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Assigned for All Purposes
Judge Theodore Howard

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF ORANGE**

10 QUAN M. DOAN, individually and as
11 representative of the State of California on
12 behalf of himself as an aggrieved employee of
13 Secure Guard Security Services, Inc.,

14 Plaintiff,

15 v.

16 SECURE GUARD SECURITY SERVICES,
17 INC., a California corporation, and DOES 1 -
18 20, inclusive,

19 Defendants.

Case No. 30-2025-01495141-CU-OE-CJC

**PLAINTIFF QUAN M. DOAN'S
COMPLAINT AGAINST DEFENDANTS
FOR:**

1. **Failure To Pay Any Overtime Wages For All Overtime Hours Worked In Violation of California Labor Code §§ 204(a), 218.6, 510(a), 1194(a) and 1197 and IWC Wage Order No. 4-2001, § 3(A);**
2. **Failure To Furnish Accurate Itemized Wage Statements In Violation of California Labor Code § 226(a);**
3. **Failure to Timely Pay All Wages Due Upon Termination of Employment in Violation of California Labor Code §§ 201-203; and**
4. **PAGA Penalties Under California Labor Code § 2698 et seq.**

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23 Plaintiff, QUAN M. DOAN, individually and as representative of the State of California on
24 behalf of himself as an aggrieved employee of Secure Guard Security Services, Inc., brings this
25 action against the Defendants, SECURE GUARD SECURITY SERVICES, INC. ("SGSSI"), a
26 California corporation, and DOES 1 - 20, inclusive, for various violations of the California Labor
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1 Code ("Labor Code") and Industrial Welfare Commission ("IWC") Wage Order No. 4-2001.
2 Plaintiff is informed and believes, and on the basis of that information and belief alleges, as follows:

3 **NATURE OF THE ACTION**

4 1. Plaintiff's individual claims and representative action claims for civil penalties under
5 the Private Attorneys General Act of 2004 ("PAGA"), Labor Code §2698 et seq., arise from, *inter*
6 *alia*: (a) SGSSI's willful, voluntary and knowing misclassification of him as an independent
7 contractor in violation of Labor Code § 226.8(a)(1); (b) SGSSI's failures to pay him any overtime
8 wages for all overtime hours worked in violation of Labor Code §§ 204(a), 218.6, 510(a), 1194(a)
9 and 1197 and IWC Wage Order No. 4-2001, § 3(A); (c) SGSSI's failures to furnish accurate
10 itemized wage statements in violation of Labor Code § 226(a); and (d) SGSSI's ongoing failure to
11 pay him all wages due and owing upon termination of his employment in violation of Labor Code
12 §§ 201-203.

13 **THE PARTIES**

14 2. Plaintiff is a U.S. citizen and an adult male who resides, and at all times relevant to
15 this action has resided, in Santa Ana, Orange County, California.

16 3. Plaintiff alleges upon information and belief that SGSSI is a California corporation
17 with its principal place of business located at 18001 Sky Park Circle, Suite J, Irvine, California
18 92614.

19 4. Plaintiff alleges upon information and belief that SGSSI provides a range of private
20 security guards services to its clients throughout Southern California. Those clients include, *inter*
21 *alia*, Ducommun Aerostructures located at 1885 N. Batavia St., Orange, California 92865, where
22 Plaintiff provided security guard services throughout his employment by SGSSI.
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24 5. Plaintiff alleges upon information and belief that, according to the California
25 Secretary of State's website, SGSSI's registered agent for service of process in the State of
26 California is Homeyra Hamidi, 18001 Sky Park Circle, Suite J, Irvine, California 92614.
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6. Plaintiff alleges upon information and belief that, at all times relevant to this action, DOES 1 to 20, inclusive, were the agents and/or employees of one or more of the Defendants and in doing the things alleged in this Complaint were acting within the course and scope of that agency and/or employment.

7. Plaintiff does not know the true names and capacities, whether individual, corporate, associate or otherwise, of Defendants sued herein as DOES 1 to 20, inclusive, and therefore sues them by those fictitious names under California Code of Civil Procedure § 474. Plaintiff alleges upon information and belief that each defendant designated herein as a DOE defendant is legally responsible in some manner for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of each defendant designated herein as a DOE defendant when such identities become known.

JURISDICTION AND VENUE

8. The California Superior Court has jurisdiction in this matter due to Defendants' aforementioned violations of California statutory law and/or related common law principles. There is no federal question at issue in this action, as the issues herein are based solely on California statutes and law.

9. The California Superior Court also has jurisdiction in this matter because both the individual and aggregate monetary damages and restitution sought herein exceed the minimal jurisdictional limits of the California Superior Court and will be established at trial, according to proof.

10. This Court has personal jurisdiction over Defendants because they have transacted business in the State of California such that they reasonably anticipated being subject to personal jurisdiction before the courts of this State.

11. Pursuant to California Code of Civil Procedure § 395, venue is proper in this Court because, among other reasons, each of the Defendants conducts business in and/or resides in Orange County, California, and a substantial part of the acts and omissions giving rise to the claims alleged

1 herein occurred in Orange County, California.

2 **GENERAL ALLEGATIONS**

3 12. SGSSI employed Plaintiff as a security guard during the time period of August 7,
4 2024, to June 6, 2025.

5 13. SGSSI terminated Plaintiff's employment on June 6, 2025, without good cause.

6 14. Plaintiff earned a regular rate of pay of \$17 per hour throughout his employment by
7 SGSSI (despite Plaintiff's timekeeping records that incorrectly reflect he earned \$18 per hour
8 during a substantial portion of his employment by SGSSI).
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10 15. SGSSI paid Plaintiff on a bi-weekly basis throughout his employment by SGSSI.

11 16. Plaintiff regularly worked overtime hours by working in excess of 8 hours per day
12 throughout his employment by SGSSI, as reflected in SGSSI's timekeeping records summarized
13 below.
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15 17. Plaintiff regularly worked overtime hours by working in excess of 40 hours per week
16 throughout his employment by SGSSI, as reflected in SGSSI's timekeeping records summarized
17 below.

18 18. Plaintiff regularly worked overtime hours by working seven consecutive days in a
19 workweek throughout his employment by SGSSI, as reflected in SGSSI's timekeeping records
20 summarized below.

21 19. As of the filing of this Complaint, Plaintiff does not have access to SGSSI's
22 timekeeping records reflecting his hours worked during the initial 4 bi-weekly pay periods
23 beginning August 5, 2024, and ending September 29, 2024. However, Plaintiff's independent
24 recollection is that he worked at least as many hours during those bi-weekly pay periods as he
25 worked during the subsequent 4 bi-weekly pay periods beginning September 30, 2024, and ending
26 November 24, 2024. As indicated below, Plaintiff's average unpaid overtime wages during the
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subsequent 4 bi-weekly pay periods beginning September 30, 2024, and ending November 24, 2024, was \$380.38.

20. SGSSI's timekeeping records reflect that Plaintiff worked the following hours during the 18 bi-weekly pay periods beginning September 30, 2024, and ending June 8, 2025:

Bi-Weekly Pay Period	Total Hours Worked	1.5X Overtime Hours Worked (Unpaid Overtime Wages)	2X Overtime Hours Worked (Unpaid Overtime Wages)	Total Unpaid Overtime Wages
August 5 - 18, 2024	TBD (see ¶17 above)	TBD (see ¶17 above)	TBD (see ¶17 above)	At least \$380.38 (see ¶17 above)
August 19 - September 1, 2024	TBD (see ¶17 above)	TBD (see ¶17 above)	TBD (see ¶17 above)	At least \$380.38 (see ¶17 above)
September 2 - 15, 2024	TBD (see ¶17 above)	TBD (see ¶17 above)	TBD (see ¶17 above)	At least \$380.38 (see ¶17 above)
September 16 - 29, 2024	TBD (see ¶17 above)	TBD (see ¶17 above)	TBD (see ¶17 above)	At least \$380.38 (see ¶17 above)
September 30 - October 13, 2024	135.57 hours 9/30: 8 10/1: 8 10/2: 8 10/3: 8 10/4: 8 10/5: 8 10/6: 12 10/7: 8 10/8: 8 10/9: 8 10/10: 8 10/11: 8 10/12: 8 10/13: 15	20 (\$170) 16 (\$136)	0 3 (\$51)	\$357
October 14 - 27, 2024	146.02 hours 10/14: 12.5 10/15: 12 10/16: 12 10/17: 12 10/18: 12 10/19: 12 10/20: 12 10/21: 8 10/22: 8	36 (\$306) 20 (\$170)	0.5 (\$8.50) 4 (\$68)	\$552.50

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	10/23: 8 10/24: 8 10/25: 8 10/26: 12 10/27: 12			
October 28 – November 10, 2024	72 hours 10/28: 8 10/29: 8 10/30: 8 10/31: 8 11/1: 0 11/2: 0 11/3: 0 11/4: 8 11/5: 8 11/6: 8 11/7: 8 11/8: 8 11/9: 0 11/10: 0	0 0	0 0	\$0
November 11 – 24, 2024	136.24 hours 11/11: 8 11/12: 8 11/13: 8 11/14: 12 11/15: 8 11/16: 12 11/17: 12 11/18: 8 11/19: 8 11/20: 8 11/21: 12 11/22: 8 11/23: 12 11/24: 12	28 (\$238) 28 (\$238)	4 (\$68) 4 (\$68)	\$612
November 25 – December 8, 2024	104 hours 11/25: 8 11/26: 8 11/27: 8 11/28: 8 11/29: 8 11/30: 0 12/1: 0	0	0	\$238

