

Tyler D. Kring, Bar No. 325588
tkring@kringandassociates.com
Jeffrey T. Green, Bar No. 330065
jgreen@kringandassociates.com
KRING & ASSOCIATES, APC
38 Corporate Park
Irvine, CA 92606-5105
Telephone: (949) 393-1400
Facsimile: (949) 393-1430
E-Service: eserve@kringandassociates.com

Assigned for All Purposes
Judge Layne H. Melzer

CX-102

Attorneys for Plaintiff
JOSEPH LLITERAS

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ORANGE, CIVIL COMPLEX CENTER

JOSEPH LLITERAS, individually, and on behalf
of all aggrieved employees,

Plaintiff,

v.

COSIC SECURITY SERVICES, INC., a
California corporation; and DOES 1 through 25,
inclusive,

Defendants.

Case No. 30-2025-01525439-CU-OE-CXC

COMPLAINT FOR DAMAGES FOR:

- 1. FAILURE TO PAY ALL WAGES INCLUDING OVERTIME WAGES AND MINIMUM WAGE;**
- 2. FAILURE TO PROVIDE MEAL AND REST PERIODS;**
- 3. FAILURE TO REIMBURSE BUSINESS EXPENSES;**
- 4. FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS;**
- 5. FAILURE TO PAY ALL WAGES DUE AND PAYABLE AT SEPARATION OF EMPLOYMENT;**
- 6. FAILURE TO PROVIDE ACCESS TO PERSONNEL AND PAYROLL RECORDS;**
- 7. WHISTLEBLOWER RETALIATION;**
- 8. WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY;**
- 9. UNFAIR BUSINESS PRACTICES; and**
- 10. VIOLATIONS OF THE PRIVATE ATTORNEYS GENERAL ACT OF 2004.**

DEMAND FOR JURY TRIAL

COMES NOW Plaintiff JOSEPH LLITERAS ("Plaintiff"), individually and on behalf of all aggrieved employees, asserts claims against Defendants COSIC SECURITY SERVICES, INC., a California corporation, and DOES 1 through 25 inclusive, and hereby alleges as follows:



- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8

2
3
4
5

6
7

8

9
0
1
2

3
4
5
6
7

28
29
30
31
32
33
34
35
36
37

28

6. Plaintiff is informed, believes, and thereon alleges that Defendants were his “Employer” as that term is defined in the applicable Wage Order of the Industrial Welfare Commission (“IWC”). Plaintiff is informed and believes and thereon alleges that, at all relevant times mentioned herein, Defendants were Plaintiff’s employer.

JOINT LIABILITY

7. Except as hereinafter specially described, Defendants, and each of them, are and were the agents and/or employees of the other Defendants, and in acting as described herein were acting within the scope of their authority or employment as agents and/or employees thereof, and with the permission and consent of the other Defendants.

8. As to each of the Defendants, Plaintiff is informed, believes, and thereon alleges that, at all relevant times mentioned herein, each Defendant was the principal, agent, employer, employee, partner, joint venture, officer, director, controlling shareholder, alter ego, subsidiary, affiliate, parent corporation, successor in interest and predecessor in interest of some or all of the other Defendants, and was engaged with some or all of the other Defendants in a joint enterprise for profit, and bore such other relationships to some or all of the other Defendants, so as to be liable for the conduct of them.

9. Plaintiff is further informed, believes, and thereon alleges that each Defendant acted pursuant to and within the scope of the relationships alleged above; that each Defendant knew or should have known about, authorized, ratified, adopted, approved, controlled, aided and abetted the conduct of all other Defendants; and that each Defendant acted pursuant to a conspiracy and agreement to do the things alleged herein.

GENERAL BACKGROUND FACTS

10. Plaintiff began his employment with Defendants on or about November 13, 2024, where he worked as a non-exempt Security Guard for Defendants at Kannabis Works, a cannabis dispensary that had contracted with Defendants for armed security, located in Garden Grove, Orange County, California.

11. Plaintiff was a non-exempt, hourly employee who earned \$18.00 per hour from the beginning of his employment until Defendants terminated his employment on or about February 9,

1 2025.

2 12. Neither at the time of Plaintiff's hire, nor any time thereafter, did Defendants
3 provide Plaintiff with a written notice communicating the following: the rate or rates of pay and
4 basis thereof; allowances, if any, claimed as part of the minimum wage; the regular payday
5 designated by the employer; the name of the employer, including "dba" names used; the physical
6 address of the employer's main office of principal place of business; the telephone number of the
7 employer; contact information of the employer's workers' compensation insurance carrier; that the
8 employee may accrue and use sick leave, among other things related; and any other information the
9 Labor Commissioner deems material and necessary.

10 13. Plaintiff is informed and believes that Defendants failed to provide and continue to
11 fail to provide the requisite notice to all other current and/or former non-exempt employees.

12 14. Throughout Plaintiff's employment with Defendants, Plaintiff was scheduled to
13 work thirty-six (36) hours per week, split up into three (3) days per week from 6:00 a.m. to 6:00
14 p.m. After his first month working for Defendants, Plaintiff's schedule increased to four (4) days
15 per week and approximately forty-eight (48) hours per week. However, Plaintiff was regularly
16 required to work more hours, including shifts where Plaintiff worked up to seventeen (17) hours
17 per day.

18 15. Even when working up to seventeen (17) hours per day, Plaintiff was not paid for
19 any of the overtime and double-time hours. Concerned with not being fairly compensated for all
20 the overtime and double-time hours worked, Plaintiff raised these concerns with Defendants.
21 However, Defendants clarified to Plaintiff that it was their policy to not provide overtime or
22 double-time compensation.

23 16. Although Defendants' payment schedule for Plaintiff was set to be paid every
24 Tuesday, Defendants would routinely delay payment by two (2) to three (3) weeks. Plaintiff
25 attempted to raise his concerns over Defendants' untimely payments in or around December 2024.
26 However, after Plaintiff's immediate supervisor documented and referred his complaints to upper
27 management, none of Plaintiff's concerns would be addressed. As such, Defendants response was
28 wholly dismissive.



