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7 Attorney for Plaintiff ROBERT MANDEL,
8 individually, and on behalf of all others
9 similarly situated and aggrieved

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

12 ROBERT MANDEL, individually and on behalf
13 of all others similarly situated and aggrieved,

14 Plaintiff,

15 vs.

16 S&L SECURITY, INC., a California corporation;
17 and DOES 1 through 50, inclusive,

18 Defendants.

Case No. 25STCV23565

*[Assigned for all purposes to Hon. William F.
Highberger, Dept. 10]*

19 **FIRST AMENDED CLASS AND PAGA**
20 **REPRESENTATIVE ACTION COMPLAINT:**

- 21 (1) Failure to Reimburse Business Expenses
(Labor Code § 2802);
- 22 (2) Unpaid Minimum Wages (Labor Code §§
23 1194, 1197);
- 24 (3) Unpaid Overtime (Labor Code §§ 510, *et*
25 *seq.*);
- 26 (4) Failure to Provide Meal Periods (Labor
27 Code §§ 226.7, 512);
- 28 (5) Failure to Provide Accurate Wage
Statements (Labor Code § 226);
- (6) Failure to Pay All Wages Due Upon
Separation (Labor Code § 203);
- (7) Unfair Competition (Bus. & Prof. Code §
17200, *et seq.*);
- (8) Penalties Under Private Attorneys
General Act (PAGA, Labor Code §§
2698, *et seq.*).

DEMAND OVER \$35,000

1 Plaintiff Robert Mandel (“Plaintiff”) hereby submits this First Amended Class and PAGA
2 Representative Action Complaint against S&L Security, Inc., a California corporation, (the
3 “Company”), and Does 1-50 (collectively, “Defendants”), on behalf of himself and all other similarly
4 situated current and former non-exempt employees who worked for Defendants in the State of
5 California. Plaintiff brings this action against Defendants for failure to reimburse necessary business
6 expenses, failure to pay minimum wages and overtime for all hours worked, failure to provide compliant
7 meal periods, failure to provide accurate wage statements, failure to timely pay wages upon separation
8 of employment, penalties under the California Labor Code, and restitution, as follows:

9 **INTRODUCTION**

10 1. This is a class and representative action arising from Defendants’ systemic violations of
11 California law, including Labor Code sections 201-203, 226, 226.7, 510, 512, 1194, 1197, and 2802,
12 the applicable Wage Orders of the Industrial Welfare Commission (the “IWC”), and the California
13 Labor Code Private Attorneys General Act of 2004 (“PAGA”).

14 2. Plaintiff seeks to hold Defendants accountable for uniform, company-wide policies and
15 practices that deprived employees of wages, expense reimbursements, accurate wage statements, and
16 timely payment of all wages due at separation.

17 3. Plaintiff is informed and believes, and based thereon alleges, that Defendants acted
18 intentionally and in conscious disregard of their employees’ rights by adopting unlawful policies and
19 practices, including but not limited to:

- 20 a. Requiring employees to use their personal cell phones for mandatory work-related
21 applications and communications without reimbursement in violation of Labor Code
22 section 2802;
- 23 b. Implementing a timekeeping system that undercounted compensable time worked,
24 including by rounding time and automatically deducting 30 minutes for meal periods
25 regardless of whether employees were provided a compliant meal period, resulting in
26 unpaid minimum and overtime wages;
- 27 c. Failing to maintain accurate records of meal periods by automatically deducting 30
28 minutes from employees’ time records regardless of whether compliant meal periods

1 were actually provided—thereby concealing systemic noncompliance;

2 d. Issuing inaccurate or incomplete wage statements, and in some cases no wage
3 statements at all, in violation of Labor Code section 226; and

4 e. Failing to timely pay employees all wages owed at the time of separation, in violation
5 of Labor Code sections 201–203.

6 4. These unlawful practices were uniformly applied to Plaintiff and similarly situated non-
7 exempt employees, making this case well-suited for class treatment.

8 **JURISDICTION AND VENUE**

9 5. The wages, civil penalties, monetary damages, and restitution sought by Plaintiff exceed
10 the minimal jurisdictional limits of the California Superior Court. This Court has jurisdiction over this
11 action pursuant to article VI, section 10 of the California Constitution because the claims arise solely
12 under California law.

