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Attorneys for Plaintiffs and all others similarly situated
CHAKEECH STALLWORTH and PETER FERNANDEZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

CHAKEECH STALLWORTH, an individual,
and PETER FERNANDEZ, an individual, on
behalf of themselves and all others similarly
situated,

Plaintiffs,

vs.

DF SECURITY & DISTRIBUTION INC., a
California Corporation; DREAMFIELDS
SECURITY INC., a California Corporation,
DREAMFIELDS BRANDS, INC., and DOES
5 through 100,

Defendants.

CASE NO.: CVRI2301249

**SECOND AMENDED CLASS ACTION
COMPLAINT FOR:**

- (1) UNPAID WAGES**
- (2) FAILURE TO PROVIDE MEAL PERIODS**
- (3) FAILURE TO PROVIDE REST PERIODS**
- (4) FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS**
- (5) WAITING TIME VIOLATIONS**
- (6) UNFAIR/UNLAWFUL BUSINESS PRACTICES**
- (7) VIOLATION OF LABOR CODE PRIVATE ATTORNEYS GENERAL ACT ("PAGA")**

**DEMAND FOR JURY TRIAL
UNLIMITED CIVIL CASE**

I. INTRODUCTION

1. Plaintiffs Chakeech Stallworth and Peter Fernandez ("Plaintiffs") bring this action asserting claims under California's Labor Code Private Attorneys General Act

1 (“PAGA”) and as a class action against Defendants DF Security & Distribution Inc.,
2 Dreamfields Security Inc., Dreamfields Brands, Inc., and Does 2 through 100,
3 (collectively, “Defendants”) for failure to pay their California security officers overtime
4 wages, meal and rest period violations, failure to issue accurate itemized wage
5 statements, and failure to pay all wages due upon separation of employment. As a result
6 of these acts or omissions, the Defendants have violated California statutory laws as
7 described below.

8 **II. JURISDICTION AND VENUE**

9 2. Plaintiff Fernandez, on behalf of himself and all other similarly situated,
10 hereby brings this Complaint for recovery of unpaid wages and penalties under California
11 Business and Professions Code § 17200, *et seq.*, applicable provisions of the California
12 Labor Code, including 201, 202, 203, 204, 206, 221, 223, 224, 226, 226.3, 510 and 512,
13 and the Industrial Welfare Commission Wage Order No. 4-2001 (the “IWC Wage Order”),
14 in addition to declaratory relief and restitution.

15 3. Pursuant to California Labor Code §§ 2699, 2699.3, 2699.5, and 558,
16 Plaintiff Stallworth brings a claim under PAGA seeking civil penalties for violations of
17 California Labor Code §§ 201, 202, 203, 204, 206, 226, 226.3, 510, 512, 1194 *et seq.*,
18 1198, 1720, and 2802.

19 4. This court has jurisdiction over Defendants’ violations of the California
20 Labor Code because the amount in controversy exceeds this court’s jurisdictional
21 minimum. Venue in this court is proper because Defendants actively and regularly
22 conducted business in Riverside County, and a significant portion of the events giving
23 rise to this action occurred here.

24 5. Plaintiffs assert no claims arising under federal law. Rather, Plaintiffs bring
25 causes of action based solely on, and arising from, California law. The claims of the class
26 are also individual claims for violations of California law described herein. These claims
27 arise from Defendants’ common and systemic failure to pay their workers all wages
28 owed, their failure to issue accurate itemized wage statements, failure to pay all wages
due upon separation, and their unfair business practices based on the foregoing.

III. PARTIES

6. Plaintiff Stallworth is an individual over the age of eighteen and a California resident. Plaintiff was employed by Defendants as a security officer from approximately August 2019 through September 2022.

7. Plaintiff Fernandez is an individual over the age of eighteen and a California resident. Plaintiff was employed by Defendants as a security officer from approximately April 2020 through May 2021.

8. Defendant Dreamfields Security Inc. is a California Corporation and licensed private patrol operator, with Bureau of Security & Investigative Services License Number 120807. The company's headquarters is located in Desert Hot Springs, California, with a principal place of business at 65441 Two Bunch Palms Trail, Desert Hot Springs, CA 92240.

