed to
10 pay Plaintiff an additional hour of pay at the regular rate of compensation for each workday in which
11 a meal period violation occurred, in violation of Labor Code section 226.7, subdivision (c),
12 Industrial Welfare Commission Wage Order Number 4, paragraph 11, and 8 California Code of
13 Regulations section 11040, paragraph 11. Plaintiff is informed and believes and on that basis alleges
14 that Vigilant Eye Security, Inc. failed to pay other similarly situated security guards an additional
15 hour of pay at the regular rate of compensation for each workday in which a meal period violation
16 occurred, in violation of Labor Code section 226.7, subdivision (c), Industrial Welfare Commission
17 Wage Order Number 4, paragraph 11, and 8 California Code of Regulations section 11040,
18 paragraph 11.

19 13. Vigilant Eye Security, Inc. regularly failed to authorize and permit Plaintiff to take
20 rest breaks in the middle of four hours of work or major fraction thereof, insofar as practicable, as
21 required by Labor Code sections 226.7, subdivision (b), Industrial Welfare Commission Wage Order
22 Number 4, paragraph 12, and 8 California Code of Regulations section 11040, paragraph 12.
23 Plaintiff is informed and believes and on that basis alleges that Vigilant Eye Security, Inc. regularly
24 failed to authorize and permit other similarly situated security guards to take rest breaks, which,
25 insofar as practicable, were in the middle of four hours of work or major fraction thereof, as required
26 by Labor Code sections 226.7, subdivision (b), Industrial Welfare Commission Wage Order Number
27 4, paragraph 12, and 8 California Code of Regulations section 11040, paragraph 12.
28

1 14. Because it failed to authorize and permit Plaintiff and other similarly situated security
2 guards to take rest breaks which, insofar as practicable, were in the middle of four hours of work or
3 major fraction thereof, Vigilant Eye Security, Inc. was required to pay Plaintiff and other similarly
4 situated security guards an additional hour of pay at the regular rate of compensation for each
5 workday in which a rest break violation occurred. Vigilant Eye Security, Inc. failed to pay Plaintiff
6 an additional hour of pay at his regular rate of compensation for each workday in which a rest break
7 violation occurred, in violation of Labor Code section 226.7, subdivision (c), Industrial Welfare
8 Commission Wage Order Number 4, paragraph 12, and 8 California Code of Regulations section
9 11040, paragraph 12. Plaintiff is informed and believes and on that basis alleges that Vigilant Eye
10 Security, Inc. failed to pay other similarly situated security guards an additional hour of pay at the
11 employee's regular rate of compensation for each workday in which a rest break violation occurred,
12 in violation of Labor Code section 226.7, subdivision (c), Industrial Welfare Commission Wage
13 Order Number 4, paragraph 12, and 8 California Code of Regulations section 11040, paragraph 12.

14 15. Vigilant Eye Security, Inc. failed to pay Plaintiff overtime wages on the occasions
15 when Plaintiff worked in excess of eight hours in a workday and/or 40 hours in a workweek, in
16 violation of Labor Code sections 204, 510, 515, 1194, and 1198, Industrial Welfare Commission
17 Wage Order Number 4, paragraph 3, and 8 California Code of Regulations section 11040, paragraph
18 3. Plaintiff is informed and believes and on that basis alleges that Vigilant Eye Security, Inc. failed
19 to pay similarly situated security guards overtime wages on the occasions when they worked in
20 excess of eight hours in a workday and/or 40 hours in a workweek, in violation of Labor Code
21 sections 204, 510, 515, 1194, and 1198, Industrial Welfare Commission Wage Order Number 4,
22 paragraph 3, and 8 California Code of Regulations section 11040, paragraph 3.