1 17. Defendants controlled the manner in which Plaintiff could take his meal and/or rest
2 periods by requiring Plaintiff to stay on premises for all such periods. Up until on or about January
3 15, 2025, it was Defendants' policy to provide a maximum of one (1) 30-minute meal period, even
4 though Plaintiff was frequently entitled to second (2nd) 30-minute meal period after the tenth (10th)
5 hour for working more than twelve (12) hours each day. It was only after on or about January 15,
6 2025, that Defendants updated their policy to finally allow Plaintiff a second (2nd) 30-minute meal
7 period and two (2) 10-minute rest periods. However, Defendants never permitted a third (3rd) 30-
8 minute meal period, even when Plaintiff was entitled to it for working beyond the fifteenth (15th)
9 hour.

10 18. Despite being fully aware that Plaintiff and other aggrieved employees were not
11 permitted to take meal and/or rest periods in compliance with California labor laws, Defendants
12 failed to compensate them with a meal and/or rest premium of one (1) hours' worth of pay at their
13 regular rate of pay in lieu of those non-compliant meal and rest periods. As Defendants' own
14 records for Plaintiff, and presumably all other non-exempt employees, should indicate, zero (0)
15 meal and/or rest premiums were paid out. In fact, Defendants' policy was and is to simply not pay
16 meal and/or rest premiums altogether, even when Plaintiff and other aggrieved employees were
17 entitled to them.

18 19. Plaintiff is informed and believes that Defendants failed to provide and continue to
19 fail to provide compliant meal and rest periods, or premiums in lieu thereof, to all other non-
20 exempt hourly employees, at a minimum.

21 20. Instead of complying with labor laws and simply addressing Plaintiff's concerns,
22 Defendants chose to terminate their employment relationship with Plaintiff. After numerous
23 complaints to Defendants about not being paid properly, Defendants severed Plaintiff from the
24 work schedule on or about February 8, 2025, under the guise that his services were no longer
25 needed.

26 21. After terminating Plaintiff to avoid properly compensating him throughout his
27 employment, Defendants also failed to reimburse Plaintiff for his necessary expenses. Defendants
28 required and expected Plaintiff to routinely use his personal cell phone for work-related purposes



1 every day throughout his employment with Defendants, regardless of whether the usage was during
2 work or off-the-clock. Of the several work-related purposes, the primary use of Plaintiff's personal
3 cell phone was for internal communications. Specifically, Plaintiff had to use a tracking
4 application downloaded to his phone to communicate his track progress throughout his shifts and
5 use the phone's camera to take and send videos and photographs of suspicious activity to his
6 superiors. Even though Defendants knew and expected Plaintiff to routinely use his personal cell
7 phone for work purposes, at no point throughout Plaintiff's employment with Defendants was
8 Plaintiff reimbursed for any of the personal cell phone expenses incurred.

9 22. Similarly, Defendants required Plaintiff to carry the following necessary equipment
10 to maintain his post: a firearm, a bulletproof vest, and a duty belt, consisting of a mace, taser,
11 baton, handcuffs, and a tourniquet. Despite requiring these expenses for Plaintiff to carry out his
12 job, at no point throughout Plaintiff's employment with Defendant was Plaintiff reimbursed for any
13 of the equipment.

14 23. As a result of the above, Defendants failed to pay all wages including minimum and
15 overtime wages, failed to provide meal and/or rest periods or premiums in lieu thereof, failed to
16 maintain accurate records, and failed to provide accurate itemized wage statements for Plaintiff and
17 aggrieved employees showing proper gross and/or net wages earned, total hours worked, and/or all
18 applicable hourly rates in effect during the pay period and the corresponding number of hours
19 worked at each respective hourly rate.

20 24. Not only did Defendants fail to pay Plaintiff all wages due and payable at separation
21 of employment, but Defendants still have not paid all wages due and payable to Plaintiff.
22 Therefore, Plaintiff is entitled to the full thirty (30) days of waiting time penalties for Defendants'
23 failure to pay all wages due and payable at separation of employment.

24 25. Upon Plaintiff retaining counsel, a letter to Defendants and their registered agent for
25 service of process on July 14, 2025, titled "Representation, Demand for Records; and Preservation
26 of Evidence." A true and correct copy of this letter is attached as **Exhibit A**. This letter included a
27 demand for Plaintiff's personnel file, payroll records, and signed documents related to his
28 employment. As of the date this Complaint was filed, neither Plaintiff nor his counsel have



1 received his personnel file or payroll records.

2 26. Upon information and belief, all current and/or former non-exempt employees of
3 Defendants, at a minimum, are aggrieved employees as defined under California Labor Code
4 section 2699(c).

5 27. Upon information and believe, all non-exempt employees were subject to similar
6 violations as Plaintiff including, but not limited to, failure to pay minimum wage, failure to pay
7 overtime wages, failure to provide meal and rest periods, failure to maintain accurate records,
8 failure to provide accurate itemized wage statements, and failure to pay all wages due and payable
9 at separation of employment.

10 28. Plaintiff brings this action both on an individual basis and pursuant to the Private
11 Attorneys General Act of 2004 (“PAGA”), Labor Code section 2698 *et seq.* on behalf of the State
12 of California and on a representative basis on behalf of all California current and former employees
13 of Defendants.

14 29. Plaintiff filed a PAGA Notice with the Labor and Workforce Development Agency
15 (“LWDA”) on July 14, 2025. A true and correct copy of this letter is attached as **Exhibit B**. Since
16 July 14, 2025, no action has been taken by the LWDA to investigate Plaintiff’s allegations.
17 Therefore, Plaintiff has waited the mandatory sixty-five (65) days since filing his PAGA Notice
18 and has exhausted his administrative remedies.

19 **FIRST CAUSE OF ACTION**

20 **FAILURE TO PAY ALL WAGES INCLUDING**

21 **OVERTIME WAGES AND MINIMUM WAGE**

22 **IN VIOLATION OF LABOR CODE §§ 510, 1194, AND 1198**

23 **(Against All Defendants)**

24 30. Plaintiff hereby realleges and incorporates each preceding paragraph as though fully
25 set forth herein.