9. Defendant DF Security & Distribution Inc. is a California Corporation. The company's headquarters is located in Desert Hot Springs, California, with a principal place of business at 65441 Two Bunch Palms Trail, Desert Hot Springs, CA 92240.

10. Defendant Dreamfields Brands Inc. is a California Corporation. The company's headquarters is located in Desert Hot Springs, California, with a principal place of business at 65000 Two Bunch Palms Trail, Desert Hot Springs, CA 92240.

11. Defendants Scot Garrambone, Sebastian Solano, and Lukasz Tracz, were added to the action as Doe Defendants 2, 3, and 4. Plaintiffs do not know the true names or capacities, whether individual, partner, or corporate, of the defendants sued herein as Doe Defendants 5 to 100, inclusive, and for that reason, said defendants are sued under such fictitious names, and Plaintiffs will seek leave from this Court to amend this Complaint when such true names and capacities are discovered. Plaintiffs are informed and believe, and based thereon alleges, that each of said fictitious defendants, whether individual, partners, or corporate, were responsible in some manner for the acts and omissions alleged herein, and proximately caused Plaintiffs and the Class and the Subclass to be subject to the unlawful employment practices, wrongs, injuries and damages complained of herein.

1 12. At all times herein mentioned, each of said Defendants participated in the
2 doing of the acts hereinafter alleged to have been done by the named Defendants; and
3 furthermore, the Defendants, and each of them, were the agents, servants, and
4 employees of each and every one of the other Defendants, as well as the agents of all
5 Defendants, and at all times herein mentioned were acting within the course and scope of
6 said agency and employment. Defendants, and each of them, approved of, condoned,
7 and/or otherwise ratified each and every one of the acts or omissions complained of
8 herein

9 13. At all times mentioned herein, Defendants, and each of them, were
10 members of and engaged in a joint venture, partnership, and common enterprise, and
11 acting within the course and scope of and in pursuance of said joint venture, partnership,
12 and common enterprise. Further, Plaintiffs allege that all Defendants were joint
13 employers for all purposes of Plaintiffs and all members of the Class.

14 **IV. LABOR CODE SECTION 558.1 LIABILITY**

15 14. Defendant Doe Defendants 5-100 acted as an employer or “other person
16 acting on behalf of an employer” with regard to Plaintiffs and the Class. Defendants
17 violated, or caused to be violated, provisions regulating minimum wages or hours and
18 days of work in the IWC Wage Order and/or violated, or caused to be violated, Labor
19 Code sections 203, 226, or 1193.6. Defendants are therefore liable under Labor Code
20 section 558.1(a) as the employer for such violation(s).

21 **V. CLASS ACTION ALLEGATIONS**

22 15. As used under this Section 5, “Class Action Allegations”, the term “Plaintiff”
23 refers to Plaintiff Fernandez. Plaintiff Fernandez brings this case as a class action
24 pursuant to California Code of Civil Procedure § 382 on behalf of a class (hereafter the
25 “Class”) and on behalf of a sub-class (hereafter the “Waiting Time Penalties Subclass”)
26 consisting of the following:

- 27 a. The Class: All non-exempt employees who worked for DF Security &
28 Distribution, Inc. or Dreamfields Security, Inc. as a nonexempt

employee during the Class Period (“Class Members” or the “Class”).

The Class Period is March 10, 2019 through December 31, 2024.

- b. The Waiting Time Penalties Subclass: All members of the Class who separated from their working relationship with the Company during the Class Period.

16. Plaintiff reserves the right under Rule 3.765(b) of the California Rules of Court to amend or modify the class description with greater specificity, by division into subclasses, or by limitation to particular issue.

17. This action has been brought and may properly be maintained as a class action under the provisions of § 382 of the Code of Civil Procedure because there is a well-defined community of interest in the litigation and the Class and Waiting Time Penalties Subclass are easily ascertainable.

18. Numerosity. The members of the Class and Waiting Time Penalties Subclass are so numerous that joinder of all members would be unfeasible and not practicable. The membership of the class and subclass are unknown to Plaintiff at this time; however, it is estimated that the Class and Subclass number greater than fifty (50) individuals. The identity of such membership is readily ascertainable via inspection of the Company’s employment and personnel records.

19. Typicality. Plaintiff’s claims are typical of the claims of the members of the Class. Defendants subjected all Class Members and Subclass Members to identical violations of the California Labor Code, the Wage Orders of the California Industrial Welfare Commission, and the California Business and Professions Code. The factual grounds of Defendants’ violations are common to all Class Members and Subclass Members and represent a common thread of unlawful conduct resulting in injury to all members of the Class and Subclass.

20. Commonality. Common questions of law and fact exist with respect to all members of the Class and predominate over any questions solely affecting individual members. Issues of law and fact common to the Class include:

- a. Whether the Company failed to pay overtime wages for all hours

1 worked by Plaintiffs and other aggrieved employees, in violation of
2 Cal. Labor Code §§ 218 et seq., 510, 1194;

- 3 b. Whether Defendants violated Labor Code section 203 by failing to
4 pay wages owed to the Waiting Time Penalty Subclass at the time of
5 separation from employment;
- 6 c. Whether Defendants issued itemized wage statements which failed
7 to accurately state the actual hours and/or pay rates that Plaintiff and
8 Class Members worked and the actual wages earned in violation of
9 Cal. Labor Code § 226;
- 10 d. Whether Plaintiff and members of the Class were provided with and
11 were able to take compliant, 30-minute first and second meal
12 periods;
- 13 e. Whether Plaintiff and members of the Class were paid one hour of
14 premium pay for each day Defendants failed to provide a timely and
15 compliant meal break;
- 16 f. Whether Plaintiff and members of the Class were provided with and
17 were able to take an uninterrupted 10 minute off-duty rest break for
18 every 4 hours of work (or greater fraction thereof);
- 19 g. Whether Plaintiff and members of the Class were paid one hour of
20 premium pay for each day Defendants failed to provide a timely and
21 compliant rest break; and
- 22 h. Whether the violations alleged in (a-c) above constitutes unfair
23 business practices in violation of California's Unfair Competition Law,
24 Section 17200 et seq. of the Business and Professions Code.

25 21. Adequacy. Plaintiff will fairly and adequately represent the interests of the
26 Classes and has no interests adverse to or in conflict with other Class Members. Plaintiff
27 is represented by attorneys who have class action experience in wage and hour and
28 class action law and are committed to vigorously prosecuting this action on behalf of the

members of the Class.

22. Superiority. A class action is superior to the other available methods for the fair and efficient adjudication of this controversy since, among other things, joinder of all Class Members is impracticable, and a class action will reduce the risk of inconsistent adjudications or repeated litigation over the same conduct. Further, the expense and burden of individual lawsuits would make it virtually impossible for Class Members, Defendant, or the court to cost-effectively redress separately the unlawful conduct alleged. Plaintiff knows of no difficulties to be encountered in the management of this action that would preclude its maintenance as a class action.

VI. GENERAL FACTUAL ALLEGATIONS

23. At all times during their employment with Defendants, Plaintiff Fernandez generally worked three days per workweek and twelve hours per workday-- a schedule commonly known as 3/12 Alternative Workweek Schedule ("3/12 AWS"), and was not compensated overtime for hours worked in excess of eight hours per shift.

24. From approximately 2020 through January 2022, Plaintiff Stallworth worked a 3/12 AWS. From approximately January 2022 through September 2022, Plaintiff Stallworth worked four days per workweek and ten hours per workday-- a schedule commonly known as 4/10 Alternative Workweek Schedule ("4/10 AWS"), and was not compensated overtime for hours worked in excess of eight hours per shift.

25. Defendants required Plaintiffs and their other security officer employees to work a 3/12 AWS or 4/10 AWS. Defendants failed to properly compensate Plaintiffs, or their other employees, for the regular and consistent overtime they worked each workday as required by the IWC Wage Order.

26. In July 2021, Defendants filed an AWS election result with the California Department of Industrial Relations under the entity name "Dreamfields Security and Distriution, Inc.". The notice purports to apply to "nonexempt Security Service employees" and shows 2 votes in favor of a 3/12 AWS and 0 votes against. On information and belief, the July 2021 AWS "election" failed to comply with the legal requirements to adopt a 3/12 AWS, including those contained in applicable IWC Wage Order, and the election to adopt

1 a 3/12 AWS was a sham. Specifically, the July 2021 election did not include all
2 employees in the affected work unit for Defendants.

3 27. Defendants have failed to file any AWS election result pertaining to a 4/10
4 AWS for security officers.

5 28. Any purported adoption of a 3/12 AWS or 4/10 AWS by Defendants was
6 null and void and does not excuse or exempt Defendants from overtime compensation
7 requirements or any of Defendants other legal requirements under California law.

8 29. Plaintiffs and the Class Members, including the Subclass Members, were
9 employed as security officers in California by the Defendants at various times during the
10 Class Period and worked either a 3/12 AWS or 4/10 AWS without the payment of
11 overtime.

12 A. Failure to Pay Regular and Overtime Wages

13 30. During the Class Period, Plaintiffs, like other members of the Class,
14 typically and routinely worked in excess of eight hours per day without payment of
15 overtime wages.

16 C. Failure to Issue Accurate Itemized Wage Statements

17 31. During the Class Period, Plaintiffs, like other Class Members, were never
18 issued accurate or itemized wage statements reflecting the hours worked and wages
19 owed. This includes, but is not limited to, wage statements showing overtime wages.

20 D. Failure to Pay Owed Wages

21 32. During the Class Period, Plaintiffs separated from employment with the
22 Company. However, like other Subclass Members, they were not paid all wages owed to
23 them at the time of separation, including overtime wages. On information and belief, the
24 Company's refusal to pay all wages owed to former employees continues, and none of
25 the Subclass Members have been paid all wages owed, despite weeks, months, and
26 years since their respective employment separations.

27 E. Meal and Rest Break Violations

28 33. During the Class Period, Plaintiffs, like the other Class Members, were not
provided with compliant, timely first and second meal periods or compliant rest periods,

1 and they were not paid premium pay for each non-compliant, missed, or delayed meal or
2 rest period.

3 **FIRST CAUSE OF ACTION**
4 **UNPAID MINIMUM AND OVERTIME WAGES**
5 **(Plaintiff Fernandez on Behalf of Himself and the Class against All Defendants)**

6 34. Plaintiff, on behalf of himself and the Class Members, incorporates by
7 reference all other paragraphs of this Complaint as if they were re-alleged and set forth
8 herein.

9 35. Under Labor Code §§ 1194, 204, 215, 216, 218.5, 510, and the applicable
10 IWC Wage Order, it is unlawful for an employer to suffer or permit an employee to work
11 without paying wages for all hours worked. "Hours worked" is defined to include the time
12 an employee is suffered or permitted to work, whether or not required to do so. At all
13 relevant times, Defendants have failed to pay Plaintiff and Class Members for all regular
14 and overtime hours worked and/or have regularly and consistently maintained policies
15 and practices of refusing to pay Class Members for all regular and overtime hours
16 worked.

17 36. Plaintiff and Class Members were entitled to overtime compensation for all
18 overtime hours worked during their employment. Defendants failed and continue to fail to
19 pay Plaintiff and Class Members for all hours worked, including overtime hours, and
20 Plaintiff and Class Members are therefore entitled to the amounts owed as regular and
21 overtime wages.

22 37. As a direct and proximate result of Defendants' conduct, as set forth herein,
23 Plaintiff and Class Members have sustained damages and been deprived of wages and
24 overtime compensation that are owed in amounts to be proven at trial. Plaintiff is entitled
25 to recovery of such amounts, plus interest, liquidated damages under Labor Code section
26 1194.2(a), and attorneys' fees and costs.

27 **SECOND CAUSE OF ACTION**
28 **FAILURE TO PROVIDE MEAL PERIODS**
29 **(Plaintiff Fernandez on Behalf of Himself and the Class against All Defendants)**

30 38. Plaintiff, on behalf of himself and the Class Members, incorporates by
31 reference all other paragraphs of this Complaint as if they were re-alleged and set forth

1 herein.

2 39. California Labor Code § 512 provides, in pertinent part, as follows: "An
3 employer may not employ an employee for a work period of more than five hours per day
4 without providing the employee with a meal period of not less than 30 minutes except that
5 if the total work period per day of the employee is no more than six hours, the meal period
6 may be waived by mutual consent of both the employer and the employee".

7 40. California Labor Code § 512 also provides that if an employee works over
8 10 hours in a day, he or she is entitled to a second meal break of at least 30 minutes that
9 must start before the end of the tenth hour of the shift.

10 41. Pursuant to Defendants' policies, the demands of Plaintiff's duties, Plaintiff
11 and the Class were required to, and actually did, forego the first and second meal periods
12 required to be provided to Plaintiff and the Class. By failing to provide Plaintiff and the
13 Class with these first and second meal periods, Defendants violated California Labor Code
14 sections 512 and 226.7 and the applicable IWC Wage Order. As a result of the unlawful
15 acts of Defendants set forth herein, Plaintiff and the Class are entitled to additional wages
16 for the missed and delayed meal periods.

17 **THIRD CAUSE OF ACTION**
18 **FAILURE TO PROVIDE REST PERIODS**
19 **(Plaintiff Fernandez on Behalf of Himself and the Class against All Defendants)**

20 42. Plaintiff, on behalf of himself and the Class Members, incorporates by
21 reference all other paragraphs of this Complaint as if they were re-alleged and set forth
22 herein.

23 43. The applicable IWC Wage Order authorizes and requires employees to take
24 paid rest periods based on the total hours worked daily at the rate often minutes rest per
25 four hours or major fraction thereof. Cal. Labor Code § 226.7(a) provides: "No employer
26 shall require an employee to work during any . . . rest period mandated by an applicable
27 order of the Industrial Welfare Commission."

28 44. Pursuant to Defendants' policies, the demands of Plaintiff's duties, Plaintiff
and Class Members routinely were required to take delayed rest periods and/or to skip

1 rest periods and/or to have interrupted rest breaks. By requiring and permitting Plaintiff
2 and Class Members to miss these rest periods, or take delayed rest periods, or take non-
3 compliant rest breaks, Defendants violated California Labor Code section 226.7 and the
4 applicable IWC Wage Order and California Labor Code section 226.7. As a result of the
5 unlawful acts of Defendants set forth herein, Plaintiff and the Class are entitled to
6 additional wages for the missed and delayed rest periods.

7 **FOURTH CAUSE OF ACTION**
8 **FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS**
9 **(Plaintiff Fernandez on Behalf of Himself and the Class against All Defendants)**

10 45. Plaintiff, on behalf of himself and the Class Members, incorporates by
11 reference all other paragraphs of this Complaint as if they were re-alleged and set forth
12 herein .

13 46. Defendants knowingly and intentionally failed to provide timely, accurate,
14 itemized wage statements in accordance with Cal. Lab. Code §226(a) and the applicable
15 IWC Wage Order to Plaintiff and the Class. Such failure caused injury to Plaintiff and the
16 Class by, among other things, impeding Plaintiff and the Class from knowing the amount
17 of wages to which Plaintiff and the Class are and was legally entitled. At all times relevant
18 herein, Defendants have failed to maintain records of hours worked by Plaintiff and the
19 Class as required under Labor Code §1174(d).

20 47. Prior to the completion of discovery, and to the best of Plaintiff's knowledge
21 at the time of filing this Complaint, Plaintiff' good faith estimate of the number of pay
22 periods in which Defendants have failed to provide accurate itemized wage statements to
23 Plaintiff and the Class in each and every pay period. Plaintiff and the Class are entitled to
24 damages in the amount provided under Cal. Lab. Code §226(e), including the greater of
25 all actual damages or fifty dollars (\$50) for the initial pay period in which a violation
26 occurred and one hundred dollars (\$100) for each violation in a subsequent pay period,
27 not exceeding an aggregate penalty of four thousand dollars (\$4,000) and is entitled to an
28 award of costs and reasonable attorney's fees.

