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Attorneys for Plaintiff NICHOLAS WOOD

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

NICHOLAS WOOD, an individual, on behalf of
himself, all other aggrieved employees, and the
State of California,

Plaintiff,

v.

LYONS SECURITY SERVICE, INC.; and
DOES 1 through 10, inclusive,

Defendants.

Case No. **23NWCV02283**

**REPRESENTATIVE ACTION
COMPLAINT FOR VIOLATION OF
THE PRIVATE ATTORNEYS
GENERAL ACT OF 2004 (CAL. LAB.
CODE §§ 2698, ET SEQ.)**

1 Plaintiff NICHOLAS WOOD (“Plaintiff”), individually and on behalf of other aggrieved
2 employees, hereby brings this representative action Complaint pursuant to the Private Attorneys
3 General Act of 2004 (“PAGA”), California Labor Code Sections 2698, *et seq.*, against LYONS
4 SECURITY SERVICE, INC.; and DOES 1 through 10 inclusive (collectively, “Defendants”), and
5 hereby alleges with knowledge with respect to his own acts and on information and belief as to other
6 matters as follows:

7 **INTRODUCTION**

8 1. This representative PAGA action, pursuant to Labor Code Sections 2698, *et seq.*, is
9 brought by Plaintiff on behalf of himself and all current and former employees of Defendants
10 employed in California during the PAGA Period (collectively, “Aggrieved Employees”). The term
11 “PAGA Period” is defined as commencing from one year prior to the submission of Plaintiff’s notice
12 of Labor Code violations to the Labor and Workforce Development Agency (“LWDA”) and
13 Defendants through the date of final judgment.

14 2. During the PAGA Period, Plaintiff and Aggrieved Employees were employed by
15 Defendants and performed work for Defendants in Southern California. Plaintiff and/or Aggrieved
16 Employees worked for Defendants in Los Angeles, California.

17 3. Defendants have engaged in a systematic pattern of wage and hour violations under the
18 California Labor Code (“Labor Code”). During the PAGA Period, Defendants maintained a consistent
19 practice and policy of violating state wage and hour laws by, among other things, failing to pay all
20 wages (including minimum, regular, overtime, and/or double time wages), sick pay, and vacation pay,
21 failing to provide compliant meal and rest periods or compensation in lieu thereof, failing to timely
22 pay all wages due upon separation of employment, failing to provide accurate itemized wage
23 statements, failing to maintain accurate records of hours worked, failing to reimburse business
24 expenses, retaliation for engaging in quintessential protected activity, and violating California’s equal
25 pay laws.

26 4. Plaintiff’s representative PAGA action is brought under, *inter alia*, the California
27 Industrial Welfare Commission (“IWC”) Wage Orders and applicable provisions of the California
28 Code of Regulations, California Code of Civil Procedure Section 1021.5, and Labor Code Sections

1 98.6, 201, 202, 203, 204, 206, 210, 221, 223, 226, 226.3, 226.7, 227.3, 232.5(c), 233, 234, 510, 511,
2 512, 558, 558.1, 1102.5, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1199, 1199.5, 2800,
3 and 2802.

4 5. Plaintiff brings this representative action on behalf of himself and other Aggrieved
5 Employees and seeks civil penalties, attorneys' fees, and costs pursuant to Labor Code Sections 1194.2
6 and 2698, *et seq.* against Defendants.

7 **JURISDICTION AND VENUE**

8 6. This Court has jurisdiction over all causes of action asserted herein pursuant to the
9 California Constitution, Article VI, Section 10, which grants the superior courts original jurisdiction
10 in all cases except those given to other trial courts. The sole cause of action alleged in this Complaint
11 arises under California law. Further, this is a representative PAGA action and the monetary damages,
12 restitution, penalties, and other amounts sought by Plaintiff exceed the minimal jurisdictional limit of
13 this Court and will be established according to proof at trial. In addition, PAGA penalties cannot be
14 aggregated to meet the jurisdictional threshold for diversity jurisdiction in federal court.

