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13 Attorneys for Plaintiff ADOLFO GUADARRAMA DIAZ,
14 individually and on behalf of others similarly situated

15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

16 **FOR THE COUNTY OF LOS ANGELES**

17 ADOLFO GUADARRAMA DIAZ,
18 individually and on behalf of others similarly
19 situated,

20 Plaintiff,

21 vs.

22 REPUBLIC NATIONAL SECURITY,
23 THOMAS W. KEMP, ADELA KEMP, and
24 DOES 1 through 50,

25 Defendants.

CASE NO.: 23STCV03317

CLASS ACTION

Assigned For All Purposes To:

Judge: Hon. Stuart M. Rice

Dept.: 1

**FIRST AMENDED COMPLAINT FOR
DAMAGES, RESTITUTION, CIVIL
PENALTIES AND INJUNCTIVE RELIEF**

1. Failure to Pay Overtime at Legally Required Rates of Pay
2. Failure to Provide Meal Periods
3. Failure to Provide Rest Periods
4. Failure to Indemnify Employees for Work Related Expenses
5. Failure to Provide Accurate Wage Statements
6. Violation of Business & Professions Code § 17200, et seq.
7. PAGA (Failure to Pay Overtime)
8. PAGA (Failure to Provide Meal Periods)
9. PAGA (Failure to Provide Rest Periods)
10. PAGA (Failure to Indemnify Employees)
11. PAGA (Failure to Provide Accurate Wage Statements)

Complaint Filed: February 15, 2023

1 Plaintiff ADOLFO GUADARRAMA DIAZ ("Plaintiff"), individually and on behalf of
2 others similarly situated, alleges as follows:

3 **GENERAL ALLEGATIONS**

4 1. Defendants REPUBLIC NATIONAL SECURITY, THOMAS W. KEMP, ADELA
5 KEMP, and DOES 1 through 50 ("Defendants") are in the business of providing security guard
6 services to schools and commercial facilities in Southern California.

7 2. Defendants have employed approximately 100 persons as non-exempt employees
8 in California as security guards and in other positions. Plaintiff was one of those employees.
9 Plaintiff was employed as a security guard.

10 3. Defendants paid Plaintiff and those other employees on an hourly basis, but failed
11 to pay them overtime wages at the rate of pay of no less than one and one-half times the
12 employee's regular rate of pay for hours worked in excess of eight in a workday or forty in a
13 workweek, as required by Labor Code section 510.

14 4. Defendants failed to provide wage statements to Plaintiff and other employees, in
15 violation of Labor Code section 226(a). The failure to provide wage statements was knowing and
16 intentional.

17 5. Defendants failed to provide any meal periods to Plaintiff and other non-exempt
18 employees, and failed to pay premium wages due under Labor Code section 226.7.

19 6. Defendants failed to provide any rest periods to Plaintiff and other non-exempt
20 employees, and failed to pay premium wages due under Labor Code section 226.7.

21 7. Defendants failed to reimburse Plaintiff and other employees for work-related
22 expenses, including but not limited to the costs of buying and installing strobe lights on the roof of
23 their personal vehicles that the Defendants required them to install. Defendants required Plaintiff
24 to use his personal vehicle for making security patrols of the facilities he was assigned to patrol,
25 and failed to indemnify him for the mileage and for the loss of his vehicle that was stolen at the
26 work place during a work shift.

27 8. Plaintiff brings this action to recover class-wide relief for unpaid overtime wages,
28 unpaid premium wages, waiting time penalty-wages due employees who are no longer employed

1 by Defendants, reimbursement of work-related expenses, statutory damages, civil penalties, and
2 other relief available in law and at equity.

3 **PARTIES**

4 9. Plaintiff ADOLFO GUADARRAMA DIAZ was employed by Defendants as a
5 non-exempt employee in California within the last four years.

6 10. Defendant REPUBLIC NATIONAL SECURITY is a business organization, form
7 unknown.

8 11. Defendant THOMAS W. KEMP is a person.