26 31. At all times mentioned herein, Defendants employed Plaintiff.

27 32. At all times mentioned herein, Plaintiff’s employment by Defendants was subject to
28 the provisions of the California Labor Code (“Labor Code”) and the applicable IWC Wage Order.



1 33. Labor Code section 510(a) and the applicable IWC Wage Order regulating payment
2 of wages in the state of California, provides that eight (8) hours of labor constitutes a day's work
3 and any work in excess of eight (8) hours in one (1) workday and any work in excess of forty (40)
4 hours in any one (1) workweek shall be compensated at the rate of no less than one and one-half
5 (1.5) times the regular rate of pay for each employee, and any work in excess of twelve (12) hours
6 in any one workday shall be compensated at the rate of no less than twice the regular rate of pay for
7 each employee ["double-time"], and at no less than one and one-half (1.5) for the first eight (8)
8 hours on the seventh (7th) consecutive day of work in a workweek.

9 34. Labor Code section 1194 states that any employee receiving less than the legal
10 minimum wage or the legal overtime compensation applicable to the employee is entitled to
11 recover the unpaid balance of the full amount of this minimum wage or overtime compensation,
12 including interest thereon, reasonable attorney's fees and costs of suit.

13 35. As explained above, Defendants required and expected Plaintiff to work twelve (12)
14 to seventeen (17) hour shifts without being compensated with overtime pay. When Plaintiff
15 complained about not being paid properly, Defendants clarified that it was their policy to not
16 provide overtime compensation.

17 36. As a result, Defendants failed to compensate Plaintiff for all hours worked and
18 rightfully owed.

19 37. As such, Plaintiff requests an award for all unpaid minimum wages, liquidated
20 damages, and an award of interest on all unpaid wages at the legal rate specified by Civil Code
21 section 3289(b), accruing from the date the wages were due and payable. Labor Code § 218.6.

22 38. Pursuant to Labor Code section 1194(a), Plaintiff requests an award of interest,
23 reasonable attorneys' fees, and costs incurred in this action.

24 ///

25 ///

26 ///

27 ///

28 ///



SECOND CAUSE OF ACTION
FAILURE TO PROVIDE MEAL AND REST PERIODS
IN VIOLATION OF LABOR CODE §§ 226.7 AND 512
(Against All Defendants)

39. Plaintiff hereby realleges and incorporates each preceding paragraph as though fully set forth herein.

40. At all times mentioned herein, Defendants employed Plaintiff.

41. At all times mentioned herein, Plaintiffs employment by Defendants was subject to the provisions of the Labor Code and the applicable IWC Wage Order.

42. Labor Code section 512 and the applicable IWC Wage Order states that an employer may not employ an employee for a work period of more than five (5) hours per day without providing the employee a meal period of not less than thirty (30) minutes, and an employer may not employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second meal period of not less than thirty (30) minutes. The applicable IWC Wage Order further states that unless the employee is relieved of all duty during a thirty (30) minute meal period, the meal period shall be considered an "on duty" meal period and counted as time worked. Labor Code section 226.7(a) states that no employer shall require any employee to work during any meal or rest period mandated by an applicable order of the IWC.

43. Throughout Plaintiff's employment with Defendants, Defendants failed to provide Plaintiff with uninterrupted and duty-free meal and rest periods.

44. Despite failing to provide uninterrupted and duty-free meal periods and rest periods, Plaintiff was provided with zero (0) meal and/or rest premiums of one (1) hours' worth of his wages in lieu of Defendants' meal and rest period violations during his employment.

45. Defendants' actions were fraudulent and deceitful, and were intentional acts designed to maximize their profits in complete disregard for Plaintiff's right to take meal and rest periods.

46. Pursuant to Labor Code section 226.7(b) and the applicable IWC Wage Order, if an employer fails to provide an employee a meal period in accordance with the applicable provisions



1 of IWC Wage Order, the employer shall pay the employee one (1) hour of pay at the employee's
2 regular rate of compensation for each workday that the meal period is not provided. As such,
3 Plaintiff is entitled to an additional one (1) hour of pay for each missed meal period per day for
4 each workday in which Plaintiff was not provided a proper meal period under the above-described
5 authorities.

6 47. The applicable IWC Wage Order states that every employer shall authorize and
7 permit all employees to take rest periods. The authorized rest period time shall be based on the
8 total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours of work. As
9 such, Plaintiff is entitled to an additional one (1) hour of pay for each day in which Plaintiff was
10 not provided a proper rest period under the above-described authorities.

11 48. Plaintiff requests recovery of meal period compensation pursuant to Labor Code
12 §§ 226.7 and paragraph 11 of the applicable IWC Wage Orders, as well as any statutory penalties
13 against these Defendants, and each of them, in a sum as provided by the Labor Code and other
14 statutes.

15 **THIRD CAUSE OF ACTION**
16 **FAILURE TO REIMBURSE BUSINESS EXPENSES**
17 **IN VIOLATION OF LABOR CODE § 2802**
18 **(Against All Defendants)**

19 49. Plaintiff hereby realleges and incorporates each preceding paragraph as though fully
20 set forth herein.

21 50. At all times mentioned herein, Defendants employed Plaintiff.

22 51. At all times mentioned herein, Plaintiff's employment by Defendants was subject to
23 the provisions of the Labor Code and the applicable IWC Wage Order.

24 52. Plaintiff is informed, believes, and thereon alleges that during his employment, he
25 was required to pay necessary work-related expenses in the proper discharge of his employment
26 duties. Plaintiff further alleges that he was not reimbursed for those lawful and necessary work-
27 related expenses or losses incurred in direct discharge of his duties during his employment by
28 Defendants. Labor Code § 2802(a) and Cal. Code of Regs. § 11040, *et seq.*



53. As explained above, Plaintiff was required and expected to use his personal cell phone every day of his employment, whether during work or outside of his work hours. At no point throughout Plaintiff's employment did Defendants reimburse Plaintiff for his work-related use of his personal cell phone despite Defendants' knowledge and expectation that Plaintiff use his personal cell phone on a day-to-day basis during his employment.