15 7. This Court has personal jurisdiction over all Defendants because each defendant has
16 sufficient minimum contacts with California, having intentionally availed itself of the California forum
17 so as to render the exercise of jurisdiction over it by this Court consistent with traditional notions of
18 fair play and substantial justice.

19 8. Venue in Los Angeles County is proper under California Business & Professions Code
20 Section 17203 and California Code of Civil Procedure Section 395.5 because a substantial part of
21 Defendants' unlawful conduct, acts, and omissions alleged in this Complaint occurred in this County,
22 Defendants conduct substantial business in this County, and/or Defendants' liability arose in this
23 County.

24 **PARTIES**

25 9. Plaintiff NICHOLAS WOOD is an individual residing in California. Defendants
26 employed Plaintiff as a non-exempt hourly employee during the PAGA Period and Plaintiff's
27 employment with Defendants ended within one (1) year of the filing of this action. Plaintiff worked
28 for Defendants as a security officer and his job duties included, *inter alia*, securing the premises and

1 personnel by staying on patrol, performing inspections, guarding entry points, and verifying visitors.

2 10. Defendant LYONS SECURITY SERVICE, INC. is a California corporation doing
3 business throughout the state of California and provides security services throughout Southern
4 California, including Los Angeles County. LYONS SECURITY SERVICE, INC. is, and at all relevant
5 times was, an employer subject to California state wage and hour laws. Plaintiff is informed, believes,
6 and thereon alleges that the practices and policies of LYONS SECURITY SERVICE, INC. that are
7 complained of by way of this Complaint were implemented during the PAGA Period.

8 11. Defendants continue to employ non-exempt employees within California.

9 12. Plaintiff is unaware of the true names and capacities of those Defendants identified as
10 DOES 1 through 10. Therefore, Plaintiff identifies those Defendants fictitiously. Each DOE
11 Defendant was a parent, sister, or related corporate entity of Defendants, or an owner, employee or
12 agent of Defendants, and each related entity, and was acting with the knowledge and authorization of
13 each of the other Defendants. Plaintiff will seek to amend this Complaint to allege the true names and
14 capacities of each DOE Defendant when their names have been ascertained and identified. Each of the
15 Defendants sued as DOES 1 through 10 participated in, received the benefit of, or was in some way
16 responsible for one or more of the wrongful acts and omissions and some portion of the damages
17 alleged herein.

18 13. At all times relevant hereto, each defendant acted in all respects pertinent to this action
19 as the agent of the other defendants, carried out a joint scheme, business plan or policy in all respects
20 pertinent hereto, and the acts of each defendant are legally attributable to the other defendants.
21 Furthermore, Defendants in all respects acted as the employer and/or joint employer of Plaintiff and
22 the Aggrieved Employees.

23 14. Defendants, each and all of them, at all times relevant, were the joint employers, parent
24 companies, successor companies, predecessors in interest, affiliates, agents, employees, servants, joint
25 venturers, directors, fiduciaries, representatives, and/or co-conspirators of each of the remaining
26 Defendants. Defendants, unless otherwise alleged, at all times relevant, performed all acts and
27 omissions alleged herein within the course and scope of said relationship(s), and are a proximate cause
28 of Plaintiff's damages alleged herein.

1 15. There exists a unity of interest in ownership between Defendants and DOES 1 through
2 10, inclusive, such that any individuality and separateness between the individual and the corporation
3 does not exist, as Defendants, and DOES 1 through 10, inclusive, are alter egos, in that: (a) Defendants
4 are and at all times mentioned herein were mere shells, instrumentalities and conduits through which
5 DOES 1 through 10, inclusive, carried out their business in the business name, exercising complete
6 control and dominance over such business; (b) that Defendants were conceived, intended and used by
7 DOES 1 through 10, inclusive, as devices to avoid individual liability and in place of Defendants, and
8 DOES 1 through 10, inclusive, and were without the financial solvency and responsibility required by
9 law; and (c) that all of the assets of the Defendants have been transferred to DOES 1 through 10,
10 inclusive, or some other individual or entity which he or she owns or controls, with the intent to hinder,
11 delay or defraud creditors of Defendants, leaving Defendants with no assets. Further, there exists a
12 principal-agency relationship between and among Defendants.