9 12. Defendant ADELA KEMP is a person.

10 13. Plaintiff is unaware of the true names, capacities, relationships, and extent of
11 participation in the conduct alleged herein, of the defendants sued as DOES 1 through 50, but is
12 informed and believes and thereon alleges that said defendants are legally responsible for the
13 wrongful conduct alleged herein and therefore sues these defendants by such fictitious names.
14 Plaintiff will seek leave to amend this complaint when their true names and capacities are
15 ascertained.

16 14. Each defendant, directly or indirectly, or through agents or other persons, employed
17 Plaintiff and other members of the class, and exercised control over their wages, hours, and
18 working conditions. Each defendant acted in all respects pertinent to this action as the agent of the
19 other defendants, carried out a joint scheme, business plan or policy in all respects pertinent
20 hereto, and the acts of each defendant are legally attributable to the other defendants.

21 **CLASS ACTION ALLEGATIONS**

22 15. Plaintiff brings this action on behalf of himself and all others similarly situated
23 current and former employees of Defendants as a class action pursuant to Section 382 of the Code
24 of Civil Procedure. Plaintiff seeks to represent a Class of current and former employees, currently
25 defined as follows:

26 **Any and all persons who have been employed by Defendants as non-exempt**
27 **employees in California at any time during the applicable statute of limitations**
28 **period.**

1 16. The members of the Class include Plaintiff and all other persons hired by
2 Defendants to work as security guards in California.

3 17. The members of the Class include Plaintiff and all other persons who were paid by
4 Defendants on an hourly basis.

5 18. Plaintiff reserves the right under California Rule of Court 3.765(b) and other
6 applicable law to amend or modify the class definitions with respect to issues or in any other
7 ways. Plaintiff is a member of and the named representative of the Class.

8 19. There is a well-defined community of interest in the litigation and the proposed
9 Class is ascertainable from Defendants' records.

10 20. Numerosity. The members of the Class are so numerous that individual joinder of
11 all of them as plaintiffs is impracticable. While the exact number of the Class members is
12 unknown to Plaintiff at this time, Plaintiff estimates there are approximately 100 Class members.

13 21. Commonality. Common questions of law and fact exist as to all Class members
14 and predominate over any questions that affect only individual members of the Class. These
15 common questions include, but are not limited to:

- 16 a) Whether Defendants paid their non-exempt employees at the rate of no less
17 than one and one-half times the employees' regular rates of pay for hours
18 worked in excess of eight in a workday or 40 in a workweek.
- 19 b) Whether Defendants provided wage statements to their employees. If not,
20 whether the failure to do so was "knowing and intentional" within the
21 meaning of the law.
- 22 c) Whether Defendants provided meal periods to their non-exempt employees,
23 and whether they paid premium wages due on those workdays they failed to
24 provide meal periods.
- 25 d) Whether Defendants provided rest periods to their non-exempt employees,
26 and whether they paid premium wages due on those workdays they failed to
27 provide rest periods.
- 28 e) Whether Defendants indemnify their employees for work-related expenses

1 and losses.

2 f) Whether injunctive relief is appropriate to ensure Defendants' compliance
3 with the requirements of the Labor Code with respect to members of the
4 Class who are still currently employed by Defendants.

5 22. Typicality. Plaintiff's claims are typical of the claims of the other members of the
6 Class. The claims asserted by Plaintiff can be asserted by members of the Class.

7 23. Adequacy. Plaintiff will adequately and fairly protect the interests of the members
8 of the Class. Plaintiff has no interest adverse to the interests of absent Class members. Plaintiff is
9 represented by attorneys who have substantial class action experience in wage-and-hour laws.