13 6. Venue is proper in this Court because Defendants are California corporations that conduct
14 business in this County, including in Whittier, California, and a substantial portion of the violations
15 alleged herein occurred in this County.

16 **THE PARTIES**

17 7. At all times mentioned herein, Plaintiff was and is an individual residing in the State of
18 California.

19 8. In or around May and June 2025, Plaintiff performed work for Defendants as a security
20 guard within the state of California, including in Los Angeles County.

21 9. Plaintiff is informed and believes and based thereon alleges that Defendant S&L Security,
22 Inc. is a corporation which conducts business throughout California.

23 10. Plaintiff is informed and believes and based thereon alleges that at all times herein
24 mentioned, Defendants S&L Security, Inc. and DOES 1 through 50 are and were business entities,
25 individuals, and partnerships, licensed to do business and actually doing business in the State of
26 California.

27 11. As such, and based upon all the facts and circumstances incident to Defendants' business
28 in California, Defendants are subject to Labor Code sections 201-203, 226, 226.7, 510, 512, 1194, 1197,

1 and 2802, the applicable Wage Orders, and the PAGA.

2 12. Plaintiff does not know the true names or capacities, whether individual, partner or
3 corporate, of the Defendants sued herein as DOES 1 through 50, inclusive, and for that reason, said
4 Defendants are sued under such fictitious names, and Plaintiff prays for leave to amend this complaint
5 when the true names and capacities are known. Plaintiff is informed and believes and based thereon
6 alleges that each of said fictitious Defendants was responsible in some way for the matters alleged
7 herein and proximately caused Plaintiff and Class members to be subject to the illegal employment
8 practices, wrongs and injuries complained of herein.

9 13. At all times herein mentioned, each of said Defendants participated in the doing of the
10 acts hereinafter alleged to have been done by the named Defendants; and furthermore, the Defendants,
11 and each of them, were the agents, servants, and employees of each of the other Defendants, as well as
12 the agents of all Defendants, and at all times herein mentioned, were acting within the course and scope
13 of said agency and employment.

14 14. Plaintiff is informed and believes and based thereon alleges that at all times material
15 hereto, each of the Defendants named herein was the agent, employee, alter ego and/or joint venturer
16 of, or working in concert with each of the other co-Defendants and was acting within the course and
17 scope of such agency, employment, joint venture, or concerted activity. To the extent said acts, conduct,
18 and omissions were perpetrated by certain Defendants, each of the remaining Defendants confirmed
19 and ratified said acts, conduct, and omissions of the acting Defendants.

20 15. At all times herein mentioned, Defendants, and each of them, were members of, and
21 engaged in, a joint venture, partnership, and common enterprise, and acting within the course and scope
22 of, and in pursuance of, said joint venture, partnership, and common enterprise.

23 16. At all times herein mentioned, the acts and omissions of various Defendants, and each of
24 them, concurred and contributed to the various acts and omissions of each and all of the other
25 Defendants in proximately causing the injuries and damages as herein alleged. At all times herein
26 mentioned, Defendants, and each of them, ratified each and every act or omission complained of herein.
27 At all times herein mentioned, the Defendants, and each of them, aided and abetted the acts and
28 omissions of each and all of the other Defendants in proximately causing the damages as herein alleged.

17. Plaintiff is informed and believes, and based thereon alleges, that each of said Defendants is, in some manner, intentionally, negligently, or otherwise responsible for the acts, omissions, occurrences, and transactions alleged herein.

CLASS ACTION ALLEGATIONS

18. *Proposed Class Definitions:* Plaintiff, on behalf of all others similarly situated, seeks certification pursuant to California Code of Civil Procedure section 382 of the following class and subclass:

- a. *Class*: All current and former employees who worked for Defendants in California and were paid wages at any time beginning four years prior to the filing of this action through the date of class certification (the “Class”); and
- b. *Wage Statement Subclass*: All current and former employees who worked for Defendants in California and were paid wages at any time beginning one year prior to the filing of this action through the date of class certification (the “Wage Statement Subclass”).

Plaintiff reserves the right to establish additional subclasses or to amend the class definitions as may be appropriate and as the Court deems proper.

19. *Numerosity and Ascertainability*: The members of the aforementioned class and subclass (collectively referred to herein as the “Class” unless otherwise noted) are so numerous that joinder of all members would be impractical. Plaintiff alleges that Defendants’ employment records, including payroll records, will provide information as to the identity, number, and location of the Class members, and thus, the Class is readily ascertainable by review of Defendants’ records.