13 16. At all relevant times, Defendants were agents of each other and acting within the course
14 and scope of their agency.

15 **GENERAL ALLEGATIONS**

16 17. At all relevant times, Defendants employed Plaintiff and other Aggrieved Employees
17 as non-exempt employees.

18 18. At all relevant times, Defendants were advised by skilled lawyers, employees and other
19 professionals who were knowledgeable about California wage and hour law, employment and
20 personnel practices, and the requirements of California.

21 19. Through this action, Plaintiff alleges Defendants have consistently maintained and
22 enforced unlawful employment practices and policies against Plaintiff and other Aggrieved Employees
23 which violate the Labor Code and IWC Wage Orders.

24 20. Defendants knew or should have known they had a duty to compensate Plaintiff and/or
25 other Aggrieved Employees, and Defendants had the financial ability to pay such compensation but
26 willfully, knowingly, and intentionally failed to do so to increase Defendants' profits.

27 21. **Unpaid Wages:** Defendants knew or should have known that Plaintiff and other
28 Aggrieved Employees were entitled to receive at least minimum wages, wages at their regular rate of

1 pay, overtime and double time wages, and that they were not receiving minimum, regular, overtime,
2 and double time wages for all work that was required to be performed. On information and belief,
3 during the PAGA Period, Aggrieved Employees regularly worked more than 8 hours, 10 hours, and/or
4 12 hours per workday and/or over 40 hours per workweek. In violation of the Labor Code, Defendants
5 failed to pay the sick pay, vacation pay, minimum, regular, overtime, and double time rate of pay to
6 Plaintiff and/or other Aggrieved Employees for all hours worked. Defendants required Plaintiff and/or
7 other Aggrieved Employees to complete work-related tasks off the clock, such as time spent on
8 donning and doffing activities. Defendants rounded Plaintiff and/or other Aggrieved Employees'
9 hours worked, thereby depriving them of wages for all hours worked at the legally mandated rates.
10 For example, Plaintiff was required by Defendants to arrive at work 10 minutes prior to the actual start
11 time for his shift, but was not compensated for the time prior to Plaintiff's scheduled start time.
12 Defendants did not compensate Plaintiff and/or other Aggrieved Employees for all hours worked
13 because Plaintiff and/or other Aggrieved Employees were regularly on-duty during their meal and/or
14 rest periods. Defendants also failed to accurately calculate the regular rate of pay, and thereby the
15 proper overtime and double time rate of pay, for Plaintiff and/or other Aggrieved Employees. Finally,
16 Defendants failed to accurately calculate and pay Plaintiff and/or other Aggrieved Employees' sick
17 pay at the regular rate of pay for the workweek in which Plaintiff and/or other Aggrieved Employees
18 used paid sick time, or by dividing the Plaintiff and/or other Aggrieved Employees' total wages, not
19 including overtime premium pay, by the Plaintiff and/or other Aggrieved Employees' total hours
20 worked in the full pay periods of the prior 90 days of employment.

21 **22. Meal Period Violations:** Defendants knew or should have known that Plaintiff and/or
22 other Aggrieved Employees were entitled to receive a timely, off-duty, uninterrupted 30-minute meal
23 period for every five hours of work, or payment of one additional hour of pay at their regular rate of
24 pay when they did not receive a compliant meal period. Plaintiff and/or other Aggrieved Employees
25 frequently had their meal periods shortened, interrupted, late, and/or missed altogether due to
26 Defendants' practice of understaffing and prioritizing work demands over taking compliant breaks.
27 Defendants also failed to relieve Plaintiff and other Aggrieved Employees of all duties during their
28 meal periods. For example, Plaintiff and other Aggrieved Employees were often required to carry a