10 24. Superiority. A class action is superior to other available means for fair and
11 efficient adjudication of the claims of the Class and would be beneficial for the parties and the
12 court. Class action treatment will allow a large number of similarly situated persons to prosecute
13 their common claims in a single forum, simultaneously, efficiently, and without the unnecessary
14 duplication of effort and expense that numerous individual actions would require. The damages
15 suffered by each Class member are relatively small in the sense pertinent to class action analysis,
16 and the expense and burden of individual litigation would make it extremely difficult or
17 impossible for the individual Class members to seek and obtain individual relief. A class action
18 will serve an important public interest by permitting such individuals to effectively pursue
19 recovery of the sums owed to them. Further, class litigation prevents the potential for inconsistent
20 or contradictory judgments raised by individual litigation.

21 **FIRST CAUSE OF ACTION**

22 **FAILURE TO PAY OVERTIME AT LEGALLY REQUIRED RATES OF PAY**

23 **(Class Action by the Class Against All Defendants)**

24 25. Plaintiff incorporates the preceding paragraphs.

25 26. Plaintiff and all other members of the Class were covered by Labor Code sections
26 200, 510, 1194, and 1197.

27 27. Labor Code section 510, sub-section (a), provides in relevant part:

28 Any work in excess of eight hours in one workday and any work in excess of 40
hours in any one workweek and the first eight hours worked on the seventh day of

1 work in any one workweek shall be compensated at the rate of no less than one and
2 one-half times the regular rate of pay for an employee. Any work in excess of 12
3 hours in one day shall be compensated at the rate of no less than twice the regular
4 rate of pay for an employee. In addition, any work in excess of eight hours on any
5 seventh day of a workweek shall be compensated at the rate of no less than twice the
6 regular rate of pay of an employee.

7 28. Defendants failed to pay Plaintiff and other Class Members overtime wages at the
8 rates of pay required by Labor Code section 510, sub-section (a), for the overtime hours worked
9 by Plaintiff and other members of the Class.

10 29. As a result of Defendants' failure to pay overtime wages at the legally required
11 rates of pay, Plaintiff and other members of the Class have suffered damages in an amount, subject
12 to proof, to the extent they were not paid the full overtime wages as required by the law. Pursuant
13 to Labor Code section 1194, Plaintiff and other members of the Class are entitled to recover the
14 full amount of their unpaid wages, including interest thereon, reasonable attorneys' fees, and costs
15 of suit.

16 30. Plaintiff and other Class Members who are no longer employed by Defendants are
17 entitled to waiting time penalty-wages due under Labor Code section 203, because Defendants'
18 failure to pay overtime wages was "willful" within the meaning of Labor Code section 203.

19 **SECOND CAUSE OF ACTION**

20 **FAILURE TO PROVIDE MEAL PERIODS**

21 **(Class Action by the Class Against All Defendants)**

22 31. Plaintiff incorporates the preceding paragraphs.

23 32. Labor Code section 512 and the Wage Orders require every employer to provide
24 meal periods to its employees. Labor Code section 226.7 requires employer to pay premium
25 wages for each day a proper meal break is not provided.

26 33. Defendants failed to provide meal periods to Plaintiff and other members of the
27 Class, and failed to pay premium wages due under Labor Code section 226.7.

28 34. As a result of Defendants' failure to comply with their obligations under the Wage
Order, Plaintiff and other members of the Class have suffered damages in an amount, subject to
proof, to the extent they were not paid additional pay owed for Defendants' failure to provide meal
periods as required by the law.

1 35. Plaintiff and other Class Members who are no longer employed by Defendants are
2 entitled to waiting time penalty-wages due under Labor Code section 203.

3 **THIRD CAUSE OF ACTION**

4 **FAILURE TO PROVIDE REST PERIODS**

5 **(Class Action by the Class Against All Defendants)**

6 36. Plaintiff incorporates the preceding paragraphs.

7 37. Defendants failed to provide Plaintiff and other members of the Class duty-free rest
8 periods, and failed to pay premium wages due under Labor Code section 226.7.

9 38. As a result of Defendants' failure to comply with their obligations under the Labor
10 Code and the Wage Order(s), Plaintiff and other members of the Class have suffered damages in
11 an amount, subject to proof, to the extent they were not paid additional pay owed for Defendants'
12 failure to provide rest periods as required by law.