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	12/2: 8 12/3: 8 12/4: 8 12/5: 8 12/6: 8 12/7: 12 12/8: 12	20 (\$170)	4 (\$68)	
December 9 – 22, 2024	116.23 hours 12/9: 8 12/10: 8 12/11: 8 12/12: 8 12/13: 8 12/14: 0 12/15: 0 12/16: 0 12/17: 12 12/18: 12 12/19: 16 12/20: 12 12/21: 12 12/22: 12	0 48 (\$408)	0 4 (\$68)	\$476
December 23, 2024 – January 5, 2025	142.88 hours 12/23: 10.66 12/24: 12 12/25: 12 12/26: 8 12/27: 8 12/28: 14.75 12/29: 12 12/30: 8 12/31: 12 1/1: 12.63 1/2: 8.25 1/3: 0 1/4: 12.5 1/5: 12	41.32 (\$351.22) 32.88 (\$279.48)	6.75 (\$114.75) 1.13 (\$19.21)	\$764.66
January 6 – 19, 2025	76.64 hours 1/6: 8 1/7: 8.72 1/8: 8.3 1/9: 0 1/10: 0 1/11: 15.28 1/12: 12.22	17.02 (\$144.67)	3.5 (\$59.50)	\$274.21

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	1/13: 0 1/14: 0 1/15: 0 1/16: 0 1/17: 0 1/18: 12.12 1/19: 12	8 (\$68)	0.12 (\$2.04)	
January 20 – February 2, 2025	116.5 hours 1/20: 8 1/21: 8.58 1/22: 8 1/23: 8 1/24: 9.55 1/25: 12.95 1/26: 12 1/27: 9.07 1/28: 8.2 1/29: 0 1/30: 0 1/31: 8.15 2/1: 12 2/2: 12	22.71 (\$193.04) 14.84 (\$126.14)	4.95 (\$84.15) 0	\$403.33
February 3 – 16, 2025	65.53 hours 2/3: 0 2/4: 0 2/5: 0 2/6: 0 2/7: 0 2/8: 0 2/9: 9.5 2/10: 8 2/11: 8 2/12: 8 2/13: 8 2/14: 8 2/15: 8 2/16: 8	1.5 (\$12.75) 16 (\$136)	0 0	\$148.75
February 17 – March 2, 2025	115.86 hours 2/17: 8 2/18: 8 2/19: 8 2/20: 7.83 2/21: 8 2/22: 8 2/23: 12	19.83 (\$168.56)	0	\$304.82

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	2/24: 8 2/25: 8.03 2/26: 8 2/27: 8 2/28: 8 3/1: 8 3/2: 8	16.03 (\$136.26)	0	
March 3 – 16, 2025	64 hours 3/3: 8 3/4: 0 3/5: 0 3/6: 0 3/7: 0 3/8: 0 3/9: 0 3/10: 8 3/11: 8 3/12: 8 3/13: 8 3/14: 8 3/15: 8 3/16: 8	0 16 (\$136)	0 16 (\$272)	\$408
March 17 – 30, 2025	80.08 hours 3/17: 8 3/18: 8 3/19: 8 3/20: 8 3/21: 8 3/22: 0 3/23: 0 3/24: 8 3/25: 8 3/26: 8 3/27: 8.08 3/28: 8 3/29: 0 3/30: 0	0 0.08 (\$0.68)	0 0	\$0.68
March 31 – April 13, 2025	81.12 hours 3/31: 8 4/1: 8 4/2: 8.1 4/3: 8 4/4: 8 4/5: 0	0.1 (\$0.85)	0	\$9.52

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	4/7: 8	1.02 (\$8.67)	0	
	4/8: 8			
	4/9: 8			
	4/10: 8			
	4/11: 9.02			
	4/12: 0			
	4/13: 0			
April 14 – 27, 2025	72 hours			\$0
	4/14: 0	0	0	
	4/15: 8			
	4/16: 8			
	4/17: 8			
	4/18: 8			
	4/19: 0			
	4/20: 0			
	4/21: 8	0	0	
	4/22: 8			
	4/23: 8			
	4/24: 8			
	4/25: 8			
	4/26: 0			
	4/27: 0			
April 28 – May 11, 2025	64 hours			\$0
	4/28: 8	0	0	
	4/29: 8			
	4/30: 8			
	5/1: 8			
	5/2: 8			
	5/3: 0			
	5/4: 0			
	5/5: 8	0	0	
	5/6: 8			
	5/7: 8			
	5/8: 0			
	5/9: 0			
	5/10: 0			
	5/11: 0			
May 12 – 25, 2025	56.02 hours			\$0.17
	5/12: 0	0	0	
	5/13: 8			
	5/14: 8			
	5/15: 8			
	5/16: 0			
	5/17: 0			

1		5/18: 0			
2		5/19: 0	0.02 (\$0.17)	0	
3		5/20: 8			
4		5/21: 8.02			
5		5/22: 8			
6		5/23: 8			
7		5/24: 0			
8		5/25: 0			
9	May 26 –	65 hours			\$8.50
10	June 8,	5/26: 0	0	0	
11	2025	5/27: 8			
12		5/28: 8			
13		5/29: 8			
14		5/30: 8			
15		5/31: 0			
16		6/1: 0			
17		6/2: 0	1 (\$8.50)	0	
18		6/3: 8			
19		6/4: 8			
20		6/5: 9			
21		6/6: 8 (last day of work)			
22	Total				At least \$6,079.52

21. Plaintiff alleges upon information and belief that his employment by SGSSI was not covered by or subject to a collective bargaining agreement with SGSSI.

**SGSSI’S WILLFUL MISCLASSIFICATION OF PLAINTIFF AS AN INDEPENDENT
CONTRACTOR AND ITS CORRESPONDING FAILURES TO PAY HIM
ANY OVERTIME WAGES**

22. At all times during Plaintiff’s employment by SGSSI, he was a non-exempt employee under the Labor Code and IWC Wage Order No. 4-2001; he was not free from the control and direction of SGSSI in connection with the performance of his work for SGSSI; he did not perform work for SGSSI that was outside the usual course of SGSSI’s business; and he was not customarily engaged in an independently established trade, occupation, or business of the same nature as the work performed for SGSSI.

23. Labor Code § 226.8 provides:

1 (a) It is unlawful for any person or employer to engage in any of the following
2 activities:

3 (1) Willful misclassification of an individual as an independent contractor.

4 (2) Charging an individual who has been willfully misclassified as an independent
5 contractor a fee, or making any deductions from compensation, for any purpose,
6 including for goods, materials, space rental, services, government licenses,
7 repairs, equipment maintenance, or fines arising from the individual's
employment where any of the acts described in this paragraph would have
violated the law if the individual had not been misclassified.

8 (b) If the Labor and Workforce Development Agency or a court issues a
9 determination that a person or employer has engaged in any of the enumerated
10 violations of subdivision (a), the person or employer shall be subject to a civil
11 penalty of not less than five thousand dollars (\$5,000) and not more than fifteen
thousand dollars (\$15,000) for each violation, in addition to any other penalties or
fines permitted by law.

12 (c) If the Labor and Workforce Development Agency or a court issues a
13 determination that a person or employer has engaged in any of the enumerated
14 violations of subdivision (a) and the person or employer has engaged in or is
15 engaging in a pattern or practice of these violations, the person or employer shall
16 be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not
more than twenty-five thousand dollars (\$25,000) for each violation, in addition
to any other penalties or fines permitted by law.

17 (d)(1) If the Labor and Workforce Development Agency or a court issues a
18 determination that a person or employer that is a licensed contractor pursuant to
19 the Contractors' State License Law has violated subdivision (a), the agency, in
addition to any other remedy that has been ordered, shall transmit a certified copy
of the order to the Contractors' State License Board.

20 (2) The registrar of the Contractors' State License Board shall initiate disciplinary
21 action against a licensee within 30 days of receiving a certified copy of an agency
or court order that resulted in disbarment pursuant to paragraph (1).

22 (e) If the Labor and Workforce Development Agency or a court issues a
23 determination that a person or employer has violated subdivision (a), the agency
24 or court, in addition to any other remedy that has been ordered, shall order the
25 person or employer to display prominently on its internet website, in an area
26 which is accessible to all employees and the general public, or, if the person or
employer does not have an internet website, to display prominently in an area that
is accessible to all employees and the general public at each location where a
violation of subdivision (a) occurred, a notice that sets forth all of the following:

27 (1) That the Labor and Workforce Development Agency or a court, as applicable,
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has found that the person or employer has committed a serious violation of the law by engaging in the willful misclassification of employees.

(2) That the person or employer has changed its business practices in order to avoid committing further violations of this section.

(3) That any employee who believes that they are being misclassified as an independent contractor may contact the Labor and Workforce Development Agency. The notice shall include the mailing address, email address, and telephone number of the agency.

(4) That the notice is being posted pursuant to a state order.

(f) In addition to including the information specified in subdivision (e), a person or employer also shall satisfy the following requirements in preparing the notice:

(1) An officer shall sign the notice.

(2) It shall post the notice for one year commencing with the date of the final decision and order.

(g)(1) In accordance with the procedures set forth in Sections 98, 98.1, 98.2, 98.3, 98.7, 98.74, or 1197.1, the Labor Commissioner may enforce this section and issue a determination that a person or employer has violated subdivision (a). This enforcement of this section may include investigating an alleged violation of subdivision (a), ordering appropriate temporary relief to mitigate the violation or to maintain the status quo pending the completion of an investigation or hearing, issuance of a citation against an employer who violates subdivision (a), and filing a civil action. If a citation is issued, the procedures for issuing, contesting, and enforcing judgments for citations and civil penalties issued by the Labor Commissioner shall be the same as those set out in Section 98.74 or 1197.1, as appropriate. A public prosecutor, as defined in subdivision (a) of Section 181, may also enforce this section by seeking the damages described in paragraph (2).

(2) In any enforcement pursuant to this subdivision, for each employee subject to Sections 98 to 98.2, inclusive, the Labor Commissioner under Section 98.3, 98.7, 98.74, or 1197.1, or a public prosecutor, as defined in subdivision (a) of Section 181, may alternatively recover the penalties set forth in subdivisions (b) and (c) as damages payable to the employee. An employee is entitled to either recover the damages as provided for in this section or to enforce a civil penalty, as set forth in subdivision (a) of Section 2699, but not both, for the same violation. Except as specified in this section, the remedy provided by this section is cumulative and does not limit the availability of any other remedy available to the employee.

