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

CHRISTINA LILOMAIAVA, on behalf of
herself and all others similarly situated,

Plaintiff,

vs.

CSI PATROL SERVICE, INC., a California
Corporation, and DOES 1-20, inclusive,

Defendants.

Case No. 23STCV07777
Assigned for All Purposes to:
David S. Cunningham III
Dept.: SSC-11

**FIRST AMENDED CLASS ACTION
COMPLAINT**

- 1) Failure to Pay All Wages;
- 2) Non-payment of Overtime Compensation;
- 3) Failure to Provide Proper Meal Periods or Compensation in Lieu Thereof;
- 4) Failure to Provide Proper Rest Periods or Compensation in Lieu Thereof;
- 5) Reimbursement of Business Expenses;
- 6) Failure to Properly Maintain Accurate Itemized Wage Statements;
- 7) Violation of California Business & Professions Code § 17200 et seq.; and
- 8) Violations of California Labor Code Private Attorney General Act, Labor Code § 2699 et seq.

JURY TRIAL DEMANDED

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FILED
Superior Court of California
County of Los Angeles
08/10/2023
David W. Slayton, Executive Officer / Clerk of Court
By: K. Martinez Deputy

1 Plaintiff CHRISTINA LILOMAIAVA (“CHRISTINA LILOMAIAVA” or “Plaintiff”),
2 an individual on behalf of herself, all aggrieved employees, and all others similarly situated
3 (hereinafter collectively referred to as “Plaintiff”), hereby file this Complaint against Defendant
4 CSI PATROL SERVICE, INC., a California Corporation (“Defendant”) and DOES 1 to 20
5 (hereinafter collectively referred to as “Defendants”). Plaintiff is informed and believes, and on
6 the basis of that information and belief, alleges as follows:

7 **I.**

8 **INTRODUCTION**

9 1. This is a civil action seeking recovery for Defendants’ violations of California
10 *Labor Code* (“*Labor Code*”), *Labor Code* §200, et seq., *Labor Code* §500, et seq., California
11 *Business and Professions Code* (“*B&PC*”) § 17000, et seq. and § 17200, et seq., the applicable
12 Wage Order(s) issued by the California Industrial Welfare Commission (hereinafter, the “*IWC*
13 *Wage Order(s)*”) and related common law principles.

14 2. Plaintiff’s action seeks monetary damages, including full restitution from
15 Defendants as a result of Defendants’ unlawful, fraudulent and/or unfair business practices.

16 3. The acts complained of herein occurred, occur and will occur, at least in part,
17 within the time period from four (4) years preceding the filing of the original Complaint herein,
18 up to and through the time of trial for this matter (“Class Period”).

19 **RELEVANT JOB TITLES**

20 4. The relevant job titles in this action are Defendants’ non-exempt “Security Guard”
21 positions (hereinafter including any of Defendants’ job positions with substantially similar titles
22 and duties).

23 5. Defendants’ Security Guard positions are paid by Defendants on an hourly basis.

24 6. The obligations and responsibilities of Defendants’ Security Guard positions,
25 respectively, are virtually identical from region to region, district to district, facility to facility,
26 to facility, and employee to employee. Any differences in job activities between the different
27 individuals in these positions were and are legally insignificant to the issues presented by this
28 action.

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7.

- a. Failed to pay wages for all hours worked, including state-mandated minimum wages;
- b. Failed to pay overtime wages for all overtime hours worked;
- c. Failed to provide meal periods, or provide compensation in lieu thereof;
- d. Failed to provide rest periods, or provide compensation in lieu thereof;
- e. Failed to reimburse business expenses;
- f. Failed to timely furnish accurate itemized wage statements;
- g. Violated *Labor Code* §203; and
- h. Conducted unfair business practices.

II.

THE PARTIES

REPRESENTATIVE PLAINTIFF

8. Plaintiff CHRISTINA LILOMAIAVA is an individual over the age of eighteen (18) and is now and/or at all times mentioned in this Complaint was a resident of the State of California.

9. Plaintiff CHRISTINA LILOMAIAVA has worked for Defendants as a non-exempt security guard, from approximately January 28, 2022 to May 29, 2022 in Los Angeles County.

10. Plaintiff CHRISTINA LILOMAIAVA seeks recovery from Defendants because with regard to Plaintiff CHRISTINA LILOMAIAVA, Defendants have:

- i. Failed to pay wages for all hours worked, including state-mandated minimum wages;
- j. Failed to pay overtime wages for all overtime hours worked;
- k. Failed to provide meal periods, or provide compensation in lieu thereof;
- l. Failed to provide rest periods, or provide compensation in lieu thereof;
- m. Failed to reimburse business expenses;

- 1 n. Failed to timely furnish accurate itemized wage statements;
2 o. Violated *Labor Code* §203; and
3 p. Conducted unfair business practices.