13 39. Plaintiff and other Class Members who are no longer employed by Defendants are
14 entitled to waiting time penalty-wages due under Labor Code section 203.

15 **FOURTH CAUSE OF ACTION**

16 **FAILURE TO INDEMNIFY EMPLOYEES FOR WORK EXPENSES**

17 **(Class Action Former-Employee Class Members Against All Defendants)**

18 40. Plaintiff incorporates the preceding paragraphs.

19 41. Labor Code section 2802 provides, in relevant part, that "An employer shall
20 indemnify his or her employee for all necessary expenditures or losses incurred by the employee
21 in direct consequence of the discharge of his or her duties" The purpose of Labor Code
22 section 2802 is "to prevent employers from passing their operating expenses on to their
23 employees." *Gattuso v. Harte-Hanks Shoppers, Inc.* (2007) 42 Cal.4th 554, 562. Employees'
24 right to full indemnification is non-waivable. *Id.* at 561. Labor Code § 2804.

25 42. As a result of Defendants' failure to indemnify Plaintiff and other members of the
26 Class for work-related expenses and losses, as alleged herein, Plaintiff and other members of the
27 Class have suffered damages in an amount subject to proof.

28 43. Pursuant to Labor Code section 2802, sub-sections (b) and (c), Plaintiff and other

1 members of the Class are entitled to recover work-related expenses and losses they incurred,
2 prejudgment interest, and reasonable attorneys' fees and costs of suit.

3 **FIFTH CAUSE OF ACTION**

4 **FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS**

5 **(Class Action By the Class Against All Defendants)**

6 44. Plaintiff incorporates the preceding paragraphs.

7 45. Labor Code section 226, sub-section (a), provides, in pertinent part: "Every
8 employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her
9 employees . . . an accurate itemized statement in writing showing (1) gross wages earned, (2) total
10 hours worked by the employee . . . , (5) net wages earned, . . . , and (9) all applicable hourly rates
11 in effect during the pay period and the corresponding number of hours worked at each hourly rate
12 by the employee"

13 46. Defendants failed to provide any wage statements required by law to Plaintiff and
14 other members of the Class.

15 47. As a result of Defendants' failure to provide wage statements required by Labor
16 Code section 226, Plaintiff and other members of the Class are entitled to statutory damages,
17 attorneys' fees, costs, and other relief provided under Labor Code section 226, sub-section (e).

18 **SIXTH CAUSE OF ACTION**

19 **VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200, ET SEQ.**

20 **(Class Action By the Class Against All Defendants)**

21 48. Plaintiff incorporates the preceding paragraphs.

22 49. The unlawful conduct of Defendants alleged herein constitutes unfair competition
23 within the meaning of Business & Professions Code § 17200, et seq.

24 50. Pursuant to Business & Professions Code § 17203, Plaintiff and other members of
25 the Class are entitled to restitution of all wages and other monies owed and belonging to them,
26 including interest thereon, that Defendants wrongfully withheld from them.

27 51. Pursuant to Business & Professions Code § 17203, Plaintiff and other members of
28 the Class are entitled to an injunctive relief to prevent the continuance of Defendants' unlawful

1 and unfair business practices.

2 52. Plaintiff and other members of the Class are entitled to recover reasonable
3 attorneys' fees pursuant to Code of Civil Procedure section 1021.5, the substantial benefit
4 doctrine, and/or the common fund doctrine.

5 **PAGA ALLEGATIONS**

6 53. Plaintiff asserts causes of action for civil penalties and other relief available under
7 the Labor Code Private Attorneys General Act ("PAGA"), Labor Code § 2698, *et seq.*

8 54. Pursuant to Labor Code § 2699.3, on February 16, 2023, Plaintiff gave the Labor
9 and Workforce Development Agency ("LWDA") a PAGA claim notice, a copy of which is
10 attached hereto as **Exhibit A** and incorporated fully herein by this reference.