(h) Any administrative or civil penalty, damages, or disciplinary action pursuant

1 to this section shall remain in effect against any successor corporation, owner, or
2 business entity that satisfies both of the following:

3 (1) Has one or more of the same principals or officers as the person or employer
4 subject to the penalty or action.

5 (2) Is engaged in the same or a similar business as the person or employer subject
6 to the penalty or action.

(i) For purposes of this section, the following definitions apply:

7 (1) "Determination" means an order, decision, award, or citation issued by an
8 agency or a court of competent jurisdiction for which the time to appeal has
9 expired and for which no appeal is pending.

10 (2) "Labor and Workforce Development Agency" means the Labor and
11 Workforce Development Agency or any of its departments, divisions,
commissions, boards, or agencies.

12 (3) "Officer" means the chief executive officer, president, any vice president in
13 charge of a principal business unit, division, or function, or any other officer of
14 the corporation who performs a policymaking function. If the employer is a
partnership, "officer" means a partner. If the employer is a sole proprietor,
"officer" means the owner.

15 (4) "Willful misclassification" means avoiding employee status for an individual
16 by voluntarily and knowingly misclassifying that individual as an independent
17 contractor.

18 (j) Nothing in this section is intended to limit any rights or remedies otherwise
19 available at law.

20 24. Plaintiff alleges upon information and belief that, throughout his employment by
21 SGSSI, SGSSI willfully misclassified him as an independent contractor in violation Labor Code
22 226.8(a)(1).

23 25. Plaintiff alleges upon information and belief that, throughout his employment by
24 SGSSI, SGSSI avoided employee status for him by voluntarily and knowingly misclassifying him
25 as an independent contractor.

26 26. Plaintiff alleges upon information and belief that, throughout his employment by
27 SGSSI, SGSSI willfully, voluntarily and knowingly misclassified him as an independent contractor
28 in order to avoid SGSSI's obligations, *inter alia*, to pay him overtime wages in accordance with

1 Labor Code § 510(a) and IWC Wage Order No. 4-2001, § 3(A).

2 27. Throughout Plaintiff's employment by SGSSI, SGSSI paid him as an independent
3 contractor for all hours recorded in its timekeeping system at his applicable hourly rate of pay (i.e.,
4 \$17 per hour) including the overtime hours worked as alleged herein.

5 28. Throughout Plaintiff's employment by SGSSI, SGSSI knew and/or should have
6 known that he regularly worked a substantial number of overtime hours as alleged herein.

7 29. All of the hours that Plaintiff worked for SGSSI during his employment with SGSSI
8 (including his overtime hours worked as alleged herein) constituted "hours worked" as defined by
9 IWC Wage Order No. 4-2001, § 2(K), i.e., "the time during which an employee is subject to the
10 control of an employer, and includes all the time the employee is suffered or permitted to work,
11 whether or not required to do so."

12 30. All of the hours that Plaintiff worked for SGSSI (including his overtime hours
13 worked as alleged herein) were times during which he was subject to SGSSI'S control.

14 31. All of the hours that Plaintiff worked for SGSSI (including his overtime hours
15 worked as alleged herein) were times he was permitted to work by SGSSI.

16 32. SGSSI never paid Plaintiff any overtime wages for his overtime hours worked as
17 alleged herein.

18 **FIRST CAUSE OF ACTION**

19 **(BY PLAINTIFF AGAINST ALL DEFENDANTS FOR FAILURE TO PAY ALL WAGES**

20 **DUE AND OWING (INCLUDING OVERTIME WAGES FOR ALL OVERTIME HOURS**

21 **WORKED) IN VIOLATION OF CALIFORNIA LABOR CODE §§ 204(a), 218.6, 510(a),**

22 **1194(a) AND 1197 AND IWC WAGE ORDER NO. 4-2001, § 3(A))**

23 33. Plaintiff incorporates by reference paragraphs 1 - 32 of this Complaint as if fully set
24 forth herein.

25 34. Labor Code § 204(a) provides in part, "[a]ll wages, other than those mentioned in
26 Section 201, 201.3, 204.1, or 204.2, earned by any person in any employment are due and payable
27 twice during each calendar month, on days designated in advance by the employer as the regular
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1 paydays.”

2 35. Labor Code § 218.6 provides: “In any action brought for the nonpayment of wages,
3 the court shall award interest on all due and unpaid wages at the rate of interest specified in
4 subdivision (b) of Section 3289 of the Civil Code, which shall accrue from the date that the wages
5 were due and payable as provided in Part 1 (commencing with Section 200) of Division 2.”

6 36. Labor Code § 510(a) and IWC Wage Order No. 4-2001, § 3(A) provide that an
7 employer must compensate its employee’s work in excess of 8 hours in any workday, in excess of
8 40 hours in any workweek, and for the first 8 hours worked on the seventh consecutive day of work
9 in a workweek, at a rate of no less than 1.5 times the employee’s regular rate of pay.

10 37. Labor Code § 510(a) and IWC Wage Order No. 4-2001, § 3(A) further provide that
11 an employer must compensate its employee’s work in excess of 12 hours in any workday, and in
12 excess of 8 hours worked on the seventh consecutive day of work in a workweek, at a rate of no less
13 than 2 times the employee’s regular rate of pay.

14 38. Labor Code § 1194(a) provides in part that “any employee receiving less than the
15 legal minimum wage or the legal overtime compensation applicable to the employee is entitled to
16 recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime
17 compensation, including interest thereon, reasonable attorney’s fees, and costs of suit.”

18 39. Labor Code § 1197 provides in part that “[t]he minimum wage for employees fixed
19 by the commission or by applicable state or local law, is the minimum wage to be paid to
20 employees, and the payment of a lower wage than the minimum so fixed is unlawful.”

21 40. Plaintiff alleges upon information and belief that, pursuant to Labor Code §§ 204(a),
22 218.6, 510(a), 1194(a) and 1197 and IWC Wage Order No. 4-2001, § 3(A), Plaintiff is entitled to
23 recover damages for the nonpayment of all wages due and owing to him for all overtime hours
24 worked as alleged herein, plus interest thereon, reasonable attorney’s fees and costs of suit.

25 41. Plaintiff alleges upon information and belief that, pursuant to Labor Code §§ 204(a),
26 218.6, 510(a), 1194(a) and 1197 and IWC Wage Order No. 4-2001, § 3(A), Plaintiff is entitled to
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1 recover damages for the nonpayment of all wages due and owing to him for his hours worked off-
2 the-clock as alleged herein, plus interest thereon, reasonable attorney's fees and costs of suit.

3 **SECOND CAUSE OF ACTION**

4 **(BY PLAINTIFF AGAINST ALL DEFENDANTS FOR FAILURE TO FURNISH**
5 **ACCURATE ITEMIZED WAGE STATEMENTS IN VIOLATION OF CALIFORNIA**
6 **LABOR CODE § 226(A))**

7 42. Plaintiff incorporates by reference paragraphs 1 - 41 of this Complaint as if fully set
8 forth herein.

9 43. Labor Code § 226(a) provides in part:

10 "An employer, semimonthly or at the time of each payment of wages, shall
11 furnish to his or her employee, either as a detachable part of the check, draft, or
12 voucher paying the employee's wage, or separately if wages are paid by personal
13 check or cash, an accurate itemized statement in writing showing (1) gross wages
14 earned, (2) total hours worked by the employee, except as provided in subdivision
15 (j), (3) the number of piece-rate units earned and any applicable piece rate if the
16 employee is paid on a piece-rate basis, (4) all deductions, provided that all
17 deductions made on written orders of the employee may be aggregated and shown
18 as one item, (5) net wages earned, (6) the inclusive dates of the period for which
19 the employee is paid, (7) the name of the employee and only the last four digits of
20 his or her social security number or an employee identification number other than
21 a social security number, (8) the name and address of the legal entity that is the
22 employer and, if the employer is a farm labor contractor, as defined in subdivision
23 (b) of Section 1682, the name and address of the legal entity that secured the
24 services of the employer, and (9) all applicable hourly rates in effect during the
25 pay period and the corresponding number of hours worked at each hourly rate by
26 the employee[.]"

27 44. IWC Wage Order No. 4-2001, § 7(A) provides in part:

28 "Every employer shall keep accurate information with respect to each employee
including the following: . . .

(3) Time records showing when the employee begins and ends each work period.
Meal periods, split shift intervals and total daily hours worked shall also be
recorded. . .

(4) Total wages paid each payroll period[.] . . .

(5) Total hours worked in the payroll period and applicable rates of pay. This
information shall be made readily available to the employee upon reasonable
request.

1 45. During Plaintiff's employment by SGSSI, SGSSI regularly failed to provide him
2 with itemized written statements in accordance with Labor Code § 226(a) and IWC Wage Order
3 No. 4-2001, § 7.

4 46. During Plaintiff's employment by SGSSI, SGSSI knowingly and intentionally failed
5 to comply with the aforementioned requirements of Labor Code § 226(a) and IWC Wage Order No.
6 4-2001, § 7 with regard to his wage statements.

7 47. During Plaintiff's employment by SGSSI, SGSSI failed to provide him with accurate
8 and complete information as required by any one or more of items (1) to (9), inclusive, of
9 subdivision (a) of Labor Code § 226.

10 48. During Plaintiff's employment by SGSSI, he could not promptly and easily
11 determine from the wage statements alone, *inter alia*, the gross and net wages earned by him during
12 the pay period.

13 49. Plaintiff has suffered injury as a result of SGSSI's knowing and intentional failures
14 to comply with Labor Code § 226(a) and IWC Wage Order No. 4-2001, § 7.

15 50. Pursuant to Labor Code § 226(e), Plaintiff suffered injury as a result of SGSSI's
16 knowing and intentional failures to comply with Labor Code § 226(a) as alleged herein and,
17 therefore, he is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the
18 initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each
19 violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars
20 (\$4,000).

21 51. Pursuant to Labor Code § 226(h), Plaintiff is entitled to injunctive relief to ensure
22 SGSSI'S compliance with Labor Code § 226.

23 52. Pursuant to Labor Code § 226(e) and (h), Plaintiff is also entitled to an award of
24 costs and reasonable attorneys' fees.