1 radio issued by Defendants and monitor those radios for calls during their meal periods. In addition,
2 Defendants failed to authorize and permit and/or make available to Plaintiff and/or other Aggrieved
3 Employees second meal periods when they worked more than 10 hours. Moreover, Defendants
4 rounded Plaintiff and/or other Aggrieved Employees' time punches for meal periods. Accordingly,
5 Defendants failed to authorize and permit and/or make available to Plaintiff and/or other Aggrieved
6 Employees timely, uninterrupted off-duty meal periods for at least 30 minutes when they worked more
7 than five (5) hours and/or 10 hours in a workday, and failed to compensate Plaintiff and/or other
8 Aggrieved Employees with an additional hour of pay at their regular rate of pay for every day in which
9 they were denied a compliant meal period.

10 23. **Rest Period Violations:** Defendants knew or should have known that Plaintiff and
11 other Aggrieved Employees were entitled to receive a 10-minute, off-duty, uninterrupted rest period
12 for every four (4) hours worked, or major fraction thereof, or payment of one additional hour of pay
13 at their regular rate of pay when they were not permitted to take a compliant rest period. Plaintiff
14 and/or other Aggrieved Employees missed their rest breaks or had them interrupted or governed by
15 Defendants' practices and policies. Defendants also failed to relieve Plaintiff and other Aggrieved
16 Employees of all duties during their meal periods. For example, Plaintiff and other Aggrieved
17 Employees were often required to carry a radio issued by Defendants and monitor those radios for
18 calls during their meal periods. Plaintiff and/or other Aggrieved Employees also failed to adopt and
19 implement a practice of providing third rest breaks when Plaintiff and/or other Aggrieved Employees
20 worked over 10 hours. Notwithstanding the above rest break violations, Defendants failed to
21 compensate Plaintiff and/or other Aggrieved Employees with an additional hour of pay at their regular
22 rate of pay for every day in which they suffered a rest period violation.

23 24. **Unreimbursed Business Expenses:** Defendants knew or should have known that
24 Plaintiff and other Aggrieved Employees were entitled to reimbursement for their necessary work-
25 related business expenses. Defendants required Plaintiff and other Aggrieved Employees to use their
26 personal cellular phones for work purposes, such as downloading an application to clock in and out
27 and communicating with Defendants' supervisors, without reimbursement for a reasonable portion of
28 their cellular phone bills. In addition, Plaintiff and/or Aggrieved Employees were required to clean,

1 wash, and iron their uniforms, which were the Defendants' property, without any reimbursement for
2 the costs of cleaning, washing, and ironing.

3 **25. Failure to Permit Aggrieved Employees to Use Accrued and Available Sick Leave:**
4 During the PAGA Period, Defendants failed to permit Plaintiff and/or Aggrieved Employees to use
5 their accrued and available sick leave entitlement.

6 **26. Failure to Pay Vacation Wages:** During the PAGA Period, Defendants failed to
7 provide to Plaintiff and/or Aggrieved Employees accrual of vacation wages and failed to pay to
8 Plaintiff and/or Aggrieved Employees vested vacation wages.

9 **27. Waiting Time Penalties:** Defendants knew or should have known that Plaintiff and
10 other Aggrieved Employees who separated from their employment with Defendants during the
11 statutory period were entitled to timely payment of all wages due. In violation of the Labor Code,
12 Plaintiff and other Aggrieved Employees did not receive payment of all wages owed upon separation
13 within the permissible time period due to, *inter alia*, Defendants' failure to pay all wages, meal and
14 rest period premiums, and reimburse expenses.

15 **28. Wage Statement Violations:** Defendants knew or should have known that Plaintiff
16 and/or other Aggrieved Employees were entitled to receive complete and accurate wage statements.
17 In violation of the Labor Code and IWC Wage Orders, Plaintiff and other Aggrieved Employees were
18 not furnished with complete and accurate wage statements that show all information required by Labor
19 Code Section 226, including, but not limited to, the gross and net wages earned, the total hours worked,
20 all applicable hourly rates in effect during the pay period, and the corresponding number of hours
21 worked at each hourly rate.