11 55. The 65-day period prescribed by Labor Code § 2699.3, within which the LWDA
12 must decide whether to open its own investigation has expired (as of April 21, 2023), and the
13 LWDA has provided no notice of its intention to open its own investigation. Pursuant to PAGA,
14 Plaintiff is therefore authorized to seek civil penalties as provided in PAGA.

15 **SEVENTH CAUSE OF ACTION**

16 **PAGA – FAILURE TO PAY OVERTIME AT LEGALLY REQUIRED RATES OF PAY**
17 **(Representative Suit Against All Defendants)**

18 56. Plaintiff incorporates the preceding paragraphs.

19 57. Defendants' failure to pay overtime wages violated Labor Code sections 200, 510,
20 1194, and 1197.

21 58. Plaintiff and other aggrieved employees are entitled to recover civil penalties and
22 all other relief available under PAGA.

23 **EIGHTH CAUSE OF ACTION**

24 **PAGA – FAILURE TO PROVIDE MEAL PERIODS**
25 **(Representative Suit Against All Defendants)**

26 59. Plaintiff incorporates the preceding paragraphs.

27 60. Defendants' failure to provide meal periods and pay premium wages in lieu thereof
28 violated Labor Code section 226.7.

61. Plaintiff and other aggrieved employees are entitled to recover civil penalties and all other relief available under PAGA.

NINTH CAUSE OF ACTION

PAGA – FAILURE TO PROVIDE REST PERIODS

(Representative Suit Against All Defendants)

62. Plaintiff incorporates the preceding paragraphs.

63. Defendants' failure to provide rest periods and pay premium wages in lieu thereof violated Labor Code section 226.7.

64. Plaintiff and other aggrieved employees are entitled to recover civil penalties and all other relief available under PAGA.

TENTH CAUSE OF ACTION

PAGA – FAILURE TO INDEMNIFY EMPLOYEES

(Representative Suit Against All Defendants)

65. Plaintiff incorporates the preceding paragraphs.

66. Defendants' failure to indemnify employees for work-related expenses and losses violated Labor Code section 2802.

67. Plaintiff and other aggrieved employees are entitled to recover civil penalties and all other relief available under PAGA.

ELEVENTH CAUSE OF ACTION

PAGA – FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS

(Representative Suit Against All Defendants)

68. Plaintiff incorporates the preceding paragraphs.

69. Defendants' failure to provide wage statements violated Labor Code section 226(a).

70. Plaintiff and other aggrieved employees are entitled to recover civil penalties and all other relief available under PAGA.

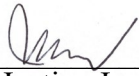
PRAYER

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

- 1 A. For certification of this action as a class action;
- 2 B. For appointment of Plaintiff as the representative of the Class;
- 3 C. For appointment of counsel for Plaintiff as Class counsel;
- 4 D. For unpaid wages and unpaid overtime wages under Labor Code sections 510,
- 5 1194;
- 6 E. For premium wages due under Labor Code section 226.7;
- 7 F. For remedies under Labor Code section 2802;
- 8 G. For restitutions of moneys wrongfully withheld;
- 9 H. For waiting time penalty-wages under Labor Code section 203;
- 10 I. For statutory damages under Labor Code section 226, sub-section (e), and section
- 11 226.3;
- 12 J. For civil penalties and other relief available under PAGA;
- 13 K. For prejudgment interest;
- 14 L. For injunctive relief;
- 15 M. For reasonable attorneys' fees under Labor Code sections 1194, 2699, 2802, and
- 16 Code of Civil Procedure § 1021.5;
- 17 N. For costs of suit; and
- 18 O. For such other relief the Court deems just and proper.