25 **THIRD CAUSE OF ACTION**

26 **(BY PLAINTIFF AGAINST ALL DEFENDANTS FOR VIOLATIONS OF CALIFORNIA**

27 **LABOR CODE §§ 201-203)**

53. Plaintiff incorporates by reference paragraphs 1 - 52 of this Complaint as if fully set forth herein.

54. Labor Code § 201(a) requires payment of all wages due and owing to the employee on the same date the employer terminates the employee's employment.

55. Labor Code § 202(a) requires payment of all wages due and owing to the employee no later than 72 hours after the employee quits his employment.

56. Under Labor Code § 203(a), if an employer willfully fails to pay in accordance with Labor Code §§ 201 or 202 any wages of an employee who is discharged or who quits, the employee's wages shall continue as a penalty from the due date thereof at the same rate until paid for a period of up to 30 days from the time they were due.

57. Plaintiff did not have a written contract of employment with SGSSI for a definite period.

58. SGSSI terminated Plaintiff's employment on or about June 6, 2025.

59. To date, SGSSI has willfully failed to pay Plaintiff the full amount of wages which were due and payable to him when it terminated his employment.

60. SGSSI's willful failures to pay wages to Plaintiff violate Labor Code § 203 because SGSSI knew or should have known wages were due and owing to him but failed to pay such wages. As a result of SGSSI's willful failures to pay Plaintiff as described herein, he is entitled to recovery under Labor Code § 203(a).

SIXTH CAUSE OF ACTION

(BY PLAINTIFF, AS REPRESENTATIVE OF THE STATE OF CALIFORNIA ON
BEHALF OF HIMSELF AND ALL AGGRIEVED EMPLOYEES, AGAINST
ALL DEFENDANTS FOR PAGA PENALTIES UNDER
CALIFORNIA LABOR CODE § 2698 ET SEQ.

61. Plaintiff, as representative of the State of California on behalf of himself as an aggrieved employee of SGSSI, incorporates by reference paragraphs 1 - 60 of this Complaint as if fully set forth herein.

62. Labor Code § 558(a) provides:

Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter [i.e., Labor Code §§ 500-558] or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows:

(1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages.

(2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages.

(3) Wages recovered pursuant to this section shall be paid to the affected employee.

63. Labor Code § 2699 provides:

(a) Notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of the employee and other current or former employees against whom a violation of the same provision was committed pursuant to the procedures specified in Section 2699.3.

(b) For purposes of this part, “person” has the same meaning as defined in Section 18.

(c) (1) For purposes of this part, “aggrieved employee” means any person who was employed by the alleged violator and personally suffered each of the violations alleged during the period prescribed under Section 340 of the Code of Civil Procedure, except that for purposes of actions brought pursuant to paragraph (2), “aggrieved employee” means any person who was employed by the alleged violator against whom one or more of the alleged violations was committed within the period prescribed under Section 340 of the Code of Civil Procedure.

(2) Notwithstanding paragraph (1), a nonprofit legal aid organization that has obtained Section 501(c)(3) tax-exempt status, is a qualified legal services project or qualified support center, as defined in Section 6213 of the Business and Professions Code, and has served as counsel of record in civil actions under this part for at least five years prior to January 1, 2025, may file a civil action pursuant to this part as counsel of record for an aggrieved employee on behalf of the employee and one or more current or former employees against whom one or more of the alleged violations was committed. Nothing in this provision establishes standing for the nonprofit legal aid organization as a party in the civil action.

(d) (1) For purposes of subdivisions (c) and (f) of Section 2699.3, and except for

1 violations of subdivision (a) of Section 226, "cure" means that the employer
2 corrects the violation alleged by the aggrieved employee, is in compliance with
3 the underlying statutes specified in the notice required by this part, and each
4 aggrieved employee is made whole. An employee who is owed wages is made
5 whole when the employee has received an amount sufficient to recover any owed
6 unpaid wages due under the underlying statutes specified in the notice dating back
7 three years from the date of the notice, plus 7 percent interest, any liquidated
8 damages as required by statute, and reasonable lodestar attorney's fees and costs
to be determined by the agency or the court. In case of a dispute over the amount
of unpaid wages due, nothing in this part prohibits an employer from curing the
alleged violations by paying amounts sufficient to cover any unpaid wages that
the agency or court determine could reasonably be owed to the aggrieved
employees based on the violations alleged in notice.

9 (2) (A) A violation of paragraph (8) of subdivision (a) of Section 226 shall be
10 considered cured only upon a showing that the employer has provided written
11 notice of the correct information to each aggrieved employee. Such notice may be
provided in summary form but shall identify correct information for each pay
period in which a violation occurred.

12 (B) A violation of paragraphs (1) to (7), inclusive, and (9) of subdivision (a) of
13 Section 226 shall be considered cured only upon a showing that the employer has
14 provided, at no cost to the employee, a fully compliant, itemized wage statement
15 or, if such information is customarily provided in digital form, reasonable access
16 to a digital or computer-generated record or records maintained in the ordinary
17 course of business containing the same information required on a fully compliant,
itemized wage statement, to each aggrieved employee for each pay period during
which the violation occurred during the three years prior to the date of the notice.
Nothing in this subdivision will impact any right the employee has to request
copies of employment records pursuant to Sections 226, 432, and 1198.5.

18 (e) (1) For purposes of this part, whenever the Labor and Workforce Development
19 Agency, or any of its departments, divisions, commissions, boards, agencies, or
20 employees, has discretion to assess a civil penalty or seek injunctive relief, a court
is authorized to exercise the same discretion, subject to the same limitations and
conditions, to assess a civil penalty and award injunctive relief.

21 (2) In any action by an aggrieved employee seeking recovery of a civil penalty
22 available under subdivision (a) or (f), a court may award a lesser amount than the
23 maximum civil penalty amount specified by this part, including the penalty
24 amounts in subdivisions (g) and (h), or may, notwithstanding the limitations set
25 forth in subdivisions (g) and (h) exceed the limitations set forth in those
subdivisions, if, based on the facts and circumstances of the particular case, to do
otherwise would result in an award that is unjust, arbitrary and oppressive, or
confiscatory.

26 (f) For all provisions of this code except those for which a civil penalty is
27 specifically provided, there is established a civil penalty for a violation of these
provisions, as follows:

28 (1) If, at the time of the alleged violation, the person does not employ one or more

employees, the civil penalty is five hundred dollars (\$500).

(2) If, at the time of the alleged violation, the person employs one or more employees, the civil penalty is as follows:

(A) One hundred dollars (\$100) for each aggrieved employee per pay period, except that:

(i) If, at the time of the alleged violation, the person employs one or more employees, and the alleged violation is a violation of paragraphs (1) to (7), inclusive, or paragraph (9) of subdivision (a) of Section 226, the only civil penalty applicable under this part is twenty-five dollars (\$25) for each aggrieved employee per pay period if the employee could promptly and easily determine from the wage statement alone the accurate information specified by subdivision (a) of Section 226. If the alleged violation is a violation of paragraph (8) of subdivision (a) of Section 226, the civil penalty applicable under this part for the violation is twenty-five dollars (\$25) for each aggrieved employee per pay period if the employee would not be confused or misled about the correct identity of their employer or, if their employer is a farm labor contractor, the legal entity that secured the services of that employer. This subdivision does not apply if the employer has failed to provide an itemized payroll statement during any of the pay periods at issue.

(ii) The civil penalty is fifty (\$50) for each aggrieved employee per pay period if the alleged violation resulted from an isolated, nonrecurring event that did not extend beyond the lesser of 30 consecutive days or four consecutive pay periods.

(B) The civil penalty is two hundred dollars (\$200) for each aggrieved employee per pay period if either of the following are met:

(i) Within the five years preceding the alleged violation, the agency or any court issued a finding or determination to the employer that its policy or practice giving rise to the violation was unlawful.

(ii) The court determines that the employer's conduct giving rise to the violation was malicious, fraudulent, or oppressive.

(3) If the alleged violation is a failure to act by the Labor and Workforce Development Agency, or any of its departments, divisions, commissions, boards, agencies, or employees, there shall be no civil penalty.

(g) (1) In any civil action under this part for an alleged violation of this code, if, prior to receiving the notice of violation required by Section 2699.3, or prior to receiving a request for records pursuant to Section 226, 432, or 1198.5 from the aggrieved employee or the employee's counsel, the person alleged to have committed the noticed violation has taken all reasonable steps to be in compliance with all provisions identified in the notice, the civil penalty that may be recovered in a civil action pursuant to this part shall not be more than 15 percent of the penalty sought under subdivision (a) or (f).

(2) For purposes of paragraph (1), "all reasonable steps" may include, but are not limited to, any of the following: conducted periodic payroll audits and took action in response to the results of the audit, disseminated lawful written policies, trained supervisors on applicable Labor Code and wage order compliance, or took appropriate corrective action with regard to supervisors. Whether the employer's conduct was reasonable shall be evaluated by the totality of the circumstances and

1 take into consideration the size and resources available to the employer, and the
2 nature, severity and duration of the alleged violations. The existence of a
3 violation, despite the steps taken, is insufficient to establish that an employer
4 failed to take all reasonable steps.

(3) Paragraph (1) does not apply if the civil penalty recovered is recovered
pursuant to subparagraph (B) of paragraph (2) of subdivision (f).

5 (h) (1) In any civil action under this part for an alleged violation of this code, if
6 within 60 days after receiving the notice of violation required by Section 2699.3,
7 the person alleged to have committed the noticed violation has taken all
8 reasonable steps to prospectively be in compliance with all provisions identified
9 in the notice, the civil penalty that may be recovered in a civil action under this
10 part shall not be more than 30 percent of the penalty sought under subdivision (a)
11 or (f).

(2) For purposes of paragraph (1), "all reasonable steps" may include, but are not
12 limited to, taking an action to initiate any of the following: conduct an audit of the
13 alleged violations and take action in response to the results of the audit,
14 disseminate lawful written policies as to the alleged violations, train supervisors
15 on applicable Labor Code and wage order compliance, or take appropriate
16 corrective action with regard to supervisors. Whether the employer's conduct was
reasonable shall be evaluated by the totality of the circumstances and take into
consideration the size and resources available to the employer, and the nature,
severity and duration of the alleged violations. The existence of a violation,
despite the steps taken, is insufficient to establish that an employer failed to take
all reasonable steps.