54. Additionally, as explained above, Plaintiff was required and expected to have the following equipment to maintain his posts: a firearm, duty belt, and bullet-proof vest. However, Defendants failed to reimburse Plaintiff for any of these costs incurred to acquire the necessary equipment for the job.

55. Defendants' knowing and willful failure to reimburse lawful and necessary work-related expenses and losses to Plaintiff resulted in damage to him because, to date, Defendants have not reimbursed Plaintiff for those expenses he incurred.

56. Plaintiff is therefore entitled to lawful reimbursement for any and all necessary work-related expenses, as provided in Labor Code section 2802(b), incurred during the direct discharge of his duties while employment by Defendants as well as accrued interest on those expenses that were not reimbursed from the date the expenses were incurred.

57. Plaintiff is entitled to attorneys' fees and costs of suit pursuant to section 2802(c) of the Labor Code.

FOURTH CAUSE OF ACTION

FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

IN VIOLATION OF LABOR CODE § 226

(Against All Defendants)

58. Plaintiff hereby realleges and incorporates each preceding paragraph as though fully set forth herein.

59. At all times mentioned herein, Defendants employed Plaintiff.

60. At all times mentioned herein, Plaintiff's employment by Defendants was subject to the provisions of the Labor Code and the applicable IWC Wage Order.

61. Labor Code section 226 states that every employer shall, semimonthly or at the time

1 of each payment of wages, furnish each of its employees – either as a detachable part of the check,
2 draft, or voucher paying the employee's wages, or separately when wages are paid by personal
3 check or cash – an accurate itemized statement in writing showing (1) gross wages earned, (2) total
4 hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece
5 rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions
6 made on written orders of the employee may be aggregated and shown as one item, (5) net wages
7 earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the
8 employee and his or his social security number, (8) the name and address of the legal entity that is
9 the employer, and (9) all applicable hourly rates in effect during the pay period and the
10 corresponding number of hours worked at each hourly rate by the employee. Section 226 also
11 provides that the deductions made from payments of wages shall be recorded in ink or other
12 indelible form, properly dated, showing the month, day, and year, and a copy of the statement or a
13 record of the deductions shall be kept on file by the employer for at least three years at the place of
14 employment or at a central location within the State of California.

15 62. During Plaintiff's employment with Defendants, Defendants failed to provide
16 Plaintiff with proper itemized wage statements in compliance with Labor Code section 226 in that
17 wage statements provided to Plaintiff did not list accurate information including, but not limited to,
18 the total hours Plaintiff worked, Plaintiff's accurate gross and/or net wages, and Plaintiff's correct
19 hourly rates for each hour worked.

20 63. Pursuant to Labor Code section 226(e), an employee suffering injury as a result of a
21 knowing an intentional failure by an employer to comply with the itemized wage statement
22 requirement is entitled to recover the greater of, all actual damages, or fifty dollars (\$50) for the
23 initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each
24 violation in a subsequent pay period, and is entitled to an award of costs and reasonable attorney's
25 fees.

26 64. Plaintiff requests an order of monetary damages and attorneys' fees and costs in
27 favor of Plaintiff and against Defendants, in accordance with the provisions of Labor Code section
28 226(e).



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

FIFTH CAUSE OF ACTION
FAILURE TO PAY ALL WAGES DUE AND PAYABLE
AT SEPARATION OF EMPLOYMENT
IN VIOLATION OF LABOR CODE §§ 201 AND 203
(Against All Defendants)

65. Plaintiff hereby realleges and incorporates each preceding paragraph as though fully set forth herein.

66. At all times mentioned here, Defendants employed Plaintiff.

67. At all times mentioned herein, Plaintiff’s employment by Defendants was subject to the provisions of the Labor Code and the applicable IWC Wage Order.

68. Labor Code section 201 states that an employer is required to provide an employee who is terminated all unpaid wages immediately upon termination. Labor Code section 203 states that if an employer willfully fails to pay a discharged employee wages according to Labor Code section 201, these wages shall continue as a penalty for up to a maximum of thirty (30) days.

69. As of the date of this Complaint, more than thirty (30) days have elapsed since the termination of Plaintiff’s employment with Defendants and Defendants still have not paid all of Plaintiff’s wages that were then due and owing at the time of his termination.

70. Defendants failed to pay the earned wages due and owing to Plaintiff upon his separation of employment. Defendants still have not paid Plaintiff all earned wages, thereby violating Labor Code section 201 and 203 and requiring Defendants to pay Plaintiff the maximum statutory thirty (30) day waiting time penalty.

71. Pursuant to Labor Code section 203, Plaintiff is entitled to recover a penalty equivalent to his daily rate of pay, which includes overtime wages only if overtime is regularly schedules each week, multiplied by thirty (30) days.

///
///
///
///



SIXTH CAUSE OF ACTION
FAILURE TO PROVIDE ACCESS TO PERSONNEL AND PAYROLL RECORDS
IN VIOLATION OF LABOR CODE §§ 1198.5 and 226
(Against All Defendants)

72. Plaintiff hereby realleges and incorporates each preceding paragraph as though fully set forth herein.

73. At all times mentioned herein, Defendants employed Plaintiff.

74. At all times herein mentioned, the employment of Plaintiff by Defendants was subject to the provisions of the California Labor Code and the applicable IWC Wage Order.

75. Labor Code section 1198.5(a) states that every current or former employee, or his or her representative, has the right to inspect and receive a copy of the personnel records that the employer maintains relating to the employee's performance or to any grievance concerning the employee.

76. Labor Code section 1198.5(a) states that the employer shall make the contents of those personnel records available for inspection to the current or former employee, or his representative, no later than thirty (30) calendar days from the date the employer receives a written request.