19 Dated: April 24, 2023

LAW OFFICE OF JUSTIAN JUSUF, APC

20 By: 
21 Justian Jusuf

22 Attorney for Plaintiff ADOLFO
23 GUADARRAMA DIAZ, individually and on
24 behalf of others similarly situated
25
26
27
28

Exhibit A

LAW OFFICE OF JUSTIAN JUSUF
A PROFESSIONAL CORPORATION
17011 Beach Blvd., Suite 900 • Huntington Beach, California 92647
Phone (714) 274-9815 • Fax (714) 362-3148

February 15, 2023

California Labor & Workforce Development Agency (Via Electronic Filing):
<https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

Re: *Adolfo Guadarrama Diaz v. Republic National Security, Thomas W. Kemp, Adela Kemp, et al.*

To Whom It May Concern:

This office represents Adolfo Guadarrama Diaz (“Plaintiff”), a former employee of Republic National Security, Thomas W. Kemp, and Adela Kemp (“Defendants”).

This letter is sent pursuant to Labor Code § 2699.3, for purposes of bringing a civil action by Plaintiff, on behalf of himself and all other current and former employees of the Defendants (and potentially other defendants the identities of which are currently unknown to Plaintiff), against the Defendants, to seek civil penalties arising from various Labor Code violations discussed herein, pursuant to the Labor Code Private Attorneys General Act (“PAGA”), codified at Labor Code § 2698, *et seq.*

Defendants are in the business of providing security guard services to schools and commercial facilities in Southern California. Defendants have employed approximately 100 persons as non-exempt employees as security guards and in other positions (“Aggrieved Employees”). Plaintiff is one of the Aggrieved Employees. Defendants paid Plaintiff and other Aggrieved Employees on an hourly basis.

FAILURE TO PAY OVERTIME WAGES

Labor Code § 510(a) provides in relevant part that hours worked “in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee.” It further provides that “[a]ny work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.”

Plaintiff and other Aggrieved Employees regularly worked more than eight hours a day, sometimes seven days a week, and Defendants failed to pay them overtime hours worked at the

overtime rates of pay required by Labor Code § 510(a).

FAILURE TO PROVIDE MEAL PERIODS

Labor Code § 512(a) provides as follows:

An employer shall 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, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer shall not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

Section 11 of Wage Order 4 provides, in relevant parts:

(A) No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day's work the meal period may be waived by mutual consent of the employer and the employee. Unless the 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. An "on duty" meal period shall be permitted only when the nature of the work prevents an employee from being relieved of all duty and when by written agreement between the parties an on-the job paid meal period is agreed to. The written agreement shall state that the employee may, in writing, revoke the agreement at any time.

(B) If an employer fails to provide an employee a meal 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 workday that the meal period is not provided.

Labor Code § 226.7(c) provides, in relevant part: "If an employer fails to provide an employee a meal or rest ... period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission ..., the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest ... period is not provided."

Defendants failed to provide Plaintiff and other Aggrieved employees meal periods in accordance with California law. Plaintiff and other Aggrieved Employees regularly worked shifts that lasted more than six hours without any off-duty meal periods. Defendants failed to provide Plaintiff and other Aggrieved Employees any meal periods in accordance with Labor

Code § 512 and/or Section 11 of Wage Order 4, and failed to pay them the premium wages due under Labor Code § 226.7(c).

FAILURE TO PROVIDE REST PERIODS

Section 12 of Wage Order 4 provides, in relevant part: “Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period.” California law requires employees to be relieved of all duties during rest periods. *Augustus v. ABM Security Services, Inc.* (2017) 2 Cal.5th 257.

Labor Code § 226.7(c) provides: “If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the meal or rest or recovery period is not provided.”

Plaintiff and other Aggrieved Employees worked shifts that lasted more than three and one-half hours without any off-duty rest periods. Defendants failed to provide Plaintiff and other Aggrieved Employees any rest periods in accordance with Section 12 of Wage Order 4, and failed to pay them the premium wages due under Labor Code § 226.7(c).

FAILURE TO PROVIDE WAGE STATEMENTS

Labor Code § 226(a) provides in relevant part:

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 ..., (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 (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”

In violation of Labor Code § 226(a), Defendants failed to provide any wage statements to Plaintiff and other Aggrieved Employees.