(3) Paragraph (1) does not apply if the civil penalty recovered is recovered
pursuant to subparagraph (B) of paragraph (2) of subdivision (f).

17 (i) An aggrieved employee shall not collect a civil penalty for any violation of
18 Sections 201, 202, 203, of the Labor Code, or for a violation of Section 204 that is
19 neither willful or intentional, or a violation of Section 226 that is neither knowing
20 or intentional nor a failure to provide a wage statement, that is in addition to the
21 civil penalty collected by that aggrieved employee for the underlying unpaid wage
22 violation. Nothing in this part or in paragraph (2) of subdivision (e) shall prevent
a court, in awarding a civil penalty, from reducing the penalty for any alleged
violation if the same conduct or omission resulted in multiple violations of this
code.

23 (j) An employer who satisfies subdivision (g) or (h) and cures a violation shall not
24 be required to pay a civil penalty for that violation. An employer who cures a
25 violation of subdivision (a) of Section 226 as set forth above shall not be required
26 to pay a civil penalty for that violation. Any other employer shall pay a civil
penalty of no more than fifteen dollars (\$15) per employee per pay period for the
statute of limitations set forth in Section 340 of the Code of Civil Procedure for
any violations that the employer cures.

27 (k) (1) Except as provided in paragraph (2), an aggrieved employee may recover
28

1 the civil penalty described in subdivision (f) and may be awarded injunctive relief
2 in a civil action pursuant to the procedures specified in Section 2699.3 filed on
3 behalf of the employee and other current or former employees against whom a
4 violation of the same provision was committed. Any employee who prevails in
5 any action shall be entitled to an award of reasonable attorney's fees and costs,
6 including any filing fee paid pursuant to subparagraph (B) of paragraph (1) of
7 subdivision (a) or subparagraph (B) of paragraph (1) of subdivision (c) of Section
8 2699.3. Nothing in this part shall operate to limit an employee's right to pursue or
9 recover other remedies available under state or federal law, either separately or
10 concurrently with an action taken under this part.

11 (2) No action shall be brought under this part for any violation of a posting,
12 notice, agency reporting, or filing requirement of this code, except if the filing or
13 reporting requirement involves mandatory payroll or workplace injury reporting.

14 (l) No action may be brought under this section by an aggrieved employee if the
15 agency or any of its departments, divisions, commissions, boards, agencies, or
16 employees, on the same facts and theories, cites a person within the timeframes
17 set forth in Section 2699.3 for a violation of the same section or sections of the
18 Labor Code under which the aggrieved employee is attempting to recover a civil
19 penalty on behalf of the employee or others or initiates a proceeding pursuant to
20 Section 98.3.

21 (m) Except as provided in subdivision (n), civil penalties recovered by aggrieved
22 employees shall be distributed as follows: 65 percent to the Labor and Workforce
23 Development Agency for enforcement of labor laws, including the administration
24 of this part, and for education of employers and employees about their rights and
25 responsibilities under this code, to be continuously appropriated to supplement
26 and not supplant the funding to the agency for those purposes; and 35 percent to
27 the aggrieved employees.

28 (n) Civil penalties recovered under paragraph (1) of subdivision (f) shall be
distributed to the Labor and Workforce Development Agency for enforcement of
labor laws, including the administration of this part, and for education of
employers and employees about their rights and responsibilities under this code,
to be continuously appropriated to supplement and not supplant the funding to the
agency for those purposes.

(o) For purposes of this section, the penalty recovered pursuant to this part shall
be reduced by one-half if the employees' regular pay period is weekly rather than
biweekly or semimonthly.

(p) The superior court may limit the evidence to be presented at trial or otherwise
limit the scope of any claim filed pursuant to this part to ensure that the claim can
be effectively tried.

(q) Nothing in this part shall prevent a court from consolidating or coordinating
civil actions filed pursuant to this part alleging legally or factually overlapping

violations against the same employer.

(r) Nothing contained in this part is intended to alter or otherwise affect the exclusive remedy provided by the workers' compensation provisions of this code for liability against an employer for the compensation for any injury to or death of an employee arising out of and in the course of employment.

(s) (1) For cases filed on or after July 1, 2016, the aggrieved employee or representative shall, within 10 days following commencement of a civil action pursuant to this part, provide the Labor and Workforce Development Agency with a file-stamped copy of the complaint that includes the case number assigned by the court.

(2) The superior court shall review and approve any settlement of any civil action filed pursuant to this part. The proposed settlement shall be submitted to the agency at the same time that it is submitted to the court.

(3) A copy of the superior court's judgment in any civil action filed pursuant to this part and any other order in that action that either provides for or denies an award of civil penalties under this code shall be submitted to the agency within 10 days after entry of the judgment or order.

(4) Items required to be submitted to the Labor and Workforce Development Agency under this subdivision or to the Division of Occupational Safety and Health pursuant to paragraph (4) of subdivision (b) of Section 2699.3, shall be transmitted online through the same system established for the filing of notices and requests under subdivisions (a) and (c) of Section 2699.3.

(t) This section shall not apply to the recovery of administrative and civil penalties in connection with the workers' compensation law as contained in Division 1 (commencing with Section 50) and Division 4 (commencing with Section 3200), including, but not limited to, Sections 129.5 and 132a.

(u) The agency or any of its departments, divisions, commissions, boards, or agencies may promulgate regulations to implement the provisions of this part.

(v) (1) Except as provided in paragraph (2), the amendments made to this section by the act adding this subdivision shall apply to a civil action brought on or after June 19, 2024.

(2) The amendments made to this section by the act adding this subdivision shall not apply to a civil action with respect to which the notice required by subparagraph (A) of paragraph (1) of subdivision (a), paragraph (1) of subdivision (b), or subparagraph (A) of paragraph (1) of subdivision (c) of Section 2699.3 was filed before June 19, 2024.

64. Pursuant to Labor Code § 2699(a), Plaintiff, as representative of the State of California on behalf of himself as an aggrieved employee of SGSSI, seeks recovery of all applicable civil penalties.

1 65. Pursuant to Labor Code § 2699(f)(2), Plaintiff, as representative of the State of
2 California on behalf of himself as an aggrieved employee of SGSSI, seeks recovery of all applicable
3 civil penalties.

4 66. Pursuant to Labor Code § 2699(k)(1), Plaintiff seeks recovery of reasonable
5 attorney's fees and costs.

6 67. Labor Code § 2699.3(a) provides:

7 A civil action by an aggrieved employee pursuant to subdivision (a) or (f) of
8 Section 2699 alleging a violation of any provision listed in Section 2699.5 shall
commence only after the following requirements have been met:

9 (1) (A) The aggrieved employee or representative shall give written notice by
10 online filing with the Labor and Workforce Development Agency and by certified
mail to the employer of the specific provisions of this code alleged to have been
violated, including the facts and theories to support the alleged violation.

11 (B) A notice filed with the Labor and Workforce Development Agency pursuant
12 to subparagraph (A) and any employer response to that notice shall be
accompanied by a filing fee of seventy-five dollars (\$75). The fees required by
13 this subparagraph are subject to waiver in accordance with the requirements of
Sections 68632 and 68633 of the Government Code.

14 (C) The fees paid pursuant to subparagraph (B) shall be paid into the Labor and
15 Workforce Development Fund and used for the purposes specified in subdivision
(n) of Section 2699.

16 (2) (A) The agency shall notify the employer and the aggrieved employee or
17 representative by certified mail that it does not intend to investigate the alleged
violation within 60 calendar days of the postmark date of the notice received
18 pursuant to paragraph (1). Upon receipt of that notice or if no notice is provided
within 65 calendar days of the postmark date of the notice given pursuant to
19 paragraph (1), the aggrieved employee may commence a civil action pursuant to
Section 2699.

20 (B) If the agency intends to investigate the alleged violation, it shall notify the
21 employer and the aggrieved employee or representative by certified mail of its
decision within 65 calendar days of the postmark date of the notice received
22 pursuant to paragraph (1). Within 120 calendar days of that decision, the agency
may investigate the alleged violation and issue any appropriate citation. If the
23 agency determines that no citation will be issued, it shall notify the employer and
aggrieved employee of that decision within five business days thereof by certified
24 mail. Upon receipt of that notice or if no citation is issued by the agency within
the time limits prescribed by subparagraph (A) and this subparagraph or if the
25 agency fails to provide timely or any notification, the aggrieved employee may
commence a civil action pursuant to Section 2699.

26 (C) Notwithstanding any other provision of law, a plaintiff may as a matter of
27 right amend an existing complaint to add a cause of action arising under this part
at any time within 60 days of the time periods specified in this part.

1 68. In this representative action, Plaintiff, as representative of the State of California on
2 behalf of himself as an aggrieved employee of SGSSI, alleges violations of certain provisions listed
3 in Section 2699.5 (e.g., Labor Code §§ 201, 202, 203 and 204). Accordingly, to that extent, Labor
4 Code § 2699.3(a) applies to this action.

5 69. Labor Code § 2699.3(b) provides in part: “A civil action by an aggrieved employee
6 pursuant to subdivision (a) or (f) of Section 2699 alleging a violation of any provision of Division 5
7 (commencing with Section 6300) other than those listed in Section 2699.5 shall commence only
8 after the following requirements have been met . . .”

9 70. In this representative action, Plaintiff, as representative of the State of California on
10 behalf of himself as an aggrieved employee of SGSSI, does not allege any violation of any
11 provision of Division 5 (commencing with Section 6300). Accordingly, Labor Code § 2699.3(b)
12 does not apply to this action.

13 71. Labor Code § 2699.3(c) provides:

14 A civil action by an aggrieved employee pursuant to subdivision (a) or (f) of
15 Section 2699 alleging a violation of any provision other than those listed in
16 Section 2699.5 or Division 5 (commencing with Section 6300) shall commence
only after the following requirements have been met:

17 (1) (A) The aggrieved employee or representative shall give written notice by
18 online filing with the Labor and Workforce Development Agency and by certified
mail to the employer of the specific provisions of this code alleged to have been
violated, including the facts and theories to support the alleged violation.