77. Labor Code section 226 states that every current or former employee, or his or her representative, has the right to inspect and receive a copy of the payroll records that the employer maintains relating to the employee's employment upon reasonable request to the employer.

78. Labor Code section 226(c) states that the employer shall make the contents of those payroll records available for inspection to the current or former employee, or his or her representative, not later than twenty-one (21) days from the date the employer receives the request.

79. On or about July 14, 2025, counsel for Plaintiff, at the request of Plaintiff, sent a letter to Defendants requesting Plaintiff's personnel file and payroll records. As Plaintiff's attorney of record, Plaintiff's counsel is entitled and permitted to seek these records at the request of the client. **See Exh. A.**

///



1 80. To date, Defendants have not produced Plaintiff's requested records in violation of
2 California law.

3 81. As a result of the statutory violations, pursuant to Labor Code section 1198.5,
4 subdivisions (b) and (k); and 226, subdivisions (e) and (f), Plaintiff seeks damages in an amount of
5 **\$1,500.00**, plus costs, and reasonable attorneys' fees.

6 **SEVENTH CAUSE OF ACTION**
7 **WHISTLEBLOWER RETALIATION**
8 **(Violation of Labor Code § 1102.5)**
9 **(Against all Defendants)**

10 82. Plaintiff hereby realleges and incorporates each preceding paragraph as though fully
11 set forth herein.

12 83. At all relevant times set forth herein, Plaintiff was an employee of Respondents and
13 was protected by Labor Code section 1102.5.

14 84. At all times set forth herein, Labor Code section 1102.5 was in effect and provides,
15 in part, that:

16 “(a) An employer may not make, adopt, or enforce any rule,
17 regulation, or policy preventing an employee from disclosing information
18 to a government or law enforcement agency, where the employee has
19 reasonable cause to believe that the information discloses a violation of
state or federal statute, or a violation or noncompliance with a state or
federal rule or regulation.

20 (b) An employer may not retaliate against an employee for disclosing
21 information to a government or law enforcement agency, where the
22 employee has reasonable cause to believe that the information discloses a
violation of state or federal statute, or a violation or noncompliance with a
state or federal rule or regulation.

23 (c) An employer may not retaliate against an employee for refusing to
24 participate in an activity that would result in a violation of state or federal
25 statute, or a violation or noncompliance with a state or federal rule or
regulation.

26 (d) An employer may not retaliate against an employee for having
27 exercised his or her rights under subdivision (a), (b), or (c) in any former
employment.”

28 ///



1 85. It is indisputable that Plaintiff was a protected whistleblower as defined in Labor
2 Code section 1102.5. Throughout Plaintiff's employment with Defendants, he developed a
3 reasonable belief that Defendants were violating the law, subjecting themselves to serious liability.
4 Plaintiff brought the illegal activity to the attention of Defendants, his immediate supervisor, and
5 upper management multiple times, all to no avail. Although his concerns would be recorded by his
6 immediate supervisor, Defendants would not address it.

7 86. Instead of taking Plaintiff seriously as a protected whistleblower, Defendants
8 terminated him for reporting such violations of the law. These facts create the objectively
9 reasonable inference that Defendants terminated Plaintiff's employment in retaliation for his
10 blowing the whistle on unlawful conduct.

11 87. By engaging in this retaliatory conduct and terminating Plaintiff's employment in
12 retaliation for his refusal to participate in and reporting of unlawful conduct, Defendants violated
13 Labor Code section 1102.5.

14 88. Defendants acted with malice, oppression, and fraud and in conscious disregard for
15 Plaintiff's rights under the law, by violating Labor Code section 1102.5, et seq. as is set forth
16 herein.

17 89. As a direct and proximate result of Defendants' malicious, oppressive, fraudulent,
18 and despicable violations of Labor Code section 1102.5, et seq. as set forth herein, Plaintiff has
19 suffered and continues to suffer general and special damages, including emotional distress
20 damages. Pursuant to Labor Code section 1102.5(f), an award against Defendants is therefore
21 warranted.

22 90. As a result of the illegal conduct of Defendants, as alleged herein, Plaintiff is
23 entitled to costs of suit, including reasonable attorneys' fees, in an amount according to proof at
24 trial.

25 ///

26 ///

27 ///

28 ///



1 **EIGHTH CAUSE OF ACTION**

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

3 **(Against All Defendants)**

4 91. Plaintiff hereby realleges and incorporates each preceding paragraph as though fully
5 set forth herein.

6 92. At all times mentioned herein, Defendants employed Plaintiff.

7 93. At all times mentioned herein, the public policy of the State of California prohibits
8 employers from engaging in employment discrimination and retaliation. These public policies of
9 the State of California are designed to protect all employees and promote the welfare and well-
10 being of the community at large. Accordingly, the actions of Defendants, and each of them, in
11 retaliation against and terminating Plaintiff on the grounds stated above was wrongful and in
12 contravention and violation of the express public policy of the State of California.

13 94. Respondents' termination of Plaintiff's employment violated the aforementioned
14 fundamental principles of public policy in that there is substantial and fundamental policy against
15 interference with, and retaliation for, exercising rights under the Labor Code and California
16 employment laws.

17 95. As a proximate result of Defendants' wrongful conduct, Plaintiff has sustained and
18 continues to sustain economic damages in earning and other employment benefits in an amount
19 according to proof.

20 96. As a direct and proximate result of Defendants' retaliatory actions against Plaintiff,
21 Plaintiff has suffered and continues to suffer damages, in the form of lost wage and other
22 employment benefits and opportunities, severe emotional distress, humiliation, embarrassment,
23 anger, loss of sleep, the exact amount and/or extent of which will be proven at trial.

24 97. The above-described actions were perpetuated and/or ratified by managing agents
25 and/or officers of Defendants. The aforementioned conduct of the managing agents and/or officers
26 was willful and in conscious disregard of Plaintiff's rights, and constitutes oppression, fraud, or
27 malice, justifying punitive and exemplary damages in an amount to punish Defendants.

