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 JOSE DIAZ RODRIGUEZ,
 and all putative class members

FILED
 Superior Court of California
 County of Los Angeles

10/15/2025

David W. Slayton, Executive Officer / Clerk of Court

By: M. Arellanes Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

JOSE DIAZ RODRIGUEZ, an individual, on
 behalf of himself and all others similarly
 situated,

Plaintiff,

vs.

PROFESSIONAL SECURITY
 CONSULTANTS, a California corporation and
 DOES 1-50, inclusive,

Defendant.

Case No.: 25STCV25522

**FIRST AMENDED CLASS AND
 REPRESENTATIVE ACTION
 COMPLAINT FOR:**

1. Failure to Pay For All Hours Worked,
Including Overtime Hours Worked
2. Failure to Properly Calculate
Overtime Rate and Pay Overtime
Wages
3. Failure to Pay All Wages Owed Twice
Per Month
4. Failure to Pay Minimum Wage
5. Failure to Pay Wages Upon
Termination
6. Failure to Provide Compliant Meal
Breaks
7. Failure to Provide Rest Breaks
8. Failure to Reimburse for Required
Business Expenses
9. Failure to Provide Accurate Itemized
Wage Statements & Violation of
Record Keeping Requirements
10. Unlawful Business Practices
Bus & Prof. Code §17200
11. Private Attorneys General Act
Penalties (Lab. Code §2699)

JURY TRIAL DEMANDED

*FILED AS A MATTER OF RIGHT
 PURSUANT TO LABOR CODE
 2699.3(a)(2)(C)*

1 Plaintiff JOSE DIAZ RODRIGUEZ, individually, and on behalf of all others similarly
2 situated, all aggrieved employees, and as Private Attorney General for the State of California
3 (collectively “Plaintiff”), alleges as follows:

4 NATURE OF THE ACTION

5 1. This is an employment class and representative action on behalf of over 50 hourly, non-
6 exempt employees against their employer for violations of numerous wage and hour laws. Plaintiff
7 brings this employment class action complaint on behalf of himself, and all others similarly
8 situated, all aggrieved employees, and as a Private Attorney General for the State of California,
9 against PROFESSIONAL SECURITY CONSULTANTS and DOES 1-50, inclusive, (hereafter
10 collectively “Defendant” or “Defendants”).

11 2. Defendant PROFESSIONAL SECURITY CONSULTANTS operates a security guard
12 service in Los Angeles, doing business in California. Plaintiff worked for Defendant from on or
13 about December 21, 2023 until August 17, 2024. Plaintiff and the proposed class earn at or near
14 minimum wage.

15 3. As described further below, Defendant has violated the California Labor Code by (1)
16 failing to pay for all hours worked, including overtime hours worked (§200, 204, 206, 206.5, 207,
17 210, 216, 218, 218.6, 221, 223, 351, 510, 558, 1194, 1197, 1197.1, 1198, IWC Wage Orders); (2)
18 failing to properly calculate overtime rate and pay overtime wages (§218, 510, et seq., 1194); (3)
19 failing to pay all wages owed twice per month (§204, 210); (4) failing to pay minimum wage
20 (§200, 218.5, 226, 558, 1194, 1194.2, 1197, 1197.2, 1198, 1199); (5) failing to pay all wages due
21 upon termination (§201, 202, 203, 227.3, 256); (6) failing to permit compliant meal breaks (§226
22 (a), 226.7, 512, 558, 1198, Wage Orders); (7) failing to provide rest breaks (§226, 226.7, 512, 558,
23 1198, Wage Orders); (8) failing to reimburse for required business expenses (§1198, 2802); (9)
24 failing to provide accurate itemized wage statements and violating record keeping requirements
25 (§226, 1174); (10) unlawful and unfair business practices (Bus. & Prof. Code §17200, et. seq.);
26 and (11) penalties under the Private Attorneys General Act (“PAGA”), Labor Code §2698 et seq.
27 Attorney General Act (“PAGA”), Labor Code §2698 et seq.
28

1 4. The class claims in this action are brought pursuant to Code of Civil Procedure (“CCP”)
2 §382, seeking recovery for unpaid wages, including overtime wages, missed meal and rest period
3 penalty pay, statutory and waiting time penalties, injunctive and other equitable relief, interest, and
4 reasonable attorneys’ fees and costs. Pursuant to the class and representative action procedures
5 provided for under California law, Plaintiff, on behalf of himself and proposed Class Members
6 (also referred to as “Class”), also seeks injunctive relief and restitution of all benefits Defendant
7 has received from their unlawful actions as alleged herein. Plaintiff has also provided notice of
8 these claims pursuant to §2698 *et seq.* to the Labor and Workforce and Development Agency
9 (“LWDA”) and now brings this First Amended Complaint, including claims for civil penalties under
10 the Private Attorneys General Act (“PAGA”), Labor Code §2698 *et seq.* Attorney General Act
11 (“PAGA”), Labor Code §2698 *et seq.*

12 5. The “Class Period” is designated as the four-year period prior to the filing of this
13 Complaint through the date of the final disposition of this action. From the start of the Class Period
14 through the present, Defendant has had a policy and/or practice of among other violations: late
15 and/or interrupted meal breaks, untimely and/or interrupted rest breaks, issuing inaccurate wage
16 statements, and ignoring and violating California wage and hour laws, in their business as more
17 fully set forth below.

18 6. The “PAGA Period” is defined herein commences one year prior to the date of filing the
19 PAGA Notice Letter with the LWDA.

20 7. Defendant has treated all persons employed in California in such a way as to violate
21 California’s laws governing conditions of employment and payment of wages owed. Plaintiff
22 asserts that Defendant has knowingly and with conscious disregard of the law refused to pay the
23 Class Members and aggrieved employees all wages owed, including overtime wages and meal and
24 rest break penalty wages. Defendant has violated numerous Labor Code provisions, as set forth
25 herein. Class Members and aggrieved employees are owed their back pay, plus interest and/or
26 premiums and penalties under Business and Professions Code section 17203 to compensate Class
27 Members and aggrieved employees for the delay in receiving wages due.
28

1 8. Defendant, by and through their actions, has engaged in unfair competition, requiring
2 restitution to persons affected and disgorgement of profits so obtained.

3 THE PARTIES

4 9. Plaintiff JOSE DIAZ RODRIGUEZ is an individual who resides in California and
5 Plaintiff worked for Defendant from on or about December 21, 2023, until August 17, 2024.

6 10. Defendant PROFESSIONAL SECURITY CONSULTANTS is a California
7 corporation doing business in California with the capacity to sue and to be sued and doing business,
8 in Los Angeles County, State of California. Defendant exercised control over the wages, hours,
9 and/or working conditions of Plaintiff and members of the proposed class and aggrieved
10 employees throughout the liability period.

11 11. Defendant Does 1-50, inclusive, are sued herein under fictitious names. Their true
12 names and capacities are unknown to Plaintiff. When their true names and capacities are
13 ascertained, Plaintiff will amend this complaint by inserting their true names and capacities herein.
14 Plaintiff is informed and believe, and thereon alleges, that each of the fictitiously named Defendant
15 is responsible in some manner for the occurrences herein alleged, and that the damages sustained
16 by Plaintiff and the Class Members and aggrieved employees herein alleged were proximately
17 caused by such Doe Defendants.

18 12. Plaintiff is informed and believes and thereon alleges that each Defendant, directly or
19 indirectly, or through agents or other persons, employed Plaintiff and other members of the Class,
20 and exercised control over their wages, hours, and working conditions. Plaintiff is informed and
21 believes and thereon alleges that each Defendant acted in all respects pertinent to this action as the
22 agent of the other Defendants, carried out a joint scheme, business plan or policy in all respects
23 pertinent hereto, and the acts of each Defendant is legally attributable to the other Defendants.

24 JURISDICTION AND VENUE

25 13. Venue is proper in this judicial district because Defendant conducts business in this
26 County and Defendant has legal obligations to Plaintiff and many of the Class Members and
27 aggrieved employees in this case that arose in this county.
28

1 14. The monetary damages, restitution, and statutory penalties sought by Plaintiff exceed
2 the minimal jurisdictional limits of the Superior Court and will be established according to proof
3 at trial. Based on information, investigation, and analysis, Plaintiff alleges that the amount in
4 controversy, including claims for monetary damages, penalties, and attorney's fees, is more than
5 thirty-five thousand dollars (\$35,000) and less than five million dollars (\$5,000,000).