19 (B) A notice filed with the Labor and Workforce Development Agency pursuant
20 to subparagraph (A) and any employer response to that notice shall be
21 accompanied by a filing fee of seventy-five dollars (\$75). The fees required by
this subparagraph are subject to waiver in accordance with the requirements of
Sections 68632 and 68633 of the Government Code.

22 (C) The fees paid pursuant to subparagraph (B) shall be paid into the Labor and
23 Workforce Development Fund and used for the purposes specified in subdivision
(n) of Section 2699.

24 (D) If the employer is not eligible for the processes in paragraphs (2) or (3) or
25 chooses not to utilize those processes, the agency shall notify the employer and
26 the aggrieved employee or representative by certified mail that it does not intend
27 to investigate the alleged violation within 60 calendar days of the postmark date
of the notice received pursuant to paragraph (1). Upon receipt of that notice or if
no notice is provided within 65 calendar days of the postmark date of the notice
given pursuant to subparagraph (A), the aggrieved employee may commence a
civil action pursuant to Section 2699.

28 (E) If the agency intends to investigate the alleged violation, it shall notify the

1 employer and the aggrieved employee or representative by certified mail of its
2 decision within 65 calendar days of the postmark date of the notice received
3 pursuant to subparagraph (A). Within 120 calendar days of that decision, the
4 agency may investigate the alleged violation and issue any appropriate citation. If
5 the agency determines that no citation will be issued, it shall notify the employer
6 and aggrieved employee of that decision within five business days thereof by
7 certified mail. Upon receipt of that notice or if no citation is issued by the agency
8 within the time limits prescribed by subparagraph (D) and this subparagraph or if
9 the agency fails to provide timely or any notification, the aggrieved employee
10 may commence a civil action pursuant to Section 2699.

11 (2) (A) Within 33 days of receipt of the notice sent by the aggrieved employee or
12 representative, an employer that employed fewer than 100 employees in total
13 during the period covered by the notice may submit to the agency a confidential
14 proposal to cure one or more of the alleged violations. The employer shall specify
15 which of the alleged violations it proposes to cure.

16 (B) If the cure is facially sufficient or if a conference is necessary to determine if
17 a sufficient cure is possible, then within 14 days after receipt of the employer's
18 proposal, the agency may set a conference with the parties, to be conducted no
19 more than 30 days thereafter, to determine whether the proposed cure is sufficient,
20 what additional information may be necessary to evaluate the sufficiency of the
21 cure, and the deadline agreed upon by the parties for the employer to complete the
22 cure. If the cure includes the payment of unpaid wages, the agency shall also
23 determine at the conference whether to request the employer pay the proposed
24 cure amount, including any wages and liquidated damages due and 7 percent
25 interest, into escrow or shall provide such other form of security as the agency
26 deems suitable. Any such conference may be electronic, telephonic, or in person.
27 If the agency determines that the cure is not facially sufficient or does not act
28 upon the employer's cure proposal, the employee may proceed with a civil action
under this part after 65 calendar days from sending the notice required by this
subdivision, unless this time is extended by the agency, provided that such time
shall not be extended to more than 120 calendar days after notice is sent.
However, the employer shall be entitled to file a request for a stay and early
evaluation conference as set forth in subdivision (f).

(C) On or before the agreed upon deadline to cure, but no more than 45 days after
the conference, the employer shall complete the cure and provide a sworn
notification to the employee and agency that the cure is completed, accompanied
by a payroll audit and check register if the violation involves a payment
obligation. This notification shall also include any information the parties deemed
necessary to determine the sufficiency of the cure. The agency shall verify
whether the cure is complete within 20 days of receiving the employer's
notification. If the agency review procedure under this section extends beyond the
65-day period set forth in this section, the statute of limitation on the alleged
violations shall remain tolled until that procedure has been completed.

(D) If the agency preliminarily determines that the alleged violation has been
cured, it shall notify the aggrieved employee and, if requested by the aggrieved
employee, shall set a hearing within 30 days of such determination. The agency
shall issue an order no more than 20 days after the hearing providing a

determination whether the cure is adequate and the reasons for its determination. If the agency determines that the alleged violation has been cured, the aggrieved employee may not proceed with a civil action. If the aggrieved employee disagrees with the cure determination, the aggrieved employee may appeal that determination to the superior court. Any amounts paid by the employer to the aggrieved employees exclusive of penalties under this section to cure the alleged violation shall be offset against any judgment later entered with respect to that violation, if the superior court concludes the agency abused its discretion in finding that the employer's cure was adequate.

(E) No cure or proposal to cure pursuant to this paragraph may be deemed an admission of liability by the employer that submitted the proposed cure. Any cure proposal shall be deemed a confidential settlement proposal subject to Section 1152 of the Evidence Code.

(F) Nothing in this paragraph prohibits an employer from independently remedying any violations or prevents the parties from agreeing to their own mediation process.

(3) If the only alleged violation the employer seeks to cure is a violation of Section 226, the following procedure shall apply:

(A) The employer may cure the alleged violation within 33 calendar days of the postmark date of the notice sent by the aggrieved employee or representative. The employer shall give written notice within that period of time by certified mail to the aggrieved employee or representative and by online filing with the agency if the alleged violation is cured, including a description of actions taken, and no civil action pursuant to Section 2699 may commence. If the alleged violation is not cured within the 33-day period, the employee may commence a civil action pursuant to Section 2699.

(B) If the aggrieved employee disputes that the alleged violation of Section 226 has been cured, the aggrieved employee or representative shall provide written notice by online filing with the agency and by certified mail to the employer, including specified grounds to support that dispute, to the employer and the agency. Within 17 calendar days of the receipt of that notice, the agency shall review the actions taken by the employer to cure the alleged violation, and provide written notice of its decision by certified mail to the aggrieved employee and the employer. The agency may grant the employer three additional business days to cure the alleged violation. If the agency determines that the alleged violation has not been cured or if the agency fails to provide timely or any notification, the employee may proceed with the civil action pursuant to Section 2699. If the agency determines that the alleged violation has been cured, but the employee still disagrees, the employee may appeal that determination to the superior court.

72. In this representative action, Plaintiff, as representative of the State of California on behalf of himself as an aggrieved employee of SGSSI, alleges violations of certain provisions not listed in Section 2699.5 or Division 5 (commencing with Section 6300) (e.g., Labor Code §§ 226, 226.8, 510, 1194 and 1197). Accordingly, to that extent, Labor Code § 2699.3(c) applies to this

1 action.

2 73. Contemporaneous with the filing of this Complaint and in accordance with Labor
3 Code § 2699.3, subds. (a)(1) and (c)(1), Plaintiff's counsel gave written notice by online filing with
4 the LWDA as well as by certified mail to the LWDA and Defendants of the specific provisions of
5 the Labor Code alleged to have been violated, including the facts and theories to support the alleged
6 violations. True and correct copies of such notices are attached hereto as **Group Exhibit 1** and
7 incorporated herein by reference.

8 74. Labor Code § 2699.3(a)(2)(A) provides: "The agency shall notify the employer and
9 the aggrieved employee or representative by certified mail that it does not intend to investigate the
10 alleged violation within 60 calendar days of the postmark date of the notice received pursuant to
11 paragraph (1). Upon receipt of that notice or if no notice is provided within 65 calendar days of the
12 postmark date of the notice given pursuant to paragraph (1), the aggrieved employee may
13 commence a civil action pursuant to Section 2699."

14 75. Labor Code § 2699.3(c)(1)(D) provides: "If the employer is not eligible for the
15 processes in paragraphs (2) or (3) or chooses not to utilize those processes, the agency shall notify
16 the employer and the aggrieved employee or representative by certified mail that it does not intend
17 to investigate the alleged violation within 60 calendar days of the postmark date of the notice
18 received pursuant to paragraph (1). Upon receipt of that notice or if no notice is provided within 65
19 calendar days of the postmark date of the notice given pursuant to subparagraph (A), the aggrieved
20 employee may commence a civil action pursuant to Section 2699."

21 76. After receiving notification from the LWDA that it does not intend to investigate the
22 alleged violations, or after 65 days of the postmark date of giving notice to the LWDA if no
23 response has been received from the LWDA, Plaintiff will amend this Complaint (or, if necessary,
24 seek leave to amend this Complaint) to allege exhaustion of the notice requirements and
25 administrative remedies as required by Labor Code § 2699, standing and capacity to sue as a
26 representative of the State of California.

27 77. Plaintiff is entitled to recover, as representative of the State of California on behalf of
28

1 himself as an aggrieved employee of SGSSI, the maximum civil penalties permitted by the PAGA,
2 Labor Code § 2698 et seq., for: (a) Defendants' willful misclassification of Plaintiff as an
3 independent contractor in violation of Labor Code § 226.8; (b) Defendants' failures to pay all wages
4 due and owing in violation of Labor Code §§ 204(a), 218.6, 510(a), 1194(a) and 1197 and IWC
5 Wage Order No. 4-2001, § 3(A); (c) Defendants' failures to furnish accurate itemized wage
6 statements in violation of Labor Code § 226(a); and (d) Defendants' failures to timely pay all wages
7 due upon termination of employment in violation of Labor Code §§ 201-203.

8 78. Plaintiff, as representative of the State of California on behalf of himself as an
9 aggrieved employee of SGSSI, is entitled to recover any and all penalties for each and every
10 violation of the Labor Code in an amount according to proof, as to those penalties that are otherwise
11 only available in public agency enforcement actions. By this Cause of Action, Plaintiff, as
12 representative of the State of California on behalf of himself as an aggrieved employee of SGSSI,
13 seeks to recover any and all such penalties.