RECORD KEEPING VIOLATIONS

Section 7(A) of Wage Order 4 provides, in relevant part:

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

- (1) Full name, home address, occupation and social security number.
- (2) Birth date, if under 18 years, and designation as a minor.
- (3) Time records showing when the employee begins and ends each work period. Meal periods, split shift intervals and total daily hours worked shall also be recorded. Meal periods during which operations cease and authorized rest periods need not be recorded.
- (4) Total wages paid each payroll period, including value of board, lodging, or other compensation actually furnished to the employee.
- (5) Total hours worked in the payroll period and applicable rates of pay. This information shall be made readily available to the employee upon reasonable request.
- (6) When a piece rate or incentive plan is in operation, piece rates or an explanation of the incentive plan formula shall be provided to employees. An accurate production record shall be maintained by the employer.

In violation of Section 7(A) of Wage Order 4, Defendants have failed to keep the records specified in the Wage Order (and listed above).

PAGA CLAIMS

Plaintiff intends to bring a civil action for civil penalties pursuant to the PAGA regarding the foregoing Labor Code violations.

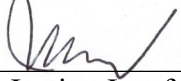
Pursuant to Labor Code § 2699.3(a)(2)(A), please advise within 60 calendar days of this notice whether the LWDA intends to investigate the violations alleged above. We understand that if we do not receive a response within 65 calendar days of this notice that the LWDA intends to investigate these allegations, Plaintiff may commence a civil action or amend an existing complaint, if a civil action has been commenced prior to the expiration of the 65-day period, complaint to add a cause of action for civil penalties under PAGA.

Plaintiff also intends to seek civil penalties against all those persons who may be liable under Labor Code § 558.1(a), which provides: “Any employer or other person acting on behalf of an employer, who violates, or causes to be violated, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation.” Under Labor Code § 558.1(b), “For purposes of this section, the term “other person acting on behalf of an employer” is limited to a natural person who is an

owner, director, officer, or managing agent of the employer, and the term “managing agent” has the same meaning as in subdivision (b) of Section 3294 of the Civil Code.”

Very truly yours,

LAW OFFICE OF JUSTIAN JUSUF, APC

By: 
Justian Jusuf

COPY:

VIA CERTIFIED MAIL:

REPUBLIC NATIONAL SECURITY
585 Cliff Drive
Pasadena, CA 91107

THOMAS W. KEMP
585 Cliff Drive
Pasadena, CA 91107

ADELA KEMP
585 Cliff Drive
Pasadena, CA 91107

7019 2280 0001 3360 3302

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☐ Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.87	
Total Postage and Fees	\$8.37	
Sent To	REPUBLIC NATIONAL SECURITY	
Street and Apt. No., or PO Box No.	585 CLIFF DRIVE	
City, State, ZIP+4®	PASADENA, CA 91107	

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions



IDA JEAN HAXTON
 9151 ATLANTA AVE
 HUNTINGTON BEACH, CA 92615-9998
 (800)275-8777

02/15/2023 12:27 PM

Product	Qty	Unit Price	Price
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First-Class Mail® Letter	1		\$0.87
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Pasadena, CA 91107
 Weight: 0 lb 1.20 oz
 Estimated Delivery Date
 Fri 02/17/2023

Certified Mail®		\$4.15
-----------------	--	--------

Tracking #: 70192280000133603302

Return Receipt		\$3.35
----------------	--	--------

Tracking #: 9590 9402 5761 0003 9312 61

Total		\$8.37
-------	--	--------

First-Class Mail® Letter	1	\$0.63
--------------------------	---	--------

Pasadena, CA 91107
 Weight: 0 lb 1.00 oz
 Estimated Delivery Date
 Fri 02/17/2023

Certified Mail®		\$4.15
-----------------	--	--------

Tracking #: 70192280000133603319

Return Receipt		\$3.35
----------------	--	--------

Tracking #: 9590 9402 5761 0003 9312 54

Total		\$8.13
-------	--	--------

First-Class Mail® Letter	1	\$0.87
--------------------------	---	--------

Pasadena, CA 91107
 Weight: 0 lb 1.20 oz
 Estimated Delivery Date
 Fri 02/17/2023