4 **DEFENDANTS**

5 12. Defendant CSI PATROL SERVICE, INC. is now and/or at all times mentioned
6 in this Complaint was a California corporation and the owner and operator of an industry,
7 business and/or facility licensed to do business and actually doing business in the State of
8 California providing security services.

9 **DOES 1 TO 20, INCLUSIVE**

10 13. DOES 1 to 20, inclusive are now, and/or at all times mentioned in this Complaint
11 were licensed to do business and/or actually doing business in the State of California.

12 14. Plaintiff does not know the true names or capacities, whether individual, partner
13 or corporate, of DOES 1 to 20, inclusive and for that reason, DOES 1 to 20 are sued under such
14 fictitious names pursuant to *California Code of Civil Procedure* (“CCP”) §474.

15 15. Plaintiff will seek leave of court to amend this Complaint to allege such names
16 and capacities as soon as they are ascertained.

17 **ALL DEFENDANTS**

18 16. Defendants, and each of them, are now and/or at all times mentioned in this
19 Complaint were in some manner legally responsible for the events, happenings and
20 circumstances alleged in this Complaint.

21 17. Defendants, and each of them, proximately subjected Plaintiff to the unlawful
22 practices, wrongs, complaints, injuries and/or damages alleged in this Complaint.

23 18. Defendants, and each of them, are now and/or at all times mentioned in this
24 Complaint were the agents, servants and/or employees of some or all other Defendants, and vice-
25 versa, and in doing the things alleged in this Complaint, Defendants are now and/or at all times
26 mentioned in this Complaint were acting within the course and scope of that agency, servitude
27 and/or employment.

28 19. Defendants, and each of them, are now and/or at all times mentioned in this

1 Complaint were members of and/or engaged in a joint venture, partnership and common
2 enterprise, and were acting within the course and scope of, and in pursuance of said joint venture,
3 partnership and common enterprise.

4 20. Defendants, and each of them, at all times mentioned in this Complaint concurred
5 and contributed to the various acts and omissions of each and every one of the other Defendants
6 in proximately causing the complaints, injuries and/or damages alleged in this Complaint.

7 21. Defendants, and each of them, at all times mentioned in this Complaint approved
8 of, condoned and/or otherwise ratified each and every one of the acts and/or omissions alleged
9 in this Complaint.

10 22. Defendants, and each of them, at all times mentioned in this Complaint aided and
11 abetted the acts and omissions of each and every one of the other Defendants thereby proximately
12 causing the damages alleged in this Complaint.

13 **III.**

14 **JURISDICTION AND VENUE**

15 23. The California Superior Court has jurisdiction in this matter due to Defendants'
16 violations of *Labor Code* §201, et seq., *Labor Code* §500, et seq., *Labor Code* §1194, *B&PC*
17 §17200, et seq., the *IWC Wage Order(s)* and related common law principles.

18 24. The California Superior Court also has jurisdiction in this matter because both the
19 individual and aggregate monetary damages and restitution sought herein exceed the minimal
20 jurisdictional limits of the Superior Court and will be established at trial, according to proof.

21 25. Venue is proper in Los Angeles County pursuant to *CCP* §395(a) and *CCP* §395.5
22 in that liability arose there because at least some of the transactions that are the subject matter of
23 this Complaint occurred therein and/or each Defendant either is found, maintains offices, transact
24 business, and/or has an agent therein.

25 **PRIVATE ATTORNEY GENERAL ACT OF 2004**

26 26. On May 4, 2023, Plaintiff provided written notice via online submission to the
27 Labor and Workforce Development Agency and via written notice via certified mail to
28 Defendants of the specific provisions of the Labor code alleged to have been violated, including

1 the fact and theories to support the alleged violations.

2 27. Following the 65-days response period, Plaintiff and her counsel did not receive
3 from the Labor and Workforce Development Agency that it would be investigating the claimed
4 Labor Code violations.

5 28. The Defendant has failed to maintain a policy that compensates the Plaintiff and
6 other similarly situated employees an amount equal to or greater than the minimum wage for all
7 hours worked, as required by Labor Code §§1194, 1197, 1997.1 and the applicable Industrial
8 Welfare Commission (“IWC”) Wage Order(s). During at least the last four years of employment,
9 the Plaintiff and other similarly situated employees earned less than the required State minimum
10 wage.