22 **29. Failure to Keep Accurate Records:** Defendants knew or should have known that
23 Defendants were required to keep accurate records of the hours worked by Plaintiff and/or other
24 Aggrieved Employees. In violation of the Labor Code, Defendants failed to maintain accurate records
25 of hours worked by Plaintiff and other Aggrieved Employees as a result of Defendants' conduct, acts,
26 and/or omissions described throughout this Complaint.

27 **30. Retaliation for Engaging in Protected Activity:** Plaintiff and/or other Aggrieved
28 Employees engaged in quintessential protected activity by making complaints and submitting inquires

1 to Defendants regarding workplace conditions they reasonably believed to be illegal. For example,
2 after Plaintiff became aware that he was denied a position which required weapons training for which
3 he was aptly qualified, Plaintiff—who reasonably believed he was not selected for the position due to
4 his race, color, national origin, ancestry, and protected status as a disabled veteran—questioned why
5 Defendants did not select him for the position. Immediately after Plaintiff engaged in this protected
6 activity, Defendants terminated Plaintiff's employment.

7 31. **Violation of California's equal pay laws:** During the PAGA Period, without
8 justification, Defendants paid Plaintiff and/or other Aggrieved Employees at wage rates less than the
9 rates paid to employees of another race or ethnicity for substantially similar work, when viewed as a
10 composite of skill, effort, and responsibility, and performed under similar working conditions.
11 Specifically, Defendants paid Plaintiff an hourly rate of \$22/hour, but they unjustifiably paid other
12 employees of another race or ethnicity \$25-30/hour for substantially similar work. Furthermore,
13 Defendants willfully paid or caused to be paid to Plaintiff a wage less than the rate paid to an employee
14 of another race or ethnicity.

15 32. Defendants' conduct, acts, and/or omissions described throughout this Complaint were
16 willful.

17 **FIRST CAUSE OF ACTION**

18 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT OF 2004**

19 **(CAL. LAB. CODE §§ 2698, *ET SEQ.*)**

20 **(Against All Defendants)**

21 33. Plaintiff incorporate by reference all previous paragraphs of this Complaint as though
22 fully set forth herein.

23 34. Under Labor Code Section 2699(a), any provision of the Labor Code that provides for
24 a civil penalty to be assessed and collected by the LWDA or any of its departments, divisions,
25 commissions, boards, agencies or employees for violation of the code may, as an alternative, can be
26 recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and
27 other current or former employees pursuant to the procedures specified in Labor Code Section 2699.3.

28 35. Under Labor Code Section 2699.3(a), a plaintiff may bring a cause of action under

1 PAGA only after giving the LWDA and the employer notice of the Labor Code Sections alleged to
2 have been violated, and after receiving notice from the LWDA of its intention not to investigate or
3 after 65 days have passed without notice from the LWDA.

4 36. On May 14, 2023, Plaintiff gave written notice of the specified provisions alleged to
5 have been violated, including the facts and theories to support the alleged violations, as required by
6 Labor Code Section 2699.3. This written notice was provided via certified mail to Defendants and to
7 the LWDA by electronically filing the notice via the Department of Industrial Relations' website.
8 More than 65 days have passed since Plaintiff submitted the PAGA notice to the LWDA without notice
9 from the LWDA. Accordingly, Plaintiff has exhausted the procedural requirements under Labor Code
10 Section 2699.3 as to Defendants and is therefore able to pursue a claim for penalties on behalf of
11 himself and all other Aggrieved Employees under PAGA.

12 37. For all provisions of the Labor Code except those for which a civil penalty is
13 specifically provided, Labor Code Section 2699(f) imposes upon Defendants a penalty of one hundred
14 dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred
15 dollars (\$200) for each aggrieved employee per pay period for each subsequent pay period in which
16 Defendants violated these provisions of the Labor Code.

17 38. Pursuant to Labor Code Sections 2699.3 and 2699.5, Plaintiff may seek civil penalties
18 for any alleged violation of the following provisions: subdivision (k) of Section 96, Sections 98.6, 201,
19 201.3, 201.5, 201.7, 202, 203, 203.1, 203.5, 204, 204a, 204b, 204.1, 204.2, 205, 205.5, 206, 206.5,
20 208, 209, and 212, subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, and 224, paragraphs
21 (1) to (5), inclusive, (7), and (9) of subdivision (a) of Section 226, Sections 226.7, 227, 227.3, 230,
22 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of Section 232, subdivision (c) of
23 Section 232.5, Sections 233, 234, 351, 353, and 403, subdivision (b) of Section 404, Sections 432.2,
24 432.5, 432.7, 435, 450, 510, 511, 512, 513, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851,
25 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, and 1153,
26 subdivisions (c) and (d) of Section 1174, Sections 1194, 1197, 1197.1, 1197.5, and 1198, subdivision
27 (b) of Section 1198.3, Sections 1199, 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296,
28 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695,

1 subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5,
2 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, and 1700.47, Sections 1735, 1771,
3 1774, 1776, 1777.5, 1811, 1815, 2651, and 2673, subdivision (a) of Section 2673.1, Sections 2695.2,
4 2800, 2801, 2802, 2806, and 2810, subdivision (b) of Section 2929, and Sections 3073.6, 6310, 6311,
5 6399.7, 6400, 6401, 6401.7, 6402, and 6403.

6 39. Labor Code Section 558(a) provides “[a]ny employer or other person acting on behalf
7 of an employer who violates, or causes to be violated, a section of this chapter or any provision
8 regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject
9 to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid
10 employee for each pay period for which the employee was underpaid . . . (2) For each subsequent
11 violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the
12 employee was underpaid.”

13 40. Labor Code Section 1197.1 provides “[a]ny employer or other person acting either
14 individually or as an officer, agent, or employee of another person, who pays or causes to be paid to
15 any employee a wage less than the minimum fixed by an applicable state or local law, or by an order
16 of the commission shall be subject to a civil penalty . . . as follows: (1) For any initial violation that is
17 intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay period
18 for which the employee is underpaid . . . (2) For each subsequent violation for the same specific
19 offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period for which
20 the employee is underpaid regardless of whether the initial violation is intentionally committed.”

21 41. Labor Code Section 226.3 provides: “[a]ny employer who violates subdivision (a) of
22 Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per
23 employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each
24 violation in a subsequent citation, for which the employer fails to provide the employee a wage
25 deduction statement or fails to keep the records required in subdivision (a) of Section 226. The civil
26 penalties provided for in this section are in addition to any other penalty provided by law.”

27 42. Labor Code Section 1174.5 provides a \$500 penalty for an employer’s failure to
28 maintain accurate and complete payroll records showing the hours worked daily by and the wages paid

1 to employees.

2 43. Defendants' conduct with respect to Plaintiff and other Aggrieved Employees violates
3 numerous Labor Code sections including, but not limited to, the following:

4 (a) Violation of Labor Code Sections 201-204, 206, 210, 510, 558, 1194, 1197,
5 1197.1, and 1198 for failure to timely pay all earned sick pay, vacation pay, wages (including
6 minimum, regular, overtime, and double time wages as well as commissions) owed to Plaintiff and
7 other aggrieved employees during employment and upon separation of employment;

8 (b) Violation of Labor Code Sections 226.7 and 512 for failure to provide meal
9 periods to Plaintiff and/or other Aggrieved Employees and failure to pay premium wages for missed
10 meal periods;

11 (c) Violation of Labor Code Section 226.7 for failure to permit rest breaks to
12 Plaintiff and/or other Aggrieved Employees and failure to pay premium wages for missed rest periods;

13 (d) Violation of Labor Code Sections 226 and 226.3 for failure to provide accurate
14 itemized wage statements to Plaintiff and/or other Aggrieved Employees;

15 (e) Violation of Labor Code Sections 226, 226.3, 1174, and 1174.5 for failure to
16 calculate and pay sick pay at the regular rate of pay for the workweek in which Plaintiff and/or other
17 Aggrieved Employees used paid sick time, or by dividing the Plaintiff and/or other Aggrieved
18 Employees' total wages, not including overtime premium pay, by the Plaintiff and/or other Aggrieved
19 Employees' total hours worked in the full pay periods of the prior 90 days of employment, in violation
20 of Labor Code Sections 246, 246.5, 247, 247.5, and 248.5 and the Healthy Workplaces, Healthy
21 Families Act of 2014;

22 (f) Violation of Labor Code Section 227.3 for failure to provide to Plaintiff and/or
23 Aggrieved Employees accrual of vacation wages and failure to pay to Plaintiff and/or Aggrieved
24 Employees vested vacation wages;

25 (g) Violation of Labor Code Sections 221 and 223 for secretly paying Plaintiff
26 and/or Aggrieved Employees less than the statutory or contractual rate;

27 (h) Violation of Labor Code Sections 1174 and 1174.5 for failure to maintain
28 accurate records regarding the employment of Plaintiff and/or other Aggrieved Employees;

1 (i) Violation of Labor Code Sections 2800 and 2802 for failure to reimburse
2 business expenses to Plaintiff and other Aggrieved Employees; Violation of Labor Code Sections 98.6,
3 232.5(c), and 1102.5 for retaliation against Plaintiff and/or Aggrieved Employees for engaging in
4 quintessential protected activity;

5 (j) Violation of Labor Code Section 1197.5 for, without justification, paying
6 Plaintiff and/or other Aggrieved Employees at wage rates less than the rates paid to employees of
7 another race or ethnicity for substantially similar work, when viewed as a composite of skill, effort,
8 and responsibility, and performed under similar working conditions;

9 (k) Violation of Labor Code Section 1199.5 for willfully paying or causing to be
10 paid to Plaintiff and/or other Aggrieved Employees a wage less than the rate paid to an employee of
11 another race or ethnicity, as required by Labor Code Section 1197.5; or reducing the wages of any
12 employee in order to comply with Labor Code Section 1197.5; and

13 (l) Violation of Labor Code Section 1199 for each of the foregoing Labor Code
14 violations.

15 44. As set forth above, Defendants have violated numerous provisions of the Labor Code
16 regulating hours and days of work as well as the IWC Wage Orders.

17 45. Pursuant to Labor Code Sections 2699(a), 2699.3, and 2699.5, Plaintiff is entitled to
18 recover civil penalties, in addition to other remedies, for violations of the Labor Code Sections cited
19 above.

20 46. Plaintiff is an “aggrieved employee” because he was employed by the alleged violators
21 and had one or more of the alleged violations committed against him, and therefore is properly suited
22 to represent the interests of all other aggrieved employees.

23 47. Plaintiff has exhausted the procedural requirements under Labor Code section 2699.3
24 as to Defendants and is therefore able to pursue a claim for penalties on behalf of himself and all other
25 aggrieved employees under the PAGA.

26 48. Pursuant to Labor Code Sections 2699(g) and 2802(c) and California Code of Civil
27 Procedure Section 1021.5, Plaintiff is entitled to attorneys’ fees and costs incurred in this action.

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1 **PRAYER FOR RELIEF**

2 **WHEREFORE**, Plaintiff, on behalf of himself and the other Aggrieved Employees, prays for
3 judgment and the following specific relief against Defendants, jointly and severally, as follows:

4 1. For civil penalties against Defendants on behalf of Plaintiff and all other Aggrieved
5 Employees pursuant to, *inter alia*, Labor Code Sections 210, 226.3, 558, 1174.5, 1197.1, and 2698, *et*
6 *seq.*;

7 2. For reasonable attorneys' fees and costs of suit to the extent permitted by law, including
8 pursuant to Labor Code Sections 2699(g) and 2802(c), and California Code of Civil Procedure Section
9 1021.5; and

10 3. For such other relief the Court deems just and proper.

11 Dated: July 22, 2023

ALAMI LAW GROUP

12
13
14 By: 

15 David Alami
16 Shaheen Anthony Etemadi

17 Attorneys for Plaintiff NICHOLAS WOOD
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