23 16. Vigilant Eye Security, Inc. failed to reimburse Plaintiff for necessary business
24 expenses he incurred related to his employment at Vigilant Eye Security, Inc., in violation of Labor
25 Code section 2802. Plaintiff is informed and believes and on that basis alleges that Vigilant Eye
26 Security, Inc. failed to reimburse similarly situated security guards for necessary business expenses
27 they incurred related to their employment at Vigilant Eye Security, Inc., in violation of Labor Code
28 section 2802.

17. Vigilant Eye Security, Inc. paid Plaintiff an hourly rate for hours worked without deducting appropriate federal and state taxes, and without providing Plaintiff with a wage statement or an accurate wage statement, in violation of Labor Code sections 226 and 226.3, Industrial Welfare Commission Wage Order Number 4, paragraph 7, and 8 California Code of Regulations section 11040, paragraph 7. Plaintiff is informed and believes and on that basis alleges that Vigilant Eye Security, Inc. paid similarly situated security guards an hourly rate for hours worked without deducting appropriate federal and state taxes, and without providing similarly situated security guards with a wage statement or an accurate wage statement, in violation of Labor Code sections 226 and 226.3, Industrial Welfare Commission Wage Order Number 4, paragraph 7, and 8 California Code of Regulations section 11040, paragraph 7.

18. Upon Plaintiff's separation from employment, Vigilant Eye Security, Inc. failed to pay Plaintiff all wages due in that Plaintiff's final paycheck did not include unpaid overtime wages for hours worked in excess of eight hours a day and in excess of forty hours a week, did not include an additional hour of pay for each workday in which a meal break violation occurred, and did not include an additional hour of pay for each workday in which a rest break violation occurred, in violation of Labor Code sections 201, 202, and 203. Plaintiff is informed and believes and on that basis alleges that Vigilant Eye Security, Inc. failed to pay similarly situated security guards all wages due in that their final paychecks did not include unpaid overtime wages for hours worked in excess of eight hours a day and in excess of forty hours a week, did not include an additional hour of pay for each workday in which a meal break violation occurred, and did not include an additional hour of pay for each workday in which a rest break violation occurred, in violation of Labor Code sections 201, 202, and 203.

Class Action Allegations

19. Plaintiff brings claims for violations of the California Labor Code, 8 California Code of Regulations section 11040, Industrial Welfare Commission Wage Order Number 4, and the California Business and Professions Code on behalf of himself and the following Classes of similarly situated persons:

1 a. Meal Periods Class: All current and former security guards whom Vigilant
2 Eye Security, Inc. did not provide meal periods and whom Vigilant Eye Security, Inc. failed to pay
3 an additional hour of pay at the regular rate of compensation for each workday in which a meal
4 period violation occurred at any time during the period beginning four years prior to the date of
5 filing of this action and through the date of trial.

6 b. Rest Break Class: All current and former security guards whom Vigilant Eye
7 Security Services, Inc. did not authorize and permit to take rest breaks and whom Vigilant Eye
8 Security, Inc. failed to pay an additional hour of pay at the regular rate of compensation for each
9 workday in which a rest break violation occurred at any time during the period beginning four years
10 prior to the date of filing of this action and through the date of trial.

11 c. Unpaid Overtime Wages Class: All current and former security guards whom
12 Vigilant Eye Security, Inc. failed to pay overtime wages at any time during the period beginning four
13 years prior to the date of filing of this action and through the date of trial.

14 d. Business Expense Class: All current and former security guards whom
15 Vigilant Eye Security, Inc. failed to reimburse for necessary expenditures and losses incurred in
16 direct consequence of the discharge of their duties or of their obedience to directions of Vigilant Eye
17 Security, Inc. at any time during the period beginning four years prior to the date of the filing of this
18 action and through the date of trial.

19 e. Wage Statement Class: All current and former security guards whom Vigilant
20 Eye Security, Inc. paid an hourly rate for hours worked without deducting appropriate federal and
21 state taxes, and without providing a wage statement or an accurate wage statement at any time
22 during the period beginning four years prior to the date of the filing of this action and through the
23 date of trial.