28 ///



1 98. As a result of the conduct of Defendants, as alleged herein, Plaintiff is entitled to
2 lost wages, not including costs of suit, including reasonable attorneys' fees.

3 **NINTH CAUSE OF ACTION**

4 **UNFAIR BUSINESS PRACTICES**

5 **IN VIOLATION OF BUSINESS AND PROFESSIONS CODE §§ 17200, ET SEQ.**

6 **(Against All Defendants)**

7 99. Plaintiff hereby realleges and incorporates each preceding paragraph as though fully
8 set forth herein.

9 100. At all times mentioned herein, Defendants employed Plaintiff.

10 101. Defendants, and each of them, are "persons" as defined under Business &
11 Professions Code section 17021.

12 102. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,
13 unlawful, and harmful to Plaintiff, other aggrieved employees, and to the general public. Plaintiff
14 seeks to enforce important rights affecting the public interest within the meaning of Code of Civil
15 Procedure section 1021.5.

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

19 104. A violation of California Business & Professions Code section 17200, *et seq.*, may
20 be predicated on the violation of any state or federal law. All of the acts described herein as
21 violations of, among other things, the California Labor Code and IWC Wage Orders, are unlawful
22 and in violation of public policy; and in addition are immoral, unethical, oppressive, fraudulent,
23 and unscrupulous, and thereby constitute unfair, unlawful, and/or fraudulent business practices in
24 violation of the California Business & Professions Code section 17200, *et seq.*

25 **Failure to Pay Minimum Wage**

26 105. Defendants' failure to pay the legally required minimum wage in violation of the
27 Labor Code, as alleged above, constitutes unlawful and/or unfair activity prohibited by Business
28 and Professions Code section 17200, *et seq.*



1 **Failure to Pay All Wages Including Overtime Wages**

2 106. Defendants' failure to pay legally required overtime wages in violation of the Labor
3 Code, as alleged above, constitutes unlawful and/or unfair activity prohibited by Business and
4 Professions Code section 17200, *et seq.*

5 **Failure to Provide Meal and Rest Periods**

6 107. Defendants' failure to provide legally required meal periods and rest periods in
7 violation of the Labor Code, as alleged above, constitutes unlawful and/or unfair activity prohibited
8 by Business and Professions Code section 17200, *et seq.*

9 **Failure to Provide Accurate Itemized Wage Statements**

10 108. Defendants' failure to provide legally required accurate itemized wage statements in
11 accordance with Labor Code section 226, as alleged above, constitutes unlawful and/or unfair
12 activity prohibited by Business and Professions Code section 17200, *et seq.*

13 **Failure to Pay All Wages Due and Payable Upon Separation of Employment**

14 109. Defendants' failure to timely pay legal required wages upon separation of
15 employment in accordance with Labor Code section 201, as alleged above, constitutes unlawful
16 and/or unfair activity prohibited by Business and Professions Code section 17200, *et seq.*

17 **Failure to Reimburse Business Expenses**

18 110. Defendants' failure to reimburse business expenses in accordance with Labor Code
19 sections 2802, as alleged above, constitutes unlawful and/or unfair activity prohibited by Business
20 and Professions Code section 17200, *et seq.*

21 **Failure to Provide Employment Records**

22 111. Defendants' failure to provide employment records in accordance with Labor Code
23 sections 1198.5; 432; and 226, as alleged above, constitutes unlawful and/or unfair activity
24 prohibited by Business and Professions Code section 17200, *et seq.*

25 112. By and through their unfair, unlawful, and/or fraudulent business practices described
26 herein, Defendants have obtained valuable property, money, and services from Plaintiff and have
27 deprived Plaintiff of his rights and benefits guaranteed by law, all to his detriment.

28 ///



1 113. Plaintiff suffered monetary injury as a direct result of Defendants' wrongful
2 conduct.

3 114. Plaintiff is entitled to, and seeks, such relief as may be necessary to disgorge the
4 profits which Defendants have acquired, or of which Plaintiff has been deprived, by means of the
5 above-described unfair, unlawful, and/or fraudulent business practices. Plaintiff is not obligated to
6 establish individual knowledge of the unfair practices of Defendants in order to recover restitution.

7 115. Plaintiff is further entitled to, and seeks, a declaration that the above-described
8 practices are unfair, unlawful, and/or fraudulent, and injunctive relief restraining the Defendants,
9 and each of them, from engaging in any of the above-described unfair, unlawful, and/or fraudulent
10 business practices in the future.

11 116. Plaintiff has no plain, speedy, and/or adequate remedy at law to redress the injuries
12 which he has suffered as a consequence of Defendants' unfair, unlawful, and/or fraudulent business
13 practices. As a result of the unfair, unlawful, and/or fraudulent business practices described above,
14 Plaintiff has suffered and will continue to suffer irreparable harm unless Defendants, and each of
15 them, are restrained from continuing to engage in said unfair, unlawful, and/or fraudulent business
16 practices.

17 117. Pursuant to California Business & Professions Code section 17200, *et seq.*, Plaintiff
18 is entitled to restitution of the wages withheld and retained by Defendants during a period that
19 commences four (4) years prior to the filing of this Complaint; a permanent injunction requiring
20 Defendants to pay all outstanding wages due to Plaintiff; an award of attorneys' fees pursuant to
21 California Code of Civil Procedure section 1021.5 and other applicable laws; and an award of
22 costs.

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///



TENTH CAUSE OF ACTION
CIVIL PENALTIES UNDER THE PRIVATE ATTORNEYS
GENERAL ACT OF 2004 (“PAGA”)
IN VIOLATION OF LABOR CODE § 2698, ET SEQ.
(Against All Defendants)

118. Plaintiff hereby realleges and incorporates each preceding paragraph as though fully set forth herein.

119. Labor Code sections 2698-2699.5, in relevant part, provides, “any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency. . . for a violation of this code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in section 2699.3.”

120. Under Labor Code section 2699.3(a), a plaintiff may bring a cause of action under PAGA only after giving notice to the LWDA and the employer of the Labor Code sections alleged to have been violation, and after receiving notice from the LWDA of its intention not to investigate, or after sixty-five (65) days have passed without notice.