11 29. More specifically, the Plaintiff and other similarly situated employees were not
12 paid wages for all hours worked, including minimum wage, due to the common practice and
13 policy of the Defendant to regularly schedule the Plaintiff and other similarly situated employees
14 to work eight (8) hours or more in a workday with a thirty-minute meal period, but not providing
15 an uninterrupted, duty-free thirty-minute meal period. The Plaintiff and other similarly situated
16 employees were regularly required to work during their scheduled meal periods and return back
17 to work early from their meal periods, due to the workload, lack of staff, and they performed
18 work during their meal periods because the Defendant required the Plaintiff and other aggrieved
19 employees to keep their radio on at all times. While the Plaintiff and other similarly situated
20 employees were regularly required by the Defendant to work through their meal periods due to
21 the workload, lack of staff and the requirement to keep their radio on at all times, they did not
22 receive compensation for this time worked during the meal periods. Additionally, the Plaintiff
23 and other similarly situated employees were not paid for all hours worked, as the Defendant failed
24 to pay for all hours actually worked. The Defendant regularly shorted hours and failed to pay for
25 all hours worked by the Plaintiff and other similarly situated employees. As such, the Plaintiff
26 and other similarly situated employees were regularly required to perform uncompensated “off
27 the clock” work during their scheduled meal periods and work shifts.

28 30. Based on the total hours actually worked, including the “off the clock” hours

1 resulting from uncompensated work performed during scheduled meal periods and work shifts,
2 and the total amount paid to the Plaintiff and similarly situated employees, the Defendant failed
3 to pay an amount equal to or greater than the minimum wage for all hours actually worked.
4 Accordingly, the Plaintiff and other similarly situated employees were paid less than minimum
5 wage on each occasion the Plaintiff and other similarly situated employees worked for the
6 Defendant. As a result, the Defendant has violated Labor Code §§1194, 1197, 1197.1 and the
7 applicable IWC Wage Order(s), and owe penalties pursuant to Labor Code §§2699(f), 1197.1
8 and/or 558.

9 31. The Plaintiff and other aggrieved employees were not paid all overtime wages
10 due to the common practice and policy of the Defendant to: (1) regularly schedule the Plaintiff
11 and other aggrieved employees to work over eight (8) hours in a day, and/or over forty (40) hours
12 in a week, without paying the applicable overtime rate of pay for the overtime hours worked (i.e.,
13 when the Plaintiff and other aggrieved employees were required to work through their meal
14 periods because of work duties, specifically having to keep the radio on at all times), and (2)
15 regularly schedule the Plaintiff and other aggrieved employees to work over 8 hours a day, and
16 required the Plaintiff and other aggrieved employees to work through their meal periods, without
17 the proper overtime compensation, including at the proper rate of pay.

18 32. Accordingly, during the relevant liability period, the Defendant's pay plan
19 deprived the Plaintiff and other similarly aggrieved employees of mandated overtime
20 compensation that they were due for working in excess of eight hours in one day and forty hours
21 during the week, at the proper overtime rate. Within the relevant time period, the Defendant failed
22 to pay the Plaintiff and other similarly aggrieved employees for all premium wages owed for
23 overtime hours worked. As a matter of policy and/or practice, Defendants' failure to pay
24 overtime compensation violates, among others, Labor Code §§ 510 and 1194, IWC Wage
25 Order(s), and the UCL.

26 33. The Defendant failed to maintain a policy that provided the Plaintiff and other
27 similarly aggrieved employees with off-duty meal periods as required by California law, and the
28 Plaintiff and other similarly aggrieved employees were regularly not provided a second meal

1 period, despite sometimes working more than ten (10) hours per day.

2 34. Specifically, the Defendant adopted, implemented and enforced uniform meal
3 period policies that are not lawful under California law. The Defendant regularly scheduled the
4 Plaintiff and other aggrieved employees to work eight (8) hours or more with a thirty-minute
5 meal period, but failed to provide a timely, uninterrupted, duty-free thirty-minute meal period.
6 For instance, the Plaintiff regularly worked eight to sixteen hours per day without an
7 uninterrupted first and/or second meal period. In addition, the Plaintiff and other aggrieved
8 employees were regularly required to work through their first and second meal periods, due to
9 the workload, lack of staff, and the requirement to keep their radio on at all times. In addition,
10 the Plaintiff and other aggrieved employees were not provided with timely meal periods, when
11 meal periods were provided (i.e., after the fifth hour of work). In addition, the Defendant failed
12 to pay the Plaintiff and other aggrieved employees premium wages owed for these meal period
13 violations. As a result, the Defendant failed to compensate the Plaintiff and other aggrieved
14 employees for meal period premiums owed due to the violations of California wage and hour
15 laws. Other violations include the failure to provide the first meal period no later than the fifth
16 hour of work and a second meal period no later than the end of the tenth hour of work. Based on
17 this unlawful policy and/or practice, the Defendant failed to pay the Plaintiff and other aggrieved
18 employees one hour of pay at their regular rate of pay for each workday that a proper meal period
19 was not provided.