6 15. The California Superior Court has jurisdiction in this matter because Plaintiff is a
7 resident of California and Defendant is incorporated in and/or qualified to do business in California
8 and regularly conduct business in California. Further, there is no federal question at issue as the
9 claims herein are based solely on California law.

10 **CLASS AND REPRESENTATIVE ACTION ALLEGATIONS**

11 16. During the Class Period and PAGA Period, Defendant committed various violations
12 of the California Labor Code, the UCL and the applicable IWC Wage Order, as alleged below in
13 more detail. Defendant enforces multiple policies that violate state law which are intended to
14 increase its own profits to the detriment of its employees.

15 17. Defendant failed to properly pay for all hours worked, including overtime
16 compensation. Plaintiff, class members and aggrieved employees frequently worked off the clock
17 and were routinely subjected to periods wherein they were under the Defendant's control but not
18 compensated for their time.

19 18. Defendant failed to pay overtime wages at the correct regular rate of pay.

20 19. Defendant failed to properly calculate and pay sick leave wages at the regular rate.

21 20. Defendant from time to time failed to pay all wages owed twice per month.

22 21. Defendant from time to time failed to pay minimum wage.

23 22. Defendant from time to time failed to pay all wages, including vacation wages, due
24 upon termination.

25 23. Defendant from time to time failed to maintain a policy and practice that provides its
26 employees with meal periods as required by California law.

27 24. Defendant from time to time failed to maintain a policy and practice that provides its
28 employees with compliant rest breaks as required by California law.

1 25. Defendant from time to time failed to reimburse required business expenses.

2 26. Defendant from time to time failed to consistently provide timely, accurate, itemized
3 wage statements to employees, as well as maintain accurate records, in accordance with Labor
4 Code §§ 226 and 1174.

5 27. Based upon the above allegations, Defendant from time to time engaged in unfair
6 competition.

7 28. Plaintiff brings this action on behalf of herself, and all other persons similarly situated,
8 all aggrieved employees, and the State of California, to recover from Defendant for failure to
9 comply with California wage and hour laws, and for claims under Business and Professions Code
10 § 17200.

11 29. This action has been brought and may properly be maintained as a class action
12 pursuant to the provisions of Code of Civil Procedure § 382 because the proposed class is
13 ascertainable and there is a well-defined community of interest. Plaintiff is among in excess of 50
14 employees who have been similarly injured by Defendant's unlawful employment policies and
15 practices.

16 30. The "PAGA Period" is defined herein commences on year prior to the date of filing
17 the PAGA Notice letter with the LWDA.

18 31. The PAGA Class, also referred to herein as "aggrieved employees": "All current and
19 former hourly, non-exempt employees of Defendants in California, at any time from one year prior
20 to the filing of the PAGA Notice letter with the LWDA until the resolution of this matter." Plaintiff
21 reserves the right to amend or modify the definition of aggrieved employees with respect to the
22 issues or in any other way.

23 32. The "Relevant Class Period" or proposed "Class Period" as defined herein commences
24 four years prior to the date of filing the Complaint in this action.

25 33. Plaintiff brings this action on his behalf and as a class action under Cal. Code of Civil
26 Procedure §382 on behalf of the following defined groups:
27
28

1 34. Proposed Class: “All persons who are employed or have been employed by Defendant
2 in the State of California as hourly, non-exempt workers during the period of the relevant statute
3 of limitations.”

4 35. Proposed Sub-classes are defined below and/or a representative action under Business
5 & Professions Code §§17200 et seq. and Labor Code §2699:

- 6 A. All persons who are employed or have been employed by Defendant in the State
7 of California as hourly, non-exempt workers during the period of the relevant
8 statute of limitations, who worked one or more shift in excess of five (5) hours.
- 9 B. All persons who are employed or have been employed by Defendant in the State
10 of California as hourly, non-exempt workers during the period of the relevant
11 statute of limitations, who worked one or more shifts in excess of six (6) hours.
- 12 C. All persons who are employed or have been employed by Defendant in the State
13 of California as hourly, non-exempt workers during the period of the relevant
14 statute of limitations, who worked one or more shifts in excess of eight (8)
15 hours.
- 16 D. All persons who are employed or have been employed by Defendant in the State
17 of California as hourly, non-exempt workers during the period of the relevant
18 statute of limitations, who worked one or more shifts in excess of three and one-
19 half hours (3 ½), but less than or equal to six (6) hours.
- 20 E. All persons who are employed or have been employed by Defendant in the State
21 of California as hourly, non-exempt workers during the period of the relevant
22 statute of limitations, who worked one or more shifts in excess of six (6) hours,
23 but less than or equal to ten (10) hours.
- 24 F. All persons who are employed or have been employed by Defendant in the State
25 of California as hourly, non-exempt workers during the period of the relevant
26 statute of limitations, who were paid sick pay.
27
28

1 G. All persons who are employed or have been employed by Defendant in the State
2 of California as hourly, non-exempt workers during the period of the relevant
3 statute of limitations, who separated their employment from Defendant.

4 H. All persons who are employed or have been employed by Defendant in the State
5 of California as hourly, non-exempt workers during the period of the relevant
6 statute of limitations, who received pay for one or more pay periods.

7 36. This action is brought, and may properly be maintained, as a class action under CCP
8 §382 and/or a representative action under Business & Professions Code §§17200 et seq. and Labor
9 Code §2699 because there is a well-defined community of interest in the litigation, and the
10 proposed Class, PAGA Class, and Subclasses (collectively “Class”) are easily ascertainable.

11 37. Numerosity: The Proposed Class is so numerous that joinder of all members is
12 impractical. Plaintiff is informed and believes, and on that basis alleges, that during the relevant
13 time period, Defendant employed over 50 putative Class Members who are geographically
14 dispersed and who satisfy the definition of the proposed Class. As such, a class action is the only
15 available method for the fair and efficient adjudication of this controversy. Membership in the
16 Proposed Class can be easily ascertained by an examination and analysis of employee and payroll
17 records, among other records within Defendant’s possession and control.

18 38. Typicality: Plaintiff’s claims are typical of the claims of the Class Members. Plaintiff,
19 like others similarly situated, was subjected to Defendant’s common, unlawful policies, practices,
20 and procedures described above. The Plaintiff’s positions at the company was typical of those of
21 other Class Members. Plaintiff’s claims are typical of the claims of each Class Member because
22 each have sustained damages arising out of and caused by Defendant’s common course of conduct,
23 as alleged herein. As such, Plaintiff has the same interests in this matter as all members of the
24 Class.

25 39. Adequacy: Plaintiff will fairly and adequately protect the interests of the members of
26 the Class. Plaintiff has retained counsel competent and experienced in complex class actions and
27 California labor and employment litigation.
28

1 40. Commonality: Common questions of law and fact exist, including but not limited to
2 the following:

- 3 i. Whether Defendant violated wage and hour laws by failing to pay for all hours
4 worked;
- 5 ii. Whether Defendant violated wage and hour laws by failing to pay overtime
6 wages;
- 7 iii. Whether Defendant violated wage and hour laws by failing to properly pay
8 calculate and pay sick leave wages at the regular rate;
- 9 iv. Whether Defendant violated wage and hour laws by failing to pay all wages
10 owed twice per month;
- 11 v. Whether Defendant violated wage and hour laws by failing to pay minimum
12 wage;
- 13 vi. Whether Defendant violated wage and hour laws by failing to pay all wages
14 due upon termination, including vacation wages;
- 15 vii. Whether Defendant violated wage and hour laws by failing to provide timely
16 meal breaks;
- 17 viii. Whether Defendant's policy and practice concerning meal breaks was
18 unlawful;
- 19 ix. Whether Defendant violated wage and hour laws by failing to provide rest
20 breaks;
- 21 x. Whether Defendant's policy and practice concerning rest breaks was
22 unlawful;
- 23 xi. Whether Defendant violated wage and hour laws by failing to reimburse
24 required business expenses;
- 25 xii. Whether Defendant unlawfully failed to keep and furnish Class Members
26 with accurate, itemized records of hours worked, in violation of Labor Code
27 §§ 226 and 1174;
- 28

- 1 xiii. The proper measure of damages sustained and the proper measure of
2 restitution recoverable by Plaintiff, the Class Members, and Subclass
3 Members;
4 xiv. Whether the Class Members are entitled to injunctive relief to enjoin any
5 further violations of wage and labor laws;
6 xv. Whether Defendant, and each of them, are/were participants in the alleged
7 unlawful and/or tortious conduct;
8 xvi. Whether Defendant's conduct was willful and reckless;
9 xvii. The effect upon and the extent of injuries suffered by Plaintiff and the Plaintiff
10 Class and the appropriate amount of reimbursement, restitution, damages, or
11 other compensation; and
12 xviii. What is the extent of liability of each Defendant, including DOE defendants,
13 to each Class and Subclass member?