121. To the extent applicable, Plaintiff has satisfied in full the requirements of Labor Code section 2699.3. Plaintiff sent notice to Defendants and the LWDA on or about April 6, 2023, detailing Defendants’ alleged Labor Code violations. In particular, Plaintiff’s notice alleged violations of Labor Code sections 201, 202, 203, 207, 226, 226.7, 247, 248.2, 432, 510, 512, 558, 1102.5, 1102.8, 1174, 1174.5, 1175, 1183(d), 1194, 1198, 1198.5, 2802, 2810.5, 3550, 6328, and 6404.5(c)(1).

122. LWDA did not provide notice of its intention to investigate Defendants’ alleged violations within sixty-five (65) calendar days of the postmark date of Plaintiff’s notice.

123. Plaintiff is an “aggrieved employee” under PAGA because he was employed by Defendants during the applicable statutory period and suffered one (1) or more of the Labor Code violations set forth in this Complaint.

///



1 124. Plaintiff seeks to recover, on his behalf, on behalf of the State, and on behalf of
2 former and current aggrieved employees of Defendants, the civil penalties provided by PAGA, plus
3 reasonable attorney's fees and costs through a representative action permitted by PAGA and the
4 California Supreme Court in *Arias v. Superior Court* (2009) 46 Cal.App.4th 969. Therefore, class
5 certification is not required.

6 125. Plaintiff seeks penalties pursuant to PAGA for the following Labor Code violations:

- 7 A. Labor Code § 1102.5 (Whistleblower Retaliation) penalties for Plaintiff,
8 individually, according to proof;
- 9 B. Labor Code §§ 510, 1194, and 1198 (Failure to Pay Minimum and Overtime
10 Wages) penalties for Plaintiff, individually and on behalf of all Aggrieved
11 Employees, in an amount according to proof;
- 12 C. Labor Code §§ 201 and 202 (Failure to Timely Pay Wages) penalties for
13 Plaintiff, individually and on behalf of all Aggrieved Employees, in an amount
14 according to proof;
- 15 D. Labor Code §§ 226.7 and 512 (Failure to Provide Meal and Rest Periods)
16 penalties for Plaintiff, individually and on behalf of all Aggrieved Employees, in
17 an amount according to proof;
- 18 E. Labor Code § 2802 (Failure to Reimburse Necessary Business Expenses
19 penalties for Plaintiff, individually and on behalf of all Aggrieved Employees, in
20 an amount according to proof;
- 21 F. Labor Code §§ 1174, 1174.5, and 1175 (Failure to Maintain Accurate Records)
22 penalties for Plaintiff, individually and on behalf of all Aggrieved Employees, in
23 an amount according to proof;
- 24 G. Labor Code § 226 (Failure to Provide Accurate Itemized Wage Statements)
25 penalties for Plaintiff, individually and on behalf of all Aggrieved Employees, in
26 an amount according to proof;

27 ///

28 ///



1 H. Labor Code § 203 (Failure to Pay All Wages Due and Payable and Separation of
2 Employment) penalties for Plaintiff, individually and on behalf of all Aggrieved
3 Employees, in an amount according to proof;

4 I. Labor Code §§ 1198.5, 432 (Failure to Provide Personnel File) penalties for
5 Plaintiff, individually in the amount of **\$750.00**; and

6 J. Labor Code § 226 (Failure to Provide Payroll Records) penalties for Plaintiff,
7 individually in the amount of **\$750.00**.

8 126. Labor Code section 2699 *et seq.* imposes a civil penalty of one hundred dollars
9 (\$100.00) per pay period, per aggrieved employee for initial violations, and two hundred dollars
10 (\$200.00) per pay period, per aggrieved employee for subsequent violations for all Labor Code
11 provisions for which a civil penalty is not specifically provided.

12 127. As a proximate result of the action and conduct described in the paragraphs above,
13 which constitute violations of certain Labor Code sections, Plaintiff and all other aggrieved
14 employees have been damaged in an amount according to proof at the time of trial and seeks civil
15 penalties and attorney's fees pursuant to Labor Code section 2699(f) and (g) against Defendants.

16 ///

17 ///

18 ///

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///



PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays, individually and on behalf of aggrieved employees, judgment against Defendants, and each of them, as follows:

1. For economic damages and penalties for Plaintiff's individual claims according to proof;
2. For non-economic damages according to proof;
3. For penalties and premiums available under applicable law;
4. For an award of civil penalties pursuant to PAGA;
5. For declaratory and injunctive relief;
6. For liquidated damages;
7. For punitive damages as provided by law;
8. For an award of reasonable attorney's fees and costs;
9. For pre-judgment and post-judgment interest as provided by law; and
10. For such other and further relief as the Court deems just and proper.

Dated: November 10, 2025

KRING & ASSOCIATES, APC

By: 

Tyler D. Kring
Jeffrey T. Green
Attorneys for Plaintiff
JOSEPH LLITERAS



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

DEMAND FOR JURY TRIAL

Plaintiff hereby demands trial of his claims by jury to the extent authorized by law.

Dated: November 10, 2025

KRING & ASSOCIATES, APC

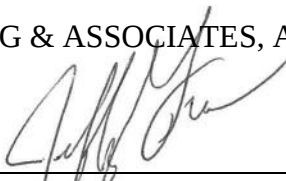
By: 
Tyler D. Kring
Jeffrey T. Green
Attorneys for Plaintiff
JOSEPH LLITERAS



EXHIBIT A



July 14, 2025

VIA ELECTRONIC SUBMISSION AND CERTIFIED MAIL

Attn.: PAGA Administrator
Department of Industrial Relations
Accounting Unit
455 Golden Gate Avenue, 10th Floor
San Francisco, CA 94102

Re: Joseph Lliteras adv. Cosic Security Services Inc., et al.
K&C Client: Joseph Lliteras
K&C File No.: 9501.0041
Subject: Notice of Representative Action Pursuant to the Private Attorneys General Act of 2004

Dear PAGA Administrator:

This office represents Joseph Lliteras (“Mr. Lliteras” or “Plaintiff”). Pursuant to Labor Code section 2698, *et seq.*, the Private Attorneys General Act of 2004 (“the Act”), we are providing written notice that Plaintiff’s former employer, Cosic Security Services Inc., and any and all related entities (collectively “Defendants”) were and are in violation of various provisions of the California Labor Code, including provisions that impose civil penalties.