Certified Mail®		\$4.15
-----------------	--	--------

Tracking #: 70192280000133603326

Return Receipt		\$3.35
----------------	--	--------

Tracking #: 9590 9402 5761 0003 9312 47

Total		\$8.37
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Grand Total:		\$24.87
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Credit Card Remit		\$24.87
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Card Name: MasterCard
 Account #: XXXXXXXXXXXXX9614
 Approval #: 00406G
 Transaction #: 137
 AID: A0000000041010
 AL: MASTERCARD
 PIN: Not Required

Chip

7019 2280 0001 3360 3319

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Pasadena, CA 91107

Certified Mail Fee	\$4.15	0452 03
Extra Services & Fees (check box, add fee as appropriate)		
☐ Return Receipt (hardcopy)	\$0.00	
☐ Return Receipt (electronic)	\$0.00	
☐ Certified Mail Restricted Delivery	\$0.00	
☐ Adult Signature Required	\$0.00	
☐ Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.63	
Total Postage and Fees	\$8.13	
Sent To	THOMAS W. KEMPACH	
Street and Apt. No., or PO Box No.	585 CLIFF DRIVE	
City, State, ZIP+4®	PASADENA, CA 91107	

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7019 2280 0001 3360 3326

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Pasadena, CA 91107

Certified Mail Fee	\$4.15	0452 03
Extra Services & Fees (check box, add fee as appropriate)		
☐ Return Receipt (hardcopy)	\$0.00	
☐ Return Receipt (electronic)	\$0.00	
☐ Certified Mail Restricted Delivery	\$0.00	
☐ Adult Signature Required	\$0.00	
☐ Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.87	
Total Postage and Fees	\$8.37	
Sent To	ADELA KEMPO	
Street and Apt. No., or PO Box No.	585 CLIFF DRIVE	
City, State, ZIP+4®	PASADENA, CA 91107	

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

REPUBLIC NATIONAL
SECURITY
585 Cliff Drive
Pasadena, CA 91107



9590 9402 5761 0003 9312 61

2. Article Number (Transfer from service label)

7019 2280 0001 3360 3302

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

2/17/23

D. Is delivery address different from item 1? ☐ YesIf YES, enter delivery address below: ☐ No

3. Service Type

☐ Adult Signature☐ Adult Signature Restricted Delivery☒ Certified Mail®☐ Certified Mail Restricted Delivery☐ Collect on Delivery☐ Collect on Delivery Restricted Delivery☐ Mail Restricted Delivery☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted Delivery☐ Return Receipt for Merchandise☒ Signature Confirmation™☐ Signature Confirmation Restricted Delivery

Domestic F

ot

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

THOMAS W. KEMP
585 Cliff Drive
Pasadena, CA 91107



9590 9402 5761 0003 9312 54

2. Article Number (Transfer from service label)

7019 2280 0001 3360 3319

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

2/17/23

D. Is delivery address different from item 1? ☐ YesIf YES, enter delivery address below: ☐ No

3. Service Type

☐ Adult Signature☐ Adult Signature Restricted Delivery☒ Certified Mail®☐ Certified Mail Restricted Delivery☐ Collect on Delivery☐ Collect on Delivery Restricted Delivery☐ Mail Restricted Delivery☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted Delivery☐ Return Receipt for Merchandise☒ Signature Confirmation™☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

ADELA KEMP
585 Cliff Drive
Pasadena, CA 91107



9590 9402 5761 0003 9312 47

2. Article Number (Transfer from service label)

7019 2280 0001 3360 3326

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

2/17/23

D. Is delivery address different from item 1? ☐ YesIf YES, enter delivery address below: ☐ No

3. Service Type

☐ Adult Signature☐ Adult Signature Restricted Delivery☒ Certified Mail®☐ Certified Mail Restricted Delivery☐ Collect on Delivery☐ Collect on Delivery Restricted Delivery☐ Mail Restricted Delivery☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted Delivery☐ Return Receipt for Merchandise☒ Signature Confirmation™☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt