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ELECTRONICALLY FILED
Superior Court of California
County of Sacramento
10/16/2025
By: E. Leon Barrientos Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO

KYLEE GARCIA and JESSERINA
TOVES, individually, and on behalf of
other members of the general public
similarly situated, and as aggrieved
employees pursuant to the Private Attorneys
General Act ("PAGA"),

Plaintiffs,

vs.

PLATINUM SECURITY, INC., a
California corporation; and DOES 1
through 10, inclusive,

Defendants.

Case No.: 25CV017634

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

- (1) Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 (Failure to Provide Meal Periods);
- (2) Violation of California Labor Code §§ 226.7, 516, and 1198 (Failure to Authorize and Permit Rest Periods);
- (3) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (4) Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 (Unpaid Minimum Wages);
- (5) Violation of California Labor Code §§ 226(a), 1174(d), and 1198 (Non-Compliant Wage Statements and Failure to Maintain Payroll Records);
- (6) Violation of California Labor Code §§ 201 and 202 (Wages Not Timely Paid Upon Termination);
- (7) Violation of California Labor Code § 204 (Failure to Timely Pay Wages During Employment);
- (8) Violation of California Labor Code § 2802 (Unreimbursed Business Expenses);
- (9) Civil Penalties for Violations of California Labor Code, Pursuant to PAGA, §§ 2698, *et seq.*

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- (10) Violation of California Business & Professions Code §§ 17200, *et seq.* (Unlawful Business Practices); and
- (11) Violation of California Business & Professions Code §§ 17200, *et seq.* (Unfair Business Practices)

Jury Trial Demanded

1 Plaintiffs Kylee Garcia and Jesserina Toves, individually and on behalf of all other
2 members of the public similarly situated, and as aggrieved employees and on behalf of all
3 aggrieved employees, allege as follows:

4 JURISDICTION AND VENUE

5 1. This class action is brought pursuant to California Code of Civil Procedure
6 section 382 and California Labor Code sections 2698, *et seq.* (“PAGA”) to recover civil
7 penalties and any other available relief on behalf of Plaintiff, the State of California, and other
8 current and former employees who worked for Defendants in California as non-exempt,
9 commissions paid and/or hourly paid employees and received at least one wage statement and
10 against whom one or more violations of any provision in Division 2 Part 2 Chapter 1 of the
11 Labor Code or any provision regulating hours and days of work in the applicable Industrial
12 Welfare Commission (“IWC”) Wage Order were committed, as set forth in this complaint.
13 The monetary damages, penalties, and restitution sought by Plaintiffs exceed the minimal
14 jurisdiction limits of the Superior Court and will be established according to proof at trial.
15 This Court has jurisdiction over this action pursuant to the California Constitution, Article VI,
16 section 10. The statutes under which this action is brought do not specify any other basis for
17 jurisdiction. Plaintiffs’ share of damages, penalties, and other relief sought in this action does
18 not exceed \$75,000.

19 2. This Court has jurisdiction over Defendants because Defendants are either
20 citizens of California, have sufficient minimum contacts in California, or otherwise
21 intentionally avail themselves of the California market so as to render the exercise of
22 jurisdiction over them by the California courts consistent with traditional notions of fair play
23 and substantial justice. There is no basis for federal diversity jurisdiction in this action
24 because there is no complete diversity, and this case falls within the statutory exceptions to
25 “minimal diversity” jurisdiction under the Class Action Fairness Act, 28 U.S.C. § 1332(d)(4).
26 Upon information and belief, two-thirds or more of the class members and Defendants are
27 citizens of California and/or (a) two-thirds of the class members and Defendants are citizens
28 of California; (b) the alleged wage and hour violations occurred in California; (c) significant

1 relief is being sought against Defendants whose violations of California wage and hour laws
2 form a significant basis for Plaintiffs' claims; and (d) no other class action has been filed
3 within the past three (3) years on behalf of the same proposed class against Defendants
4 asserting the same or similar factual allegations.

5 3. Venue is proper in this Court because Defendants employ persons in this
6 county, and employed Plaintiff Toves in this county, and thus a substantial portion of the
7 transactions and occurrences related to this action occurred in this county.

8 **THE PARTIES**

9 4. Plaintiff Kylee Garcia ("Plaintiff Garcia") is a resident of Santee, in San Diego
10 County, California. Defendants employed Plaintiff Garcia as an hourly paid, non-exempt
11 employee from approximately February 2025 to May 2025. Plaintiff Garcia worked as a
12 Security Officer/Unarmed Security Guard for Defendants at one of their client's sites, the
13 State of California Department of Motor Vehicles' field office in Poway, California (located
14 at 13461 Community Road, Poway, California). During her employment, Plaintiff Garcia
15 typically worked eight (8) to ten (10) hours or more per day, and five (5) days per week. At
16 the time Plaintiff Garcia's employment with Defendants ended, she was compensated
17 approximately \$17.50 per hour. Plaintiff Garcia's primary job duties included, without
18 limitation, patrolling client premises, completing incident reports, and providing customer
19 service.

20 5. Plaintiff Jesserina Toves ("Plaintiff Toves") is a resident of Sacramento, in
21 Sacramento County, California. Defendants employed Plaintiff Toves as an hourly paid, non-
22 exempt employee from approximately October 2024 to April 2025. Plaintiff Toves worked as
23 a Security Officer for Defendants at one of their client's sites, the State of California
24 Department of Human Resources' office in Sacramento, California (located at 1810 16th
25 Street, Sacramento, California 95811). During her employment, Plaintiff Toves typically
26 worked seven (7) hours or more per day, and five (5) days or more per week. At the time
27 Plaintiff Toves's employment with Defendants ended, she was compensated approximately
28 \$17.10 per hour. Plaintiff Toves's primary job duties included, without limitation, patrolling

1 premises, checking in and issuing badges for visitors, monitoring surroundings, and
2 completing incident reports.

3 6. PLATINUM SECURITY, INC. was and is, upon information and belief, a
4 California corporation, and at all times hereinafter mentioned, an employer whose employees
5 are engaged throughout this county and the State of California.

6 7. Plaintiffs are unaware of the true names or capacities of the Defendants sued
7 herein under the fictitious names DOES 1 through 10, but will seek leave of this Court to
8 amend the complaint and serve such fictitiously named Defendants once their names and
9 capacities become known.

10 8. Plaintiffs are informed and believe, and thereon allege, that DOES 1 through 10
11 were the partners, agents, owners, or managers of PLATINUM SECURITY, INC. at all
12 relevant times.

13 9. Plaintiffs are informed and believe, and thereon allege, that each and all of the
14 acts and omissions alleged herein was performed by, or is attributable to, PLATINUM
15 SECURITY, INC. and/or DOES 1 through 10 (collectively, “Defendants” or “PLATINUM”),
16 each acting as the agent, employee, alter ego, and/or joint venturer of, or working in concert
17 with, each of the other co-Defendants and was acting within the course and scope of such
18 agency, employment, joint venture, or concerted activity with legal authority to act on the
19 others’ behalf. The acts of any and all Defendants were in accordance with, and represent, the
20 official policy of Defendants.

21 10. At all relevant times, Defendants, and each of them, ratified each and every act
22 or omission complained of herein. At all relevant times, Defendants, and each of them, aided
23 and abetted the acts and omissions of each and all the other Defendants in proximately causing
24 the damages herein alleged.

25 11. Plaintiffs are informed and believe, and thereon allege, that each of said
26 Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts,
27 omissions, occurrences, and transactions alleged herein.

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GENERAL ALLEGATIONS

12. Defendants are a security services and investigations company providing armed and unarmed uniformed officer, loss prevention, access control, and bicycle and foot patrol services in the commercial, retail, residential, and governmental industries, with six (6) branch locations across California. Upon information and belief, Defendants maintain a single, centralized Human Resources (“HR”) department at their company headquarters in Los Angeles, California, which is responsible for the recruiting and hiring of new employees, and communicating and implementing Defendants’ company-wide policies, including timekeeping policies and meal and rest period policies, to employees throughout California.

13. In particular, Plaintiffs and class members, on information and belief, received the same standardized documents and/or written policies. Upon information and belief, the usage of standardized documents and/or written policies, including new-hire documents, indicate that Defendants dictated policies at the corporate level and implemented them company-wide, regardless of their employees’ assigned locations or positions. Upon information and belief, Defendants set forth uniform policies and procedures in several documents provided at an employee’s time of hire.

14. Upon information and belief, Defendants maintain a centralized Payroll department at their company headquarters in Los Angeles, California, which processes payroll for all non-exempt, hourly paid employees working for Defendants at their various locations and jobsites in California, including Plaintiffs and class members. Based upon information and belief, Defendants issue the same formatted wage statements to all non-exempt, hourly paid employees in California, irrespective of their work locations. Upon information and belief, Defendants process payroll for departing employees in the same manner throughout the State of California, regardless of the manner in which each employee’s employment ends.

15. Defendants continue to employ non-exempt or hourly paid employees in California.

16. Plaintiffs are informed and believe, and thereon allege, that at all times herein mentioned, Defendants were advised by skilled lawyers and other professionals, employees

1 and advisors knowledgeable about California labor and wage law, employment and personnel
2 practices, and about the requirements of California law.

3 17. Plaintiffs are informed and believe, and thereon allege, that Plaintiffs and class
4 members were not paid for all hours worked because all hours worked were not recorded.

5 18. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
6 should have known that Plaintiffs and class members were entitled to meal periods in
7 accordance with the California Labor Code and applicable IWC Wage Order or payment of
8 one (1) additional hour of pay at their regular rates of pay when they were not provided with
9 timely, uninterrupted, thirty (30) minute meal periods and that Plaintiffs and class members
10 were not provided with all meal periods or payment of one (1) additional hour of pay at their
11 regular rates of pay when they did not receive a timely, uninterrupted, thirty (30) minute meal
12 period.

13 19. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
14 should have known that Plaintiffs and class members were entitled to rest periods in
15 accordance with the California Labor Code and applicable IWC Wage Order or payment of
16 one (1) additional hour of pay at their regular rates of pay when they were not authorized and
17 permitted to take a compliant rest period. In violation of the Labor Code, Plaintiffs and class
18 members were not authorized and permitted to take compliant rest periods, nor did Defendants
19 provide Plaintiffs and class members with payment of one (1) additional hour of pay at their
20 regular rates of pay when they were not authorized and permitted to take a compliant rest
21 period.

22 20. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
23 should have known that Plaintiffs and class members were entitled to receive certain wages
24 for overtime compensation and that they were not receiving certain wages for overtime
25 compensation.

26 21. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
27 should have known that Plaintiffs and class members were entitled to receive at least
28 minimum wages for compensation and that they were not receiving at least minimum wages

1 for work that was required to be done off-the-clock. In violation of the California Labor
2 Code, Plaintiffs and class members were not paid at least minimum wages for work done off-
3 the-clock.

4 22. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
5 should have known that Plaintiffs and class members were entitled to receive complete and
6 accurate wage statements in accordance with California law. In violation of the California
7 Labor Code, Plaintiffs and class members were not provided complete and accurate wage
8 statements.

9 23. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
10 should have known that they had a duty to maintain accurate and complete payroll records in
11 accordance with the California Labor Code and applicable IWC Wage Order, but willfully,
12 knowingly, and intentionally failed to do so.

13 24. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
14 should have known that Plaintiffs and class members were entitled to timely payment of all
15 wages earned upon termination of employment. In violation of the California Labor Code,
16 Plaintiffs and class members did not receive payment of all wages due, including, but not
17 limited to, overtime wages, minimum wages, and/or meal and rest period premiums, within
18 permissible time periods.

19 25. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
20 should have known that Plaintiffs and class members were entitled to timely payment of
21 wages during their employment. In violation of the California Labor Code, Plaintiffs and
22 class members did not receive payment of all wages, including, but not limited to, overtime
23 wages, minimum wages, and/or meal and rest period premiums, within permissible time
24 periods.

25 26. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
26 should have known that Plaintiffs and class members were entitled to receive full
27 reimbursement for all business-related expenses and costs they incurred during the course and
28 scope of their employment and that they did not receive full reimbursement of applicable

1 business-related expenses and costs incurred.

2 27. Plaintiffs are informed and believe, and thereon allege, that at all times herein
3 mentioned, Defendants knew or should have known that Defendants had a duty to provide
4 Plaintiffs and class members with written notice of the material terms of their employment
5 with Defendants as required by the California Wage Theft Prevention Act, but failed to do so.

6 28. Plaintiffs are informed and believe, and thereon allege, that at all times herein
7 mentioned, Defendants knew or should have known that they had a duty to compensate
8 Plaintiffs and class members for all hours worked, and that Defendants had the financial
9 ability to pay such compensation, but willfully, knowingly, and intentionally failed to do so,
10 and falsely represented to Plaintiffs and class members that they were properly denied wages,
11 all in order to increase Defendants' profits.

12 **PAGA REPRESENTATIVE ALLEGATIONS**

13 29. At all times herein set forth, PAGA provides that any provision of law under
14 the Labor Code and applicable IWC Wage Order that provides for a civil penalty to be
15 assessed and collected by the Labor and Workforce Development Agency ("LWDA") for
16 violations of the California Labor Code and applicable IWC Wage Order may, as an
17 alternative, be recovered by aggrieved employees in a civil action brought on behalf of
18 themselves and other current or former employees pursuant to procedures outlined in
19 California Labor Code section 2699.3.

20 30. PAGA defines an "aggrieved employee" in Labor Code section 2699(c)(1) as
21 "any person who was employed by the alleged violator and personally suffered each of the
22 violations alleged."

23 31. Plaintiffs and other current and former employees of Defendants are "aggrieved
24 employees" as defined by Labor Code section 2699(c)(1) in that they are all Defendants'
25 current or former employees and each of the alleged violations were committed against them.

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

- 1 (a) The aggrieved employee or representative shall give written notice by
2 online filing with the LWDA and by certified mail to the employer of
3 the specific provisions of the California Labor Code alleged to have
4 been violated, including the facts and theories to support the alleged
5 violation.
- 6 (b) An aggrieved employee's notice filed with the LWDA pursuant to
7 2699.3(a) and any employer response to that notice shall be
8 accompanied by a filing fee of seventy-five dollars (\$75).
- 9 (c) The LWDA shall notify the employer and the aggrieved employee or
10 representative by certified mail that it does not intend to investigate the
11 alleged violation ("LWDA Notice") within sixty (60) calendar days of
12 the postmark date of the aggrieved employee's notice. Upon receipt of
13 the LWDA Notice, or if no LWDA Notice is provided within sixty-five
14 (65) calendar days of the postmark date of the aggrieved employee's
15 notice, the aggrieved employee may commence a civil action pursuant
16 to California Labor Code section 2699 to recover civil penalties.

17 33. Pursuant to California Labor Code sections 2699.3(c), aggrieved employees,
18 through Plaintiffs, may pursue a civil action arising under PAGA for violations of any
19 provision other than those listed in Section 2699.5 after the following requirements have been
20 met:

- 21 (a) The aggrieved employee or representative shall give written notice by
22 online filing with the LWDA and by certified mail to the employer of
23 the specific provisions of the California Labor Code alleged to have
24 been violated (other than those listed in Section 2699.5), including the
25 facts and theories to support the alleged violation.
- 26 (b) An aggrieved employee's notice filed with the LWDA pursuant to
27 2699.3(c) and any employer response to that notice shall be
28 accompanied by a filing fee of seventy-five dollars (\$75).

1 (c) The employer may cure the alleged violation within thirty-three (33)
2 calendar days of the postmark date of the notice sent by the aggrieved
3 employee or representative. The employer shall give written notice
4 within that period of time by certified mail to the aggrieved employee or
5 representative and by online filing with the LWDA if the alleged
6 violation is cured, including a description of actions taken, and no civil
7 action pursuant to Section 2699 may commence. If the alleged violation
8 is not cured within the 33-day period, the aggrieved employee may
9 commence a civil action pursuant to Section 2699.

10 34. On August 11, 2025, Plaintiff Garcia provided written notice by online filing to
11 the LWDA and by Certified Mail to Defendants of the specific provisions of the California
12 Labor Code alleged to have been violated, including facts and theories to support the alleged
13 violations, in accordance with California Labor Code section 2699.3. Plaintiff Garcia's
14 written notice was accompanied with the applicable filing fee of seventy-five dollars (\$75).
15 The LWDA PAGA Administrator confirmed receipt of Plaintiff Garcia's written notice and
16 assigned Plaintiff Garcia PAGA Case Number LWDA-CM-1117903-25. A true and correct
17 copy of Plaintiff Garcia's written notice to the LWDA and Defendants is attached hereto as
18 "Exhibit 1."

19 35. On August 11, 2025, Plaintiff Toves provided written notice by online filing to
20 the LWDA and by Certified Mail to Defendants of the specific provisions of the California
21 Labor Code alleged to have been violated, including facts and theories to support the alleged
22 violations, in accordance with California Labor Code section 2699.3. Plaintiff Toves's written
23 notice was accompanied with the applicable filing fee of seventy-five dollars (\$75). The
24 LWDA PAGA Administrator confirmed receipt of Plaintiff Toves's written notice and
25 assigned Plaintiff Toves PAGA Case Number LWDA-CM-1117904-25. A true and correct
26 copy of Plaintiff's Toves's written notice to the LWDA and Defendants is attached hereto as
27 "Exhibit 2."

28 36. As of the filing date of this complaint, over 65 days have passed since Plaintiffs

1 sent the notices described above to the LWDA, and the LWDA has not responded that it
2 intends to investigate Plaintiffs' claims and Defendants have not cured the violations.

3 37. Thus, Plaintiffs have satisfied the administrative prerequisites under California
4 Labor Code sections 2699.3(a) and 2699.3(c) to recover civil penalties against Defendants for
5 violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516,
6 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5.

7 38. Labor Code section 558(a) provides "[a]ny employer or other person acting on
8 behalf of an employer who violates, or causes to be violated, a section of this chapter or any
9 provision regulating hours and days of work in any order of the Industrial Welfare
10 Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty
11 dollars (\$50) for each underpaid employee for each pay period for which the employee was
12 underpaid (2) For each subsequent violation, one hundred dollars (\$100) for each
13 underpaid employee for each pay period for which the employee was underpaid" Labor
14 Code section 558(c) provides "[t]he civil penalties provided for in this section are in addition
15 to any other civil or criminal penalty provided by law."

16 39. Defendants, at all times relevant to this complaint, were employers or persons
17 acting on behalf of an employer(s) who violated Plaintiffs' and other aggrieved employees'
18 rights by violating various sections of the California Labor Code as set forth above.

19 40. As set forth below, Defendants have violated numerous provisions of both the
20 Labor Code sections regulating hours and days of work as well as the applicable IWC Wage
21 Order.

22 41. Pursuant to PAGA, and in particular, California Labor Code sections 1194.5,
23 2699(a), 2699(k), 2699.3(a), 2699.3(c), 2699.5, and section 558, Plaintiffs, acting in the public
24 interest as private attorneys general, seek assessment and collection of civil penalties and
25 injunctive relief for themselves, all other aggrieved employees, and the State of California
26 against Defendants for violations of California Labor Code sections 201, 202, 204, 226(a),
27 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5.

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CLASS ACTION ALLEGATIONS

42. Plaintiffs bring this action on their own behalf, as well as on behalf of each and all other persons similarly situated, and thus seek class certification under California Code of Civil Procedure section 382.

43. All claims alleged herein arise under California law for which Plaintiffs seek relief authorized by California law.

44. Plaintiffs' proposed class consists of and is defined as follows:

All persons who worked for Defendants as non-exempt, hourly paid employees in California, within four years prior to the filing of the initial complaint until the date of trial ("Class").

45. Plaintiffs' proposed subclass consists of and is defined as follows:

All persons who worked for Defendants as non-exempt, hourly paid employees in California and who received at least one wage statement within one (1) year prior to the filing of the initial complaint until the date of trial ("Subclass").

46. Members of the Class and Subclass are referred to herein as "class members."

47. Plaintiffs reserve the right to redefine the Class and Subclass and to add additional subclasses as appropriate based on further investigation, discovery, and specific theories of liability.

48. There are common questions of law and fact as to class members that predominate over questions affecting only individual members, including, but not limited to:

- (a) Whether Defendants failed to provide Plaintiffs and class members meal periods;
- (b) Whether Defendants failed to authorize and permit Plaintiffs and class members to take rest periods;
- (c) Whether Defendants required Plaintiffs and class members to work over eight (8) hours per day, over twelve (12) hours per day, or over forty (40) hours per week and failed to pay all legally required overtime compensation to Plaintiffs and class members;
- (d) Whether Defendants failed to pay Plaintiffs and class members at least

- 1 minimum wages for all hours worked;
- 2 (e) Whether Defendants provided Plaintiffs and class members with
- 3 complete and accurate wage statements as required by California Labor
- 4 Code section 226(a);
- 5 (f) Whether Defendants maintained accurate payroll records as required by
- 6 California Labor Code section 1174(d);
- 7 (g) Whether Defendants failed to pay earned overtime wages, minimum
- 8 wages, and/or meal and rest period premiums due to Plaintiffs and class
- 9 members upon their discharge;
- 10 (h) Whether Defendants failed timely to pay overtime wages, minimum
- 11 wages, and/or meal and rest period premiums due to Plaintiffs and class
- 12 members during their employment;
- 13 (i) Whether Defendants failed to reimburse Plaintiffs and class members
- 14 for necessary and required business-related expenditures and/or losses
- 15 incurred by them in the scope of their employment;
- 16 (j) Whether Defendants failed to provide written notice of information
- 17 material to Plaintiffs' and class members' employment with Defendants;
- 18 (k) Whether Defendants engaged in unlawful and unfair business practices
- 19 in violation of California Business & Professions Code sections 17200,
- 20 *et seq.*; and
- 21 (l) The appropriate amount of damages, restitution, or monetary penalties
- 22 resulting from Defendants' violations of California law.

23 49. There is a well-defined community of interest in the litigation and the class

24 members are readily ascertainable:

- 25 (a) Numerosity: The class members are so numerous that joinder of all
- 26 members would be unfeasible and impractical. The membership of the
- 27 entire class is unknown to Plaintiffs at this time; however, the class is
- 28 estimated to be greater than one hundred (100) individuals and the

1 identity of such membership is readily ascertainable by inspection of
2 Defendants' employment records.

3 (b) Typicality: Plaintiffs are qualified to, and will, fairly and adequately
4 protect the interests of each class member with whom they have a well-
5 defined community of interest, and Plaintiffs' claims (or defenses, if
6 any) are typical of all class members as demonstrated herein.

7 (c) Adequacy: Plaintiffs are qualified to, and will, fairly and adequately
8 protect the interests of each class member with whom they have a well-
9 defined community of interest and typicality of claims, as demonstrated
10 herein. Plaintiffs acknowledge that they have an obligation to make
11 known to the Court any relationship, conflicts or differences with any
12 class member. Plaintiffs' attorneys, the proposed class counsel, are
13 versed in the rules governing class action discovery, certification, and
14 settlement. Plaintiffs have incurred, and throughout the duration of this
15 action, will continue to incur costs and attorneys' fees that have been,
16 are, and will be necessarily expended for the prosecution of this action
17 for the substantial benefit of each class member.

18 (d) Superiority: The nature of this action makes the use of class action
19 adjudication superior to other methods. A class action will achieve
20 economies of time, effort, and expense as compared with separate
21 lawsuits, and will avoid inconsistent outcomes because the same issues
22 can be adjudicated in the same manner and at the same time for the
23 entire class.

24 (e) Public Policy Considerations: Employers in the State of California
25 violate employment and labor laws every day. Current employees are
26 often afraid to assert their rights out of fear of direct or indirect
27 retaliation. Former employees are fearful of bringing actions because
28 they believe their former employers might damage their future

endeavors through negative references and/or other means. Class actions provide the class members who are not named in the complaint with a type of anonymity that allows for the vindication of their rights while simultaneously protecting their privacy.

FIRST CAUSE OF ACTION

Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198—Meal Period Violations (Against all Defendants)

50. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and every allegation set forth above.

51. At all relevant times herein set forth, California Labor Code section 512(a) provides that an employer may not require, cause, or permit an employee to work for a period of more than five (5) hours per day without providing the employee with a meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee. Under California law, first meal periods must start after no more than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012).

52. At all relevant times herein set forth, California Labor Code sections 226.7, 512(a), 516, and 1198 provide that no employer shall require an employee to work during any meal period mandated by an applicable order of the IWC.

53. At all relevant times herein set forth, Labor Code sections 226.7 and 512(a), and the applicable IWC Wage Order also require employers to provide a second meal period of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an employee one (1) additional hour of pay at the employee's regular rate, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

54. First, during the relevant period, on information and belief, Defendants had,

1 and continue to have, company-wide policies and/or practices of understaffing their jobsites
2 while assigning heavy workloads, including providing continuous jobsite monitoring.
3 Defendants' policies and/or practices resulted in a failure to provide Plaintiffs and class
4 members with adequate meal period coverage, and thus, Plaintiffs and class members were not
5 always afforded uninterrupted 30-minute meal periods during shifts when they were entitled
6 to receive a meal period. Also, Defendants systematically, and on a company-wide basis,
7 understaffed their jobsite locations, including by adopting a single-staffing model for some of
8 their jobsites, whereby only one (1) employee was scheduled to work at certain times, thereby
9 failing to provide adequate meal period coverage to permit those employees to take compliant
10 meal periods. Defendants also had a practice of failing to schedule meal periods at all, which
11 further caused Plaintiffs and class members to not be relieved of their duties for compliant
12 meal periods.

13 55. As a result, Plaintiffs and class members had to work through all or part of their
14 meal periods, had their meal periods interrupted, and/or had to wait extended periods of time
15 before taking meal periods. For example, Plaintiff Garcia's meal periods were often cut short
16 when the customer line suddenly became busy, requiring her to return to work to manage and
17 control the crowd of visitors. When she was able to take a meal period, Plaintiff Garcia
18 regularly took her meal periods late, after having worked in excess of five (5) hours into her
19 shift, only after the volume of visitors had decreased.

20 56. Second, on information and belief, in conjunction with Defendants' policy
21 and/or practice of understaffing, Defendants maintained and implemented an on-premises
22 meal period policy for employees, which mandated that Plaintiff Garcia and class members
23 remain on the work premises during meal periods. Because Plaintiff Garcia and class
24 members were restricted from leaving the premises during meal periods, they were denied the
25 ability to use their meal periods freely for their own purposes, such as running personal
26 errands. Thus, Defendants effectively maintained control over Plaintiff Garcia and class
27 members during meal periods.

28 57. Third, on information and belief, Defendants implemented a company-wide

1 policy and/or practice of automatically deducting meal periods from Plaintiffs' and class
2 members' time records, instead of allowing employees to clock in and out for meal periods.
3 As a result of this policy, Defendants falsified and deducted meal periods from Plaintiffs' and
4 class members' time records even when meal periods were missed, short, and/or interrupted.

5 58. Fourth, Defendants did not provide Plaintiffs and class members with second
6 30-minute meal periods on days that they worked in excess of ten (10) hours in one day.
7 During the relevant time period, Plaintiffs worked shifts in excess of 10 hours in one day and
8 did not take a second meal period during those shifts. Plaintiffs and class members did not
9 sign valid meal period waivers on days that they were entitled to meal periods and were not
10 relieved of all duties.

11 59. At all times herein mentioned, Defendants knew or should have known that, as
12 a result of these policies, Plaintiffs and class members were prevented from being relieved of
13 all duties and required to perform some of their assigned duties during meal periods.
14 Defendants further knew or should have known that Defendants did not pay Plaintiffs and
15 class members all meal period premiums when meal periods were late, interrupted, shortened,
16 and/or missed.

17 60. Moreover, Defendants engaged in a company-wide practice and/or policy of
18 not paying meal period premiums owed when compliant meal periods are not provided.
19 Because of this practice and/or policy, Plaintiffs and class members have not received
20 premium pay for missed, late, and interrupted meal periods. As a result, Defendants failed to
21 provide Plaintiffs and class members compliant meal periods in violation of California Labor
22 Code sections 226.7, 512(a), and 516 and failed to pay the full meal period premiums due.

23 61. Defendants' conduct violates the applicable IWC Wage Order, and California
24 Labor Code sections 226.7, 512(a), 516, and 1198. Plaintiffs and class members are therefore
25 entitled to recover from Defendants one (1) additional hour of pay at the employee's regular
26 rate of compensation for each work day that the meal period was not provided.

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1 **SECOND CAUSE OF ACTION**

2 **Violation of California Labor Code §§ 226.7, 516, and 1198—Rest Period Violations**
3 **(Against all Defendants)**

4 62. Plaintiffs incorporate by reference and re-allege as if fully stated herein each
5 and every allegation set forth above.

6 63. At all relevant times herein set forth, the applicable IWC Wage Order and
7 California Labor Code sections 226.7, 516, and 1198 were applicable to Plaintiffs' and class
8 members' employment by Defendants.