14 41. Superiority: A class action is superior to other available methods of the fair and
15 efficient adjudication of the controversy, particularly in the context of wage and hour litigation
16 where the damage suffered by individual plaintiffs, while not inconsequential, makes individual
17 actions impracticable given the expenses and burdens associated with seeking individual relief.
18 Prosecuting over 50 identical, individual lawsuits does not promote judicial efficiency or equity
19 and consistency in judicial results. Moreover, the Class is a group of hourly, low-wage earning
20 employees who rely on their wages and requiring that each individual take time away from work
21 to prosecute individual actions would be inequitable and result in undue hardship for the individual
22 Class members and their families. Public policy favors efficient resolution of their claims and
23 uniform enforcement of California Labor laws against entities skirting their legal obligations at the
24 expense of a vulnerable working population.

25 42. Manageability: Plaintiff is informed and believes that all allegations in this Complaint
26 are capable of being determined on the same evidence and based primarily on review of corporate
27 records and key testimony of Defendant's corporate representatives. To the extent statistical
28 analysis and representative evidence is necessary, Plaintiff and proposed class counsel will employ

competent experts and consultants in the field to determine and review evidence for both issues of liability and damages in a scientifically reliable manner.

43. Plaintiff requests, pursuant to Rule 1857(a)(l) and Rule 3.766 of the California Rules of Court, that the absent Class and Subclass Members be notified by the best notice practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort. The names and address of the Class and Subclass Members are available from Defendant.

FIRST CAUSE OF ACTION

FAILURE TO PAY FOR ALL HOURS WORKED, INCLUDING OVERTIME HOURS WORKED

Cal. Labor Code §§ 200, 204, 206, 206.5, 207, 210, 216, 218, 218.6, 221, 223, 351, 510, 558,
1194, 1197, 1197.1, 1198, IWC Wage Orders

(Plaintiff Against All Defendants)

44. Plaintiff incorporates by reference in this cause of action each allegation of the preceding paragraphs as though fully set forth herein.

45. Defendant's conduct described in this complaint from time to time violates the provisions of Labor Code §§ 200, 204, 206, 206.5, 207, 210, 216, 218, 218.6, 221, 223, 351, 510, 558, 1194, 1197, 1197.1, 1198, IWC Wage Orders.

46. The Wage Orders define "hours worked" as "the time during which an employee is subject to the control of an employer, and including all the time the employee is suffered or permitted to work, whether or not required to do so." Defendant has been engaged in many unlawful employment practices which resulted in underpayment for hours worked each pay period, including overtime hours worked, as more fully set forth below. Defendant has also failed to pay the required minimum wage for all hours worked, and has failed to pay all wages owed twice per month.

47. Plaintiff and class members have been employed under conditions prohibited by the wage order, and thus Defendant has also violated §§1198 and 1199.

1 48. Off-the-Clock Hours Worked. Plaintiff and class members frequently worked off the
2 clock and were routinely subjected to periods wherein they were under the Defendant's control
3 but not compensated for their time.

4 49. Plaintiff and Class Members were required to carry radios and work phones at all times,
5 including during meal and rest breaks. Employees frequently experienced interrupted or late meal
6 breaks due to the radios and work phones. Employees were required to answer their phones even
7 while off the clock, often before clocking in to discuss the day's assignment. These calls lasted an
8 average of 10-15 minutes.

9 50. Further, employees frequently had to wait for the security guard they were relieving to
10 arrive at their post. For example, at least twice per week, Plaintiff spent twenty minutes waiting
11 for the on-duty security guard to arrive at the designated post and transfer equipment before
12 Plaintiff was permitted to clock in. This waiting time was consistently off the clock. Defendant
13 prohibited employees from clocking in before receiving the work phone from the prior guard.

14 51. Employees were also on-call on weekends when the Company had events. Employees
15 were not paid for waiting on standby. When employees were called into work over the weekend,
16 they were paid the base rate.

17 52. Unpaid Wages – Rounding. Defendant rounds timecards in a manner that favors
18 Defendant. Indeed, with Defendant's strict policies against arriving to work late, as well as against
19 returning from meal periods late, Plaintiff and class members clock in before their start time and
20 this consistently benefitted Defendant. However, Plaintiff's wage statements, and on information
21 and belief those of Class Members, consistently show hours rounded down. Defendant used the
22 ADP App to keep track of time. Employees clocked in and out using their phone. Despite the
23 precision of the timeclock, Defendant periodically changed employees time clock records after
24 employees clocked in and out.

25 53. Work Performed During Unpaid Meal Periods. As more fully set forth below,
26 Defendant failed to permit Plaintiff and others to take timely, off-duty, meal breaks of "not less
27 than 30 minutes" for each five consecutive hours of work in violation of Labor Code §§226.7 and
28 512.

1 54. Plaintiff and Class Members were required to keep their radios and work phones on at
2 all times, including during meal breaks. Employees frequently experienced interrupted or late meal
3 breaks due to being on call via radios and work phones.

4 55. On-Call Time. Plaintiff and Class Members were often required to remain “on call”
5 during weekends. This time was not paid despite the fact that employees were substantially limited
6 in their activities and were required to respond immediately if called in.

7 56. Due to these failures, Defendant is liable for the above listed Labor Code sections.

8 **SECOND CAUSE OF ACTION**

9 **FAILURE TO PROPERLY CALCULATE OVERTIME RATE**

10 **AND PAY OVERTIME WAGES**

11 Cal. Lab. Code §§218, 510 et seq., 1194

12 (Plaintiff Against All Defendants)

13 57. Plaintiff incorporates by reference in this cause of action each allegation of the
14 preceding paragraphs as though fully set forth herein.

15 58. Defendant pays additional compensation such as shift premiums for working holidays
16 and/or nondiscretionary bonuses to its hourly, non-exempt employees. It is well established that
17 nondiscretionary bonuses retroactively increase the employee’s “regular rate” of pay for purposes
18 of calculating overtime. (Labor Code §207) The “regular rate” is calculated by dividing the hours
19 worked in a week by all the compensation earned for that week. When an employee is later paid a
20 bonus that is partly due to work performed in that week, this additional pay must be added into the
21 total compensation for the week, increasing the employee’s regular rate of pay. (Marin v. Costco
22 Wholesale Corp. (2008) 169 CA4th 804, 807.)

23 59. Defendant pays shift premiums and other forms of compensation. These
24 nondiscretionary payments were not incorporated into aggrieved employees’ regular rate of pay
25 for purposes of calculating overtime, sick pay, vacation wages, or meal and rest period premium
26 pay.

27 60. Due to these failures, Defendant is liable for the above listed Labor Code sections.
28

1 **THIRD CAUSE OF ACTION**

2 **FAILURE TO PAY ALL WAGES OWED TWICE PER MONTH**

3 Cal. Lab. Code §§204, 210

4 (Plaintiff Against All Defendants)

5 61. Plaintiff incorporates by reference in this cause of action each allegation of the
6 preceding paragraphs as though fully set forth herein.

7 62. Defendant's conduct described in this complaint violates the provisions of Labor Code
8 §§ 204, 210.

9 63. Defendant was required to pay Plaintiff and class members all wages earned twice
10 during each calendar month pursuant to Labor Code §204(a).

11 64. Defendant failed to pay all wages earned to employees as a result of the unlawful
12 employment policies and practices discussed herein. As a result of these practices, employees were
13 underpaid for hours worked, including overtime and penalty wages, and this underpayment
14 resulted in a failure to pay all wages owed twice per month.

15 65. Due to these failures, Defendant is liable under Labor Code §204 and 210 for failure to
16 pay wages as required by law.

17 **FOURTH CAUSE OF ACTION**

18 **FAILURE TO PAY MINIMUM WAGE**

19 Cal. Lab. Code §§200, 218.5, 226, 558, 1194, 1194.2, 1197, 1197.2, 1198, 1199

20 (Plaintiff Against All Defendants)

21 66. Plaintiff incorporates by reference in this cause of action each allegation of the
22 preceding paragraphs as though fully set forth herein.

23 67. Defendant's conduct described in this complaint violates the provisions of Labor Code
24 §§ 200, 218.5, 226, 558, 1194, 1194.2, 1197, 1197.2, 1198, 1199.

25 68. Pursuant to Labor Code sections 1194, 1194.2 and 1197, it is unlawful for an employer
26 to suffer or permit a California employee to work without paying wages at the proper minimum
27 wage for all time worked as required by the applicable IWC Wage Order.
28

69. Defendant failed to pay Plaintiff and class members for all hours worked as a result of Defendant's practices described above. Employees were not paid the minimum wage. For example, available paystubs show Plaintiff's hourly rate as \$17, which is less than the minimum wage in the city of Los Angeles during Plaintiff's employment from 2023 until 2024.

70. Based on Defendant's unlawful conduct described herein, and because Plaintiff and the class members were paid at or near minimum wage, employer's failure to pay for all hours worked, including overtime, resulted in a payment of less than the minimum wage for all hours worked, in violation of Labor Code §1197, 1197.1, 1199 and the Wage Orders.

FIFTH CAUSE OF ACTION

FAILURE TO PAY WAGES, INCLUDING VACATION WAGES, DUE UPON TERMINATION

Cal. Lab. Code §§201, 202, 203, 227.3, 256

(Plaintiff Against All Defendants)

71. Plaintiff incorporates by reference in this cause of action each allegation of the preceding paragraphs as though fully set forth herein.

72. Defendant's conduct described in this complaint violates the provisions of Labor Code §§ 201, 202, 203, 227.3, 256.

73. An employee who is discharged must be paid all of his or her wages, including accrued vacation, immediately at the time of termination. (Labor Code Sections 201 and 227.3.) As set forth above, Defendant knowingly and willfully failed to pay all compensation, including accrued vacation wages, due and owing to Plaintiff at the time employment terminated.

74. Defendant willfully failed to pay employees who are no longer employed by it all compensation due upon termination of employment as required by Cal. Lab. Code §§201 and 202. Plaintiff and similarly situated individuals are now entitled to recover up to thirty (30) days pay as waiting time under the terms of §203.

FAILURE TO PERMIT COMPLIANT MEAL BREAKS

(Plaintiff Against All Defendants)

77. Labor Code §512 provides, “[a]n employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes...” Labor Code §226.7(a) provides, “[n]o employer shall require an employee to work during any meal... period mandated by an applicable order of the Industrial Welfare Commission.” Paragraph 11 of the Wage Order provides, in pertinent part, “[u]nless an employee is relieved of all duty during a 30-minute meal period, the meal period shall be considered an ‘on duty’ meal period and counted as time worked.”

78. Defendant failed to permit Plaintiff and others to take timely, off-duty, meal breaks of “not less than 30 minutes” for each five consecutive hours of work in violation of Labor Code §§226.7 and 512. Defendant failed to pay all penalty pay to Plaintiff or class members for noncompliant meal periods. As a derivative claim, Plaintiff alleges that pay statements were inaccurate, failing to include required meal period penalties, thus failing the requirements of Labor Code §226(a).

79. In this case, Plaintiff and Class Members frequently missed first and second meal periods. When meal periods were provided, they were often late, short, and/or interrupted.

80. Employees frequently had to work during their meal breaks. Second meal breaks were not offered when employees worked more than 10 hours. Meal periods were also on-duty because employees were not permitted to turn off their walkie talkies and were required to respond regardless of whether they were on unpaid meal periods.

1 81. Full, uninterrupted, off-duty, thirty-minute meal periods were not provided because
2 Defendant: (1) did not account for all hours worked that were unaccounted for on their timecard;
3 (2) did not adequately inform and train employees about their rights to meal periods and premium
4 payments for non-compliant meal periods; (3) did not adequately inform and train employees about
5 when, where and how to take timely and uninterrupted thirty-minute meal periods; (4) because
6 Defendant did not staff enough people to schedule all timely and uninterrupted thirty-minute meal
7 periods; (5) because management at various levels, affecting all hourly, non-exempt employees,
8 refused to offer, permit, or enforce a lawfully compliant meal period policy; and/or (6) because
9 Defendant unlawfully shaved and/or rounded clock in and clock out times for meal periods.
10 Plaintiff and class members were not paid a premium payment, paid as an hour's wage at the
11 employee's regular rate of pay when meal periods were not given to them in compliance with
12 California law.

13 82. Rounding Meal Period Time Entries. Meal periods were also noncompliant because
14 Defendant rounded and thus altered timeclock entries for meal periods so that they do not show a
15 meal period violation. The California Supreme Court has emphasized the importance of fully
16 compliant meal periods, holding that employers must record meal period time entries to the exact
17 minute, prohibiting rounding or shaving time for employee meal periods. (*Donohue v. AMN*
18 *Services, LLC* (2021) 11 Cal.5th 58, 67.)

19 83. Failing to Allow Employees to Leave Premises. "Employers must afford employees
20 uninterrupted half-hour periods in which they are relieved of any duty or employer control and *are*
21 *free to come and go as they please*." (*Estrada v. Royalty Carpet Mills, Inc.* (2022) 76 Cal.App.5th
22 685, 705.)

23 84. In this case, Defendant had a written policy prohibiting employees from leaving the
24 premises during unpaid meal periods, resulting in unpaid on-duty meal periods.

1 **SEVENTH CAUSE OF ACTION**

2 **FAILURE TO PROVIDE REST BREAKS**

3 Cal. Labor Code §§ 226, 226.7, 512, 558, 1198, Wage Orders

4 **(Plaintiff Against All Defendants)**

5 85. Plaintiff incorporates by reference in this cause of action each allegation of the
6 preceding paragraphs as though fully set forth herein.

7 86. Defendant's conduct described in this complaint from time to time violates the
8 provisions of Labor Code §§ 226, 226.7, 512, 558, 1198, Wage Orders.

9 87. Defendant failed to maintain a compliant rest period policy and practice that provides
10 its employees with off-duty rest periods as required by California law.

11 88. Rest periods were either less than ten minutes, not provided, interrupted or late, "on
12 duty," or not scheduled before and after a meal period for shifts greater than six hours, as
13 prescribed by California law because Defendant: (1) did not account for all hours worked that were
14 unaccounted for on their timecard; (2) did not adequately inform and train employees about their
15 rights to rest breaks and premium payments for non-compliant rest breaks; (3) did not adequately
16 inform and train employees about when, where and how to take timely and uninterrupted ten-
17 minute rest breaks; (4) because Defendant did not staff enough people to schedule all timely and
18 uninterrupted ten-minute rest breaks; and/or (5) because management at various levels, affecting
19 all hourly, non-exempt employees, refused to offer, permit, or enforce a lawfully compliant rest
20 break policy.

21 89. The rest period requirement obligates employers to permit and authorize employees to
22 take off-duty rest periods, meaning employers must relieve employees of all duties and relinquish
23 control over how employees spend their time. *Augustus v. ABM Security Services, Inc.*, (2016) 5
24 Cal.5th 257, 269. Defendant must pay employees an additional hour of wages at the employee's
25 regular rate of pay for each missed or improper rest period (e.g., less than 10 minutes, interrupted
26 rest period, rest period(s) at improper time(s) during shift(s). Lab. Code §226.7; applicable IWC
27 Wage Order, §12(B) ("If an employer fails to provide an employee a rest period in accordance
28 with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of

1 pay at the employee's regular rate of compensation for each work day that the rest period is not
2 provided"). Moreover, under California law rest periods must be a "net" ten minutes in a suitable
3 rest area. (*Id.* at 268) (relying on January 3, 1986 and February 22, 2002 DLSE Letters wherein
4 the DLSE ruled that the net ten-minute language for rest periods means ten minutes of time in a
5 rest area and cannot include time it takes to get to and from the rest area). The employer must show
6 that it clearly articulates the right to a net ten minutes, which means it must clearly communicate
7 what "net" ten minutes means (i.e., regardless of what happens along the way to and from a rest
8 area, employees are entitled to a full ten minutes of rest in the rest area). *Id.*; *see also*, *Bufile v.*
9 *Dollar Fin. Grp., Inc.*, (2008) 162 Cal. App. 4th 1193, 1199 (the "onus is on the employer to
10 clearly communicate the authorization and permission [to take rest periods] to their employees.").

11 90. Defendant did not authorize or permit all of its hourly employees to take at least a ten
12 minute rest period in which they were relieved of all duties, for every 4 hours of work, or major
13 fraction thereof, as required by Cal. Lab. Code §226.7, §512 and the Wage Orders. When breaks
14 were missed Defendant failed to pay the 1-hour penalty, as required. Because Defendant violated
15 the Wage Order, Defendant is liable under Labor Code §1198.

16 **EIGHTH CAUSE OF ACTION**

17 **FAILURE TO REIMBURSE FOR REQUIRED BUSINESS EXPENSES**

18 Cal. Labor Code §§ 1198, 2802

19 (Plaintiff Against All Defendants)

20 91. Plaintiff incorporates by reference in this cause of action each allegation of the
21 preceding paragraphs as though fully set forth herein.

22 92. Defendant's conduct described in this complaint from time to time violates the
23 provisions of Labor Code §§ 1198, 2802.

24 93. Labor Code §2802 requires employers to indemnify employees for necessary
25 expenditures or losses incurred by employees in direct consequence of the discharge of duties.

26 94. Plaintiff and class members are required to use their personal cell phones for work
27 related communications, although Defendant did not reimburse them in any way for the expense
28 of their personal cell phone use as required by the Labor Code.

1 95. Plaintiff and class members were required to wear uniforms including a white shirt
2 with the company's logo. Plaintiff's paystubs show a "uniform deduction." Defendant did not
3 compensate for the uniforms, nor did they reimburse for uniform maintenance.

4 96. Employees were also frequently required to bring their own tools to work, including
5 flashlights, utility belts, and pepper spray to perform their duties.

6 **NINTH CAUSE OF ACTION**

7 **PAYSTUB AND RECORD KEEPING VIOLATIONS**

8 Cal. Labor Code §§ 226, 1174

9 (Plaintiff Against All Defendants)

10 97. Plaintiff incorporates by reference in this cause of action each allegation of the
11 preceding paragraphs as though fully set forth herein.

12 98. Defendant's conduct described in this complaint from time to time violates the
13 provisions of Labor Code §§ 226, 1174.

14 99. Defendant knowingly and intentionally failed to provide timely, accurate, itemized
15 wage statements to Plaintiff and the class members in accordance with Labor Code §§ 226 and
16 keep accurate records as required by §1174(d).

17 100. Derivative of the claims above, the statements provided to Plaintiff and class
18 members, and the records maintained by Defendant, have not accurately reflected actual gross
19 wages earned, including pay for all hours worked and the accurate rate of pay for all hours worked,
20 and overtime pay, sick pay at the correct rate, and pay for meal and rest period premium wages.

21 101. §226 (a) requires:

22 A. An employer, semimonthly or at the time of each payment of wages,
23 shall furnish to his or her employee, either as a detachable part of the check,
24 draft, or voucher paying the employee's wages, or separately if wages are paid
25 by personal check or cash, an accurate itemized statement in writing showing
26 (1) gross wages earned, (2) total hours worked by the employee, except as
27 provided in subdivision (j), (3) the number of piece-rate units earned and any
28 applicable piece rate if the employee is paid on a piece-rate basis, (4) all

1 deductions, provided that all deductions made on written orders of the employee
2 may be aggregated and shown as one item, (5) net wages earned, (6) the
3 inclusive dates of the period for which the employee is paid, (7) the name of the
4 employee and only the last four digits of his or her social security number or an
5 employee identification number other than a social security number, (8) the
6 name and address of the legal entity that is the employer and, if the employer is
7 a farm labor contractor, as defined in subdivision (b) of Section 1682, the name
8 and address of the legal entity that secured the services of the employer, and (9)
9 all applicable hourly rates in effect during the pay period and the corresponding
10 number of hours worked at each hourly rate by the employee...

11 102. Such failures caused injury to Plaintiff and others, by, among other things, impeding
12 them from knowing the total hours worked, and the amount of wages to which they are and were
13 entitled. Defendant knowingly and intentionally failed to accurately itemize the gross wages
14 earned, net wages earned, and total hours worked.

15 103. Finally, Defendant has violated Labor Code §432.5 for forcing Plaintiff and class
16 members to sign employment related contracts and documents that contained unlawful terms of
17 employment.

18 **TENTH CAUSE OF ACTION**

19 **UNFAIR BUSINESS PRACTICES IN VIOLATION OF**

20 California Business and Professions Code section 17200, et seq.

21 **(Plaintiff Against All Defendants)**

22 104. Plaintiff incorporates by reference in this cause of action each allegation of the
23 preceding paragraphs as though fully set forth herein.

24 105. Defendant from time to time knowingly committed, and upon information and belief
25 continue to commit, ongoing unlawful business practices within the meaning of the UCL,
26 including, but not limited to unlawful practices as described in the causes of action articulated
27 above, and hereby incorporated herein.
28

1 106. Plaintiff lost money and property as a result of Defendant's unlawful business
2 practices described above.

3 107. Pursuant to the UCL, Plaintiff and all Class Members are entitled to restitution of
4 money or property acquired by Defendant by means of such unlawful business practices, in
5 amounts not yet known, but to be ascertained at trial.

6 108. Pursuant to the UCL, Plaintiff and Class Members are entitled to injunctive relief
7 against Defendant's ongoing unlawful business practices. If an injunction does not issue enjoining
8 Defendant from engaging in the unlawful business practices described above, Plaintiff and the
9 general public will be irreparably injured.

10 109. Plaintiff has no plain, speedy, and adequate remedy at law. Defendant, if not enjoined
11 by this Court, will continue to engage in the unlawful business practices described above in
12 violation of the UCL, in derogation of the rights of Plaintiff and Class Members and of the general
13 public.

14 110. Plaintiff's success in this action will result in the enforcement of important rights
15 affecting the public interest by conferring a significant benefit upon the general public.

16 111. Defendant's numerous violations of local and California law, as well as the other
17 statutory and regulatory violations alleged herein, constitute unlawful business actions and
18 practices in violation of Business and Professions Code § 17200, et seq.

19 112. Pursuant to Business and Professions Code § 17200, et seq., Plaintiff and the Class
20 Members are entitled to restitution of unpaid wages, including overtime, sick pay, and premium
21 wages, among other relief alleged herein, that were withheld and retained by Defendant during a
22 period that commences four years prior to the filing of this action. Plaintiff is further entitled to a
23 permanent injunction requiring Defendant to comply with all provisions of California labor law,
24 including properly paying the lawful rate of pay for all hours worked, properly paying sick pay,
25 providing rest periods to all workers as defined herein, timely paying due wages upon termination,
26 maintaining accurate wages statements and payroll records, in addition to an award of attorneys'
27 fees and costs pursuant to Code of Civil Procedure § 1021.5 and other applicable law, and costs.

28 //

STATUTORY PENALTIES PURSUANT TO PRIVATE ATTORNEYS GENERAL
ACT, LABOR CODE §2698 *et seq.* AGAINST ALL DEFENDANTS

114. Under the Private Attorneys General Act of 2006, Labor Code §§2698-2699.5, an aggrieved employee, on behalf of herself and other current or former employees, may recover penalties under any provision of the Labor Code that provides for civil penalties. These penalties are in addition to any other relief available under the Labor Code. Plaintiff is an aggrieved employee under PAGA.

116. Enforcement of statutory provisions enacted to protect workers and to ensure proper and prompt payment of wages due to employees is a fundamental public interest in California. Consequently, Plaintiff's success in this action will result in the enforcement of important rights affecting the public interest and will confer a significant benefit upon the general public. Private enforcement of the rights enumerated herein is necessary, as no public agency has pursued enforcement. Plaintiff is incurring a financial burden in pursuing this action and it would be

1 against the interests of justice to require payment of attorneys' fees and costs from any recover
2 that might be obtained herein, pursuant to, inter alia, Labor Code §§2698, *et seq.*, and Code of
3 Civil Procedure §1021.5

4 117. In addition, if Plaintiff succeeds in enforcing these rights affecting the public
5 interest, then attorneys' fees may be awarded to Plaintiff and against Defendants under Code of
6 Civil Procedure §1021.5 and other applicable law in part, because:

7 **a.** A successful outcome in this action will result in the enforcement of important
8 rights affecting the public interest by requiring Defendants to comply with the wage and hour
9 laws and California's unfair business practice law;

10 **b.** This action will result in a significant benefit to Plaintiff, the Class, and the
11 general public by bringing to a halt unlawful and/or unfair activity;

12 **c.** Unless this action is prosecuted, members of the Class and general public will not
13 recover those moneys, and many of Defendants' employees would not be aware that the acts and
14 practices they were subjected to by Defendants were wrongful;

15 **d.** Unless this action is prosecuted, Defendants will continue to mislead their
16 employees about the true nature of their rights and remedies under the wage and hour laws; and

17 118. An award of attorneys' fees and costs is necessary for the prosecution of this action
18 and will result in a benefit to Plaintiff, the Class, aggrieved employees, and to consumers in
19 general, by preventing Defendants from continuing to circumvent the wage and hour statutes and
20 frustrate the long-standing recognition by the California legislature and the courts that such
21 statutes, as pled herein, are not merely a matter of private concern between employer and
22 employee to be eviscerated by considerations of waiver, contributory negligence, good or bad
23 faith, and private agreements. Rather, the wage and hour statutes have been described as a matter
24 of public concern, were designed to provide minimum substantive guarantees to individual
25 workers and are essential to public welfare.

26 REQUEST FOR RELIEF

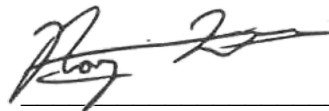
27 WHEREFORE, Plaintiff, on behalf of herself and the Proposed Class, request judgment
28 and the following specific relief against Defendant as follows:

- 1 A. That the Court determine that this action may be maintained as a class action
2 under Code of Civil Procedure § 382;
- 3 B. That the Court determine that this action may be maintained as a PAGA
4 representative action under Cal. Labor Code §2698 *et seq.*
- 5 C. Provision of class notice to all members of the Class;
- 6 D. That Defendant is found to have violated the above-referenced provisions of the
7 Labor Code, CCR and the IWC Wage Order as to Plaintiff, Class Members
8 ,relevant subclass Members, and aggrieved employees;
- 9 E. For compensatory damages, in an amount according to proof at trial, with
10 interest thereon;
- 11 F. For compensation for not being paid for all hours worked;
- 12 G. For compensation for not being paid overtime;
- 13 H. For compensation for not being paid all wages owed twice per month;
- 14 I. For compensation for not being paid minimum wage;
- 15 J. For compensation for not being paid all wages due upon termination;
- 16 K. For compensation for not being provided compliant meal breaks;
- 17 L. For compensation for not being provided compliant rest breaks;
- 18 M. For compensation for not being reimbursed for required business expenses;
- 19 N. For compensation for not being provided accurate itemized wage statements;
- 20 O. For compensation for not being paid premium and penalty wages;
- 21 P. That Defendant's actions are found to be willful and/or in bad faith to the extent
22 necessary under §§ 201, 202, 203, and 558 of the California Labor Code for
23 willful failure to pay all compensation owed at the time of separation to Plaintiff
24 Class Members and aggrieved employees no longer employed by Defendant;
- 25 Q. That Plaintiff and Class Members and aggrieved employees receive penalties
26 for Defendant's violation of §226 and 1174 of the California Labor Code for
27 willful failure to provide and maintain the required accurate and itemized wage
28 statements;

- 1 R. That Plaintiff Class Members and aggrieved employees receive an award in the
2 amount of unpaid wages owed, including interest thereon, and penalties as
3 provided in the Labor Code, CCR and Wage Order, including under Labor Code
4 §§ 203, 510, 558, and 2698 et seq., subject to proof at trial;
- 5 S. That Defendant be ordered to pay restitution to Plaintiff Class Members and
6 aggrieved employees for amounts acquired through Defendant's unlawful
7 activities pursuant to Business and Professions Code §§ 17200-05 and enjoined
8 to cease and desist from unlawful and unfair activities in violation of California
9 Business and Professions Code § 17200 et. seq.;
- 10 T. That Plaintiff Class Members and aggrieved employees receive an award of
11 reasonable attorneys' fees and costs pursuant to Code of Civil Procedure
12 §1021.5, Labor Code §226, 218.5, and 1194 and/or applicable laws;
- 13 U. That the Court award penalties pursuant to Labor Code §2698 et seq.
- 14 V. That the Court issue declaratory relief that Defendant's challenged policies are
15 unlawful; and
- 16 W. That the Court order further relief, in law and equity, as it deems appropriate
17 and just.

18
19 DATED: October 15, 2025

KOUL LAW FIRM, APC

20
21 

22 BY: Nazo Koulloukian, Esq.
23 Attorneys for Plaintiff JOSE DIAZ
24 RODRIGUEZ and putative class members
25
26
27
28



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GLENDALE, CA 91205

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August 8, 2025

Via E-filing:

California Labor & Workforce
Development Agency
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

Via Certified U.S. Mail:

Professional Security Consultants
11454 San Vicente Blvd.
Los Angeles, CA 90049

Re: PAGA Notice Pursuant to California Labor Code §2698 *et seq.*

Claimant(s): Jose Diaz Rodriguez

Employer(s): Professional Security Consultants

Dear Sir or Madam:

Jose Diaz Rodriguez (“Claimant”) has retained Nazo Koulloukian, Esq. of Koul Law Firm, APC, to represent Claimant, and all other aggrieved employees, for conditions of employment and wage and hour claims against former employer, Professional Security Consultants (hereafter “Employer”).

Employer operates a Security Guard Service. Claimant worked for Employer from December 21, 2023 until August 17, 2024 as a security guard at Employer’s Los Angeles location. Claimant worked as an hourly, nonexempt employee earning approximately \$17.00 per hour at the time of separation.

Claimant alleges herein the specific provisions of California law that Employer has violated, requiring this Notice, including but not limited to: California Labor Code sections 201-203, 204, 208, 216, 221-223, 226, 226.2, 226.7, 245-248.6, 432, 432.5, 432.6, 432.7, 510, 512, 558, 558.1, 1024.5, 1174, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2802, 2810.5, and all applicable Wage Orders.

During Claimant’s employment, Claimant personally experienced the Labor Code violations described below. We request that your agency investigate the claims alleged below or permit Claimant to seek civil penalties under the Private Attorney General Act on behalf of the Labor and Workforce and development Agency and the State of California in a representative action. This letter will serve as notice of these allegations pursuant to Labor Code § 2699.3.

Failure to Pay For All Hours Worked, Including Overtime Hours Worked

(Cal. Labor Code §§200, 204, 206, 206.5, 207, 210, 216, 218, 218.6, 221, 223, 351, 510, 558, 1194, 1197, 1197.1, 1198, 2698 *et seq.*, IWC Wage Orders)

The Wage Orders define “hours worked” as “the time during which an employee is subject to the control of an employer, and including all the time the employee is suffered or permitted to work, whether or not required to do so.” Employer has been engaged in many unlawful employment practices which resulted in underpayment for hours worked each pay period, including overtime hours worked based on the employees regular rate of pay, as more fully set forth below. Employer has also failed to pay the required minimum wage for all hours worked, and has failed to pay all wages owed twice per month.

Claimant and aggrieved employees have been employed under conditions prohibited by the wage order, and thus Employer has also violated §§1198 and 1199. Employer is liable for civil penalties pursuant to Labor Code §§558 and 2698 *et seq.*

Off-the-Clock Hours Worked

Claimant and aggrieved employees frequently worked off the clock and were routinely subjected to periods wherein they were under the Employer’s control but not compensated for their time.

Claimant and his coworkers were required to carry radios and work phones at all times, including during meal and rest breaks. Employees frequently experienced interrupted or late meal breaks due to the radios and work phones. For example, Claimant recalls his meal breaks being interrupted by his radio and work phone at least 2 times per month. Employees were required to answer their phones even while off the clock. For example, Claimant recalls answering incoming calls lasting 10-15 minutes before clocking in, an average of twice per month.

Further, employees frequently had to wait for the security guard they were relieving to arrive at their post. For example, at least twice per week, Claimant spent twenty minutes waiting for the on-duty security guard to arrive at the designated post and transfer equipment before Claimant was permitted to clock in. This waiting time was consistently off the clock. Employer prohibited employees from clocking in before receiving the work phone from the prior guard.

Employees were also on-call on weekends when the Company had parties. Employees were not paid for waiting on standby. When employees were called into work over the weekend, they were paid the base rate.

Unpaid Wages – Rounding

Employer rounds Claimant and aggrieved employee timecards in a manner that favors Employer. Indeed, with Employer’s strict policies against arriving to work late, as well as against returning from meal periods late, Claimant and aggrieved employees clock in before their start time and this consistently benefitted Employer. However, Claimant’s wage statements consistently show hours rounded down.

Employer used the ADP App to keep track of time. Employees clocked in and out using their phone. Despite the precision of the timeclock, Employer periodically changed employees time clock records after employees clocked in and out.

Work Performed During Unpaid Meal Periods

As more fully set forth below, Employer failed to permit Claimant and others to take timely, off-duty, meal breaks of “not less than 30 minutes” for each five consecutive hours of work in violation of Labor Code §§226.7 and 512.

Claimant and his coworkers were required to keep their radios and work phones on at all times, including during meal breaks. Employees frequently experienced interrupted or late meal breaks due to being on call via radios and work phones. For example, Claimant recalls his meal breaks being interrupted at least 2 times per month.

On-Call Time

Claimant and his coworkers were often required to remain “on call” during weekends. This time was not paid despite the fact that employees were substantially limited in their activities and were required to respond immediately if called in.

Improper Calculation of Overtime Rate – Failure to Pay Overtime Wages

(Cal. Lab. Code §§218, 510 et. seq., 1194)

Employer pays additional compensation such as shift premiums for working holidays and/or nondiscretionary bonuses to its hourly, non-exempt employees. It is well established that nondiscretionary bonuses retroactively increase the employee’s “regular rate” of pay for purposes of calculating overtime. (Labor Code §207) The “regular rate” is calculated by dividing the hours worked in a week by all the compensation earned for that week. When an employee is later paid a bonus that is partly due to work performed in that week, this additional pay must be added into the total compensation for the week, increasing the employee’s regular rate of pay. (*Marin v. Costco Wholesale Corp.* (2008) 169 CA4th 804, 807.)

Employer pays shift premiums and other forms of compensation. These nondiscretionary payments were not incorporated into aggrieved employees’ regular rate of pay for purposes of calculating overtime, sick pay, vacation wages, or meal and rest period premium pay.

Failure to Properly Calculate and Pay Sick Leave Wages- Regular Rate

Cal. Labor Code §§246, 2698 *et seq*

Employers must calculate paid sick leave for non-exempt employees in one of two ways:

- (1) Paid sick time for nonexempt employees shall be calculated in the same manner as the regular rate of pay for the workweek in which the

employee uses paid sick time, whether or not the employee actually works overtime in that workweek; [or]

- (2) Paid sick time for nonexempt employees shall be calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment.

Labor Code § 246 (l)

Claimant and aggrieved employees were paid sick leave wages at their base hourly rates of pay, which is less than required under either of the two alternative methods of calculation provided by Labor Code section 246(l).

Employer pays additional wages in the form of shift-pay. These nondiscretionary payments were not incorporated into aggrieved employees' regular rate of pay for purposes of calculating overtime, sick pay, vacation wages, or meal and rest period premium pay.

Failure to Pay All Wages Owed Twice Per Month

(Cal. Lab. Code §§204, 210, and 2698 *et seq.*)

Employer was required to pay Claimant and aggrieved employees all wages earned twice during each calendar month pursuant to Labor Code §204(a).

Employer failed to pay all wages earned to employees as a result of the unlawful employment policies and practices discussed herein. As a result of these practices, employees were underpaid for hours worked, including overtime and premium wages, and this underpayment resulted in a failure to pay all wages owed twice per month.

Due to these failures, Employer is liable under Labor Code §204, 210 and 2698 *et seq.* for failure to pay wages as required by law.

Failure to Pay Minimum Wage

(Cal. Labor Code §§ 200, 218.5, 226, 558, 1194, 1194.2, 1197, 1197.2, 1198, 1199, 2698 *et seq.*)

Pursuant to Labor Code sections 1194, 1194.2 and 1197, it is unlawful for an employer to suffer or permit a California employee to work without paying wages at the proper minimum wage for all time worked as required by the applicable IWC Wage Order.

Employer failed to pay Claimant and aggrieved employees for all hours worked as a result of Employer's practices described above. Based on Employer's unlawful conduct described herein, and because Claimant and the aggrieved employees were paid at or near minimum wage, employer's failure to pay for all hours worked, including overtime, resulted in a payment of less

than the minimum wage for all hours worked, in violation of Labor Code §1197, 1197.1, 1199 and the Wage Orders. Employer is liable for civil penalties pursuant to Labor Code §§558 and 2698 *et seq.*

Employees were not paid the minimum wage. For example, available paystubs show Claimant's hourly rate as \$17, which is less than the minimum wage in the city of Los Angeles during Claimant's employment from 2023 until 2024.

Failure to Pay Wages Due Upon Termination

(Cal. Lab. Code §§201, 202, 203, 227.3 and 2698 *et seq.*)

An employee who is discharged must be paid all of his or her wages, including accrued vacation, immediately at the time of termination. (Labor Code Sections 201 and 227.3.) As set forth above, Employer knowingly and willfully failed to pay all compensation due and owing to Claimant at the time employment terminated.

Employer willfully failed to pay employees who are no longer employed by it all compensation due upon termination of employment as required by Cal. Lab. Code §§201 and 202. Claimant and similarly situated individuals are now entitled to recover up to thirty (30) days pay as waiting time under the terms of §203. Moreover, Employer is liable for civil penalties pursuant to Cal. Lab. Code § 2698 *et seq.* For example, Claimant did not receive his final paycheck until two weeks after he was terminated.

Failure to Permit Compliant Meal Periods

(Cal. Labor Code §§226 (a), 226.7, 512, 558, 1198, 2698 *et seq.*, Wage Order)

Labor Code §512 provides, “[a]n employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes...” Labor Code §226.7(a) provides, “[n]o employer shall require an employee to work during any meal... period mandated by an applicable order of the Industrial Welfare Commission.” Paragraph 11 of the Wage Order provides, in pertinent part, “[u]nless an employee is relieved of all duty during a 30-minute meal period, the meal period shall be considered an ‘on duty’ meal period and counted as time worked.”

Employer failed to permit Claimant and others to take timely, off-duty, meal breaks of “not less than 30 minutes” for each five consecutive hours of work in violation of Labor Code §§226.7 and 512. When meal periods were noncompliant, Employer failed to pay all premium pay to Claimant and aggrieved employees at their regular rates of pay. As a derivative claim, Claimant alleges that pay statements were inaccurate, failing to include required meal period penalties, thus failing the requirements of Labor Code §226(a).

Full, uninterrupted, off-duty, thirty-minute meal periods were not provided because Employer: (1) did not account for all hours worked that were unaccounted for on their timecard; (2) did not adequately inform and train employees about their rights to meal periods and premium payments for non-compliant meal periods; (3) did not adequately inform and train employees about

when, where and how to take timely and uninterrupted thirty-minute meal periods; (4) because Employer did not staff enough people to schedule all timely and uninterrupted thirty-minute meal periods; (5) because management at various levels, affecting all hourly, non-exempt employees, refused to offer, permit, or enforce a lawfully compliant meal period policy; and/or (6) because Employer unlawfully shaved and/or rounded clock in and clock out times for meal periods. Employees were not paid a premium payment, paid as an hour's wage when meal periods were not given to them in compliance with California law.

Claimant and Claimant's coworkers frequently missed first and second meal periods. When meal periods were provided, they were often late, short, and/or interrupted. For example, Claimant took late meal breaks on numerous occasions and recalls his meal breaks being interrupted numerous times.

Employees frequently had to work during their meal breaks. Second meal breaks were not offered when employees worked more than 10 hours. Meal periods were also on-duty because employees were not permitted to turn off their walkie talkies and were required to respond regardless of whether they were on unpaid meal periods.

Rounding Meal Period Time Entries

Meal periods were also noncompliant because Employer rounded and thus altered timeclock entries for meal periods so that they do not show a meal period violation. The California Supreme Court has emphasized the importance of fully compliant meal periods, holding that employers must record meal period time entries to the exact minute, prohibiting rounding or shaving time for employee meal periods. (*Donohue v. AMN Services, LLC* (2021) 11 Cal.5th 58, 67.)

Failing to Allow Employees to Leave Premises

"Employers must afford employees uninterrupted half-hour periods in which they are relieved of any duty or employer control and are *free to come and go as they please*." (*Estrada v. Royalty Carpet Mills, Inc.* (2022) 76 Cal.App.5th 685, 705.)

In this case, Employer had a written policy prohibiting employees from leaving the premises during unpaid meal periods, resulting in unpaid on-duty meal periods.

Failure to Provide Rest Breaks

(Cal. Labor Code §§226, 226.7, 512, 558, 1198, 2698 et seq., Wage Orders)

Employer failed to maintain a compliant rest period policy and practice that provides its employees with off-duty rest periods as required by California law. Claimant reports that employees frequently missed rest periods as a result of Employer's staffing and business practices, and that rest breaks were not scheduled into daily shifts.

Rest periods were either less than ten minutes, not provided, interrupted or late, "on duty," or not scheduled before and after a meal period for shifts greater than six hours, as prescribed by California law because Employer: (1) did not account for all hours worked that were unaccounted

for on their timecard; (2) did not adequately inform and train employees about their rights to rest breaks and premium payments for non-compliant rest breaks; (3) did not adequately inform and train employees about when, where and how to take timely and uninterrupted ten-minute rest breaks; (4) because Employer did not staff enough people to schedule all timely and uninterrupted ten-minute rest breaks; and/or (5) because management at various levels, affecting all hourly, non-exempt employees, refused to offer, permit, or enforce a lawfully compliant rest break policy.

The rest period requirement obligates employers to permit and authorize employees to take off-duty rest periods, meaning employers must relieve employees of all duties and relinquish control over how employees spend their time. *Augustus v. ABM Security Services, Inc.*, (2016) 5 Cal.5th 257, 269. Employers must pay employees an additional hour of wages at the employee's regular rate of pay for each missed or improper rest period (e.g., less than 10 minutes, interrupted rest period, rest period(s) at improper time(s) during shift(s). Lab. Code §226.7; applicable IWC Wage Order, §12(B) ("If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each work day that the rest period is not provided"). Moreover, under California law rest periods must be a "net" ten minutes in a suitable rest area. (*Id.* at 268) (relying on January 3, 1986 and February 22, 2002 DLSE Letters wherein the DLSE ruled that the net ten-minute language for rest periods means ten minutes of time in a rest area and cannot include time it takes to get to and from the rest area). The employer must show that it clearly articulates the right to a net ten minutes, which means it must clearly communicate what "net" ten minutes means (i.e., regardless of what happens along the way to and from a rest area, employees are entitled to a full ten minutes of rest in the rest area). *Id.*; *see also*, *Bufile v. Dollar Fin. Grp., Inc.*, (2008) 162 Cal. App. 4th 1193, 1199 (the "onus is on the employer to clearly communicate the authorization and permission [to take rest periods] to their employees.").

Employer did not authorize or permit all of its hourly employees to take at least a ten minute rest period in which they were relieved of all duties, for every 4 hours of work, or major fraction thereof, as required by Cal. Lab. Code §226.7, §512 and the Wage Orders. When breaks were missed Employer failed to pay the 1-hour premium, as required. Claimant and his coworkers frequently missed their rest breaks entirely because Employer failed to provide relief workers, which, given the low hourly rate, Employer could have coordinated relief workers to permit breaks.

Failure to Reimburse for Required Business Expenses

(Cal. Labor Code §§1198, 2802, 2698 *et seq.*)

Labor Code §2802 requires employers to indemnify employees for necessary expenditures or losses incurred by employees in direct consequence of the discharge of duties. Accordingly, Employers are liable for civil penalties under PAGA §2698 *et seq.*

Claimant and aggrieved employees are required to use their personal cell phones for work related communications, although Employers did not reimburse them in any way for the expense of their personal cell phone use as required by the Labor Code.

Further, employees were required to wear uniforms including a white shirt with the company's logo. Claimant's paystubs show a "uniform deduction." Employer did not compensate for the uniforms, nor did they reimburse for uniform maintenance.

Employees were also frequently required to bring their own tools to work, including flashlights, utility belts, and pepper spray to perform their duties.

Failure to Provide Accurate Itemized Wage Statements
(Cal. Labor Code §§ 226, 1174, 2698 *et seq*)

Employer knowingly and intentionally failed to provide timely, accurate, itemized wage statements to Claimant and the aggrieved employees in accordance with Labor Code §§ 226 and keep accurate records as required by §1174(d).

Derivative of the claims above, the statements provided to Claimant and aggrieved employees, and the records maintained by Employer, have not accurately reflected actual gross wages earned, including pay for all hours worked and the accurate rate of pay for all hours worked, and overtime pay, sick pay at the correct rate, and pay for meal and rest period premium wages.

§226 (a) requires:

An employer, semimonthly or at the time of each payment of wages, shall furnish to his or her employee, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately if wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except as provided in subdivision (j), (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) 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, (8) the name and address of the legal entity that is the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee...

Such failures called injury to Claimant and others, by, among other things, impeding them from knowing the total hours worked, and the amount of wages to which they are and were entitled.

Employer knowingly and intentionally failed to accurately itemize the gross wages earned, net wages earned, and total hours worked.

Employer is liable for civil penalties pursuant to Labor Code § 2698 *et seq.*

Finally, Employer has violated Labor Code §432.5 for forcing Claimant and aggrieved employees to sign employment-related contracts and documents that contained unlawful terms of employment, including invalid meal period waivers resulting from a noncompliant meal period policy and/or practice.

Conclusion

Employer has violated a number of California wage and hour laws and is therefore liable for civil penalties pursuant to Cal. Labor Code §2698 *et seq.* Claimant respectfully requests that the agency investigate the above allegations and hereby provides notice of the allegations pursuant to PAGA's provisions. Alternatively, Claimant requests that the agency inform Claimant if it does not intend to investigate these violations so that Claimant may pursue these claims as a representative action in civil court.

Sincerely,

A handwritten signature in black ink, appearing to read 'Nazo Koulloukian', with a stylized flourish extending to the right.

Nazo Koulloukian, Esq.
Attorney for Claimant

PROOF OF SERVICE

Case No. 25STCV25522

Diaz Rodriguez v. Professional Security Consultants

I, NADIA CHAVEZ declare that I am a resident of or employed in the County of Los Angeles, California. I am over the age of 18 years and not a party to the entitled case. The name and address of my residence or business is KOUL LAW FIRM, 217 South Kenwood Street, Glendale, California 91205.

On October 15, 2025, I served the foregoing document described as:

FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT

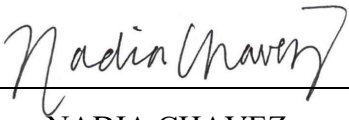
 X **BY E-MAIL:** I hereby certify that this document was served from Glendale, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address from e-mail nadia@koullaw.com pursuant to California Rules of Court. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

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:

Kyla Buenaventura
GORDON REES SCULLY MANSUKHANI
633 West Fifth Street, 52nd Floor,
Los Angeles, CA 90071
kbuenaventura@grsm.com

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

Executed on this October 15, 2025, in Glendale, California.



NADIA CHAVEZ