14 **PRAYER FOR RELIEF**

15 WHEREFORE, Plaintiff, individually and as representative of the State of California on
16 behalf of himself as an aggrieved employee of SGSSI, requests the following relief:

17 A. As to the First Cause of Action, Plaintiff requests that the Court enter an Order
18 against all Defendants for: (a) all wages which Plaintiff is entitled to recover under Labor Code §§
19 204(a), 218.6, 510(a), 1194(a) and 1197 and IWC Wage Order No. 4-2001, § 3(A) according to
20 proof, plus interest thereon; (b) reasonable attorney's fees and costs; and (c) any other and further
21 relief that the Court considers proper;

22 B. As to the Second Cause of Action, Plaintiff requests that the Court enter an Order
23 against all Defendants for: (a) all compensatory damages which Plaintiff is entitled to recover for
24 Defendants' failures to furnish accurate itemized wage statements under Labor Code § 226(a) and
25 IWC Wage Order No. 4-2001, § 7(A); (b) reasonable attorney's fees and costs; and (c) any other
26 and further relief that the Court considers proper;

27 C. As to the Third Cause of Action, Plaintiff requests that the Court enter an Order
28

1 against all Defendants for: (a) all compensatory damages which Plaintiff is entitled to recover for
2 Defendants' failures to timely pay all wages due upon termination of his employment in violation of
3 Labor Code §§ 201-203; (b) reasonable attorney's fees and costs; and (c) any other and further
4 relief that the Court considers proper;

5 D. As to the Fourth Cause of Action after Plaintiff files (or, if necessary, obtains leave
6 to file) an Amended Complaint alleging exhaustion of the administrative remedies as required by
7 Labor Code § 2699, Plaintiff will request that the Court enter an Order against all Defendants for:
8 (a) the maximum civil penalties permitted by PAGA for [i] Defendants' willful misclassification of
9 Plaintiff as an independent contractor in violation of Labor Code § 226.8(a)(1), [ii] Defendants'
10 failures to pay all overtime wages due and owing in violation of Labor Code §§ 204(a), 218.6,
11 510(a), 1194(a) and 1197 and IWC Wage Order No. 4-2001, § 3(A), [iii] Defendants' failures to
12 furnish accurate itemized wage statements in violation of Labor Code § 226(a), and [iv]
13 Defendants' failures to timely pay all wages due upon termination of employment in violation of
14 Labor Code §§ 201-203; (b) reasonable attorney's fees and costs; and (c) any other and further
15 relief that the Court considers proper;

16 E. That the Court award Plaintiff his costs and expenses, as well as reasonable
17 attorneys' fees, in prosecuting this action;

18 F. That the Court award Plaintiff pre-judgment and post-judgment interest; and

19 G. That the Court award Plaintiff such further relief as the Court deems just and
20 appropriate.

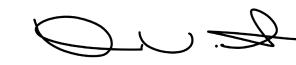
21 **JURY DEMAND**

22 WHEREFORE, Plaintiff, individually and as representative of the State of California on
23 behalf of himself as an aggrieved employee of SGSSI, demands trial by jury on all issues so triable
24 as a matter of right.

25 Dated: July 7, 2025

LAW OFFICES OF DANIEL V. SANTIAGO, P.C.

26 By:



27 Daniel V. Santiago, Esq.

GROUP EXHIBIT 1

Thank you for submission of your PAGA Case.

noreply@salesforce.com on behalf of LWDA DO NOT
REPLY<lwdadonotreply@dir.ca.gov>

dvs@dvslawoffices.com

7/7/2025

LWDA Case No. LWDA-CM-1109974-25

Law Firm : Law Offices of Daniel V. Santiago, P.C.

Plaintiff Name : Quan M. Doan

Employer: Secure Guard Security Services, Inc.

Filing Fee : \$75.00

IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

Please note that a PAGA Notice is not a complaint within the meaning of Division 5 (Labor Code §§6300 et seq.). To file a complaint about workplace safety and health hazards with Cal/OSHA, please visit: <https://www.dir.ca.gov/dosh/complaint.htm>

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

Law Offices of Daniel V. Santiago, P.C.
355 South Grand Avenue, Suite 2450
Los Angeles, California 90071
Phone: (760) 652-9801
E-mail: dvs@dvslawoffices.com

July 7, 2025

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED

State of California Labor and Workforce Development Agency
Attention: PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, California 94102

Homeyra Hamidi (Registered Agent of
Secure Guard Security Services, Inc.)
18001 Sky Park Circle, Suite J
Irvine, California 92614
E-mail: info@secureguardservices.com

Re: *Quan M. Doan, individually and as representative of the State of California on behalf of himself as an aggrieved employee of Secure Guard Security Services, Inc.v. Secure Guard Security Services, Inc.*
LWDA Case No. TBD
Orange County Superior Court, Case No. TBD

New PAGA Claim Notice

Dear Sir or Madam:

I represent Quan M. Doan, a former employee of Secure Guard Security Services, Inc. ("SGSSI"). Mr. Doan has retained me to try to resolve his individual wage-and-hour claims against SGSSI as well as his representative action claims against SGSSI for civil penalties under the Private Attorneys General Act ("PAGA"), California Labor Code ("Labor Code") § 2698 et seq., on behalf of himself as an aggrieved employee of SGSSI.

In accordance with Labor Code § 2699.3(a)(1), this correspondence provides written notice to the State of California Labor and Workforce Development Agency ("LWDA") and SGSSI of, *inter alia*, the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violations. Please note that, in accordance with Labor Code § 2699.3(a)(1), the information contained in this correspondence has been submitted to the LWDA via online filing with the LWDA.

I. SUMMARY OF MR. DOAN'S CLAIMS

As indicated in the enclosed Complaint that is being filed in the Orange County Superior Court (a copy of which is enclosed herein and incorporated herein by reference) contemporaneously with the submission of this New PAGA Claim Notice, Mr. Doan's claims arise from the following unlawful employment practices: (a) SGSSI's willful, voluntary and knowing misclassification of him as an independent contractor in violation of Labor Code § 226.8(a)(1); (b) SGSSI's failures to pay him any overtime wages for all overtime hours worked in violation of Labor Code §§ 204(a), 218.6, 510(a), 1194(a) and 1197 and IWC Wage Order No. 4-2001, § 3(A); (c) SGSSI's failures to furnish accurate itemized wage statements in violation of Labor Code § 226(a); and (d) SGSSI's ongoing failure to pay him all wages due and owing upon termination of his employment in violation of Labor Code §§ 201-203. Additional facts and authorities supporting Mr. Doan's claims are summarized below.

A. Background of Mr. Doan's Employment By SGSSI

SGSSI provides a range of private security guards services to its clients throughout Southern California. Those clients include, *inter alia*, Ducommun Aerostructures located at 1885 N. Batavia St., Orange, California 92865. Mr. Doan provided security guard services at / for Ducommun Aerostructures throughout his employment by SGSSI during the time period of August 7, 2024, to June 6, 2025. SGSSI terminated his employment on June 6, 2025, without good cause.

Mr. Doan earned a regular rate of pay of \$17 per hour throughout his employment by SGSSI (despite SGSSI's timekeeping records that incorrectly reflect he earned \$18 per hour during a substantial portion of his employment by SGSSI). In addition, SGSSI paid him on a bi-weekly basis throughout his employment by SGSSI.

B. SGSSI's Willful Misclassification of Mr. Doan as an Independent Contractor

At all times during Mr. Doan's employment by SGSSI, he was a non-exempt employee under the Labor Code and IWC Wage Order No. 4-2001; he was not free from the control and direction of SGSSI in connection with the performance of his work for SGSSI; he did not perform work for SGSSI that was outside the usual course of SGSSI's business; and he was not customarily engaged in an independently established trade, occupation, or business of the same nature as the work performed for SGSSI.

Mr. Doan alleges upon information and belief that, throughout his employment by SGSSI, SGSSI willfully, voluntarily and knowingly misclassified him as an independent contractor in violation of Labor Code 226.8(a)(1).¹ Mr. Doan further alleges upon information and belief that SGSSI did so in order to avoid its obligations, *inter alia*, to pay him overtime wages in accordance with Labor Code § 510(a) and IWC Wage Order No. 4-2001, § 3(A).

¹ Labor Code § 226.8(a) provides in part: "It is unlawful for any person or employer to engage in any of the following activities: (1) Willful misclassification of an individual as an independent contractor." Labor Code § 226.8(i)(4) provides: "'Willful misclassification' means avoiding employee status for an individual by voluntarily and knowingly misclassifying that individual as an independent contractor."

C. Unpaid Overtime Wages

Throughout Mr. Doan's employment by SGSSI, he regularly worked overtime hours by working in excess of 8 hours per day, in excess of 40 hours per week, and seven consecutive days in a workweek. His overtime hours are reflected in SGSSI's timekeeping records summarized below.

SGSSI's timekeeping records reflect that Mr. Doan worked the following hours during the 18 bi-weekly pay periods beginning September 30, 2024, and ending June 8, 2025²:

Bi-Weekly Pay Period	Total Hours Worked	1.5X Overtime Hours Worked (Unpaid Overtime Wages)	2X Overtime Hours Worked (Unpaid Overtime Wages)	Total Unpaid Overtime Wages
August 5 - 18, 2024	TBD (see footnote 2)	TBD (see footnote 2)	TBD (see footnote 2)	At least \$380.38 (see footnote 2)
August 19 - September 1, 2024	TBD (see footnote 2)	TBD (see footnote 2)	TBD (see footnote 2)	At least \$380.38 (see footnote 2)
September 2 - 15, 2024	TBD (see footnote 2)	TBD (see footnote 2)	TBD (see footnote 2)	At least \$380.38 (see footnote 2)
September 16 - 29, 2024	TBD (see footnote 2)	TBD (see footnote 2)	TBD (see footnote 2)	At least \$380.38 (see footnote 2)
September 30 - October 13, 2024	135.57 hours 9/30: 8 10/1: 8 10/2: 8 10/3: 8 10/4: 8 10/5: 8 10/6: 12 10/7: 8 10/8: 8 10/9: 8 10/10: 8 10/11: 8 10/12: 8 10/13: 15	20 (\$170) 16 (\$136)	0 3 (\$51)	\$357
October 14 - 27, 2024	146.02 hours			\$552.50

² Currently, Mr. Doan does not have access to SGSSI's timekeeping records reflecting his hours worked during the initial 4 bi-weekly pay periods beginning August 5, 2024, and ending September 29, 2024. However, Mr. Doan's independent recollection is that he worked at least as many hours during those bi-weekly pay periods as he worked during the subsequent 4 bi-weekly pay periods beginning September 30, 2024, and ending November 24, 2024. As indicated below, Mr. Doan's average unpaid overtime wages during the subsequent 4 bi-weekly pay periods beginning September 30, 2024, and ending November 24, 2024, was \$380.38.

	10/14: 12.5 10/15: 12 10/16: 12 10/17: 12 10/18: 12 10/19: 12 10/20: 12 10/21: 8 10/22: 8 10/23: 8 10/24: 8 10/25: 8 10/26: 12 10/27: 12	36 (\$306) 20 (\$170)	0.5 (\$8.50) 4 (\$68)	
October 28 – November 10, 2024	72 hours 10/28: 8 10/29: 8 10/30: 8 10/31: 8 11/1: 0 11/2: 0 11/3: 0 11/4: 8 11/5: 8 11/6: 8 11/7: 8 11/8: 8 11/9: 0 11/10: 0	 0 0 	 0 0 	\$0
November 11 – 24, 2024	136.24 hours 11/11: 8 11/12: 8 11/13: 8 11/14: 12 11/15: 8 11/16: 12 11/17: 12 11/18: 8 11/19: 8 11/20: 8 11/21: 12 11/22: 8 11/23: 12 11/24: 12	 28 (\$238) 28 (\$238) 	 4 (\$68) 4 (\$68) 	\$612
November 25 –	104 hours			\$238

December 8, 2024	11/25: 8 11/26: 8 11/27: 8 11/28: 8 11/29: 8 11/30: 0 12/1: 0 12/2: 8 12/3: 8 12/4: 8 12/5: 8 12/6: 8 12/7: 12 12/8: 12	0 20 (\$170)	0 4 (\$68)	
December 9 – 22, 2024	116.23 hours 12/9: 8 12/10: 8 12/11: 8 12/12: 8 12/13: 8 12/14: 0 12/15: 0 12/16: 0 12/17: 12 12/18: 12 12/19: 16 12/20: 12 12/21: 12 12/22: 12	0 48 (\$408)	0 4 (\$68)	\$476
December 23, 2024 – January 5, 2025	142.88 hours 12/23: 10.66 12/24: 12 12/25: 12 12/26: 8 12/27: 8 12/28: 14.75 12/29: 12 12/30: 8 12/31: 12 1/1: 12.63 1/2: 8.25 1/3: 0 1/4: 12.5 1/5: 12	41.32 (\$351.22) 32.88 (\$279.48)	6.75 (\$114.75) 1.13 (\$19.21)	\$764.66
January 6 – 19, 2025	76.64 hours 1/6: 8 1/7: 8.72	 17.02 (\$144.67)	 3.5 (\$59.50)	\$274.21

	2/21: 8 2/22: 8 2/23: 12 2/24: 8 2/25: 8.03 2/26: 8 2/27: 8 2/28: 8 3/1: 8 3/2: 8	16.03 (\$136.26)	0	
March 3 – 16, 2025	64 hours 3/3: 8 3/4: 0 3/5: 0 3/6: 0 3/7: 0 3/8: 0 3/9: 0 3/10: 8 3/11: 8 3/12: 8 3/13: 8 3/14: 8 3/15: 8 3/16: 8	0 16 (\$136)	0 16 (\$272)	\$408
March 17 – 30, 2025	80.08 hours 3/17: 8 3/18: 8 3/19: 8 3/20: 8 3/21: 8 3/22: 0 3/23: 0 3/24: 8 3/25: 8 3/26: 8 3/27: 8.08 3/28: 8 3/29: 0 3/30: 0	0 0.08 (\$0.68)	0 0	\$0.68
March 31 – April 13, 2025	81.12 hours 3/31: 8 4/1: 8 4/2: 8.1 4/3: 8	0.1 (\$0.85)	0	\$9.52

	4/4: 8 4/5: 0 4/6: 0 4/7: 8 4/8: 8 4/9: 8 4/10: 8 4/11: 9.02 4/12: 0 4/13: 0	1.02 (\$8.67)	0	
April 14 – 27, 2025	72 hours 4/14: 0 4/15: 8 4/16: 8 4/17: 8 4/18: 8 4/19: 0 4/20: 0 4/21: 8 4/22: 8 4/23: 8 4/24: 8 4/25: 8 4/26: 0 4/27: 0	0 0	0 0	\$0
April 28 – May 11, 2025	64 hours 4/28: 8 4/29: 8 4/30: 8 5/1: 8 5/2: 8 5/3: 0 5/4: 0 5/5: 8 5/6: 8 5/7: 8 5/8: 0 5/9: 0 5/10: 0 5/11: 0	0 0	0 0	\$0
May 12 – 25, 2025	56.02 hours 5/12: 0 5/13: 8 5/14: 8 5/15: 8 5/16: 0 5/17: 0	0	0	\$0.17

	5/18: 0 5/19: 0 5/20: 8 5/21: 8.02 5/22: 8 5/23: 8 5/24: 0 5/25: 0	0.02 (\$0.17)	0	
May 26 – June 8, 2025	65 hours 5/26: 0 5/27: 8 5/28: 8 5/29: 8 5/30: 8 5/31: 0 6/1: 0 6/2: 0 6/3: 8 6/4: 8 6/5: 9 6/6: 8 (last day of work)	0 1 (\$8.50)	0 0	\$8.50
Total				At least \$6,079.52

D. Mr. Doan's Remaining Claims

Mr. Doan's remaining claims are derivative of his claims that SGSSI willfully misclassified him as an independent contractor in violation of Labor Code § 226.8(a)(1) and failed to pay him any overtime wages for his overtime hours worked in violation of Labor Code §§ 204(a), 218.6, 510(a), 1194(a) and 1197 and IWC Wage Order No. 4-2001, § 3(A). Those remaining claims include: SGSSI's failures to furnish accurate itemized wage statements in violation of Labor Code § 226(a) (the Second Cause of Action in the Complaint); SGSSI's ongoing failure to pay him all wages due and owing upon termination of his employment in violation of Labor Code §§ 201-203 (the Third Cause of Action in the Complaint); and civil penalties under the PAGA, Labor Code § 2698 et seq., on behalf of himself as an aggrieved employee of SGSSI (the Fourth Cause of Action in the Complaint)³.

³ As alleged in 77 of the Complaint, "[Mr. Doan] is entitled to recover, as representative of the State of California on behalf of himself as an aggrieved employee of SGSSI, the maximum civil penalties permitted by the PAGA, Labor Code § 2698 et seq., for: (a) Defendants' willful misclassification of Plaintiff as an independent contractor in violation of Labor Code § 226.8; (b) Defendants' failures to pay all wages due and owing in violation of Labor Code §§ 204(a), 218.6, 510(a), 1194(a) and 1197 and IWC Wage Order No. 4-2001, § 3(A); (c) Defendants' failures to furnish accurate itemized wage statements in violation of Labor Code § 226(a); and (d) Defendants' failures to timely pay all wages due upon termination of employment in violation of Labor Code §§ 201-203."

II. MR. DOAN'S REPRESENTATIVE ACTION COMPLAINT

As discussed above, a copy of Mr. Doan's Complaint that is being filed in the Orange County Superior Court contemporaneously with the submission of this New PAGA Claim Notice is enclosed herein and incorporated herein by reference.

Labor Code § 2699.3(a) provides in part:

(2)(A) The agency [i.e., LWDA] shall notify the employer and the aggrieved employee or representative by certified mail that it does not intend to investigate the alleged violation within 60 calendar days of the postmark date of the notice received pursuant to paragraph (1). Upon receipt of that notice or if no notice is provided within 65 calendar days of the postmark date of the notice given pursuant to paragraph (1), the aggrieved employee may commence a civil action pursuant to Section 2699.

In addition, Labor Code § 2699.3(c)(1) provides in part:

(D) If the employer is not eligible for the processes in paragraphs (2) or (3) or chooses not to utilize those processes, the agency shall notify the employer and the aggrieved employee or representative by certified mail that it does not intend to investigate the alleged violation within 60 calendar days of the postmark date of the notice received pursuant to paragraph (1). Upon receipt of that notice or if no notice is provided within 65 calendar days of the postmark date of the notice given pursuant to subparagraph (A), the aggrieved employee may commence a civil action pursuant to Section 2699.

(E) If the agency intends to investigate the alleged violation, it shall notify the employer and the aggrieved employee or representative by certified mail of its decision within 65 calendar days of the postmark date of the notice received pursuant to subparagraph (A). Within 120 calendar days of that decision, the agency may investigate the alleged violation and issue any appropriate citation. If the agency determines that no citation will be issued, it shall notify the employer and aggrieved employee of that decision within five business days thereof by certified mail. Upon receipt of that notice or if no citation is issued by the agency within the time limits prescribed by subparagraph (D) and this subparagraph or if the agency fails to provide timely or any notification, the aggrieved employee may commence a civil action pursuant to Section 2699.

Please be advised that, after receiving notification from the LWDA that it does not intend to investigate the alleged violations described in the enclosed Complaint, or after 65 days of the postmark date of giving notice to the LWDA if no response has been received from the LWDA, Mr. Doan will have exhausted the administrative remedies as required by Labor Code § 2699 and, therefore, he will have standing and capacity to sue as a representative of the State of California on behalf of himself as an aggrieved employee of SGSSI. Thereafter, Mr. Doan plans to file (or, if necessary, seek leave to file) an Amended Complaint in the Orange County Superior Court and therein expressly allege exhaustion of the administrative remedies as required by Labor Code §

2699, standing and capacity to sue as a representative of the State of California on behalf of himself as an aggrieved employee of SGSSI.

Thank you for your prompt attention to this matter.

LAW OFFICES OF DANIEL V. SANTIAGO, P.C.

By:  _____
Daniel V. Santiago, Esq.