9 64. At all relevant times, the applicable IWC Wage Order provides that "[e]very
10 employer shall authorize and permit all employees to take rest periods, which insofar as
11 practicable shall be in the middle of each work period" and that the "rest period time shall be
12 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
13 hours or major fraction thereof" unless the total daily work time is less than three and one-half
14 (3 ½) hours.

15 65. At all relevant times, California Labor Code section 226.7 provides that no
16 employer shall require an employee to work during any rest period mandated by an applicable
17 order of the California IWC. To comply with its obligation to authorize and permit rest
18 periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an
19 employer must "relinquish any control over how employees spend their break time, and
20 relieve their employees of all duties—including the obligation that an employee remain on
21 call. A rest period, in short, must be a period of rest." *Augustus v. ABM Security Services,*
22 *Inc.*, 2 Cal. 5th 257, 273 (2016). Pursuant to the applicable IWC Wage Order and California
23 Labor Code section 226.7(c), Plaintiffs and class members are entitled to recover from
24 Defendants one (1) additional hour of pay at their regular rates of pay for each work day that a
25 required rest period was not authorized and permitted.

26 66. During the relevant time period, Defendants regularly failed to authorize and
27 permit Plaintiffs and class members to take a ten (10) minute rest period per each four (4)
28 hour period worked or major fraction thereof. As with meal periods, Defendants' policies

1 and/or practices, including understaffing/single-staffing and assigning heavy workloads,
2 prevented Plaintiffs and class members from being relieved of all duty in order to take
3 compliant rest periods. Defendants also failed to schedule rest periods, which, coupled with
4 Defendants' failure to provide adequate rest period coverage, further led to Plaintiffs and class
5 members not being authorized and permitted to take rest periods.

6 67. Furthermore, Defendants maintained and implemented a company-wide on-
7 premises rest period policy, which mandated that Plaintiffs and class members remain on the
8 work premises during their rest periods. Because Plaintiffs and class members were restricted
9 from leaving the premises during rest periods, they were denied the ability to use their rest
10 periods freely for their own purposes, such as running personal errands. Thus, Defendants
11 maintained control over Plaintiffs and class members during rest periods.

12 68. As a result of Defendants' practices and policies, Plaintiffs and class members
13 worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without
14 receiving all uninterrupted 10-minute rest periods to which they were entitled. For example,
15 Plaintiff Toves had to forgo her rest periods altogether due to the heavy workload and lack of
16 sufficient rest period coverage.

17 69. Defendants have also engaged in a company-wide practice and/or policy of not
18 paying rest period premiums owed when compliant rest periods are not authorized and
19 permitted. Because of this practice and/or policy, Plaintiffs and class members have not
20 received premium pay for all missed rest periods.

21 70. Defendants' conduct violates the applicable IWC Wage Order and California
22 Labor Code sections 226.7, 516, and 1198. Plaintiffs and class members are therefore entitled
23 to recover from Defendants one (1) additional hour of pay at the employee's regular rate of
24 compensation for each work day that a compliant rest period was not authorized and
25 permitted.

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1 **THIRD CAUSE OF ACTION**

2 **Violation of California Labor Code §§ 510 and 1198—Unpaid Overtime**

3 **(Against all Defendants)**

4 71. Plaintiffs incorporate by reference and re-allege as if fully stated herein each
5 and every allegation set forth above.

6 72. Labor Code section 1198 makes it illegal to employ an employee under
7 conditions of labor that are prohibited by the applicable IWC Wage Order. California Labor
8 Code section 1198 requires that “. . . the standard conditions of labor fixed by the commission
9 shall be the . . . standard conditions of labor for employees. The employment of any employee
10 . . . under conditions of labor prohibited by the order is unlawful.”

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

15 74. Specifically, the applicable IWC Wage Order provides that Defendants are and
16 were required to pay Plaintiffs and class members working more than eight (8) hours in a day
17 or more than forty (40) hours in a workweek, at the rate of time and one-half (1 ½) for all
18 hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a
19 workweek.

20 75. The applicable IWC Wage Order further provides that Defendants are and were
21 required to pay Plaintiffs and class members working more than twelve (12) hours in a day,
22 overtime compensation at a rate of two (2) times their regular rate of pay. An employee’s
23 regular rate of pay includes all remuneration for employment paid to, or on behalf of, the
24 employee, including nondiscretionary bonuses and incentive pay.

25 76. California Labor Code section 510 codifies the right to overtime compensation
26 at one and one-half (1 ½) times the regular rate of pay for hours worked in excess of eight (8)
27 hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the
28 seventh (7th) day of work, and to overtime compensation at twice the employee’s regular rate

1 of pay for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours
2 in a day on the seventh (7th) day of work.

3 77. During the relevant time period, Defendants willfully failed to pay all overtime
4 wages owed to Plaintiffs and class members. During the relevant time period, Plaintiffs and
5 class members were not paid overtime premiums for all of the hours they worked in excess of
6 eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40)
7 hours in a week, because all hours worked were not recorded.

8 78. As set forth above, Defendants' company-wide policies and/or practices of
9 understaffing and/or single-staffing their jobsites while assigning heavy workloads, including
10 providing continuous jobsite monitoring, resulted in a failure to provide Plaintiffs and class
11 members with adequate meal period coverage, and thus, Plaintiffs and class members were not
12 always afforded uninterrupted 30-minute meal periods during shifts when they were entitled
13 to receive a meal period. Moreover, as also stated, Defendants had a practice of failing to
14 schedule meal periods, which further caused Plaintiffs and class members to not be relieved of
15 their duties for compliant meal periods. For example, as stated, Plaintiff Garcia's meal
16 periods were often cut short when the customer line suddenly became busy, requiring her to
17 return to work to manage and control the crowd of visitors. Thus, Plaintiffs and class
18 members worked through their meal periods and/or had their meal periods interrupted in order
19 to complete their assigned workloads.

20 79. Further, as stated, Defendants maintained and implemented an on-premises
21 meal period policy, which mandated that Plaintiff Garcia and class members remain on the
22 work premises during their meal periods. Because Plaintiff Garcia and class members were
23 restricted from leaving the premises during meal periods, they were denied the ability to use
24 their meal periods freely for their own purposes, such as running personal errands. Thus,
25 Defendants effectively maintained control over Plaintiff Garcia and class members during
26 meal periods.

27 80. As also set forth above, during the relevant time period, on information and
28 belief, Defendants implemented a company-wide policy and/or practice of automatically

deducting meal periods from Plaintiffs' and class members' time records, instead of allowing employees to clock in and out for meal periods. As a result of this policy, Defendants deducted 30-minute meal periods from Plaintiffs' and class members' time records even when meal periods were missed, short, and/or interrupted. Thus, Defendants did not compensate Plaintiffs and class members for the time they spent working off-the-clock during unpaid meal periods.

81. Defendants knew or should have known that as a result of these company-wide practices and/or policies, Plaintiffs and class members were performing their assigned duties off-the-clock during meal periods, and were suffered or permitted to perform work for which they were not paid. Because Plaintiffs and class members worked shifts of eight (8) hours or more a day, or forty (40) hours a week or more, some of this off-the-clock work qualified for overtime premium pay. Therefore, Plaintiffs and class members were not paid overtime wages for all of the overtime hours they actually worked.

82. Defendants' failure to pay Plaintiffs and class members the balance of overtime compensation as required by California law, violates the provisions of California Labor Code sections 510 and 1198. Pursuant to California Labor Code section 1194, Plaintiffs and class members are entitled to recover from Defendants their unpaid overtime compensation, as well as interest, costs, and attorneys' fees.

FOURTH CAUSE OF ACTION

Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198—Unpaid Minimum Wages (Against all Defendants)

83. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and every allegation set forth above.

84. At all relevant times, California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 provide that the minimum wage for employees fixed by the IWC is the minimum wage to be paid to employees, and the payment of a wage less than the minimum so fixed is unlawful. Compensable work time is defined in IWC Wage Order No. 4-2001 as "the

1 time during which an employee is subject to the control of an employer, and includes all the
2 time the employee is suffered or permitted to work, whether or not required to do so.” Cal.
3 Code Regs. Tit. 8, § 11040(2)(L) (defining “Hours Worked”).

4 85. As set forth above, due to Defendants’ policies and/or practices of
5 understaffing and/or single-staffing their jobsites while assigning heavy workloads, failing to
6 schedule meal periods, and requiring employees to remain on the jobsite premises during meal
7 periods, Plaintiffs and class members were impeded from taking all uninterrupted meal
8 periods to which they were entitled and were required to work off-the-clock during meal
9 periods, have their meal periods interrupted, and/or were otherwise not relieved of all duties
10 during unpaid meal periods. Furthermore, as stated, on information and belief, Defendants
11 had a company-wide practice and/or policy of automatically deducting meal periods from
12 Plaintiffs’ and class members’ time records, even when meal periods were missed, short,
13 and/or interrupted. Thus, Defendants failed to pay Plaintiffs and class members for actual
14 hours worked during unpaid meal periods because these hours were not always correctly
15 recorded.

16 86. Defendants did not pay minimum wages for all hours worked by Plaintiffs and
17 class members. To the extent that these off-the-clock hours did not qualify for overtime
18 premium payment, Defendants did not pay at least minimum wages for those hours worked
19 off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and
20 1198.

21 87. Defendants’ failure to pay Plaintiffs and class members minimum wages
22 violates California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Pursuant to
23 California Labor Code section 1194.2, Plaintiffs and class members are entitled to recover
24 from Defendants liquidated damages in an amount equal to the wages unlawfully unpaid and
25 interest thereon.

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1 **FIFTH CAUSE OF ACTION**

2 **Violation of California Labor Code §§ 226(a), 1174(d), and 1198—Non-Compliant Wage**
3 **Statements and Failure to Maintain Accurate Payroll Records**
4 **(Against all Defendants)**

5 88. Plaintiffs incorporate by reference and re-allege as if fully stated herein each
6 and every allegation set forth above.

7 89. At all relevant times herein set forth, California Labor Code section 226(a)
8 provides that every employer shall furnish each of his or her employees an accurate and
9 complete itemized wage statement in writing, including, but not limited to, the name and
10 address of the legal entity that is the employer, the inclusive dates of the pay period, total
11 hours worked, and all applicable rates of pay.

12 90. At all relevant times, Defendants have knowingly and intentionally provided
13 Plaintiffs and Subclass members with uniform, incomplete, and inaccurate wage statements.
14 For example, Defendants issued uniform wage statements to Plaintiffs and Subclass members
15 that fail to correctly list: gross wages earned; total hours worked; net wages earned; and all
16 applicable hourly rates in effect during the pay period, including rates of pay for overtime
17 wages, and the corresponding number of hours worked at each hourly rate. Specifically,
18 Defendants violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

19 91. Because Defendants did not record the time Plaintiffs and Subclass members
20 spent working off the clock and deducted time from their records for meal periods that were
21 interrupted and/or missed (and therefore time for which they should have been paid),
22 Defendants did not list the correct amount of gross wages and net wages earned by Plaintiffs
23 and Subclass members in compliance with sections 226(a)(1) and 226(a)(5). For the same
24 reason, Defendants failed to accurately list the total number of hours worked by Plaintiffs and
25 Subclass members, in violation of section 226(a)(2), and failed to list the applicable hourly
26 rates of pay in effect during the pay period and the corresponding accurate number of hours
27 worked at each hourly rate, in violation of section 226(a)(9).

28 92. The wage statement deficiencies also include, among other things, failing to list

1 the number of piece-rate units earned and any applicable piece rate if the employee is paid on
2 a piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period
3 for which employees were paid; failing to list the name of the employee and only the last four
4 digits of his or her social security number or an employee identification number other than a
5 social security number; failing to list the name and address of the legal entity that is the
6 employer; and/or failing to state all hours worked as a result of not recording or stating the
7 hours worked off-the-clock.

8 93. California Labor Code section 1174(d) provides that “[e]very person employing
9 labor in this state shall . . . [k]eep a record showing the names and addresses of all employees
10 employed and the ages of all minors” and “[k]eep, at a central location in the state or at the
11 plants or establishments at which employees are employed, payroll records showing the hours
12 worked daily by and the wages paid to, and the number of piece-rate units earned by and any
13 applicable piece rate paid to, employees employed at the respective plants or
14 establishments” At all relevant times, and in violation of Labor Code section 1174(d),
15 Defendants willfully failed to maintain accurate payroll records for Plaintiffs and Subclass
16 members showing the daily hours they worked and the wages paid thereto as a result of failing
17 to record the off-the-clock hours that they worked.

18 94. California Labor Code section 1198 provides that the maximum hours of work
19 and the standard conditions of labor shall be those fixed by the Labor Commissioner and as
20 set forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he
21 employment of any employees for longer hours than those fixed by the order or under
22 conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC
23 Wage Order, employers are required to keep accurate time records showing when the
24 employee begins and ends each work period and meal period. During the relevant time
25 period, Defendants engaged in company-wide practices and/or policies of failing to record
26 actual hours worked (including falsifying time records by recording that compliant meal
27 periods were taken regardless if or when meal periods were actually taken), and thereby failed
28 to keep accurate records of work period start and end times for Plaintiffs and Subclass

1 members, in violation of section 1198. Also, in light of Defendants' failure to provide
2 Plaintiffs and Subclass members with second 30-minute meal periods to which they were
3 entitled, Defendants kept no records of meal start and end times for second meal periods.

4 95. Plaintiffs and Subclass members are entitled to recover from Defendants the
5 greater of their actual damages caused by Defendants' failure to comply with California Labor
6 Code section 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000) per
7 employee.

8 **SIXTH CAUSE OF ACTION**

9 **Violation of California Labor Code §§ 201 and 202—Wages Not Timely Paid Upon**

10 **Termination**

11 **(Against all Defendants)**

12 96. Plaintiffs incorporate by reference and re-allege as if fully stated herein each
13 and every allegation set forth above.

14 97. This cause of action is dependent upon, and wholly derivative of, the overtime
15 wages, minimum wages, and/or meal and rest period premiums that were not timely paid to
16 Plaintiffs and those class members no longer employed by Defendants upon their termination.

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

24 99. Defendants willfully failed to pay Plaintiffs and class members who are no
25 longer employed by Defendants the earned and unpaid wages set forth above, including but
26 not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, either
27 at the time of discharge, or within seventy-two (72) hours of their leaving Defendants'
28 employ.

100. Defendants' failure to pay Plaintiffs and class members who are no longer employed by Defendants their wages earned and unpaid at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employ, violates Labor Code sections 201 and 202. Plaintiffs and class members are therefore entitled to recover from Defendants the statutory penalty wages for each day they were not paid, at their regular rate of pay, up to a thirty (30) day maximum pursuant to California Labor Code section 203.