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

- a. Whether Defendants' policy and practice of rounding employees' time worked violates Labor Code sections 510, 1194, and 1197 by failing to pay minimum and overtime wages for all hours worked;
- b. Whether Defendants' rounding practices resulted in the failure to provide Plaintiff

1 and other Class members with accurate, itemized wage statements in violation of
2 Labor Code section 226;

- 3 c. Whether Defendants' policy and practice of failing to reimburse employees for work-
4 related cell phone costs violates Labor Code section 2802;
- 5 d. Whether Defendants' uniform policy of automatically deducting 30 minutes from
6 employees' recorded time for meal periods, without verifying that compliant meal
7 periods were provided, violates Labor Code sections 226.7 and 512 and the
8 applicable Wage Orders;
- 9 e. Whether Defendants' rounding practices resulted in the failure to timely pay all
10 wages due to Plaintiff and other Class members upon separation of employment in
11 violation of Labor Code sections 201–203;
- 12 f. Whether Defendants maintained a uniform practice of failing to provide Plaintiff and
13 other Class members with a final, itemized wage statement upon separation of
14 employment in violation of Labor Code section 226;
- 15 g. Whether Defendants' violations of Labor Code sections 201–203 and 226 were
16 willful or knowing;
- 17 h. Whether Defendants' violations of the Labor Code constitute unlawful or unfair
18 business practices in violation of California Business & Professions Code section
19 17200, *et seq.*;
- 20 i. The appropriate amount of damages, restitution, and/or statutory penalties resulting
21 from Defendants' violations of California law; and
- 22 j. Whether Plaintiff and other Class members are entitled to an award of attorneys' fees
23 and costs pursuant to Labor Code sections 218.5, 226, and Code of Civil Procedure
24 section 1021.5.

25 21. Typicality: Plaintiff's claims are typical of the claims of all other Class members, as
26 Plaintiff has suffered the same types of harm alleged in this Complaint in a similar manner as the other
27 Class members. In particular:

- 28 a. Plaintiff, like all other Class members, worked for Defendants in California and was

1 paid wages during the period beginning four years prior to the filing of this action
2 through the date of certification;

3 b. Plaintiff, like all other Class members, was not reimbursed for necessary business
4 expenses incurred in the performance of his duties;

5 c. Plaintiff, like all other Class members, was not paid minimum and overtime wages
6 for all hours worked as a result of Defendants' common practice of rounding
7 employee time worked to the detriment of employees;

8 d. Plaintiff, like all other Class members, received inaccurate wage statements from
9 Defendants that failed to accurately account for actual hours worked;

10 e. Plaintiff, like all other Class members, was subject to Defendants' uniform policy of
11 automatically deducting 30 minutes from recorded time for meal periods, regardless
12 of whether compliant meal periods were provided;

13 f. Plaintiff, like other former employees, received no final wage statement upon
14 separation of employment; and

15 g. Plaintiff, like other former employees, is entitled to waiting time penalties because
16 Defendants failed to timely pay all wages due upon separation.

17 Because Plaintiff's claims arise from the same course of conduct and are based on the same legal
18 theories as those of the Class, Plaintiff will fairly and adequately protect the interests of the other Class
19 members with whom Plaintiff has a well-defined community of interest.

20 22. Adequacy of Representation: Plaintiff will fairly and adequately represent and protect the
21 interests of the Class. Plaintiff has no interests that are antagonistic to or in conflict with those of the
22 other Class members and is committed to prosecuting this action vigorously on behalf of the Class.
23 Plaintiff has retained counsel who is experienced, competent, and well-versed in wage and hour class
24 action litigation.

25 23. Public Policy Considerations: Certification of this lawsuit as a class action will advance
26 important public policy objectives underlying California's labor and employment laws. These laws are
27 broadly remedial in nature and are designed to establish minimum working conditions and protect
28 employees from exploitation by employers who may wield superior economic and bargaining power.

1 Class actions serve this public interest by enabling the enforcement of these protections on a collective
2 basis and by affording anonymity to current employees who might otherwise be deterred from asserting
3 their rights out of fear of direct or indirect retaliation.