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FIFTH CAUSE OF ACTION
WAITING TIME VIOLATIONS
(Plaintiff on Behalf of the Himself and the Proposed Subclass against All Defendants)

48. Plaintiff, on behalf of himself and the Class Members, incorporates by reference all other paragraphs of this Complaint as if they were re-alleged and set forth herein.

49. California Labor Code §201(a) provides, in pertinent part, as follows: "If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately."

50. California Labor Code §202(a) provides, in pertinent part, as follows: "If an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 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."

51. California Labor Code §206(a) provides, in pertinent part, as follows: "In case of a dispute over wages, the employer shall pay, without condition, and within the time set by this article, all wages, or parts thereof, conceded by him to be due, leaving to the employee all remedies he might otherwise be entitled to as to any balance claimed."

52. Where an employer willfully fails to pay, without abatement or reduction, in accordance with sections 201 through 203 of the California Labor Code, all wages due to an employee who has been discharged or has quit, California Labor Code §203 entitles the affected employee to receive from the employer a penalty of up to 30 days wages calculated from the due date of the wages until the time an action to recover the wages is commenced.

53. As alleged herein, Defendants have failed to pay earned wages (including but not limited to overtime pay for all hours worked) to Plaintiff and the Waiting Time Penalty Subclass at the time they became due and payable, and has thus violated sections 201, 202, 203 and 206 of the California Labor Code.

54. Defendants' failure to pay wages as alleged herein was willful in that

Defendants knew that Plaintiff and the Waiting Time Penalty Subclass were not receiving all of their earned compensation because, inter alia, Defendants knowingly did not fully, fairly and properly compensate Plaintiff and the Waiting Time Penalty Subclass for overtime.

55. It has been more than 30 days since the date of termination of Plaintiff's initial employment period and all members of the Waiting Time Penalty Subclass Class that are no longer employed by Defendant.

56. As a result of Defendants' willful, unlawful acts, discussed herein, Plaintiff and the Waiting Time Penalty Subclass Class are entitled to recover, pursuant to California Labor Code §203, continuing wages as a penalty for a total of 30 days.

SIXTH CAUSE OF ACTION
UNFAIR/UNLAWFUL BUSINESS PRACTICES
(Plaintiff on Behalf of Himself and the Class against All Defendants)

57. Plaintiff, on behalf of himself and the Class Members, incorporates by reference all other paragraphs of this Complaint as if they were re-alleged and set forth herein.

58. Defendants' violations of the Labor Code and other laws and regulations as alleged by this Complaint, including Defendants' failure and refusal to pay overtime wages to Plaintiff and the Class, Defendants' failure to pay compensation due to Plaintiff and the Class in a timely manner, and other wrongful, tortious and illegal acts and omissions, all constitute unfair business practices in violation of the Unfair Competition Law, Business and Professions Code § 17200 et seq.

59. As a result of Defendants' unfair business practices, Defendants have reaped unfair benefits and illegal profits at the expense of Plaintiff and the Class, and members of the public. Defendants' utilization of such unfair business practices constitutes unfair competition and provides an unfair advantage over Defendants' competition. Defendants should be made to disgorge the ill-gotten gains and restore such monies to Plaintiff and the Class.

60. Defendants' unfair business practices entitle Plaintiff and the Class to seek preliminary and permanent injunctive relief, including but not limited to orders that

Defendants account for, disgorge and restore to Plaintiff and the Class any compensation unlawfully withheld from them, and for which Defendants were unjustly enriched.

SEVENTH CAUSE OF ACTION
VIOLATION OF LABOR CODE PRIVATE ATTORNEYS GENERAL ACT (“PAGA”)
(Plaintiff Chakeech Stallworth against All Defendants)

61. Plaintiff Chakeech Stallworth incorporates by reference all other paragraphs of this Complaint as if they were re-alleged and set forth herein.