SEVENTH CAUSE OF ACTION

Violation of California Labor Code § 204—Failure to Timely Pay Wages During Employment (Against all Defendants)

101. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and every allegation set forth above.

102. This cause of action is dependent upon, and wholly derivative of, the overtime wages, minimum wages, and/or meal and rest period premiums that were not timely paid to Plaintiffs and class members during their employment.

103. At all times relevant herein set forth, Labor Code section 204 provides that all wages earned by any person in any employment between the first (1st) and the fifteenth (15th) days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the sixteenth (16th) and the twenty-sixth (26th) day of the month during which the labor was performed. Labor Code section 204 further provides that all wages earned by any person in any employment between the sixteenth (16th) and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the first (1st) and the tenth (10th) day of the following month.

104. At all times relevant herein, Labor Code section 204 provides that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. Alternatively, at all times relevant herein, Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of

wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period.

105. During the relevant time period, Defendants willfully failed to pay Plaintiffs and class members all wages due including, but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, within the time periods specified by California Labor Code section 204.

106. Defendants' failure to pay Plaintiffs and class members all wages due violates Labor Code section 204. Plaintiffs and class members are therefore entitled to recover from Defendants the statutory penalty wages pursuant to California Labor Code section 210.

EIGHTH CAUSE OF ACTION

Violation of California Labor Code § 2802—Unpaid Business-Related Expenses (Against all Defendants)

107. Plaintiffs incorporate and re-allege as if fully stated herein each and every allegation set forth above.

108. At all times herein set forth, California Labor Code section 2802 provides that an employer must reimburse employees for all necessary expenditures and losses incurred by the employee in the performance of his or her job. The purpose of Labor Code section 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144 (2014). The applicable wage order, IWC Wage Order No. 4-2001, provides that: "[w]hen tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft." IWC Wage Order No. 4-2001 also provides that: "[w]hen uniforms are required by the employer to be worn by the employee as a condition of employment, such uniforms shall be provided and maintained by the employer."

109. First, during the relevant time period, Defendants, on a company-wide basis,

1 required that Plaintiffs and class members use their own personal mobile devices, including,
2 but not limited to, cellular phones, and/or mobile data to carry out their job duties, but failed
3 to reimburse them for the costs of their work-related mobile device expenses. For example,
4 Defendants required Plaintiffs to download various mobile applications, such as “Celayix
5 Team Xpress” for timekeeping. As another example, Plaintiff Toves was required to use her
6 personal cell phone for calling California Highway Patrol to report incidents, and for
7 communicating with Defendants’ office in Sacramento, regarding work-related matters.
8 Although Defendants required Plaintiffs and class members to utilize their personal mobile
9 devices and/or mobile data to carry out their work-related responsibilities, Defendants failed
10 to reimburse them for this cost.

11 110. Second, during the relevant time period, Defendants required Plaintiffs and
12 class members to report to work in clean and presentable uniforms bearing the “Platinum
13 Security” company logo, including uniform shirts and jackets. However, Defendants did not
14 provide their employees with sufficient uniforms to wear for their shifts throughout the week.
15 For example, Defendants only provided Plaintiffs with three (3) shirts at the time of hire.
16 Because Defendants failed to provide their employees with an adequate number of uniforms in
17 relation to their scheduled shifts, Plaintiffs and class members were required to wash their
18 uniform items more frequently than other clothing and/or separately from their regular
19 clothing, thus incurring additional laundry expenses for the upkeep of their uniforms. Thus,
20 Defendants failed to provide and maintain uniforms they required Plaintiffs and class
21 members to wear during their shifts and forced them to incur the costs of maintaining
22 employee uniforms.

23 111. Defendants could have provided Plaintiffs and class members with the actual
24 equipment for use on the job, such as company mobile devices as well as an adequate number
25 of uniform items; or, Defendants could have reimbursed employees for the costs of their
26 mobile device usage and laundering expenses or provided a uniform maintenance allowance.
27 Instead, Defendants passed these operating costs onto Plaintiffs and class members. At all
28 relevant times, Plaintiffs did not earn at least two (2) times the minimum wage.

112. Defendants' company-wide policy and/or practice of passing not reimbursing employees for expenses necessarily incurred and on their operating costs to Plaintiffs and class members violates California Labor Code section 2802. Defendants have intentionally and willfully failed to reimburse Plaintiffs and class members for necessary business-related expenses and costs.

113. Pursuant to California Labor Code section 2802, Plaintiffs and class members are entitled to recover from Defendants their business-related expenses incurred during the course and scope of their employment, plus interest, costs, and attorneys' fees.

NINTH CAUSE OF ACTION

For Civil Penalties Pursuant to California Labor Code §§ 2698, *et seq.*

(Against all Defendants)

114. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and every allegation set forth above.

115. California Labor Code sections 2698, *et seq.* permit Plaintiffs to recover civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code section 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 204, 1174(d), and 1198. Labor Code section 2699.3(c) permits aggrieved employees, including Plaintiffs, to recover civil penalties for violations of those Labor Code sections not found in section 2699.5, including sections 226(a), 226.7, 510, 512(a), 516, 1182.12, 1194, 1197, 1197.1, 2802, and 2810.5.

116. Defendants' conduct, as alleged herein, violates numerous sections of the California Labor Code, including, but not limited to, the following:

- (a) Violation of Labor Code sections 226.7, 512(a), 516, and 1198, and the applicable IWC Wage Order for Defendants' failure to provide Plaintiffs and other aggrieved employees with meal periods, as alleged herein;
- (b) Violation of Labor Code sections 226.7, 516, and 1198, and the applicable IWC Wage Order for Defendants' failure to authorize and

1 permit Plaintiffs and other aggrieved employees to take rest periods, as
2 alleged herein;

3 (c) Violation of Labor Code sections 510 and 1198, and the applicable IWC
4 Wage Order for Defendants' failure to compensate Plaintiffs and other
5 aggrieved employees with all required overtime pay, as alleged herein;

6 (d) Violation of Labor Code sections 1182.12, 1194, 1197, 1197.1, and
7 1198, and the applicable IWC Wage Order for Defendants' failure to
8 compensate Plaintiffs and other aggrieved employees with at least
9 minimum wages for all hours worked, as alleged herein;

10 (e) Violation of Labor Code sections 226(a) and 1198, and the applicable
11 IWC Wage Order for failure to provide accurate and complete wage
12 statements to Plaintiffs and other aggrieved employees, as alleged
13 herein;

14 (f) Violation of Labor Code sections 1174(d) and 1198, and the applicable
15 IWC Wage Order for failure to maintain payroll records, as alleged
16 herein;

17 (g) Violation of Labor Code sections 201 and 202 for failure to pay all
18 earned wages upon termination, as alleged herein;

19 (h) Violation of Labor Code section 204 for failure to pay all earned wages
20 during employment, as alleged herein;

21 (i) Violation of Labor Code section 2802 for failure to reimburse Plaintiffs
22 and other aggrieved employees for all business expenses necessarily
23 incurred, as alleged herein; and

24 (j) Violation of Labor Code section 2810.5(a)(1)(A)-(C), for failure to
25 provide notice of material terms of employment, as set forth below.

26 117. At all relevant times herein, California's Wage Theft Prevention Act was
27 enacted to ensure that employers provide employees with basic information material to their
28 employment relationship at the time of hiring, and to ensure that employees are given written

1 and timely notice of any changes to basic information material to their employment. Codified
2 at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the
3 time of hiring, an employer must provide written notice to employees containing basic and
4 material payroll information, including, among other things, the rate(s) of pay and basis
5 thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise,
6 including any rates for overtime, the regular payday designated by the employer, and any
7 allowances claims as part of the minimum wage, including meal or lodging allowances. Labor
8 Code § 2810.5(a)(1)(A)-(C).

9 118. At all relevant times, Defendants failed, on a company-wide basis, to provide
10 written notice to Plaintiffs and other aggrieved employees that lists the requisite information
11 set forth in Labor Code section 2810.5(a)(1)(A)-(C).

12 119. Defendants' failure to provide Plaintiffs and other aggrieved employees with
13 written notice of basic information regarding their employment with Defendants is in violation
14 of California Labor Code section 2810.5. Plaintiffs and other aggrieved employees are
15 therefore entitled to recover civil penalties pursuant to Labor Code sections 2699(a), (f), and
16 (k).

17 **TENTH CAUSE OF ACTION**

18 **Violation of California Business & Professions Code §§ 17200, *et seq.* –**

19 **Unlawful Business Practices**

20 **(Against all Defendants)**

21 120. Plaintiffs incorporate by reference and re-allege as if fully stated herein each
22 and every allegation set forth above.

23 121. Defendants are "persons" as defined by California Business & Professions
24 Code section 17201, as they are corporations, firms, partnerships, joint stock companies,
25 and/or associations.

26 122. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,
27 unlawful and harmful to Plaintiffs, class members, and to the general public. Plaintiffs have
28 suffered injury in fact and have lost money as a result of Defendants' unlawful business

practices. Plaintiffs seek to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure section 1021.5.

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

124. A violation of California Business & Professions Code sections 17200, *et seq.* may be predicated on the violation of any state or federal law. In the instant case, Defendants' policies and practices have violated state law in at least the following respects:

- (a) Failing to provide all meal periods to Plaintiffs and class members in violation of California Labor Code sections 226.7, 512(a), 516, and 1198, and the applicable IWC Wage Order, as alleged herein;
- (b) Failing to authorize and permit Plaintiffs and class members to take all rest periods in violation of California Labor Code sections 226.7, 516, and 1198, and the applicable IWC Wage Order, as alleged herein;
- (c) Requiring non-exempt, hourly paid employees, including Plaintiffs and class members, to work overtime without paying them proper compensation in violation of California Labor Code sections 510 and 1198, and the applicable IWC Wage Order, as alleged herein;
- (d) Failing to pay at least minimum wage to Plaintiffs and class members in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198, and the applicable IWC Wage Order, as alleged herein;
- (e) Failing to provide Plaintiffs and class members with accurate wage statements and failing to maintain accurate payroll records in violation of California Labor Code sections 226(a), 1174(d), and 1198, and the applicable IWC Wage Order, as alleged herein;
- (f) Failing timely to pay all earned wages to Plaintiffs and class members in violation of California Labor Code section 204, as alleged herein;

- 1 (g) Failing to reimburse Plaintiffs and class members for all business
2 expenses necessarily incurred in violation of California Labor Code
3 section 2802, as alleged herein; and
- 4 (h) Failing to provide written notice of information material to Plaintiffs'
5 and class members' employment with Defendants in violation of
6 California Labor Code section 2810.5(a)(1)(A)-(C), as set forth below.

7 125. At all relevant times herein, California's Wage Theft Prevention Act was
8 enacted to ensure that employers provide employees with basic information material to their
9 employment relationship at the time of hiring, and to ensure that employees are given written
10 and timely notice of any changes to basic information material to their employment. Codified
11 at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the
12 time of hiring, an employer must provide written notice to employees containing basic and
13 material payroll information, including, among other things, the rate(s) of pay and basis
14 thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise,
15 including any rates for overtime, the regular payday designated by the employer, and any
16 allowances claims as part of the minimum wage, including meal or lodging allowances. Labor
17 Code § 2810.5(a)(1)(A)-(C).

18 126. At all relevant times, on information and belief, Defendants failed, on a
19 company-wide basis, to provide written notice to Plaintiffs and class members that lists the
20 requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C). Defendants' failure
21 to provide Plaintiffs and class members with written notice of basic information regarding
22 their employment with Defendants is in violation of California Labor Code section 2810.5.

23 127. As a result of the violations of California law herein described, Defendants
24 unlawfully gained an unfair advantage over other businesses. Plaintiffs and class members
25 have suffered pecuniary loss by Defendants' unlawful business acts and practices alleged
26 herein.

27 128. Pursuant to California Business & Professions Code sections 17200, *et seq.*,
28 Plaintiffs and class members are entitled to restitution of the wages withheld and retained by

1 Defendants during a period that commences four years prior to the filing of the initial
2 complaint; a permanent injunction requiring Defendants to pay all outstanding wages due to
3 Plaintiffs and class members; and an award of attorneys' fees pursuant to California Code of
4 Civil Procedure section 1021.5 and other applicable laws; and an award of costs.

5 **ELEVENTH CAUSE OF ACTION**

6 **Violation of California Business & Professions Code §§ 17200, *et seq.* –**

7 **Unfair Business Practices**

8 **(Against all Defendants)**

9 129. Plaintiffs incorporate by reference and re-allege as if fully stated herein each
10 and every allegation set forth above.

11 130. Defendants are "persons" as defined by California Business & Professions
12 Code section 17201, as they are corporations, firms, partnerships, joint stock companies,
13 and/or associations.

14 131. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,
15 and harmful to Plaintiffs, class members, and to the general public. Plaintiffs have suffered
16 injury in fact and have lost money as a result of Defendants' unfair business practices.
17 Plaintiffs seeks to enforce important rights affecting the public interest within the meaning of
18 Code of Civil Procedure section 1021.5.

19 132. Defendants' activities, namely Defendants' company-wide practice and/or
20 policy of not paying Plaintiffs and class members all meal and rest period premiums due to
21 them under Labor Code section 226.7, deprived Plaintiffs and class members of the
22 compensation guarantee and enhanced enforcement implemented by section 226.7. The
23 statutory remedy provided by section 226.7 is a "'dual-purpose' remedy intended primarily to
24 compensate employees, and secondarily to shape employer conduct." *Safeway, Inc. v.*
25 *Superior Court*, 238 Cal. App. 4th 1138, 1149 (2015). The statutory benefits of section 226.7
26 were guaranteed to Plaintiffs and class members as part of their employment with Defendants,
27 and thus Defendants' practice and/or policy of denying these statutory benefits constitutes an
28 unfair business practice in violation of California Business & Professions Code sections

17200, *et seq.* (*Id.*)

133. A violation of California Business & Professions Code sections 17200, *et seq.* may be predicated on any unfair business practice. In the instant case, Defendants' policies and practices have violated the spirit of California's meal and rest period laws and constitute acts against the public policy behind these laws.

134. Pursuant to California Business & Professions Code sections 17200, *et seq.*, Plaintiffs and class members are entitled to restitution for the class-wide loss of the statutory benefits implemented by section 226.7 withheld and retained by Defendants during a period that commences four years prior to the filing of the initial complaint; a permanent injunction requiring Defendants to pay all statutory benefits implemented by section 226.7 due to Plaintiffs and class members; an award of attorneys' fees pursuant to California Code of Civil Procedure section 1021.5 and other applicable laws; and an award of costs.