24 f. Waiting Time Penalty Class: All former security guards whom Vigilant Eye
25 Security, Inc. failed to pay all wages due immediately at the time of discharge, layoff, or resignation
26 made with at least 72 hours' notice, or within 72 hours of resignation made without 72 hours' notice.
27
28

(References herein to “the Class” or “Class Members” is inclusive of the Meal Period Class, Rest Break Class, Unpaid Overtime Wages Class, Business Expense Class, Wage Statement Class, and Waiting Time Penalty Class.)

20. This Class Action meets the statutory prerequisites for the maintenance of a Class Action as set forth in Code of Civil Procedure section 382 in that:

a. Numerosity - The Class for whose benefit this action is brought is so numerous that joinder of all Class Members is impracticable and the disposition of their claims will benefit the parties and the court. Plaintiff is informed and believes and on that basis alleges that there are at least 100 Class Members and that Vigilant Eye Security, Inc. knows the names and addresses of the Class Members.

b. Commonality - There are questions of law and fact common to the Class that are answerable on a common basis, and these questions predominate over individual questions. The questions of law and fact common to the Class, include without limitation:

i. Whether Vigilant Eye Security, Inc. failed to provide security guards meal periods in violation of Labor Code sections 226.7, subdivision (b), and 512, Industrial Welfare Commission Wage Order Number 4, paragraph 11, and 8 California Code of Regulations section 11040, paragraph 11.

ii. Whether Vigilant Eye Security, Inc. failed to authorize and permit security guards to take rest breaks which, insofar as practicable, were in the middle of four hours of work or major fraction thereof, in violation of Labor Code sections 226.7, subdivision (b), Industrial Welfare Commission Wage Order Number 4, paragraph 12, and 8 California Code of Regulations section 11040, paragraph 12.

iii. Whether Vigilant Eye Security, Inc. failed to pay security guards overtime wages for employment in excess of eight hours in a day and/or in excess of forty hours in a week in violation of Labor Code sections 204, 510, 515, 1194, and 1198, Industrial Welfare Commission Wage Order Number 4, paragraph 3, and 8 California Code of Regulations section 11040, paragraph 3.

1 iv. Whether Vigilant Eye Security, Inc. failed to reimburse security
2 guards for necessary expenditures and losses incurred in violation of Labor Code section 2802.

3 v. Whether Vigilant Eye Security, Inc. paid security guards an hourly rate
4 for hours worked without deducting appropriate federal and state taxes, and without providing a
5 wage statement or an accurate wage statement in violation of Labor Code sections 226 and 226.3,
6 Industrial Welfare Commission Wage Order Number 4, paragraph 7, and 8 California Code of
7 Regulations section 11040, paragraph 7.

8 vi. Whether Vigilant Eye Security, Inc. failed to pay security guards all
9 wages due immediately at the time of discharge, layoff, or resignation made with at least 72 hours'
10 notice, or within 72 hours of resignation made without 72 hours' notice in violation of Labor Code
11 sections 201, 202, and 203.

12 vii. Whether Vigilant Eye Security, Inc. violated Business and Professions
13 Code section 17200 et seq. by violating Labor Code sections 201, 202, 203, 204, 226, 226.3, 226.7,
14 510, 512, 515, 1194, 1198, and 2802, Industrial Welfare Commission Wage Order Number 4,
15 paragraphs 3, 7, 12, and 12, and 8 California Code of Regulations section 11040, paragraphs 3, 7,
16 11, and 12.

17 c. Typicality - Plaintiff's claims are typical of the claims of the Class they seek
18 to represent. As set forth herein, Vigilant Eye Security, Inc.'s common course of conduct causes
19 Plaintiff and similarly situated security guards the same or similar injuries or damages. Plaintiff's
20 claims are thereby representative of and co-extensive with the claims of the Class.