Plaintiff and other aggrieved employees intend to avail themselves of the protections of the Act. Accordingly, this correspondence will serve to satisfy the notice requirement of the Act pursuant to Labor Code section 2699.3(a).

STATEMENT OF FACTS

Plaintiff was employed by Defendant as a security guard from November 13, 2024 until he was terminated from her employment on February 9, 2025, and earned approximately \$18.00 per hour. Plaintiff’s position as a security guard consisted of him working at Cannabis Works, a cannabis dispensary, located in Garden Grove, California. Plaintiff was scheduled to work approximately thirty-six (36) hours per week and was scheduled to work three days per week from 6:00 a.m. – 6:00 p.m. However, he nearly always worked more hours, including shifts where he worked up to 16 hours. At all times throughout Plaintiff’s employment with Defendant, he was paid on an hourly basis and was classified as a non-exempt employee.

Throughout Plaintiff’s employment with Defendant, he was required to stay on premises for his meal and rest breaks. Plaintiff’s daily schedule generally permitted her to take one 30-minute meal break. However, after January 15, 2025, Plaintiff was permitted to take two (2) 30-minute meal breaks and two (2) 10-minute rest breaks. However, on shifts over twelve (12) hours, Plaintiff was not permitted to take a third rest break. Defendant’s management was fully

aware that Plaintiff and other aggrieved employees were unable to take these breaks in compliance with California law. When this occurred, Defendant did not provide Plaintiff with a meal and/or rest premium of one (1) hours' worth of pay at Plaintiff's regular rate of pay in lieu of those non-compliant meal and rest periods.

Plaintiff was required and expected to routinely use his personal cell phone for work-related purposes every day throughout her employment with Defendants, whether on the clock or off-the-clock. Defendants require that employees, including Plaintiff, use their personal cell phones for several purposes, primarily internal communications. Primarily, Plaintiff communicated to track progress through his shift through a tracking application, and would take photographs of any suspicious activity to report to his superiors. However, Plaintiff was required and expected to routinely use his personal cell phone for all of these internal communications. At no point throughout Plaintiff's employment with Defendants has she been reimbursed for the personal cell phone expense incurred despite Defendants' knowledge and expectation that Plaintiff constantly use her personal cell phone. Defendants are therefore liable to Plaintiff and other aggrieved employees for unpaid expense reimbursements.

Similarly, Plaintiff was required to have a firearm, duty belt (consisting of mace, a taser, a baton, handcuffs and a tourniquet) and a bulletproof vest for maintaining his post. Plaintiff incurred expenses for all of this equipment, which was necessary for him to do his job. At no point during his employment was Plaintiff reimbursed by Defendants for this equipment.

As a result of all of the above, Defendants have failed to pay Plaintiff all wages earned including minimum and overtime wages, failed to provide sick pay, failed to provide workers compensation insurance, failed to maintain accurate records, and failed to provide accurate itemized wage statements for Plaintiff and aggrieved employees showing proper gross and/or net wages earned, total hours worked, and/or all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each respective hourly rate, among other things.

Furthermore, not only did Defendant fail to pay Plaintiff all wages due and payable at separation of employment, but Defendant still has not paid all wages due and payable to Plaintiff. Therefore, Plaintiff is entitled to the full thirty (30) days of waiting time penalties for Defendant's failure to pay all wages due and payable at separation of employment and civil penalties pursuant to PAGA.

Upon information and belief, all current and/or former non-exempt employees, at a minimum, employed by Defendant are aggrieved employees as defined under California Labor Code section 2699(c). Upon information and belief, each of the non-exempt employees were/are subject to similar, if not the same, violations as Plaintiff.

Therefore, Plaintiff hereby provides notice that they intend to seek civil penalties, in a representative capacity on behalf of all such aggrieved employees for the violations applicable to them.

LABOR CODE VIOLATIONS

Defendants are in violation of the following Labor Code provisions:

1. Labor Code § 1194 (Failure to Pay Minimum Wage);
2. Labor Code §§ 201 and 202 (Failure to Timely Pay Wages);
3. Labor Code §§ 226.7 and 512 (Failure to Provide Meal and Rest Periods);
4. Labor Code § 2802 (Failure to Reimburse Necessary Business Expenses);
5. Labor Code §§ 1174, 1174.5, and 1175 (Failure to Maintain Accurate Records);
6. Labor Code § 226 (Failure to Provide Accurate Itemized Wage Statements);
7. Labor Code § 245 (Failure to Pay Mandatory Paid Sick Leave);
8. Labor Code § 3700 (Failure to Maintain Workers' Compensation Leave); and
9. Labor Code § 203 (Failure to Pay All Wages Due and Payable at Separation of Employment).
10. Labor Code § (Whistleblower Retaliation)

CONCLUSION

To prevent the above-described violations from occurring and to remedy past violations, Plaintiff, on behalf of all other aggrieved employees, intends to file a complaint against Defendants for these violations based upon the facts and theories set forth herein. Pursuant to Labor Code section 2699.3(a)(1), Plaintiff will serve the same written notice to Defendants by certified mail.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter.

Very truly yours,

Kring & Associates, APC



Jeffrey T. Green

(jgreen@kringandassociates.com)

Attn.: PAGA Administrator
July 14, 2025
K&A File No.: 9501.0041
Page 4

JTG/mkb

cc: Cosic Security Services Inc.
c/o Fabulous Darley, as Registered Agent for Service
2043 Glenoaks Blvd.
San Fernando, CA 91340

Cosic Security Services Inc.
24325 Main St.
Newhall, CA 91231