REQUEST FOR JURY TRIAL

Plaintiffs request a trial by jury.

PRAYER FOR RELIEF

Plaintiffs, on behalf of all others similarly situated, pray for relief and judgment against Defendants, jointly and severally, as follows:

1. For damages, unpaid wages, penalties, injunctive relief, and attorneys' fees in excess of thirty-five thousand dollars (\$35,000), exclusive of interest and costs. Plaintiffs reserve the right to amend their prayer for relief to seek a different amount.

Class Certification

2. That this case be certified as a class action;
3. That Plaintiffs be appointed as the representatives of the Class and Subclass;
4. That counsel for Plaintiffs be appointed as class counsel.

As to the First Cause of Action

5. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 226.7, 512(a), 516, and 1198, and the applicable IWC Wage Order by willfully failing to provide all meal periods to Plaintiffs and class members;

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

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

8. For premiums pursuant to California Labor Code section 226.7(c);

9. For pre-judgment interest on any unpaid meal period premiums from the date such amounts were due, or as otherwise provided by law;

10. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or as otherwise provided by law; and

11. For such other and further relief as the Court may deem equitable and appropriate.

As to the Second Cause of Action

12. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 226.7, 516, and 1198, and the applicable IWC Wage Order by willfully failing to authorize and permit Plaintiffs and class members to take all rest periods;

13. That the Court make an award to the Plaintiffs and class members of one (1) hour of pay at each employee's regular rate of pay for each workday that a rest period was not authorized and permitted;

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

15. For premiums pursuant to California Labor Code section 226.7(c);

16. For pre-judgment interest on any unpaid rest period premiums from the date such amounts were due, or as otherwise provided by law;

17. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or as otherwise provided by law; and

18. For such other and further relief as the Court may deem equitable and appropriate.

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

2 19. That the Court declare, adjudge, and decree that Defendants violated California
3 Labor Code sections 510 and 1198, and the applicable IWC Wage Order by willfully failing to
4 pay all overtime wages due to Plaintiffs and class members;

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

7 21. For pre-judgment interest on any unpaid overtime compensation commencing
8 from the date such amounts were due, or as otherwise provided by law;

9 22. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to
10 California Labor Code section 1194(a); and

11 23. For such other and further relief as the Court may deem equitable and
12 appropriate.

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

14 24. That the Court declare, adjudge and decree that Defendants violated California
15 Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198, and the applicable IWC Wage
16 Order by willfully failing to pay minimum wages to Plaintiffs and class members;

17 25. For general unpaid wages and such general and special damages as may be
18 appropriate;

19 26. For pre-judgment interest on any unpaid compensation from the date such
20 amounts were due, or as otherwise provided by law;

21 27. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to
22 California Labor Code section 1194(a);

23 28. For liquidated damages pursuant to California Labor Code section 1194.2; and

24 29. For such other and further relief as the Court may deem equitable and
25 appropriate.

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

27 30. That the Court declare, adjudge and decree that Defendants violated the
28 recordkeeping provisions of California Labor Code section 226(a) and the applicable IWC

Wage Order as to Plaintiffs and Subclass members, and willfully failed to provide accurate itemized wage statements thereto;

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

32. For injunctive relief pursuant to California Labor Code section 226(h);

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

34. For attorneys' fees and costs pursuant to California Labor Code section 226(e)(1); and

35. For such other and further relief as the Court may deem equitable and appropriate.

As to the Sixth Cause of Action

36. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 201 and 202 by willfully failing to pay overtime wages, minimum wages, and/or meal and rest period premiums owed at the time of termination of the employment of Plaintiffs and other terminated class members;

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

38. For waiting time penalties according to proof pursuant to California Labor Code section 203 for all employees who have left Defendants' employ;

39. For pre-judgment interest on any unpaid wages from the date such amounts were due, or as otherwise provided by law;

40. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or as otherwise provided by law; and

41. For such other and further relief as the Court may deem equitable and appropriate.

As to the Seventh Cause of Action

42. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 204 by willfully failing to timely pay Plaintiffs and class members

overtime wages, minimum wages, and/or meal and rest period premiums during their employment;

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

44. For statutory penalties according to proof pursuant to California Labor Code section 210;

45. For pre-judgment interest on any unpaid wages from the date such amounts were due, or as otherwise provided by law;

46. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or as otherwise provided by law; and

47. For such other and further relief as the Court may deem equitable and appropriate.

As to the Eighth Cause of Action

48. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 2802 by willfully failing to reimburse and/or indemnify all business-related expenses and costs incurred by Plaintiffs and class members.

49. For unpaid business-related expenses and such general and special damages as may be appropriate;

50. For pre-judgment interest on any unpaid business-related expenses from the date such amounts were due pursuant to California Labor Code section 2802(b), or as otherwise provided by law;

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

52. For attorneys' fees and costs pursuant to California Labor Code section 2802(c), or as otherwise provided by law; and

53. For such other and further relief as the Court may deem equitable and appropriate.

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1 to provide Plaintiffs and class members all meal periods, failing to authorize and permit
2 Plaintiffs and class members to take all rest periods, failing to provide Plaintiffs and class
3 members all overtime wages due to them, failing to provide Plaintiffs and class members all
4 minimum wages due to them, failing to provide Plaintiffs and class members accurate and
5 complete wage statements, failing to maintain accurate payroll records for Plaintiffs and class
6 members, failing to timely pay Plaintiffs and class members all earned wages during
7 employment, failing to reimburse Plaintiffs and class members for business-related expenses,
8 and failing to provide written notice of material terms of employment, constitutes an unlawful
9 business practice in violation of California Business and Professions Code sections 17200, *et*
10 *seq.*;

11 61. For restitution of unpaid wages to Plaintiffs and all class members and
12 prejudgment interest from the day such amounts were due and payable;

13 62. For the appointment of a receiver to receive, manage, and distribute any and all
14 funds disgorged from Defendants and determined to have been wrongfully acquired by
15 Defendants as a result of violations of California Business & Professions Code sections
16 17200, *et seq.*;

17 63. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
18 California Code of Civil Procedure section 1021.5; and

19 64. For such other and further relief as the Court may deem equitable and
20 appropriate.

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

22 65. That the Court declare, adjudge and decree that Defendants' conduct of denying
23 Plaintiffs and class members the statutory benefits guaranteed under section 226.7 constitutes
24 an unfair business practice in violation of California Business and Professions Code sections
25 17200, *et seq.*;

26 66. For restitution of the statutory benefits under section 226.7 unfairly withheld
27 from Plaintiffs and class members and prejudgment interest from the day such amounts were
28 due and payable;

1 67. For the appointment of a receiver to receive, manage, and distribute any and all
2 funds disgorged from Defendants and determined to have been wrongfully acquired by
3 Defendants as a result of violations of California Business & Professions Code sections
4 17200, *et seq.*;

5 68. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
6 California Code of Civil Procedure section 1021.5;

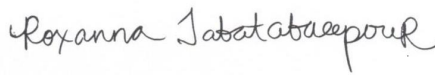
7 69. For pre-judgment and post-judgment interest as provided by law; and

8 70. For such other and further relief as the Court may deem equitable and
9 appropriate.
10

11 Dated: October 16, 2025

Respectfully submitted,

Capstone Law APC

12
13
14 By: 

15 Roxanna Tabatabaeepour
16 Ryan Tish
Alexander Wallin

17 Attorneys for Plaintiffs Kylee Garcia and
18 Jesserina Toves
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EXHIBIT “1”

ALEXANDER LIMA
310.712.8154 Direct
Alexander.Lima@capstonelawyers.com

August 11, 2025

VIA ONLINE SUBMISSION

California Labor & Workforce Development Agency
ATTN: PAGA Administrator
(<https://dir.govfa.net/411>)

Subject: *Kylee Garcia v. Platinum Security, Inc.*

Dear PAGA Administrator:

This office represents Kylee Garcia in connection with her claims under the California Labor Code. Ms. Garcia was an employee of PLATINUM SECURITY, INC. ("PLATINUM").

The employer may be contacted directly at the address below:

PLATINUM SECURITY, INC.
11300 W OLYMPIC BLVD, STE 900
LOS ANGELES, CA 90064

Ms. Garcia intends to seek civil penalties, attorneys' fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.*, the Labor Code Private Attorneys General Act of 2004 ("PAGA"). Ms. Garcia seeks relief on behalf of herself, the State of California, and other persons who are or were employed by PLATINUM as a non-exempt, hourly paid employee in California and who received at least one wage statement ("aggrieved employees"). This letter is sent in compliance with the notice and reporting requirements of California Labor Code section 2699.3.

PLATINUM employed Ms. Garcia as an hourly paid, non-exempt employee from approximately February 2025 to May 2025. Ms. Garcia worked for PLATINUM as a Security Officer/Unarmed Security Guard at one of its client's sites, the State of California Department of Motor Vehicles field office in Poway, California (located at 13461 Community Road, Poway, California). During her employment, Ms. Garcia typically worked eight (8) to ten (10) hours or more per day and five (5) days per week. By the end of her employment, Ms. Garcia was compensated approximately \$17.50 per hour. Her job duties included, without limitation, patrolling client premises, completing incident reports, and providing customer service.

PLATINUM committed each of the following Labor Code violations against Ms. Garcia, the facts and theories of which follow, making her an “aggrieved employee” pursuant to California Labor Code section 2699(c)(1):¹

PLATINUM’s Company-Wide and Uniform Payroll and HR Practices

PLATINUM SECURITY, INC. is a California corporation and is a security services and investigations company providing armed and unarmed uniformed officer, loss prevention, access control, and bicycle and foot patrol services in the commercial, retail, residential, and governmental industries, with six (6) branch locations across California. Upon information and belief, PLATINUM maintains a single, centralized Human Resources (HR) department at its corporate headquarters in Los Angeles, California, for all non-exempt, hourly paid employees working for PLATINUM in California, including Ms. Garcia and other aggrieved employees. At all relevant times, PLATINUM issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Ms. Garcia and other aggrieved employees, regardless of their location or position.

Upon information and belief, PLATINUM maintains a centralized Payroll department at its corporate headquarters in Los Angeles, California, which processes payroll for all non-exempt, hourly paid employees working for PLATINUM in California, including Ms. Garcia and other aggrieved employees. Further, PLATINUM issues the same formatted wage statements in the same manner for all non-exempt, hourly paid employees working in California, including Ms. Garcia and other aggrieved employees, irrespective of their location, position, or manner in which each employee’s employment ended. In other words, PLATINUM utilized the same methods and formulas when calculating wages due to Ms. Garcia and other aggrieved employees in California.

Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 – Failure to Provide Meal Periods

California Labor Code sections 226.7, 512(a), 516, and 1198 and the applicable Industrial Welfare Commission (“IWC”) Wage Order require employers to provide meal periods and to pay an employee one (1) additional hour of pay at the employee’s regular rate for each work day that a meal or rest period is not provided. Pursuant to Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order, an employer may not require, cause or permit an employee to work for a period of more than five (5) hours per day without providing the employee with an uninterrupted meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee. Under California law, first meal periods must start after no more than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012). Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order also require employers to provide a second meal period of not less than thirty (30) minutes if an employee works over ten (10) hours per day or

¹ These facts, theories, and claims are based on Ms. Garcia’s experience and counsel’s review of those records currently available relating to Ms. Garcia’s employment. Discovery conducted in litigation of wage and hour claims such as these often reveals additional claims that the aggrieved employee was not initially aware of (because the aggrieved employee was not aware of the law’s requirements, the employer misinformed its employee of the law’s requirements, or because the employer effectively hid the violations). Thus, Ms. Garcia reserves the right to supplement this letter with additional facts, theories, and claims if she becomes aware of them subsequent to the submission of this letter.

to pay an employee one (1) additional hour of pay at the employee's regular rate, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

First, during the relevant time period, on information and belief, PLATINUM had, and continues to have, company-wide policies and/or practices of understaffing its jobsites while assigning heavy workloads, including providing continuous jobsite monitoring. PLATINUM's policies and/or practices resulted in a failure to provide Ms. Garcia and other aggrieved employees with adequate meal period coverage, and thus, Ms. Garcia and other aggrieved employees were not always afforded uninterrupted 30-minute meal periods during shifts when they were entitled to receive a meal period. Also, PLATINUM systematically, and on a company-wide basis, understaffed its jobsite locations, including by adopting a single-staffing model for some of its jobsites, whereby only one (1) employee was scheduled to work at certain times, thereby failing to provide adequate meal period coverage to permit those employees to take compliant meal periods. PLATINUM also had a practice of failing to schedule meal periods at all, which further caused Ms. Garcia and other aggrieved employees to not be relieved of their duties for compliant meal periods.

As a result, Ms. Garcia and other aggrieved employees had to work through all or part of their meal periods, had their meal periods interrupted, and/or had to wait extended periods of time before taking meal periods. For example, Ms. Garcia's meal periods were often cut short when the customer line suddenly became busy, requiring her to return to work to manage and control the crowd of visitors. When she was able to take a meal period, Ms. Garcia regularly took her meal periods late, after having worked in excess of five (5) hours into her shift, only after the volume of visitors had decreased.

Second, on information and belief, in conjunction with PLATINUM's policy and/or practice of understaffing, PLATINUM maintained and implemented an on-premises meal period policy for employees, which mandated that Ms. Garcia and other aggrieved employees remain on the work premises during meal periods. Because Ms. Garcia and other aggrieved employees were restricted from leaving the premises during meal periods, they were denied the ability to use their meal periods freely for their own purposes, such as running personal errands. Thus, PLATINUM effectively maintained control over Ms. Garcia and other aggrieved employees during meal periods.

Third, on information and belief, PLATINUM implemented a company-wide policy and/or practice of automatically deducting meal periods from Ms. Garcia's and other aggrieved employees' time records, instead of allowing employees to clock in and out for meal periods. As a result of this policy, PLATINUM falsified and deducted meal periods from Ms. Garcia's and other aggrieved employees' time records even when meal periods were missed, short, and/or interrupted.

Fourth, PLATINUM did not provide Ms. Garcia and other aggrieved employees with second 30-minute meal periods on days that they worked in excess of ten (10) hours in one day. During the relevant time period, Ms. Garcia worked shifts in excess of 10 hours in one day and did not take a second meal period during those shifts. Ms. Garcia and other aggrieved employees did not sign valid meal period waivers on days that they were entitled to meal periods and were not relieved of all duties.

At all times herein mentioned, PLATINUM knew or should have known that, as a result of these policies, Ms. Garcia and other aggrieved employees were prevented from being relieved of all duties and required to perform some of their assigned duties during meal periods. PLATINUM further

knew or should have known that PLATINUM did not pay Ms. Garcia and other aggrieved employees meal period premiums when meal periods were missed, shortened, interrupted, and/or late.