62. Plaintiff Stallworth brings this cause of action on behalf of all other aggrieved current and former employees of Defendants and seeks civil penalties for violations under PAGA. The aggrieved employees subject to this cause of action, referred to herein as “PAGA Members”, include the following: all current and former hourly-paid, non-exempt employees of Defendants in the state of California at any time during the PAGA Period. The “PAGA Period” shall be defined as the period commencing on February 22, 2022 and ending on December 31, 2024.

63. Pursuant to California Labor Code 2699, 2699.3, 2699.5, and 558, Plaintiff, individually and on behalf of the Aggrieved Employees and the State of California, requests and is entitled to recover penalties against Defendants for Labor Code violations described above, including but not limited to civil penalties under California Labor Code sections 201, 202, 203, 204, 206, 226, 226.3, 510, 512, 1194 *et seq.*, 1198, 1720, and 2802, and any and all additional penalties and sums as provided by the California Labor Code and/or other statutes. The exact amount of applicable penalties, in all, is in an amount to be shown according to proof at trial.

64. On February 22, 2023, Plaintiff Stallworth filed a claim with the California Labor and Workforce Development Agency (hereafter, “LWDA”) and served a copy of the claim by certified mail on Defendant DF Security & Distribution, Inc., Dreamfields Security Inc., and Scott Garrambone.

65. The LWDA has not responded and its last day to respond has expired. Plaintiff Stallworth has exhausted administrative remedies and, pursuant to Labor Code section 2699.2, Plaintiff Stallworth is permitted to pursue this PAGA cause of action on

his behalf and on behalf of all other aggrieved current and former employees of Defendants.

66. Plaintiff Stallworth's claims under this cause of action are expressly limited to non-individual PAGA claims and does not assert individual PAGA claims in this civil action or under this specific cause of action. *See Gregg v. Uber Technologies, Inc.* (2023) 89 Cal.App.5th 786.

67. Plaintiff Stallworth is an aggrieved employee. Plaintiff Stallworth was employed by Defendants and the violations alleged herein were committed against Plaintiff. At the time of each violation, Defendants employed one or more employees. As a result of the aforesaid wrongful and illegal conduct of the Defendant, and each of them, Plaintiff Camacho is entitled to bring an action under PAGA for civil penalties in an amount to be determined at trial, costs, and attorney's fees.

DEMAND FOR JURY TRIAL

68. Plaintiffs hereby demand trial by jury against Defendants of their and the Class and Subclass' claims against Defendants.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for judgment against Defendants:

1. For compensatory damages in the amount of Plaintiffs' and each Class Members unpaid overtime wages, plus liquidated damages, as well as an award of costs, interest, and reasonable attorney's fees.

2. For an award, pursuant to Labor Code § 226.7 and the applicable IWC Wage Order, for one (1) hour of pay at each employee's regular rate of pay for each workday that a meal period (including second meal periods) was not provided;

3. For an award, pursuant to Labor Code § 226.7 and the applicable IWC Wage Order, for one (1) hour of pay at each employee's regular rate of pay for each workday that a rest period was not provided;

4. For penalties pursuant to Labor Code §226(6) for violation of Labor Code § 226(a) in the amount of fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent

1 pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000);

2 5. For waiting time penalties pursuant to Labor Code § 203 for Plaintiffs and
3 each Subclass Member who was terminated or resigned equal to their daily wage times
4 thirty (30) days;

5 6. For temporary, preliminary, and permanent injunctive relief enjoining
6 Defendants from unlawfully depriving Plaintiffs and Class Members from unpaid regular
7 and overtime wages, accurate and itemized wage statements, and wages upon
8 termination/resignation in accordance with the law;

9 7. For restitution for unfair competition pursuant to Business and Professions
10 Code section 17200, *et seq.*, including disgorgement of profits, in an amount as may be
11 determined;

12 8. For all statutory penalties and liquidated damages as authorized by law,
13 including civil penalties under Labor Code § 2699 for violations of California Labor Code
14 §§ 201, 202, 203, 204, 206, 226, 226.3, 510, 512, 1194 *et seq.*, 1198, 1720, and 2802.

15 9. Pre-judgment interest on any damages or other amounts deemed payable;

16 10. For attorney's fees and costs of suit;

17 11. For other or further relief as the Court deems just and proper.

18 Dated: May 7, 2025

HAULK & HERRERA LLP

19 By: 

20 MATTHEW A. HAULK, ESQ.

21 JOSE M. HERRERA, ESQ.

22 Attorneys for Plaintiffs and all other
23 similarly situated
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PROOF OF SERVICE

Chakeech Stallworth, et al. v. DF Security & Distribution Inc., et al.
Riverside Superior Court, Case No.: CVRI2301249

1.	At the time of service, I was at least 18 years of age and not a party to this legal action.	
2.	My business address is 100 Pine Street, Suite 1250, San Francisco, CA 94111	
3.	I served copies of the following document(s): SECOND AMENDED CLASS ACTION COMPLAINT FOR: (1) UNPAID WAGES (2) FAILURE TO PROVIDE MEAL PERIODS (3) FAILURE TO PROVIDE REST PERIODS (4) FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS (5) WAITING TIME VIOLATIONS (6) UNFAIR/UNLAWFUL BUSINESS PRACTICES (7) VIOLATION OF LABOR CODE PRIVATE ATTORNEYS GENERAL ACT ("PAGA") DEMAND FOR JURY TRIAL	
4.	I served the documents listed above in Item 3 on the following persons at the addresses listed: <u>Via Electronic Transmission</u> Matthew B. Golper, Esq. David Fishman, Esq. Keith Rossman, Esq. Ballard Rosenberg Golper & Savitt, LLP 3 Park Plaza, Suite 1520 Irvine, CA 92614-8558 Phone: (949) 431-0470 E-mail: mgolper@brgslaw.com dsalter@brgslaw.com jsoultanian@brgslaw.com dfishman@brgslaw.com krossman@brgslaw.com laguilar@brglaw.com <i>Attorneys for Defendants:</i> <i>DF Security & Distribution, Inc.</i> <i>Dreamfields Security, Inc.</i>	
5.	a.	By Personal Service. I personally delivered the documents on the date shown below to the persons at the addresses listed above in Item 4. (1) For a party represented by

		an attorney, delivery was made to the attorney or at the attorney's office by leaving the documents in an envelope or package clearly labeled to identify the attorney being served with a receptionist or an individual in charge of the office. (2) For a party delivery was made to the party or by leaving the documents in the party's residence between the hours of eight in the morning and six in the evening with some person not less than 18 years of age.
	b.	By United States Mail. I enclosed the documents in a sealed envelope or package, in the mail at San Rafael, California, where I am a resident or employee in the County of Marin where the mailing occurred. I addressed the sealed envelope or package to the persons at the addresses in Item 4 and (specify one):
	(1)	Deposited the sealed envelope in a United States Postal Service mailbox with the postage fully prepaid on the date shown below
	(2)	Placed the envelope for collection and mailing on the date shown below, following our ordinary business practices and I am readily familiar with this business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid.
	c.	By Overnight Delivery. Pursuant to California Rules of Court, Rule 8.25, I enclosed the documents on the date shown below in an envelope or package provided by an overnight delivery carrier and addressed to the person at the addresses in Item 4. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight delivery carrier.
	d.	By Messenger Service. I served the documents on the date shown below by placing them in an envelope or package addressed to the person on the addresses listed in Item 4 and providing them to a professional messenger service for service.
	e.	By Fax Transmission. Based on an agreement to accept service by fax transmission, I faxed the documents on the date shown below to the fax numbers of persons listed in Item 4. No error was reported by the fax machine that I used
	f. <u>X</u>	By Electronic Transmission. I caused the documents to be sent on the date shown below to the persons at the electronic service address listed above in Item 4. I did not receive within a reasonable time after the transmission any electronic message or other indication that the transmission was unsuccessful.
6.	I served the documents by the means described above on May 23, 2025	

I declare under penalty of perjury that this document is signed in Los Angeles, California under the laws of the State of California and that the foregoing is true and correct.

May 23, 2025	Toni Gesin	
Date	(Type or Print Name)	(Signature of Declarant)