4 24. Superiority: A class action is superior to other available methods for the fair and efficient
5 adjudication of this controversy. If each employee were required to file an individual lawsuit,
6 Defendants would necessarily gain an unconscionable advantage by exploiting their vastly superior
7 financial and legal resources. Requiring each Class member to pursue an individual remedy would also
8 discourage the assertion of valid claims by employees who would reasonably fear retaliation or harm to
9 their future employment prospects.

10 25. The prosecution of separate actions by individual Class members would create a
11 substantial risk of (a) inconsistent or varying adjudications with respect to individual Class members
12 against Defendants, which would establish incompatible standards of conduct for Defendants, and/or
13 (b) adjudications with respect to individual Class members that, as a practical matter, would be
14 dispositive of the interests of other Class members not parties to such adjudications, or would
15 substantially impair or impede their ability to protect their interests. Furthermore, the claims of the
16 individual members of the Class are not sufficiently large to warrant vigorous individual prosecution
17 considering the costs and burdens of litigation.

18 26. Such a pattern, practice, and uniform administration of unlawful policies described herein
19 is unlawful and creates an entitlement to recovery by Plaintiff and the Class of a common fund,
20 including interest thereon, applicable penalties, reasonable attorneys' fees, and costs of suit according
21 to the mandate of California Labor Code sections 201-203, 218.5, 218.6, 226, 226.7, 1194, 1197, 2802
22 and Code of Civil Procedure section 1021.5.

23 27. Proof of a common business practice or factual pattern, which the named Plaintiff
24 experienced and which is representative of the Class, will establish the right of each Class member to
25 recovery on the causes of action alleged herein.

1 **FIRST CAUSE OF ACTION**

2 **Failure to Reimburse Necessary Business Expenses**

3 **[Violation of Labor Code § 2802]**

4 **(By Plaintiff and the Class Against All Defendants)**

5 28. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though fully
6 set forth herein.

7 29. California Labor Code section 2802(a) requires an employer to indemnify an employee
8 for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge
9 of his or her duties, or of his or her obedience to the directions of the employer.

10 30. Defendants required Plaintiff and the Class to use their personal cell phones for mandatory
11 work-related applications and communications, causing them to incur necessary and reasonable
12 business expenses.

13 31. Defendants failed to reimburse Plaintiff and the Class for these expenses, in violation of
14 Labor Code section 2802.

15 32. As a direct and proximate result of Defendants' unlawful conduct and omissions, Plaintiff
16 and the Class have been damaged in an amount according to proof at trial. Pursuant to Labor Code
17 section 2802, Plaintiff and the Class are entitled to reimbursement of all unreimbursed business
18 expenses, plus interest under section 2802(b). Plaintiff and the Class also seek attorneys' fees and costs
19 under section 2802(c), and all other available statutory and equitable remedies.

20 **SECOND CAUSE OF ACTION**

21 **Failure to Pay Minimum Wages**

22 **[Violation of Labor Code §§ 1194, 1197]**

23 **(By Plaintiff and the Class Against All Defendants)**

24 33. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though fully
25 set forth herein.

26 34. Labor Code sections 1194, and 1197 require employers to pay employees no less than the
27 applicable minimum wage for all hours worked.
28

35. During the relevant time period, Defendants failed to pay Plaintiff and the Class at least the applicable minimum wage for all hours worked. Defendants' unlawful conduct included, but was not limited to, implementing a timekeeping system that rounded employee hours in a manner that resulted in underpayment of wages, and other practices that resulted in unpaid compensable time.

36. As a direct and proximate result of Defendants' violations of the Labor Code, Plaintiff and the Class are entitled to recover unpaid minimum wages, liquidated damages pursuant to Labor Code section 1194.2, interest thereon, reasonable attorneys' fees and costs pursuant to Labor Code section 1194, and any other available statutory and equitable relief.

THIRD CAUSE OF ACTION

Unpaid Overtime Wages

[Violation of Labor Code §§ 510 and 1194]

(By Plaintiff and the Class Against All Defendants)

37. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though fully set forth herein.

38. Labor Code sections 510 and 1194 require employers to pay employees overtime compensation of no less than one and one-half times their regular rate of pay for all hours worked over eight (8) in a workday or forty (40) in a workweek, and double the regular rate of pay for all hours worked over twelve (12) in a workday or over eight (8) hours on the seventh consecutive day of work in a workweek.

39. During the relevant time period, Defendants failed to pay Plaintiff and the Class all overtime wages earned. Defendants' unlawful conduct included, but was not limited to, implementing a timekeeping system that rounded employee hours to the overall detriment of employees, resulting in unpaid overtime hours worked.

40. As a direct and proximate result of Defendants' violations of the Labor Code, Plaintiff and the Class are entitled to recover unpaid overtime wages, interest thereon, reasonable attorneys' fees and costs pursuant to Labor Code section 1194, and any other available statutory and equitable relief.

1 **FOURTH CAUSE OF ACTION**

2 **Failure to Provide Meal Periods**

3 **[Violation of Labor Code §§ 226.7, 512, and IWC Wage Orders]**

4 **(By Plaintiff and the Class Against All Defendants)**

5 41. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though fully
6 set forth herein.

7 42. Labor Code sections 226.7 and 512 and the applicable Wage Orders require employers to
8 provide employees with uninterrupted, duty-free meal periods of at least 30 minutes for every work
9 period of five hours or more, and to pay an additional hour of premium pay for each workday in which
10 a compliant meal period is not provided.

11 43. During the relevant time period, Defendants maintained and implemented a uniform
12 policy and practice of rounding and/or automatically deducting 30 minutes from employees' time
13 records for meal periods regardless of whether a compliant, duty-free meal period was actually
14 provided.

15 44. As a result of this uniform policy, Defendants failed to maintain accurate records showing
16 whether Plaintiff and the Class were provided with compliant 30-minute meal periods, thereby
17 concealing systemic noncompliance. Under *Donohue v. AMN Services, LLC* (2021) 11 Cal.5th 58,
18 Defendants' use of rounding and/or automatic deductions, without maintaining accurate meal period
19 records, gives rise to a rebuttable presumption that compliant meal periods were not provided.

20 45. As a direct and proximate result of Defendants' unlawful meal period policy and
21 recordkeeping practices, Plaintiff and the Class were denied legally compliant meal periods or premium
22 wages in lieu thereof.

23 46. Pursuant to Labor Code sections 226.7 and 512 and the applicable Wage Orders, Plaintiff
24 and the Class are entitled to unpaid premium wages, statutory penalties, interest, attorneys' fees, costs,
25 and all other available remedies.
26
27
28

FIFTH CAUSE OF ACTION

Failure to Provide Accurate, Itemized Wage Statements

[Violation of Labor Code § 226]

(By Plaintiff and the Wage Statement Subclass Against All Defendants)

47. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though fully set forth herein.

48. Labor Code section 226 requires employers to furnish employees with accurate, itemized wage statements that include, among other things, the total hours worked, applicable rates of pay, gross wages earned, net wages earned, and all deductions.

49. During the relevant time period, Defendants failed to provide Plaintiff and the Wage Statement Subclass with accurate, itemized wage statements. Instead, Defendants issued wage statements that, among other deficiencies, failed to accurately state the total hours worked and reflected wages that were unlawfully underpaid due to Defendants' rounding practices and meal period auto-deductions, in violation of Labor Code section 226(a).

50. As a result of these violations, Plaintiff and the Wage Statement Subclass suffered injury because they could not promptly and easily determine from the wage statements alone whether they were paid correctly for all hours worked, as contemplated by Labor Code section 226(e)(2)(B).

51. On some occasions during the relevant time period, Plaintiff and the Wage Statement Subclass were not provided with any wage statements at all, in direct violation of Labor Code section 226(a), and are deemed to have suffered injury pursuant to section 226(e)(2)(A).

52. As a direct and proximate result of Defendants' failure to comply with Labor Code section 226, Plaintiff and the Wage Statement Subclass suffered injury, including but not limited to confusion and difficulty determining whether they were paid correctly for all hours worked.

53. Pursuant to Labor Code section 226(e), Plaintiff and the Wage Statement Subclass are entitled to recover statutory penalties, actual damages, and reasonable attorneys' fees and costs. Plaintiff and the Wage Statement Subclass also seek injunctive relief requiring Defendants to provide compliant wage statements, as well as any other available statutory and equitable remedies.

1 **SIXTH CAUSE OF ACTION**

2 **Failure to Pay All Wages Due Upon Separation**

3 **[Violation of Labor Code §§ 201, 202, 203]**

4 **(By Plaintiff And the Class Against All Defendants)**

5 54. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though fully
6 set forth herein.

7 55. Labor Code sections 201 and 202 require employers to pay all earned and unpaid wages
8 immediately upon an employee's discharge or within seventy-two (72) hours of an employee's
9 resignation, unless the employee has given at least seventy-two (72) hours' notice, in which case all
10 wages are due at the time of separation.

11 56. Labor Code section 203 provides that if an employer willfully fails to pay any wages owed
12 in accordance with sections 201 and 202, the employer is liable for waiting time penalties in the form
13 of continued compensation to the employee at the same rate for up to thirty (30) workdays.

14 57. During the relevant time period, Defendants willfully failed to pay Plaintiff and the Class
15 all earned wages and other compensation due upon separation of employment. Defendants' unlawful
16 conduct included, but was not limited to, knowingly implementing and maintaining timekeeping and
17 payroll practices—such as rounding and/or automatic deductions for meal periods—that systematically
18 underpaid employees, and failing to pay earned minimum and overtime wages and premium wages for
19 noncompliant meal periods that remained unpaid at the time of separation.

20 58. As a direct and proximate result of Defendants' violations of Labor Code sections 201
21 and 202, Plaintiff and the Class are entitled to recover all unpaid wages, plus waiting time penalties
22 pursuant to Labor Code section 203, together with interest thereon, reasonable attorneys' fees and costs
23 as permitted by law, and any other available statutory and equitable relief.

1 **SEVENTH CAUSE OF ACTION**

2 **Unfair and Unlawful Business Practices**

3 **[Violations of the UCL, Business & Professions Code §§ 17200, *et seq.*]**

4 **(By Plaintiff and the Class Against All Defendants)**

5 59. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though fully
6 set forth herein.

7 60. California Business & Professions Code section 17200, *et seq.* (the “UCL”) prohibits any
8 unlawful, unfair, or fraudulent business act or practice.

9 61. During the relevant time period, Defendants engaged in unlawful business acts and
10 practices in violation of the UCL, including but not limited to:

- 11 a. Failing to reimburse necessary business expenditures in violation of Labor Code
12 section 2802;
- 13 b. Failing to pay minimum wages in violation of Labor Code sections 1194 and 1197;
- 14 c. Failing to pay overtime wages in violation of Labor Code sections 510 and 1194;
- 15 d. Failing to provide compliant meal periods or premium wages in lieu thereof in
16 violation of Labor Code sections 226.7 and 512 and applicable Wage Orders;
- 17 e. Failing to provide accurate, itemized wage statements in violation of Labor Code
18 section 226; and
- 19 f. Failing to timely pay all wages due upon separation in violation of Labor Code
20 sections 201–203.

21 62. Defendants’ conduct also constitutes unfair business acts and practices under the UCL
22 because it violates established public policies protecting employees’ rights to all earned wages,
23 reimbursement of necessary business expenses, and lawful working conditions. The harm to Plaintiff
24 and the Class outweighs any countervailing benefits and is tethered to legislatively declared policies
25 embodied in the Labor Code and IWC Wage Orders.

26 63. Defendants’ conduct further constitutes unfair competition and provides them with an
27 unfair advantage over competitors.

71. Pursuant to California Labor Code § 2699.3, Plaintiff gave written notice on July 16, 2025, by online filing to the California Labor and Workforce Development Agency (“LWDA”) and by certified mail to Defendants of Defendants’ violations of Labor Code sections 2802, 226(a), 1174(d), and 1198, pursuant to Labor Code section 2698, et seq., the Private Attorney General Act (“PAGA”). Thereafter, on July 25, 2025, Plaintiff gave notice regarding Defendants’ additional violations of Labor Code sections 201–203, 204, 226(a), 510, 1174(d), 1194, 1197, 1198, and on August 11, 2025, Plaintiff gave further written notice of Defendants’ violations of Labor Code sections 226.7, 512, and 1174(d).

72. As more than sixty-five (65) days have passed and the LWDA has not provided notice to Plaintiff that it intends to investigate the alleged violations, Plaintiff has complied with all of the requirements set forth in California Labor Code § 2699.3 to commence a representative action under PAGA against Defendants on behalf of the State of California, himself and other Aggrieved Employees of Defendants.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of himself and all others similarly situated, prays for relief and judgment against Defendants, jointly and severally, as follows:

1. For an order certifying the Class and Wage Statement Subclass in this action;
2. For an order appointing Plaintiff as Class Representative of the Class and Wage Statement Subclass;
3. For an order appointing Plaintiff's counsel as Class Counsel;
4. For reimbursement of all necessary business expenses and losses pursuant to Labor Code § 2802, with interest, penalties, and all other relief available thereunder;
5. For payment of all unpaid minimum wages pursuant to Labor Code §§ 1194, 1197, and applicable Wage Orders, together with liquidated damages, interest, and any other available statutory relief;
6. For payment of all unpaid overtime wages pursuant to Labor Code §§ 510, 1194, and applicable Wage Orders, with interest and all other available relief;
7. For meal period premiums and associated penalties pursuant to Labor Code §§ 226.7, 512, and applicable Wage Orders, with interest and all other available relief;

1 8. For statutory penalties, actual damages, and injunctive relief for violation of Labor Code
2 § 226;

3 9. For waiting time penalties pursuant to Labor Code §§ 201-203, with interest and all other
4 available relief;

5 10. For declaratory relief that Defendants' policies and practices alleged herein violate the
6 California Labor Code and applicable Wage Orders;

7 11. For restitution of all monies unlawfully withheld from Plaintiff and the Class, and
8 disgorgement of profits wrongfully obtained from them, together with injunctive relief, pursuant to the
9 UCL, Business and Professions Code §§ 17200, *et seq.*;

10 12. For statutory and civil penalties to the extent recoverable under the Labor Code or other
11 applicable authority;

12 13. For preliminary and permanent injunctive relief prohibiting Defendants from further
13 violating the California Labor Code and Wage Orders, and requiring effective measures to ensure
14 compliance;

15 14. For pre-judgment and post-judgment interest as permitted by law;

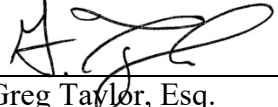
16 15. For reasonable attorneys' fees and costs pursuant to Labor Code §§ 201-203, 218.5, 226,
17 226.7, 1194, and 2802, Code of Civil Procedure § 1021.5, and any other applicable statute or authority;

18 16. For all civil penalties and other recoveries available under the California Labor Code and
19 applicable IWC Wage Orders, including but not limited to those authorized by Labor Code §§ 226.3,
20 1174.5, 1197.1, and 2699, and arising from Defendants' violations of Labor Code §§ 201-203, 204,
21 226(a), 226.7, 2802, 510, 512, 1174(d), 1194, 1197, and 1198, as well as any other applicable provisions
22 of the Labor Code and IWC Wage Orders, according to proof; and

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

24 DATED: October 17, 2025

GREG TAYLOR LAW

25
26 By: 

Greg Taylor, Esq.

27 Attorney for Plaintiff ROBERT MANDEL,
28 individually and on behalf of all others similarly
situated and aggrieved

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I, the undersigned, certify and declare that I am over the age of 18 years, employed in the County of Los Angeles, State of California, and not a party to the above-entitled cause. My business address is Greg Taylor Law, 3101 Ocean Park Blvd Ste 100, Santa Monica, CA 90405. On the below executed date, I served the document(s) described below on the parties in this action as follows:

DOCUMENT(S) SERVED:

- **FIRST AMENDED CLASS AND PAGA REPRESENTATIVE ACTION COMPLAINT (CONFORMED COPY)**

SERVED UPON:

Attorney for Defendant S&L Security Inc.

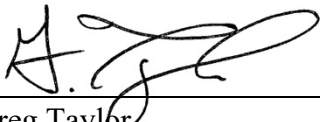
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☒ **by mail:** I addressed the above document(s) to the addressee(s) designated and placed such document(s) for mailing, following our ordinary business practices. I am readily familiar with the mailing practice of my place of employment in respect to the collection and processing of correspondence and pleadings for mailing. It is deposited with the United States Postal Service on that same day in the ordinary course of business with postage fully prepaid.

☒ **by electronic service (via email):** Pursuant to Code Civ. Proc. § 1010.6 and Cal. Rules of Court, Rule 2.251(c), my email address is greg@gtaylorlaw.com and I caused such document(s) to be electronically served to the interested parties listed above.

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

Executed on October 21, 2025, in Los Angeles, California.



Greg Taylor