Furthermore, PLATINUM engaged in a company-wide practice and/or policy of not paying all meal period premiums owed when compliant meal periods are not provided. Because of this practice and/or policy, Ms. Garcia and other aggrieved employees have not received premium pay for all missed, late, and interrupted meal periods.

Accordingly, PLATINUM failed to provide all meal periods in violation of California Labor Code sections 226.7, 512(a), 516, and 1198. Ms. Garcia and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring PLATINUM into compliance with the applicable IWC Wage Order and Labor Code sections 226.7, 512(a), 516, and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 226.7, 516, and 1198 – Failure to Authorize and Permit Rest Periods

California Labor Code sections 226.7, 516, and 1198 and the applicable IWC Wage Order require employers to provide rest periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC. The applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily work time is less than three and one-half (3 ½) hours.

To comply with its obligation to authorize and permit rest periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer must "relinquish any control over how employees spend their break time, and relieve their employees of all duties—including the obligation that an employee remain on call. A rest period, in short, must be a period of rest." *Augustus, et al. v. ABM Security Services, Inc.*, 2 Cal. 5th 257, 273 (2016).

During the relevant time period, PLATINUM regularly failed to authorize and permit Ms. Garcia and other aggrieved employees to take a ten (10) minute rest period per each four (4) hour period worked or major fraction thereof. As with meal periods, PLATINUM's policies and/or practices, including understaffing/single-staffing and assigning heavy workloads, prevented Ms. Garcia and other aggrieved employees from being relieved of all duty in order to take compliant rest periods. PLATINUM also failed to schedule rest periods, which, coupled with PLATINUM's failure to provide adequate rest period coverage, further led to Ms. Garcia and other aggrieved employees not being authorized and permitted to take rest periods. As a result of PLATINUM's practices and policies, Ms. Garcia and other aggrieved employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without receiving all uninterrupted rest periods to which they were entitled.

Furthermore, during the relevant time period, PLATINUM maintained and implemented a company-wide on-premises rest period policy, which mandated that Ms. Garcia and other aggrieved employees remain on the work premises during their rest periods. For example, Ms. Garcia was required to

remain on premises during all of her rest periods. Because Ms. Garcia and other aggrieved employees were restricted from leaving the premises during rest periods, they were denied the ability to use their rest periods freely for their own purposes, such as running personal errands. Thus, PLATINUM effectively maintained control over Ms. Garcia and other aggrieved employees during rest periods.

PLATINUM also has engaged in a company-wide practice and/or policy of not paying rest period premiums owed when compliant rest periods are not authorized and permitted. Because of this practice and/or policy, Ms. Garcia and other aggrieved employees have not received premium pay for all missed rest periods.

Accordingly, PLATINUM failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Ms. Garcia and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring PLATINUM into compliance with the applicable IWC Wage Order and Labor Code sections 226.7, 516, and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 510 and 1198 – Unpaid Overtime

California Labor Code sections 510 and 1198 and the applicable IWC Wage Order require employers to pay employees working more than eight (8) hours in a day or more than forty (40) hours in a workweek at the rate of time-and-one-half (1 ½) times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek. The applicable IWC Wage Order further provides that employers are required to pay employees working more than twelve (12) hours in a day overtime compensation at a rate of two (2) times their regular rate of pay. An employee's regular rate of pay includes all remuneration for employment paid to, or on behalf of, the employee, including nondiscretionary bonuses and incentive pay.

PLATINUM willfully failed to pay all overtime wages owed to Ms. Garcia and other aggrieved employees. During the relevant time period, Ms. Garcia and other aggrieved employees were not paid overtime premiums for all of the hours they worked in excess of eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40) hours in a week, because all hours that they worked were not recorded.

As set forth above, PLATINUM's company-wide policies and/or practices of understaffing and/or single-staffing its jobsites locations while assigning heavy workloads, including providing continuous jobsite monitoring, resulted in a failure to provide Ms. Garcia and other aggrieved employees with adequate meal period coverage, and thus, Ms. Garcia and other aggrieved employees were not always afforded uninterrupted 30-minute meal periods during shifts when they were entitled to receive a meal period. Moreover, as also stated, PLATINUM had a practice of failing to schedule meal periods, which further caused Ms. Garcia and other aggrieved employees to not be relieved of their duties for compliant meal periods. For example, as stated, Ms. Garcia's meal periods were often cut short when the customer line suddenly became busy, requiring her to return to work to manage and control the crowd of visitors. Thus, Ms. Garcia and other aggrieved employees worked through their meal periods and/or had their meal periods interrupted in order to complete their assigned workloads.

Further, as stated, PLATINUM maintained and implemented an on-premises meal period policy, which mandated that Ms. Garcia and other aggrieved employees remain on the work premises during

their meal periods. Because Ms. Garcia and other aggrieved employees were restricted from leaving the premises during meal periods, they were denied the ability to use their meal periods freely for their own purposes, such as running personal errands. Thus, PLATINUM effectively maintained control over Ms. Garcia and other aggrieved employees during meal periods.

As also set forth above, during the relevant time period, on information and belief, PLATINUM implemented a company-wide policy and/or practice of automatically deducting meal periods from Ms. Garcia's and other aggrieved employees' time records, instead of allowing employees to clock in and out for meal periods. As a result of this policy, PLATINUM deducted 30-minute meal periods from Ms. Garcia's and other aggrieved employees' time records even when meal periods were missed, short, and/or interrupted. Thus, PLATINUM did not compensate Ms. Garcia and other aggrieved employees for the time they spent working off-the-clock during unpaid meal periods.

PLATINUM knew or should have known that as a result of these company-wide practices and/or policies, Ms. Garcia and other aggrieved employees were performing their assigned duties off-the-clock during meal periods, and were suffered or permitted to perform work for which they were not paid. Because Ms. Garcia and other aggrieved employees worked shifts of eight (8) hours or more a day, or forty (40) hours a week or more, some of this off-the-clock work qualified for overtime premium pay. Therefore, Ms. Garcia and other aggrieved employees were not paid overtime wages for all of the overtime hours they actually worked.

PLATINUM's failure to pay Ms. Garcia and other aggrieved employees the balance of overtime compensation, as required by California law, violates the provisions of California Labor Code sections 510 and 1198. Ms. Garcia and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring PLATINUM into compliance with the applicable IWC Wage Order and Labor Code sections 510 and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 – Unpaid Minimum Wages

California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 require employers to pay employees the minimum wage fixed by the IWC. The payment of a lesser wage than the minimum so fixed is unlawful. Compensable work time is defined in Wage Order No. 4-2001 as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so." Cal. Code Regs. Tit. 8, § 11040(2)(L) (defining "Hours Worked").

As set forth above, due to PLATINUM's policies and/or practices of understaffing and/or single-staffing its jobsites while assigning heavy workloads, failing to schedule meal periods, and requiring employees to remain on the jobsite premises during meal periods, Ms. Garcia and other aggrieved employees were impeded from taking all uninterrupted meal periods to which they were entitled and were required to work off-the-clock during meal periods, have their meal periods interrupted, and/or were otherwise not relieved of all duties during unpaid meal periods. Furthermore, as stated, on information and belief, PLATINUM had a company-wide practice and/or policy of automatically deducting meal periods from Ms. Garcia's and other aggrieved employees' time records, even when meal periods were missed, short, and/or interrupted. Thus, PLATINUM failed to pay Ms. Garcia and other aggrieved employees for actual hours worked during unpaid meal periods because these hours were not always correctly recorded.

PLATINUM did not pay at least minimum wages for all hours worked by Ms. Garcia and other aggrieved employees. To the extent that these off-the-clock hours did not qualify for overtime premium payment, PLATINUM did not pay at least minimum wages for those hours worked off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

Accordingly, PLATINUM regularly failed to pay at least minimum wages to Ms. Garcia and other aggrieved employees for all of the hours they worked in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Ms. Garcia and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring PLATINUM into compliance with the applicable IWC Wage Order and Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198, pursuant to Labor Code sections 1197.1 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 226(a), 1174(d), and 1198 – Non-Compliant Wage Statements and Failure to Maintain Accurate Payroll Records

California Labor Code section 226(a) requires employers to make, keep and provide true, accurate, and complete employment records. PLATINUM has not provided Ms. Garcia and other aggrieved employees with properly itemized wage statements. Labor Code section 226(e) provides that if an employer fails to comply with providing an employee with properly itemized wage statements as set forth in 226(a), then the employee is entitled to recover the greater of all actual damages or \$50 for the initial pay period in which a violation occurs and \$100 per employee for each violation in a subsequent pay period, not to exceed \$4,000. Further, Labor Code section 226.3 provides that any employer who violates section 226(a) shall be subject to a civil penalty in the amount of \$250 per employee per violation in an initial citation and \$1,000 per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage statement or fails to keep the required records pursuant to Section 226(a).

During the relevant time period, PLATINUM has knowingly and intentionally provided Ms. Garcia and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, PLATINUM issued uniform wage statements to Ms. Garcia and other aggrieved employees that fail to correctly list: gross wages earned; total hours worked; net wages earned; and all applicable hourly rates in effect during the pay period, including rates of pay for overtime wages, and the corresponding number of hours worked at each hourly rate. Specifically, PLATINUM violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

Because PLATINUM did not accurately record the time Ms. Garcia and other aggrieved employees spent working off-the-clock and deducted time from their records for meal periods that were interrupted and/or missed (and therefore time for which they should have been paid), PLATINUM did not list the correct amount of gross wages and net wages earned by Ms. Garcia and other aggrieved employees in compliance with section 226(a)(1) and section 226(a)(5), respectively. For the same reason, PLATINUM failed to accurately list the total number of hours worked by Ms. Garcia and other aggrieved employees, in violation of section 226(a)(2), and failed to list the applicable hourly rates of pay in effect during the pay period and the corresponding accurate number of hours worked at each hourly rate, in violation of section 226(a)(9).

The wage statement deficiencies also include, among other things, failing to list the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period for which aggrieved employees

were paid; failing to list the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number; failing to list the name and address of the legal entity that is the employer; and/or failing to state all hours worked as a result of not recording or stating hours worked off-the-clock.

California Labor Code section 1174(d) provides that “[e]very person employing labor in this state shall . . . [k]eep a record showing the names and addresses of all employees employed and the ages of all minors” and “[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments” Labor Code section 1174.5 provides that employers are subject to a \$500 civil penalty if they fail to maintain accurate and complete records as required by section 1174(d). During the relevant time period, and in violation of Labor Code section 1174(d), PLATINUM willfully failed to maintain accurate payroll records for Ms. Garcia and other aggrieved employees showing the daily hours they worked and the wages paid thereto as a result of failing to record the off-the-clock hours that they worked.

California Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC Wage Order, employers are required to keep accurate time records showing when the employee begins and ends each work period and meal period. During the relevant time period, PLATINUM engaged in company-wide practices and/or policies of failing to record actual hours worked (including falsifying time records by recording that compliant meal periods were taken regardless of if or when meal periods were actually taken), and thereby failed to keep accurate records of work period and meal period start and end times for Ms. Garcia and other aggrieved employees, in violation of section 1198. Also, in light of PLATINUM’s failure to provide Ms. Garcia and other aggrieved employees with second 30-minute meal periods to which they were entitled, PLATINUM kept no records of meal start and end times for second meal periods.

Because PLATINUM failed to provide the correct net and gross wages earned, applicable rates of pay, and number of total hours worked on wage statements, Ms. Garcia and other aggrieved employees have been prevented from verifying, solely from information on the wage statements themselves, that they were paid correctly and in full. Instead, Ms. Garcia and other aggrieved employees have had to look to sources outside of the wage statements themselves and reconstruct time records to determine whether in fact they were paid correctly and the extent of underpayment, thereby causing them injury.

Ms. Garcia and other aggrieved employees are entitled to recover civil penalties, attorneys’ fees, costs, and interest thereon, and seek injunctive relief to bring PLATINUM into compliance with the applicable IWC Wage Order and Labor Code sections 226(a), 1174(d), and 1198, pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f), and (k).

Violation of California Labor Code § 204 – Failure to Timely Pay Wages During Employment

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month

during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. Alternatively, California Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period.

During the relevant time period, PLATINUM failed to pay Ms. Garcia and other aggrieved employees all wages due to them, including, but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, within any time period specified by California Labor Code section 204.

Ms. Garcia and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring PLATINUM into compliance with Labor Code section 204, pursuant to Labor Code sections 210 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 201 and 202 – Failure to Timely Pay Final Wages Upon Termination

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

PLATINUM willfully failed to pay Ms. Garcia and other aggrieved employees who are no longer employed by PLATINUM the earned and unpaid wages set forth above, including but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, either at the time of discharge, or within seventy-two (72) hours of their leaving PLATINUM's employ.

Ms. Garcia and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring PLATINUM into compliance with Labor Code sections 201 and 202, pursuant to Labor Code sections 256 and/or 2699(a), (f), and (k).

Violation of California Labor Code § 2802 – Unreimbursed Business Expenses

California Labor Code section 2802 requires employers to pay for all necessary expenditures and losses incurred by the employee in the performance of his or her job. The purpose of Labor Code section 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144 (2014). The applicable wage order, IWC Wage Order No. 4-2001, provides that: "[w]hen tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft." IWC Wage Order No. 4-2001 also provides that: "[w]hen uniforms are required by the employer to be worn by the

employee as a condition of employment, such uniforms shall be provided and maintained by the employer.”

First, during the relevant time period, PLATINUM, on a company-wide basis, required that Ms. Garcia and other aggrieved employees use their personal mobile devices, including, but not limited to, cellular phones, and/or mobile data to carry out their job duties but failed to reimburse them for the costs of their work-related mobile device and/or mobile data expenses. For example, Ms. Garcia was required to download various mobile applications, such as “Celayix Team Xpress” for timekeeping. Although PLATINUM required Ms. Garcia and other aggrieved employees to use their personal mobile devices and mobile data to carry out their work-related duties, PLATINUM failed to reimburse them for their costs incurred.

Second, during the relevant time period, PLATINUM required Ms. Garcia and other aggrieved employees to report to work in clean and presentable uniforms bearing the “Platinum Security” company logo, including uniform shirts and jackets. However, PLATINUM did not provide its employees with sufficient uniforms to wear for their shifts throughout the week. For example, PLATINUM only provided Ms. Garcia with three (3) shirts at the time of hire. Because PLATINUM failed to provide its employees with an adequate number of uniforms in relation to their scheduled shifts, Ms. Garcia and other aggrieved employees were required to wash their uniform items more frequently than other clothing and/or separately from their regular clothing, thus incurring additional laundry expenses for the upkeep of their uniforms. Thus, PLATINUM failed to provide and maintain uniforms they required Ms. Garcia and other aggrieved employees to wear during their shifts and forced them to incur the costs of maintaining employee uniforms.