21 d. Adequacy - Plaintiff will fairly and adequately represent the interests of all
22 members of the Class he seeks to represent. Plaintiff is a member of the Class he seeks to represent,
23 does not have any conflicts of interest with the putative Class, will prosecute the case vigorously on
24 behalf of the Class, and has already devoted time and resources to the initial investigation of these
25 claims. Plaintiff's attorneys are competent and experienced in litigation of employment actions,
26 including wage and hour class actions, and are versed in the rules governing class action, discovery,
27 certification, and settlement.

1 e. Superiority of Class Action - A class action is superior to other available
2 methods for the fair and efficient adjudication of this controversy. Because the damages suffered by
3 certain individual members of the Class may be relatively small, the expense and burden of
4 individual litigation make it impracticable for Class Members to pursue their claims separately.
5 Class action treatment will allow those similarly situated persons to litigate their claims in the
6 manner that is most efficient and economical for the parties and the judicial system. Class action
7 treatment will also avoid inconsistent outcomes because the same issues can be adjudicated in the
8 same manner for all members of the Class.

9 21. The Class Period is designated as the time from four years prior to the filing of this
10 complaint through the class period cutoff date.

11 Damages

12 22. As a direct, foreseeable, and proximate result of Vigilant Eye Security, Inc.'s
13 conduct, Plaintiff and similarly situated security guards are owed an additional hour of pay at the
14 regular rate of compensation for each workday in which a meal period violation occurred, an
15 additional hour of pay at the regular rate of compensation for each workday in which a rest break
16 violation occurred, overtime wages for overtime hours worked, costs for unreimbursed business
17 expenses, damages for failure to provide wages statements or accurate wage statements, waiting time
18 penalties, statutory penalties, statutory interest, and other penalties under California law. The
19 precise amount of these damages will be proved at trial.

20 **First Cause of Action** 21 **Failure to Provide Meal Periods** 22 **[Against Vigilant Eye Security, Inc., Shafi Nomair, Bashir Nomair, Abdul Nomair,** 23 **and DOES 1 through 20]**

24 23. Plaintiff, on behalf of himself and Class Members, incorporates the allegations
25 contained in paragraphs 1 through 22 as though fully set forth herein.

26 24. Vigilant Eye Security, Inc. failed to provide Plaintiff and Class Members 30 minute
27 uninterrupted meal periods before the start of the sixth hour of their shift and a second 30 minute
28 uninterrupted meal period before the start of the tenth hour of their shift on those occasions in which
they worked in excess of ten hours, in violation of Labor Code sections 226.7, subdivision (b), and

1 512, Industrial Welfare Commission Wage Order Number 4, paragraph 11, and 8 California Code of
2 Regulations section 11040, paragraph 11.

3 25. Labor Code section 226.7, subdivision (c), Industrial Welfare Commission Wage
4 Order Number 4, paragraph 11, and 8 California Code of Regulations section 11040, paragraph 11,
5 require an employer to pay an additional hour of pay at the regular rate of compensation for each
6 workday in which a meal period violation occurred.

7 26. Vigilant Eye Security, Inc. failed to pay Plaintiff and Class Members an additional
8 hour of pay at the regular rate of compensation for each workday in which a meal period violation
9 occurred.

10 27. Vigilant Eye Security, Inc.'s conduct violated Labor Code sections 226.7, subdivision
11 (b)-(c), and 512, Industrial Welfare Commission Wage Order Number 4, paragraph 11, and 8
12 California Code of Regulations section 11040, paragraph 11. As a result, Vigilant Eye Security, Inc.
13 is liable to Plaintiff and Class Members for an additional hour of pay at the regular rate of
14 compensation for each workday in which a meal period violation occurred, including interest
15 thereon, reasonable attorneys' fees, and costs of the action, pursuant to Labor Code section 226.7,
16 subdivision (c), Industrial Welfare Commission Wage Order Number 4, paragraph 11, and 8
17 California Code of Regulations section 11040, paragraph 11, and as otherwise provided by law.

18 28. Shafi Nomair, Bashir Nomair, and Abdul Nomair qualify as other persons acting on
19 behalf of an employer who violated or caused to be violated a Labor Code section (see Lab. Code,
20 §§ 558, subd. (a), 558.1, subd. (a)) and are liable as Vigilant Eye Security, Inc. for the failure to
21 provide meal periods.

22 **Second Cause of Action**
23 **Failure to Authorize and Permit Rest Breaks**
24 **[Against Vigilant Eye Security, Inc., Shafi Nomair, Bashir Nomair, Abdul Nomair,**
25 **and DOES 1 through 20]**

26 29. Plaintiff, on behalf of himself and Class Members, incorporates the allegations
27 contained in paragraphs 1 through 22 as though fully set forth herein.

28 30. Vigilant Eye Security, Inc. failed to authorize and permit Plaintiff and Class Members
to take rest breaks which, insofar as practicable, were in the middle of four hours of work or major

1 fraction thereof, in violation of Labor Code sections 226.7, subdivision (b), Industrial Welfare
2 Commission Wage Order Number 4, paragraph 12, and 8 California Code of Regulations section
3 11040, paragraph 12.

4 31. Labor Code section 226.7, subdivision (c), 8 California Code of Regulations section
5 11040, paragraph 12, and Industrial Welfare Commission Wage Order Number 4, paragraph 12,
6 require an employer to pay an additional hour of pay at the regular rate of compensation for each
7 workday in which a rest break violation occurred.

8 32. Vigilant Eye Security, Inc. failed to pay Plaintiff and Class Members an additional
9 hour of pay at the regular rate of compensation for each workday in which a rest break violation
10 occurred.

11 33. Vigilant Eye Security, Inc.'s conduct violated Labor Code section 226.7, 8 California
12 Code of Regulations section 11040, paragraph 12, and Industrial Welfare Commission Wage Order
13 Number 4, paragraph 12. As a result, Vigilant Eye Security, Inc. is liable to Plaintiff and Class
14 Members for an additional hour of pay at the regular rate of compensation for each workday in
15 which a rest break violation occurred, including interest thereon, reasonable attorneys' fees, and
16 costs of the action, pursuant to Labor Code section 226.7, 8 California Code of Regulations section
17 11040, paragraph 12, and Industrial Welfare Commission Wage Order Number 4, paragraph 12, and
18 as otherwise provided by law.

19 34. Shafi Nomair, Bashir Nomair, and Abdul Nomair qualify as other persons acting on
20 behalf of an employer who violated or caused to be violated a Labor Code section (see Lab. Code,
21 §§ 558, subd. (a), 558.1, subd. (a)) and are liable as Vigilant Eye Security, Inc. for the failure to
22 authorize and permit rest breaks.

23 **Third Cause of Action**
24 **Failure to Pay Overtime Wages**
25 **[Against Vigilant Eye Security, Inc., Shafi Nomair, Bashir Nomair, Abdul Nomair,**
26 **and DOES 1 through 20]**

27 35. Plaintiff, on behalf of himself and Class Members, incorporates the allegations
28 contained in paragraphs 1 through 22 as though fully set forth herein.

36. Plaintiff and Class Members regularly worked in excess of eight hours in a workday and in excess of forty hours in a workweek without overtime compensation.

37. Vigilant Eye Security, Inc. allowed, suffered, and permitted Plaintiff and Class Members to perform work in excess of the statutory maximum hours per day and in excess of the statutory maximum hours per week, for which Plaintiff and Class Members were not paid at the overtime rate. As a result, Plaintiff and Class Members are entitled to unpaid overtime wages, including interest thereon, reasonable attorneys' fees, and costs of the action, pursuant to Labor Code section 204, 510, 515, 1194, and 1198, 8 California Code of Regulations section 11040, paragraph 3, and Industrial Welfare Commission Wage Order Number 4, paragraph 3, and as otherwise provided by law.

38. Shafi Nomair, Bashir Nomair, and Abdul Nomair qualify as other persons acting on behalf of an employer who violated or caused to be violated a Labor Code section (see Lab. Code, §§ 558, subd. (a), 558.1, subd. (a)) and are liable as Vigilant Eye Security, Inc. for the failure to pay overtime wages.

Fourth Cause of Action
Failure to Reimburse Business Expenses
[Against Vigilant Eye Security, Inc., Shafi Nomair, Bashir Nomair, Abdul Nomair,
and DOES 1 through 20]

39. Plaintiff, on behalf of himself and Class Members, incorporates the allegations contained in paragraphs 1 through 22 as though fully set forth herein.

40. Plaintiff and Class Members were required to incur necessary expenditures and losses in consequence of the discharge of their duties or of their obedience to directions of Vigilant Eye Security, Inc.

41. Vigilant Eye Security, Inc. violated Labor Code section 2802 by failing to pay and indemnify Plaintiff and Class Members for necessary expenditures and losses incurred in direct consequence of the discharge of their duties or of their obedience to directions of Vigilant Eye Security, Inc.

42. As a result, Plaintiff and Class Members were damaged at least in the amounts of the expenses they paid.

43. Plaintiff and Class Members are entitled to reasonable attorneys' fees, expenses, and costs of suit pursuant to Labor Code section 2802, subdivision (c), and interest pursuant to Labor Code section 2802, subdivision (b).

44. Shafi Nomair, Bashir Nomair, and Abdul Nomair qualify as other persons acting on behalf of an employer who violated or caused to be violated a Labor Code section (see Lab. Code, §§ 558, subd. (a), 558.1, subd. (a)) and are liable as Vigilant Eye Security, Inc. for the failure to reimburse business expenses.

Fifth Cause of Action
Failure to Provide Wage Statements
[Against Vigilant Eye Security, Inc., Shafi Nomair, Bashir Nomair, Abdul Nomair,
and DOES 1 through 20]

45. Plaintiff, on behalf of himself and Class Members, incorporates the allegations contained in paragraphs 1 through 22 as though fully set forth herein.

46. Labor Code section 226, subdivision (a), 8 California Code of Regulations section 11040, paragraph 7, and Industrial Welfare Commission Wage Order Number 4, paragraph 7, require employers, at the time of each payment of wages, to furnish each employee with an accurate itemized wage statement. Labor Code section 226, subdivision (e), provides that if an employer knowingly and intentionally fails to provide an accurate itemized wage statement, then the employee is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial violation and one hundred dollars (\$100) for each subsequent violation, up to four thousand dollars (\$4000), and an award of reasonable attorneys' fees and costs of the action. Labor Code section 226.3 provides that any employer who fails to provide the employee a wage statement or fails to keep records required in Labor Code section 226, subdivision (a), shall be subject to a civil penalty in the amount of \$250 per employee per violation and \$1,000 per employee for subsequent violation.

47. Vigilant Eye Security, Inc. knowingly and intentionally failed to furnish Plaintiff and Class Members with wage statements or timely, itemized accurate wage statements as required by Labor Code section 226, subdivision (a), 8 California Code of Regulations section 11040, paragraph 7, and Industrial Welfare Commission Wage Order Number 4, paragraph 7. As a result, Vigilant Eye Security, Inc. is liable to Plaintiff and Class Members for the amounts provided by Labor Code

1 sections 226, subdivision (e), and 226.3, and an award of reasonable attorneys' fees and costs of the
2 action, pursuant to Labor Code section 226, subdivision (e), and as otherwise provided by law.

3 48. Shafi Nomair, Bashir Nomair, and Abdul Nomair qualify as other persons acting on
4 behalf of an employer who violated or caused to be violated a Labor Code section (see Lab. Code,
5 §§ 558, subd. (a), 558.1, subd. (a)) and are liable as Vigilant Eye Security, Inc. for the failure to
6 wage statements.

7 **Sixth Cause of Action**
8 **Failure to Pay All Wages Due upon Separation**
9 **[Against Vigilant Eye Security, Inc., Shafi Nomair, Bashir Nomair, Abdul Nomair,**
10 **and DOES 1 through 20]**

11 49. Plaintiff, on behalf of himself and Class Members, incorporates the allegations
12 contained in paragraphs 1 through 22 as though fully set forth herein.

13 50. Labor Code sections 201 and 202 require employers to pay all wages due
14 immediately at the time of discharge, layoff, or resignation made with at least 72 hours' notice, or
15 within 72 hours of resignation made without 72 hours' notice.

16 51. Labor Code section 203 provides that if an employer willfully fails to pay
17 compensation promptly upon separation, as required by Labor Code sections 201 and 202, the
18 employer is liable for waiting time penalties in the form of one day of wages for up to 30 days.

19 52. Vigilant Eye Security, Inc. failed to pay Plaintiff and Class Members all wages due
20 within the time frame specified in Labor Code sections 201 and 202.

21 53. Pursuant to Labor Code section 203, Plaintiff and Class Members are entitled to
22 waiting time penalties of up to 30 days' wages, in a sum according to proof, and interest thereon,
23 reasonable attorneys' fees, and costs of the action, as provided by law.

24 54. Shafi Nomair, Bashir Nomair, and Abdul Nomair qualify as other persons acting on
25 behalf of an employer who violated or caused to be violated a Labor Code section (see Lab. Code,
26 §§ 558, subd. (a), 558.1, subd. (a)) and are liable as Vigilant Eye Security, Inc. for the failure to pay
27 all wages due upon separation.

28 **Seventh Cause of Action**
Violation of Unfair Competition Law
[Against Vigilant Eye Security, Inc., Shafi Nomair, Bashir Nomair, Abdul Nomair,
and DOES 1 through 20]

1 55. Plaintiff, on behalf of himself and Class Members, incorporates the allegations
2 contained in paragraphs 1 through 54 as though fully set forth herein.
3

4 56. Business and Professions Code section 17200 et seq. prohibits businesses from
5 engaging in unlawful, unfair, or fraudulent acts or practices. Vigilant Eye Security, Inc.'s failure to
6 provide meal periods and failure to pay an additional hour of pay at the regular rate of compensation
7 for each workday in which a meal period violation occurred, failure to authorize and permit rest
8 breaks and failure to pay an additional hour of pay at the regular rate of compensation for each
9 workday in which a rest break violation occurred, failure to pay overtime wages, failure to reimburse
10 business expenses, failure to provide wage statements or accurate wage statements, and failure to
11 pay all wages upon separation constitute business acts and practices that are unlawful, unfair, and/or
12 fraudulent, in violation of Labor Code sections 201, 202, 203, 204, 226, 226.3, 226.7, 510, 512, 515,
13 1194, 1198, and 2802, Industrial Welfare Commission Wage Order Number 4, paragraphs 3, 7, 12,
14 and 12, and 8 California Code of Regulations section 11040, paragraphs 3, 7, 11, and 12.

15 57. Plaintiff and Class Members have suffered injury in fact and lost money or property
16 as a result of these unlawful, unfair, and/or fraudulent business acts and practices, within the
17 meaning of Business and Professions Code section 17204.

18 58. Plaintiff and Class Members are entitled to an injunction pursuant to Business and
19 Professions Code section 17203, ordering Vigilant Eye Security, Inc. to cease and desist their
20 unlawful practices. Plaintiff and Class Members are entitled to an order of restitution requiring
21 Vigilant Eye Security, Inc. to restore to Plaintiff and Class Members the money which Vigilant Eye
22 Security, Inc. has acquired by means of its unlawful, unfair, and/or fraudulent business acts and
23 practices, including an additional hour of pay at the regular rate of compensation for each workday
24 in which a meal period violation occurred, an additional hour of pay at the regular rate of
25 compensation for each workday in which a rest break violation occurred, overtime wages, business
26 expenses, damages for inaccurate wage statements, and wages due upon separation and waiting time
27 penalties, unlawfully withheld from Plaintiff and Class Members.
28

1 59. Shafi Nomair, Bashir Nomair, and Abdul Nomair qualify as other persons acting on
2 behalf of an employer who violated or caused to be violated a Labor Code section (see Lab. Code,
3 §§ 558, subd. (a), 558.1, subd. (a)) and are liable as Vigilant Eye Security, Inc. for violation of the
4 Business and Professions Code.

5 WHEREFORE, Plaintiff, on behalf of himself and the Class Members, requests a jury trial
6 on issues triable by a jury and pray for relief as follows:

7 1. For an order certifying that this action may be maintained as a class action against
8 Vigilant Eye Security, Inc., Shafi Nomair, Bashir Nomair, and Adbul Nomair which also appoints
9 Plaintiff and his representative counsel to represent the Class Members and directs that notice be
10 given to the Class Members;

11 2. For an additional hour of pay at the regular rate of compensation for each workday in
12 which a meal period violation occurred pursuant to Labor Code section 226.7, subdivision (c),
13 Industrial Welfare Commission Wage Order Number 4, paragraph 11, and 8 California Code of
14 Regulations section 11040, paragraph 11;

15 3. For an additional hour of pay at the regular rate of compensation for each workday in
16 which a rest break violation occurred pursuant to Labor Code section 226.7, subdivision (c),
17 Industrial Welfare Commission Wage Order Number 4, paragraph 12, and 8 California Code of
18 Regulations section 11040, paragraph 12;

19 4. For all unpaid overtime wages pursuant to Labor Code section 204, 510, 515, 1194,
20 and 1198, 8 California Code of Regulations section 11040, paragraph 3, and Industrial Welfare
21 Commission Wage Order Number 4, paragraph 3;

22 5. For unreimbursed necessary expenditures and losses pursuant to Labor Code section
23 2802;

24 6. For actual damages or statutory penalties for failure to provide wage statements or
25 accurate wage statements pursuant to Labor Code sections 226 and 226.3, 8 California Code of
26 Regulations section 11040, paragraph 7, and Industrial Welfare Commission Wage Order Number 4,
27 paragraph 7;
28

7. For waiting time penalties of up to 30 days' wages pursuant to Labor Code sections 201, 202, and 203;

8. For restitution and disgorgement to the extent permitted by law as authorized by Business and Professions Code sections 17200 et seq.;

9. For an injunction pursuant to Business and Professions Code section 17203, ordering Defendants to cease and desist their unlawful practices;

10. For all other statutory penalties under applicable law;

11. Pre-judgment and post-judgment interest as provided by law;

12. For attorneys' fees and costs of suit pursuant to Labor Code sections 226, 218.5, and 1194, Code of Civil Procedure section 1021.5, and as otherwise provided by law; and

13. Such other and further relief that the court may deem just and proper.

Dated: July 22, 2025

The Co Law Firm

/s/ Patrick Co

Patrick R. Co
Attorney for Plaintiff Rony Banaria, on behalf
of himself and on behalf of all persons similarly
situated

Dated: July 22, 2025

Law Office of G. Martin Velez

/s/ Martin Velez

G. Martin Velez
Attorney for Plaintiff Rony Banaria, on behalf
of himself and on behalf of all persons similarly
situated

Demand For Jury Trial

Plaintiff hereby demands a jury trial on issues triable to a jury.

Dated: July 22, 2025

The Co Law Firm

/s/ Patrick Co

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Patrick R. Co
Attorney for Plaintiff Rony Banaria, on behalf
of himself and on behalf of all persons similarly
situated

Dated: July 22, 2025

Law Office of G. Martin Velez

/s/ Martin Velez
G. Martin Velez
Attorney for Plaintiff Rony Banaria, on behalf
of himself and on behalf of all persons similarly
situated