PLATINUM could have provided Ms. Garcia and other aggrieved employees with the actual equipment for use on the job, such as company mobile devices as well as an adequate number of uniform items; or, PLATINUM could have reimbursed employees for the costs of their mobile device usage and laundering expenses or provided a uniform maintenance allowance. Instead, PLATINUM passed these operating costs onto Ms. Garcia and other aggrieved employees. At all relevant times, Ms. Garcia did not earn at least two (2) times the minimum wage.

Thus, PLATINUM had, and continues to have, a company-wide policy and/or practice of not reimbursing employees for expenses necessarily incurred in violation of California Labor Code section 2802. Ms. Garcia and other aggrieved employees are entitled to recover civil penalties, attorneys’ fees, costs, and interest thereon, and seek injunctive relief to bring PLATINUM into compliance with the applicable IWC Wage Order and Labor Code section 2802, pursuant to Labor Code sections 2699(a), (f), and (k).

Violation of California Labor Code § 2810.5(a)(1)(A)-(C) – Failure to Provide Notice of Material Terms of Employment

California’s Wage Theft Prevention Act was enacted to ensure that employers provide employees with basic information material to their employment relationship at the time of hiring, and to ensure that employees are given written and timely notice of any changes to basic information material to their employment. Codified at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the time of hiring, an employer must provide written notice to employees of the rate(s) of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, the regular payday designated by the employer, and any allowances claims as part of the minimum wage, including meal or lodging

allowances. Effective January 1, 2015, an employer's written notice pursuant to section 2810.5 must also include a statement that the employee may accrue and use sick leave; has a right to request and use accrued paid sick leave; may not be terminated or retaliated against for using or requesting the use of accrued paid sick leave; and has the right to file a complaint against an employer who retaliates.

PLATINUM failed to provide Ms. Garcia and other aggrieved employees written notice that lists the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C). PLATINUM's failure to provide Ms. Garcia and other aggrieved employees with written notice of basic information regarding their employment with PLATINUM is in violation of Labor Code section 2810.5.

Ms. Garcia and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring PLATINUM into compliance with Labor Code section 2810.5, pursuant to Labor Code sections 2699(a), (f), and (k).

California Labor Code § 558(a)

California Labor Code section 558(a) provides "[a]ny employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter 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 (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid" Labor Code section 558(c) provides that "[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law." PLATINUM, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Ms. Garcia's and other aggrieved employees' rights by violating various sections of the California Labor Code.

Accordingly, Ms. Garcia seeks the remedies set forth in Labor Code section 558 for herself, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 1194.5, 2699(a), 2699(k), 2699.3(a), 2699.3(c), 2699.5, and 558, Ms. Garcia, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties and injunctive relief for herself, all other aggrieved employees, and the State of California against PLATINUM for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5.

Therefore, on behalf of all aggrieved employees, Ms. Garcia seeks all applicable civil penalties related to these violations of the California Labor Code pursuant to PAGA.

Thank you for your attention to this matter. If you have any questions, please contact me at the phone number or address below:

Alexander Lima
Capstone Law APC
1875 Century Park East, Suite 1000
Los Angeles, CA 90067
(310) 556-4811

Best Regards,

A handwritten signature in black ink, appearing to read 'Alexander Lima', followed by three dots.

Alexander Lima

Copy: PLATINUM SECURITY, INC. (via U.S. Certified Mail)

PLATINUM SECURITY, INC.
11300 W OLYMPIC BLVD, STE 900
LOS ANGELES, CA 90064

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EXHIBIT “2”



1875 Century Park East, Suite 1000
Los Angeles, California 90067
310.556.4811 Main | 310.943.0396 Fax

ALEXANDER LIMA
310.712.8154 Direct
Alexander.Lima@capstonelawyers.com

August 11, 2025

VIA ONLINE SUBMISSION

California Labor & Workforce Development Agency
ATTN: PAGA Administrator
(<https://dir.govfa.net/411>)

Subject: *Jesserina Toves v. Platinum Security, Inc.*

Dear PAGA Administrator:

This office represents Jesserina Toves in connection with her claims under the California Labor Code. Ms. Toves was an employee of PLATINUM SECURITY, INC. ("PLATINUM").

The employer may be contacted directly at the address below:

PLATINUM SECURITY, INC.
11300 W OLYMPIC BLVD, STE 900
LOS ANGELES, CA 90064

Ms. Toves intends to seek civil penalties, attorneys' fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.*, the Labor Code Private Attorneys General Act of 2004 ("PAGA"). Ms. Toves seeks relief on behalf of herself, the State of California, and other persons who are or were employed by PLATINUM as a non-exempt, hourly paid employee in California and who received at least one wage statement ("aggrieved employees"). This letter is sent in compliance with the notice and reporting requirements of California Labor Code section 2699.3.

PLATINUM employed Ms. Toves as an hourly paid, non-exempt employee from approximately October 2024 to April 2025. Ms. Toves worked for PLATINUM as a Security Officer at one of its client's sites, the State of California Department of Human Resources office in Sacramento, California (located at 1810 16th Street, Sacramento, California 95811). During her employment, Ms. Toves typically worked seven (7) hours or more per day, and five (5) days per week. By the end of her employment, Ms. Toves was compensated approximately \$17.10 per hour. Her job duties included, without limitation, patrolling premises, checking in and issuing badges for visitors, monitoring surroundings, and completing incident reports.

PLATINUM committed each of the following Labor Code violations against Ms. Toves, the facts and theories of which follow, making her an “aggrieved employee” pursuant to California Labor Code section 2699(c)(1):¹

PLATINUM’s Company-Wide and Uniform Payroll and HR Practices

PLATINUM SECURITY, INC. is a California corporation and is a security services and investigations company providing armed and unarmed uniformed officer, loss prevention, access control, and bicycle and foot patrol services in the commercial, retail, residential, and governmental industries, with six (6) branch locations across California. Upon information and belief, PLATINUM maintains a single, centralized Human Resources (HR) department at its corporate headquarters in Los Angeles, California, for all non-exempt, hourly paid employees working for PLATINUM in California, including Ms. Toves and other aggrieved employees. At all relevant times, PLATINUM issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Ms. Toves and other aggrieved employees, regardless of their location or position.

Upon information and belief, PLATINUM maintains a centralized Payroll department at its corporate headquarters in Los Angeles, California, which processes payroll for all non-exempt, hourly paid employees working for PLATINUM in California, including Ms. Toves and other aggrieved employees. Further, PLATINUM issues the same formatted wage statements in the same manner for all non-exempt, hourly paid employees working in California, including Ms. Toves and other aggrieved employees, irrespective of their location, position, or manner in which each employee’s employment ended. In other words, PLATINUM utilized the same methods and formulas when calculating wages due to Ms. Toves and other aggrieved employees in California.

Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 – Failure to Provide Meal Periods

California Labor Code sections 226.7, 512(a), 516, and 1198 and the applicable Industrial Welfare Commission (“IWC”) Wage Order require employers to provide meal periods and to pay an employee one (1) additional hour of pay at the employee’s regular rate for each work day that a meal or rest period is not provided. Pursuant to Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order, an employer may not require, cause or permit an employee to work for a period of more than five (5) hours per day without providing the employee with an uninterrupted meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee. Under California law, first meal periods must start after no more than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012). Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order also require employers to provide a second meal period of not less than thirty (30) minutes if an employee works over ten (10) hours per day or

¹ These facts, theories, and claims are based on Ms. Toves’s experience and counsel’s review of those records currently available relating to Ms. Toves’s employment. Discovery conducted in litigation of wage and hour claims such as these often reveals additional claims that the aggrieved employee was not initially aware of (because the aggrieved employee was not aware of the law’s requirements, the employer misinformed its employee of the law’s requirements, or because the employer effectively hid the violations). Thus, Ms. Toves reserves the right to supplement this letter with additional facts, theories, and claims if she becomes aware of them subsequent to the submission of this letter.

to pay an employee one (1) additional hour of pay at the employee's regular rate, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

During the relevant time period, on information and belief, PLATINUM had, and continues to have, company-wide policies and/or practices of understaffing its jobsites while assigning heavy workloads, including providing continuous jobsite monitoring. PLATINUM's policies and/or practices resulted in a failure to provide Ms. Toves and other aggrieved employees with adequate meal period coverage, and thus, Ms. Toves and other aggrieved employees were not always afforded uninterrupted 30-minute meal periods during shifts when they were entitled to receive a meal period. Also, PLATINUM systematically, and on a company-wide basis, understaffed its jobsite locations, including by adopting a single-staffing model for some of its jobsites, whereby only one (1) employee was scheduled to work at certain times, thereby failing to provide adequate meal period coverage to permit those employees to take compliant meal periods. PLATINUM also had a practice of failing to schedule meal periods at all, which further caused Ms. Toves and/or other aggrieved employees to not be relieved of their duties for compliant meal periods.

As a result, Ms. Toves and other aggrieved employees had to work through all or part of their meal periods, had their meal periods interrupted, and/or had to wait extended periods of time before taking meal periods.

Additionally, on information and belief, PLATINUM implemented a company-wide policy and/or practice of automatically deducting meal periods from Ms. Toves's and other aggrieved employees' time records, instead of allowing employees to clock in and out for meal periods. As a result of this policy, PLATINUM falsified and deducted meal periods from Ms. Toves's and other aggrieved employees' time records even when meal periods were missed, short, and/or interrupted.

Further, PLATINUM did not provide Ms. Toves and other aggrieved employees with second 30-minute meal periods on days that they worked in excess of ten (10) hours in one day. During the relevant time period, Ms. Toves worked shifts in excess of 10 hours in one day and did not take a second meal period during those shifts. Ms. Toves and other aggrieved employees did not sign valid meal period waivers on days that they were entitled to meal periods and were not relieved of all duties.

At all times herein mentioned, PLATINUM knew or should have known that, as a result of these policies, Ms. Toves and other aggrieved employees were not actually relieved of all duties to take timely, uninterrupted meal periods. PLATINUM further knew or should have known that PLATINUM did not pay Ms. Toves and other aggrieved employees meal period premiums when meal periods were missed, shortened, interrupted, and/or late.

Furthermore, PLATINUM engaged in a company-wide practice and/or policy of not paying all meal period premiums owed when compliant meal periods are not provided. Because of this practice and/or policy, Ms. Toves and other aggrieved employees have not received premium pay for all missed, late, and interrupted meal periods.

Accordingly, PLATINUM failed to provide all meal periods in violation of California Labor Code sections 226.7, 512(a), 516, and 1198. Ms. Toves and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring

PLATINUM into compliance with the applicable IWC Wage Order and Labor Code sections 226.7, 512(a), 516, and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 226.7, 516, and 1198 – Failure to Authorize and Permit Rest Periods

California Labor Code sections 226.7, 516, and 1198 and the applicable IWC Wage Order require employers to provide rest periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC. The applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily work time is less than three and one-half (3 ½) hours.

To comply with its obligation to authorize and permit rest periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer must "relinquish any control over how employees spend their break time, and relieve their employees of all duties—including the obligation that an employee remain on call. A rest period, in short, must be a period of rest." *Augustus, et al. v. ABM Security Services, Inc.*, 2 Cal. 5th 257, 273 (2016).

During the relevant time period, PLATINUM regularly failed to authorize and permit Ms. Toves and other aggrieved employees to take a ten (10) minute rest period per each four (4) hour period worked or major fraction thereof. As with meal periods, PLATINUM's policies and/or practices, including understaffing/single-staffing and assigning heavy workloads, prevented Ms. Toves and other aggrieved employees from being relieved of all duty in order to take compliant rest periods. PLATINUM also failed to schedule rest periods, which, coupled with PLATINUM's failure to provide adequate rest period coverage, further led to Ms. Toves and other aggrieved employees not being authorized and permitted to take rest periods.

Furthermore, on information and belief, PLATINUM maintained a company-wide on-premises rest period policy, which effectively required that Ms. Toves and other aggrieved employees remain on the work premises during their rest periods. Because Ms. Toves and other aggrieved employees were restricted from leaving the premises during rest periods, they were denied the ability to use their rest periods freely for their own purposes, such as running personal errands. Thus, PLATINUM effectively maintained control over Ms. Toves and other aggrieved employees during rest periods.

As a result of PLATINUM's practices and policies, Ms. Toves and other aggrieved employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without receiving all uninterrupted rest periods to which they were entitled. For example, Ms. Toves had to forgo her rest periods altogether due to the heavy workload and lack of sufficient rest period coverage.

PLATINUM also has engaged in a company-wide practice and/or policy of not paying rest period premiums owed when compliant rest periods are not authorized and permitted. Because of this

practice and/or policy, Ms. Toves and other aggrieved employees have not received premium pay for all missed rest periods.

Accordingly, PLATINUM failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Ms. Toves and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring PLATINUM into compliance with the applicable IWC Wage Order and Labor Code sections 226.7, 516, and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 510 and 1198 – Unpaid Overtime

California Labor Code sections 510 and 1198 and the applicable IWC Wage Order require employers to pay employees working more than eight (8) hours in a day or more than forty (40) hours in a workweek at the rate of time-and-one-half (1 ½) times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek. The applicable IWC Wage Order further provides that employers are required to pay employees working more than twelve (12) hours in a day overtime compensation at a rate of two (2) times their regular rate of pay. An employee's regular rate of pay includes all remuneration for employment paid to, or on behalf of, the employee, including nondiscretionary bonuses and incentive pay.

PLATINUM willfully failed to pay all overtime wages owed to Ms. Toves and other aggrieved employees. During the relevant time period, Ms. Toves and other aggrieved employees were not paid overtime premiums for all of the hours they worked in excess of eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40) hours in a week, because all hours that they worked were not recorded.

As set forth above, PLATINUM's company-wide policies and/or practices of understaffing and/or single-staffing its jobsite locations while assigning heavy workloads, including providing continuous jobsite monitoring, resulted in a failure to provide Ms. Toves and/or other aggrieved employees with adequate meal period coverage, and thus, Ms. Toves and other aggrieved employees were not always afforded uninterrupted 30-minute meal periods during shifts when they were entitled to receive a meal period. Moreover, as also stated, PLATINUM had a practice of failing to schedule meal periods, which further caused Ms. Toves and other aggrieved employees to not be relieved of their duties for compliant meal periods. Thus, Ms. Toves and/or other aggrieved employees worked through their meal periods and/or had their meal periods interrupted in order to complete their assigned workloads.

As also set forth above, during the relevant time period, on information and belief, PLATINUM implemented a company-wide policy and/or practice of automatically deducting meal periods from Ms. Toves's and other aggrieved employees' time records, instead of allowing employees to clock in and out for meal periods. As a result of this policy, PLATINUM deducted 30-minute meal periods from Ms. Toves's and other aggrieved employees' time records even when meal periods were missed, short, and/or interrupted. Thus, PLATINUM did not compensate Ms. Toves and other aggrieved employees for the time they spent working off-the-clock during unpaid meal periods.

PLATINUM knew or should have known that as a result of these company-wide practices and/or policies, Ms. Toves and other aggrieved employees were performing their assigned duties off-the-clock during meal periods, and were suffered or permitted to perform work for which they were not paid. Because Ms. Toves and other aggrieved employees worked shifts of eight (8) hours or more a

day, or forty (40) hours a week or more, some of this off-the-clock work qualified for overtime premium pay. Therefore, Ms. Toves and other aggrieved employees were not paid overtime wages for all of the overtime hours they actually worked.

PLATINUM's failure to pay Ms. Toves and other aggrieved employees the balance of overtime compensation, as required by California law, violates the provisions of California Labor Code sections 510 and 1198. Ms. Toves and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring PLATINUM into compliance with the applicable IWC Wage Order and Labor Code sections 510 and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 – Unpaid Minimum Wages

California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 require employers to pay employees the minimum wage fixed by the IWC. The payment of a lesser wage than the minimum so fixed is unlawful. Compensable work time is defined in Wage Order No. 4-2001 as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so." Cal. Code Regs. Tit. 8, § 11040(2)(L) (defining "Hours Worked").

As set forth above, due to PLATINUM's policies and/or practices of understaffing and/or single-staffing its jobsites while assigning heavy workloads and failing to schedule meal periods, Ms. Toves and/or other aggrieved employees were impeded from taking all uninterrupted meal periods to which they were entitled and were required to work off-the-clock during meal periods, have their meal periods interrupted, and/or were otherwise not relieved of all duties during unpaid meal periods. Furthermore, as stated, on information and belief, PLATINUM had a company-wide practice and/or policy of automatically deducting meal periods from Ms. Toves's and other aggrieved employees' time records, even when meal periods were missed, short, and/or interrupted. Thus, PLATINUM failed to pay Ms. Toves and other aggrieved employees for actual hours worked during unpaid meal periods because these hours were not always correctly recorded.

PLATINUM did not pay at least minimum wages for all hours worked by Ms. Toves and other aggrieved employees. To the extent that these off-the-clock hours did not qualify for overtime premium payment, PLATINUM did not pay at least minimum wages for those hours worked off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

Accordingly, PLATINUM regularly failed to pay at least minimum wages to Ms. Toves and other aggrieved employees for all of the hours they worked in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Ms. Toves and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring PLATINUM into compliance with the applicable IWC Wage Order and Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198, pursuant to Labor Code sections 1197.1 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 226(a), 1174(d), and 1198 – Non-Compliant Wage Statements and Failure to Maintain Accurate Payroll Records

California Labor Code section 226(a) requires employers to make, keep and provide true, accurate, and complete employment records. PLATINUM has not provided Ms. Toves and other aggrieved employees with properly itemized wage statements. Labor Code section 226(e) provides that if an employer fails to comply with providing an employee with properly itemized wage statements as set forth in 226(a), then the employee is entitled to recover the greater of all actual damages or \$50 for the initial pay period in which a violation occurs and \$100 per employee for each violation in a subsequent pay period, not to exceed \$4,000. Further, Labor Code section 226.3 provides that any employer who violates section 226(a) shall be subject to a civil penalty in the amount of \$250 per employee per violation in an initial citation and \$1,000 per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage statement or fails to keep the required records pursuant to Section 226(a).

During the relevant time period, PLATINUM has knowingly and intentionally provided Ms. Toves and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, PLATINUM issued uniform wage statements to Ms. Toves and other aggrieved employees that fail to correctly list: gross wages earned; total hours worked; net wages earned; and all applicable hourly rates in effect during the pay period, including rates of pay for overtime wages, and the corresponding number of hours worked at each hourly rate. Specifically, PLATINUM violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

Because PLATINUM did not accurately record the time Ms. Toves and/or other aggrieved employees spent working off-the-clock and deducted time from their records for meal periods that were interrupted and/or missed (and therefore time for which they should have been paid), PLATINUM did not list the correct amount of gross wages and net wages earned by Ms. Toves and other aggrieved employees in compliance with section 226(a)(1) and section 226(a)(5), respectively. For the same reason, PLATINUM failed to accurately list the total number of hours worked by Ms. Toves and other aggrieved employees, in violation of section 226(a)(2), and failed to list the applicable hourly rates of pay in effect during the pay period and the corresponding accurate number of hours worked at each hourly rate, in violation of section 226(a)(9).

The wage statement deficiencies also include, among other things, failing to list the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period for which aggrieved employees were paid; failing to list the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number; failing to list the name and address of the legal entity that is the employer; and/or failing to state all hours worked as a result of not recording or stating hours worked off-the-clock.

California Labor Code section 1174(d) provides that “[e]very person employing labor in this state shall . . . [k]eep a record showing the names and addresses of all employees employed and the ages of all minors” and “[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments” Labor Code section 1174.5 provides that employers are subject to a \$500 civil penalty if they fail to maintain accurate and complete records as required by section 1174(d). During the relevant time period, and in violation of Labor Code section

1174(d), PLATINUM willfully failed to maintain accurate payroll records for Ms. Toves and other aggrieved employees showing the daily hours they worked and the wages paid thereto as a result of failing to record the off-the-clock hours that they worked.

California Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC Wage Order, employers are required to keep accurate time records showing when the employee begins and ends each work period and meal period. During the relevant time period, PLATINUM engaged in company-wide practices and/or policies of failing to record actual hours worked (including falsifying time records by recording that compliant meal periods were taken regardless of if or when meal periods were actually taken), and thereby failed to keep accurate records of work period and meal period start and end times for Ms. Toves and other aggrieved employees, in violation of section 1198. Also, in light of PLATINUM’s failure to provide Ms. Toves and other aggrieved employees with second 30-minute meal periods to which they were entitled, PLATINUM kept no records of meal start and end times for second meal periods.

Because PLATINUM failed to provide the correct net and gross wages earned, applicable rates of pay, and number of total hours worked on wage statements, Ms. Toves and other aggrieved employees have been prevented from verifying, solely from information on the wage statements themselves, that they were paid correctly and in full. Instead, Ms. Toves and other aggrieved employees have had to look to sources outside of the wage statements themselves and reconstruct time records to determine whether in fact they were paid correctly and the extent of underpayment, thereby causing them injury.

Ms. Toves and other aggrieved employees are entitled to recover civil penalties, attorneys’ fees, costs, and interest thereon, and seek injunctive relief to bring PLATINUM into compliance with the applicable IWC Wage Order and Labor Code sections 226(a), 1174(d), and 1198, pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f), and (k).

Violation of California Labor Code § 204 – Failure to Timely Pay Wages During Employment

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. Alternatively, California Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period.

During the relevant time period, PLATINUM failed to pay Ms. Toves and other aggrieved employees all wages due to them, including, but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, within any time period specified by California Labor Code section 204.

Ms. Toves and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring PLATINUM into compliance with Labor Code section 204, pursuant to Labor Code sections 210 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 201 and 202 – Failure to Timely Pay Final Wages Upon Termination

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

PLATINUM willfully failed to pay Ms. Toves and other aggrieved employees who are no longer employed by PLATINUM the earned and unpaid wages set forth above, including but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, either at the time of discharge, or within seventy-two (72) hours of their leaving PLATINUM's employ.

Ms. Toves and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring PLATINUM into compliance with Labor Code sections 201 and 202, pursuant to Labor Code sections 256 and/or 2699(a), (f), and (k).

Violation of California Labor Code § 2802 – Unreimbursed Business Expenses

California Labor Code section 2802 requires employers to pay for all necessary expenditures and losses incurred by the employee in the performance of his or her job. The purpose of Labor Code section 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144 (2014). The applicable wage order, IWC Wage Order No. 4-2001, provides that: "[w]hen tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft." IWC Wage Order No. 4-2001 also provides that: "[w]hen uniforms are required by the employer to be worn by the employee as a condition of employment, such uniforms shall be provided and maintained by the employer."

First, during the relevant time period, PLATINUM, on a company-wide basis, required that Ms. Toves and other aggrieved employees use their personal mobile devices, including, but not limited to, cellular phones, and/or mobile data to carry out their job duties but failed to reimburse them for the costs of their work-related mobile device and/or mobile data expenses. For example, Ms. Toves was required to download various mobile applications, such as "Celayix Team Xpress" for timekeeping. As another example, Ms. Toves was required to use her personal cell phone for calling California Highway Patrol to report incidents, and for communicating with PLATINUM's office in Sacramento, regarding work-related matters. Although PLATINUM required Ms. Toves and other aggrieved employees to use their personal mobile devices and mobile data to carry out their work-related duties, PLATINUM failed to reimburse them for their costs incurred.

Second, during the relevant time period, PLATINUM required Ms. Toves and other aggrieved employees to report to work in clean and presentable uniforms bearing the “Platinum Security” company logo, including uniform shirts and jackets. However, PLATINUM did not provide its employees with sufficient uniforms to wear for their shifts throughout the week. For example, PLATINUM only provided Ms. Toves with three (3) shirts at the time of hire. Because PLATINUM failed to provide its employees with an adequate number of uniforms in relation to their scheduled shifts, Ms. Toves and other aggrieved employees were required to wash their uniform items more frequently than other clothing and/or separately from their regular clothing, thus incurring additional laundry expenses for the upkeep of their uniforms. Thus, PLATINUM failed to provide and maintain uniforms they required Ms. Toves and other aggrieved employees to wear during their shifts and forced them to incur the costs of maintaining employee uniforms.

PLATINUM could have provided Ms. Toves and other aggrieved employees with the actual equipment for use on the job, such as company mobile devices as well as an adequate number of uniform items; or, PLATINUM could have reimbursed employees for the costs of their mobile device usage and laundering expenses or provided a uniform maintenance allowance. Instead, PLATINUM passed these operating costs onto Ms. Toves and other aggrieved employees. At all relevant times, Ms. Toves did not earn at least two (2) times the minimum wage.

Thus, PLATINUM had, and continues to have, a company-wide policy and/or practice of not reimbursing employees for expenses necessarily incurred in violation of California Labor Code section 2802. Ms. Toves and other aggrieved employees are entitled to recover civil penalties, attorneys’ fees, costs, and interest thereon, and seek injunctive relief to bring PLATINUM into compliance with the applicable IWC Wage Order and Labor Code section 2802, pursuant to Labor Code sections 2699(a), (f), and (k).

Violation of California Labor Code § 2810.5(a)(1)(A)-(C) – Failure to Provide Notice of Material Terms of Employment

California’s Wage Theft Prevention Act was enacted to ensure that employers provide employees with basic information material to their employment relationship at the time of hiring, and to ensure that employees are given written and timely notice of any changes to basic information material to their employment. Codified at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the time of hiring, an employer must provide written notice to employees of the rate(s) of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, the regular payday designated by the employer, and any allowances claims as part of the minimum wage, including meal or lodging allowances. Effective January 1, 2015, an employer’s written notice pursuant to section 2810.5 must also include a statement that the employee may accrue and use sick leave; has a right to request and use accrued paid sick leave; may not be terminated or retaliated against for using or requesting the use of accrued paid sick leave; and has the right to file a complaint against an employer who retaliates.

PLATINUM failed to provide Ms. Toves and other aggrieved employees written notice that lists the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C). PLATINUM’s failure to provide Ms. Toves and other aggrieved employees with written notice of basic information regarding their employment with PLATINUM is in violation of Labor Code section 2810.5.

Ms. Toves and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring PLATINUM into compliance with Labor Code section 2810.5, pursuant to Labor Code sections 2699(a), (f), and (k).

California Labor Code § 558(a)

California Labor Code section 558(a) provides "[a]ny employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter 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 . . . (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid" Labor Code section 558(c) provides that "[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law." PLATINUM, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Ms. Toves's and other aggrieved employees' rights by violating various sections of the California Labor Code.

Accordingly, Ms. Toves seeks the remedies set forth in Labor Code section 558 for herself, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 1194.5, 2699(a), 2699(k), 2699.3(a), 2699.3(c), 2699.5, and 558, Ms. Toves, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties and injunctive relief for herself, all other aggrieved employees, and the State of California against PLATINUM for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5.

Therefore, on behalf of all aggrieved employees, Ms. Toves seeks all applicable civil penalties related to these violations of the California Labor Code pursuant to PAGA.

Thank you for your attention to this matter. If you have any questions, please contact me at the phone number or address below:

Alexander Lima
Capstone Law APC
1875 Century Park East, Suite 1000
Los Angeles, CA 90067
(310) 556-4811

Best Regards,



Alexander Lima

Copy: PLATINUM SECURITY, INC. (via U.S. Certified Mail)

PROOF OF SERVICE

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 1875 Century Park East, Suite 1860 Los Angeles, California 90067.

On **October 16, 2025**, I served the document described as: **FIRST AMENDED CLASS ACTION COMPLAINT & ENFORCEMENT ACTION UNDER THE PRIVATE ATTORNEYS GENERAL ACT, CALIFORNIA LABOR CODE §§ 2698, ET SEQ.** on the interested parties in this action by sending [] the original [or] [✓] a true copy thereof [✓] to interested parties as follows [or] [] as stated on the attached service list:

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[] **BY MAIL (ENCLOSED IN A SEALED ENVELOPE):** I deposited the envelope(s) for mailing in the ordinary course of business at Los Angeles, California. I am "readily familiar" with this firm's practice of collection and processing correspondence for mailing. Under that practice, sealed envelopes are deposited with the U.S. Postal Service that same day in the ordinary course of business with postage thereon fully prepaid at Los Angeles, California.

[] **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address or e-mail of record in this action.

[] **BY PERSONAL SERVICE:** I delivered the document, enclosed in a sealed envelope, by hand to the counsel for Defendant.

[X] **BY ELECTRONIC SERVICE:** I caused the document(s) to be transmitted electronically via One Legal eService to the individuals listed above, as they exist on that database. This will constitute service of the document(s).

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on **October 16, 2025**, at Los Angeles, California.

Sophia Flores

Type/Print Name



Signature