20 35. As such, the Defendant has violated Labor Code §§226.7, 512, and the applicable
21 Industrial Welfare Commission Wage Orders, and owe penalties pursuant to Labor Code
22 §§2699(f) and/or 558.

23 36. The Defendant failed to maintain a policy that provided the Plaintiff and other
24 similarly aggrieved employees with off-duty rest periods as required by California law. The
25 Plaintiff and other aggrieved employees regularly worked in excess of four hours or a major
26 fraction thereof during workdays without being provided at least a ten-minute rest period in
27 which they were relieved of all duties. This was caused by the work schedule requirements by
28 the Defendant (i.e., the practice of scheduling overlapping patients during a shift).

37. More specifically, the Plaintiff and other aggrieved employees were regularly scheduled to work in excess of three and a half hours a day, without legally compliant rest breaks. The Defendant regularly failed to provide timely paid ten-minute rest breaks for every four (4) hours or major fraction thereof worked per day to the Plaintiff and other similarly aggrieved employees. The Defendant did not regularly provide scheduled rest breaks and/or provide relief coverage for the Plaintiff and other similarly aggrieved employees, to provide an opportunity to take rest breaks. Rather, the Plaintiff and other aggrieved employees were required to work through their rest breaks due to the workload and lack of staff. Moreover, the Plaintiff and other aggrieved employees were required to keep their radio on at all times.

38. As such, the Defendant has violated Labor Code §§226.7, 512, and the applicable Industrial Welfare Commission Wage Orders, and owe penalties pursuant to Labor Code §§ 2699(f) and/or 558.

39. Pursuant to Labor Code §2802 and the applicable IWC Wage Order(s), an employee is entitled to be reimbursed by his or her employer for all expenses or losses incurred in the direct consequence of the discharge of the employee's work duties. Here, the Plaintiff and similarly aggrieved employees were not reimbursed for all necessary expenditures or losses incurred in direct consequence of the discharge of their work duties, including but not limited to late fees incurred for not being paid in a timely manner, personal cell phone reimbursement, and uniform expenses.

40. As such, the Defendant is liable for reimbursement of cell phone data, uniform expenses, late fees and interest, reasonable costs, including but not limited to attorneys' fees. Additionally, the Defendant is liable for civil penalties pursuant to Labor Code §§ 2699(f) and/or 2802.

41. Pursuant to Labor Code §226 and the applicable Industrial Wage Order, the Defendant is required to include on a paystub such information as all hours worked, the hourly rate of pay, and the rate of pay for overtime and double time work. Here, because the Defendant allegedly (1) failed to timely pay all wages owed during the Plaintiff and other aggrieved employees' employment, including all overtime hours worked at the proper overtime rate, (2)

1 failed to provide all legally requisite meal periods and rest breaks, without compensation in lieu
2 thereof, and (3) failed to pay all business reimbursements, including uniform and personal cell
3 phone expenses, the Plaintiff alleges that the Defendant has derivatively violated Labor Code
4 §226. Due to the Labor Code violations referenced herein, the wage statements failed to include
5 all the hours worked, including the actual overtime hours worked, all the premium wages owed,
6 and the rate of pay for overtime and double time worked.

7 42. Moreover, the Defendant expressly failed to itemize the: (1) gross wages earned,
8 (2) total hours worked by the employee, (3) all deductions, provided that all deductions made on
9 written orders of the employee may be aggregated and shown as one item, (4) net wages earned,
10 (5) the inclusive dates of the period for which the employee is paid, (6) the name of the employee
11 and only the last four digits of his or her social security number or an employee identification
12 number other than a social security number, (7) the name and address of the legal entity that is
13 the employer, (8) all applicable hourly rates in effect during the pay period and the corresponding
14 number of hours worked at each hourly rate by the employee, and (9) all premium wages, on the
15 wage statements furnished to the Plaintiff and similarly aggrieved employees, in violation of
16 Labor Code § 226(a).

17 43. The Defendant has violated Labor Code §§201 and 202 by willfully failing to pay
18 all compensation due and owing to the Plaintiff and all other former similarly aggrieved
19 employees at the time employment was terminated. The Defendant willfully failed to pay the
20 Plaintiff and all other former similarly aggrieved employees, all compensation due upon
21 termination of employment as required under Labor Code §§ 201 and 202.

22 44. Here, because the Defendant allegedly (1) failed to timely pay all wages owed
23 during the employment, including minimum wages, overtime wages, and premium wages, and
24 (2) failed to provide all legally requisite meal periods and rest breaks, without compensation in
25 lieu thereof, and (3) failed to pay all business reimbursements, the Plaintiff alleges that the
26 Defendant failed to pay all compensation due and owing at the time of termination. As such,
27 based on the Labor Code violations referenced herein, the Defendant has derivatively violated
28 Labor Code §201-203, and pursuant to §§ 203 and 256 of the Labor Code, the Plaintiff and other

1 similarly aggrieved employees are now also entitled to recover up to thirty (30) days of wages
2 due to the Defendant's "willful" failure to comply with the statutory requirements of sections
3 201 and 202 of the Labor Code. Additionally, the Defendant is liable for civil penalties pursuant
4 to Labor Code §2698 et seq.

5 45. Therefore, pursuant to Labor Code §2699.3(a), please advise within sixty (60)
6 calendar days of the online submission date of this notice whether the LWDA intends to
7 investigate the violations alleged above. We understand that if we do not receive a response
8 within the applicable time that the LWDA intends to investigate these allegations, the aggrieved
9 Plaintiff may immediately thereafter commence a civil action against the Defendant pursuant to
10 Labor Code § 2699.

11 IV.

12 CLASS ACTION ALLEGATIONS

13 46. CCP §382 provides in pertinent part: "...[W]hen the question is one of a common
14 or general interest, of many persons, or when the parties are numerous, and it is impracticable to
15 bring them all before the court, one or more may sue or defend for the benefit of all."

16 47. Plaintiff brings this suit as a class action pursuant to CCP §382, on behalf of
17 individuals who are entitled to the monies unlawfully withheld by Defendants.

18 48. The putative classes Plaintiff will seek to certify are currently composed of and
19 defined as follows:

- 20 a. All non-exempt Security Guards (as defined, supra) employed by Defendants in
21 the State of California during the Class Period. ("Plaintiff Class")
- 22 b. All non-exempt Security Guards (as defined, supra) employed by Defendants in
23 the State of California who signed an on-duty meal break agreement (hereinafter,
24 the "Meal Period Class");
- 25 c. All non-exempt Security Guards (as defined, supra) employed by Defendants
26 during the Class Period to whom Defendants failed to authorize a rest period, or
27 provide compensation in lieu thereof (hereinafter, the "Rest Period Class");
- 28 d. All non-exempt Security Guards (as defined, supra) formerly employed by

Defendants during the Class Period who were not reimbursed for the following uniform shirts, patches, delivery fees, flashlights, vests, and jackets (hereinafter, the “LC 2802 Class”).

e. All non-exempt Security Guards (as defined, *supra*) formerly employed by Defendants during the Class Period who had the following deducted from their wage statements: uniform shirts, patches, delivery fees, flashlights, vests, and jackets (hereinafter, the “Unlawful Deduction Class”).

f. All non-exempt Security Guards (as defined, *supra*) formerly employed by Defendants during the Class Period who signed an on-duty meal break agreement and were not paid a meal break premium (hereinafter, the “LC 203 Class”).

49. The Meal Period Class, Rest Period Class, LC 2802, Unlawful Deduction Class and LC 203 Class are hereinafter collectively referred to as the “Classes.”

50. Throughout discovery in this litigation, Plaintiff may find it appropriate and/or necessary to amend the definition of the Classes. In any event, Plaintiff will formally define and designate a Class definition at such time when Plaintiff seeks to certify the Classes alleged herein.

51. *Numerosity* (CCP §382):

a. The potential quantity of members of the Classes as defined is so numerous that joinder of all members would be unfeasible and impractical.

b. The disposition of the claims of the members of the Classes through this class action will benefit both the parties and this Court.

c. The quantity of members of the Classes is unknown to Plaintiff at this time; however, it is estimated that each of the Classes numbers greater than 100 individuals.

d. The quantity and identity of such membership is readily ascertainable via inspection of Defendants’ records.

52. *Superiority* (CCP§3 82): The nature of this action and the nature of the laws available to Plaintiff make the use of the class action format particularly efficient and the appropriate procedure to afford relief to Plaintiff for the wrongs alleged herein, as follows:

- a. California has a public policy which encourages the use of the class action device;
- b. By establishing a technique whereby, the claims of many individuals can be resolved at the same time, the class suit both eliminates the possibility of repetitious litigation and provides small claimants with a method of obtaining redress for claims which would otherwise be too small to warrant individual litigation;
- c. This case involves large corporate Defendant(s) and a large number of individual Class members with many relatively small claims and common issues of law and fact;
- d. If each individual member of each of the Classes was required to file an individual lawsuit, the large corporate Defendants would necessarily gain an unconscionable advantage because Defendants would be able to exploit and overwhelm the limited resources of each individual member of the Classes with Defendants' vastly superior financial and legal resources;
- e. Requiring each individual member of each of the Classes to pursue an individual remedy would also discourage the assertion of lawful claims by the members of the Classes who would be disinclined to pursue an action against Defendants because of an appreciable and justifiable fear of retaliation and permanent damage to their lives, careers and well-being;
- f. Proof of a common business practice or factual pattern, of which the members of the Classes experienced, is representative of the Classes herein and will establish the right of each of the members of the Classes to recover on the causes of action alleged herein;
- g. Absent class treatment, the prosecution of separate actions by the individual members of the Classes, even, if possible, would likely create:
 - i. a substantial risk of each individual plaintiff presenting in separate, duplicative proceedings the same or essentially similar arguments and evidence, including expert testimony;
 - ii. a multiplicity of trials conducted at enormous expense to both the judicial system and the litigants;
 - iii. inconsistent or varying verdicts or adjudications with respect to the individual

members of the Classes against Defendants; and

iv. potentially incompatible standards of conduct for Defendants;

v. potentially incompatible legal determinations with respect to individual members of the Classes which would, as a practical matter, be dispositive of the interest of the other members of the Classes who are not parties to the adjudications or which would substantially impair or impede the ability of the members of the Classes to protect their interests.

h. The claims of the individual members of the Classes are not sufficiently large to warrant vigorous individual prosecution considering all of the concomitant costs and expenses attendant thereto;

i. Courts seeking to preserve efficiency and other benefits of class actions routinely fashion methods to manage any individual questions; and

j. The Supreme Court of California urges trial courts, which have an obligation to consider the use of innovative procedural tools to certify a manageable class, to be procedurally innovative in managing class actions.

53. *Well-defined Community of Interest*: Plaintiff also meets the established standards for class certification (see, e.g. *Lockheed Martin Corp. v. Superior Court* (2003) 29 Cal.4th 1096), as follows:

a. *Typicality*: The claims of Plaintiff CHRISTINA LILOMAIAVA are typical of the claims of all members of the Classes he seeks to represent because all members of the Classes sustained injuries and damages arising out of Defendants' common course of conduct in violation of law and the injuries and damages of all members of the Classes were caused by Defendants' wrongful conduct in violation of law, as alleged herein.

b. *Adequacy*: Plaintiff CHRISTINA LILOMAIAVA:

i. is an adequate representative of the Classes he seeks to represent;

ii. will fairly protect the interests of the members of the Classes;

iii. has no interests antagonistic to the members of the Classes; and

iv. will vigorously pursue this suit via attorneys who are competent, skilled and experienced in litigating matters of this type.

c. *Predominant Common Questions of Law or Fact*: There are common questions of law and/or fact as to the members of the Classes which predominate over questions affecting only individual members of the Classes, including, without limitation:

- i. Whether members of the Meal Period Class were provided meal periods or compensation in lieu thereof;
- ii. Whether members of the Rest Period Class were authorized to take rest periods, or provided compensation in lieu thereof;
- iii. Whether Defendants have failed to indemnify Class Members for their necessary employment-related expenses and losses in violation of Labor Code § 2802;
- iv. Whether Defendants' failure to indemnify Class Members for their necessary employment-related expenses and losses constitutes an unlawful, unfair, and/or fraudulent business practice under Business & Professions Code § 17200, et seq.;
- v. Whether Defendants' conduct constitutes unfair competition within the meaning of *B&PC* §17200, et seq.;
- vi. Whether Defendants' conduct constitutes unfair business practices within the meaning of *B&PC* § 17200, et seq.;
- vii. Whether Defendants are liable pursuant to *Labor Code* §203;
- viii. Whether Defendants have made deductions from the compensation paid to Class Members in violation of California law;
- ix. Whether the members of the Classes are entitled to compensatory damages, and if so, the means of measuring such damages;
- x. Whether the members of the Classes are entitled to injunctive relief;
- xi. Whether the members of the Classes are entitled to restitution; and

- xii. Whether Defendants are liable for attorneys' fees and costs.
- xiii. Whether each member of the Classes might be required to ultimately justify an individual claim does not preclude maintenance of a class action (see, e.g. *Collins v. Rocha* (1972) 7 Cal.3d 232, 238).

V. CLAIMS

FIRST CAUSE OF ACTION FAILURE TO PAY WAGES

(On Behalf of Plaintiff and Plaintiff Class) (Against All Defendants)

54. Plaintiff incorporates by reference and re-allege each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

55. California Labor Codes Sections 200 et seq., including 204a and 204b, establishes the fundamental right of all employees in the State of California to be paid wages in a timely fashion.

56. Pursuant to Labor Code Sections 218 and 1194, Plaintiff and all members of the Classes may bring a civil action for unpaid wages directly against Defendants without first filing a claim with the Division of Labor Standards Enforcement and may recover such wages, together with interest thereon, penalties, attorneys' fees and costs.

57. At all relevant times, Plaintiff and all members of the Unpaid Wage Subclass identified herein operated exclusively within the State of California, and Defendants required Plaintiff and the Unpaid Wage subclass members to perform work without compensation in violation of the IWC Wage Order(s) and the California Labor Code provisions. Defendants have adopted and implemented unlawful compensation policies, practices and procedures that, among other things, did not pay Plaintiff and members of the Unpaid Wage Subclass for all of their time worked. Moreover, Defendants required, suffered and/or permitted Plaintiff and the Unpaid Wage Subclass members to perform work during their scheduled meal periods, so that their work was not accounted for accurately or completely.

58. Defendants knowingly and intentionally failed to pay Plaintiff and the Unpaid Wage Subclass members for these wages due. As a result, Plaintiff and the Unpaid Wage

Subclass members have suffered compensatory damages and are owed wages for the work they performed without compensation.

59. Pursuant to Labor Code Section 218.6, Labor Code Section 1194(a), and Civil Code Section 3287, Plaintiff and the Unpaid Wage Subclass members seek recovery of pre-judgment interest on all amounts recovered herein.

60. Pursuant to Labor Code Section 218.5 and/or Labor Code Section 1194(a), and the common fund doctrine, Plaintiff and the Unpaid Wage Subclass members further request that the Court award reasonable attorneys' fees and costs incurred by them in this action.

SECOND CAUSE OF ACTION NON-PAYMENT OF OVERTIME COMPENSATION

(On Behalf of Plaintiff and Plaintiff Class) (Against All Defendants)

61. Plaintiff incorporates by reference and re-allege each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

62. Plaintiff herein worked more than 8 hours per day and/or 40 hours per week, but did not receive overtime wages for all of these hours. Plaintiff is informed and believes, and based thereon alleges, that all members of the Overtime Subclass, Overtime Rate Subclass and Overtime Meal Period Subclass also worked more than 8 hours per day and/or 40 hours per week, but did not receive overtime wages for these hours and not at the proper overtime rate, based upon Defendants' uniform policy not to pay for overtime even though such overtime hours were scheduled and worked, policy of paying overtime hours worked at the straight time rate instead of the proper overtime rate, and due to work performed during scheduled meal periods. Amounts for overtime hours were earned by Plaintiff and the members of the Overtime Subclass, Overtime Rate Subclass and Overtime Meal Period Subclass throughout their employment with Defendants, and were due and payable during employment and upon their discharge from Defendants.

63. California Labor Code 510(a) and IWC Wage Order(s) regulating payment of wages in the state of California, provide that eight (8) hours of labor constitutes a day's work and any work in excess of eight (8) hours in one (1) workday and any work in excess of forty (40)

1 hours in any one workweek shall be compensated at the rate of no less than one and one-half
2 times the regular rate of pay for each employee and any work in excess of twelve (12) hours in
3 any one workday shall be compensated at the rate of no less than twice the regular rate of pay for
4 each employee.

5 64. California Labor Code Section 558 and IWC Wage Order(s), state, in pertinent
6 part, that any employer or other person acting on behalf of an employer who violates, or causes
7 to be violated, a section of any provision regulating hours and days of work in any order of the
8 IWC shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50)
9 for each underpaid employee for each pay period for which the employee was underpaid in
10 addition to an amount sufficient to recover underpaid wages; (2) For each subsequent violation,
11 one hundred dollars (\$100) for each underpaid employee for each pay period for which the
12 employee was underpaid in addition to an amount sufficient to recover underpaid wages.
13 Pursuant to this code section and/or wage order, Plaintiff and the members of the Overtime
14 Subclass, Overtime Rate Subclass and Overtime Meal Period Subclass are entitled to civil
15 penalties for each pay period in which Defendants underpaid their wages as set forth herein.

16 65. California Labor Code § 1194 states that any employee receiving less than the
17 legal overtime compensation applicable to the employee is entitled to recover the unpaid balance
18 of the full amount of this overtime compensation, including interest thereon, reasonable
19 attorney's fees, and costs of suit.

20 66. Plaintiff and members of the Overtime Subclass, Overtime Rate Subclass and
21 Overtime Meal Period Subclass request that the Court award them interest on all unpaid wages
22 at the legal rate specified by California Civil Code § 3289(b), accruing from the date the wages
23 were due and payable pursuant to Labor Code § 218.6. Plaintiff and members of the Overtime
24 Subclasses further request that this Court award reasonable attorneys' fees and costs incurred in
25 this action pursuant to Labor Code §§ 1194(a), and pursuant to the common fund doctrine.

26 **THIRD CAUSE OF ACTION FAILURE TO PROVIDE PROPER MEAL PERIODS**

27 **(On Behalf of Plaintiff and Plaintiff Class) (Against All Defendants)**

28 67. Plaintiff incorporates by reference and re-allege each and every one of the

1 allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set
2 forth herein.

3 68. California Labor Code § 512 and IWC Wage Order(s) state that an employer may
4 not employ an employee for a work period of more than five (5) hours per day without providing
5 the employee a meal period of not less than 30 minutes, and an employer may not employ an
6 employee for a work period of more than 10 hours per day without providing the employee with
7 a second meal period of not less than 30 minutes. Wage Order(s) states that unless the employee
8 is relieved of all duty during a 30-minute meal period, the meal period shall be considered an “on
9 duty” meal period and counted as time worked. California Labor Code § 226.7, subd. (a) further
10 states that no employer shall require any employee to work during any meal or rest period
11 mandated by an applicable order of the IWC.

12 69. Pursuant to Labor Code section 512 and the IWC Wage Order(s), an employer is
13 required to provide a first meal period no later than the end of an employee’s fifth hour of work,
14 and a second meal period no later than the end of an employee’s 10th hour of work. Moreover,
15 an employer is prohibited from exerting coercion against the taking of, creating incentives to
16 forego, or otherwise encouraging the skipping of legally protected breaks.

17 70. Plaintiff and members of the Meal Period Subclass were not provided with or
18 given the opportunity to take the requisite meal periods before the end of the first 5 hours of
19 work. Defendants also required members of the Meal Period Subclasses to forego meal breaks,
20 for Defendants’ benefit, when the workload was heavy. As a result, Plaintiff and members of the
21 Meal Period Subclasses also were required to work and/or were not relieved of all duties during
22 their meal period taken. Additionally, Plaintiff and members of the Meal Period Subclasses were
23 required to carry a radio and keep it on at all times during their shift.

24 71. Pursuant to California Labor Code § 226.7(b) and IWC Wage Order(s), if an
25 employer fails to provide an employee a meal period in accordance with the applicable provisions
26 of IWC Wage Order 16(s), the employer shall pay the employee one (1) hour of pay at the
27 employee’s regular rate of compensation for each workday that the meal period is not provided.
28 As such, Plaintiff and members of the Meal Period Subclasses are entitled to an additional one

hour's pay for each day in which Plaintiff and members of the Meal Period Subclasses were not provided a proper meal break under the above-described authorities.

72. California Labor Code § 558 states that any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of any provision regulating hours and days of work in any order of the IWC shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages; (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. Pursuant to this code section, Plaintiff, as well as members of the Meal Period Subclasses are entitled to civil penalties for each pay period in which Defendants underpaid their wages as set forth herein.

73. Plaintiff and the members of the Meal Period Subclasses request that the Court award interest on all unpaid wages at the legal rate specified by California Civil Code § 3289(b), accruing from the date the wages were due and payable pursuant to Labor Code § 218.6.

FOURTH CAUSE OF ACTION FAILURE TO PROVIDE PROPER REST PERIODS

(On Behalf of Plaintiff and Plaintiff Class) (Against All Defendants)

74. Plaintiff incorporates by reference and re-allege each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

75. IWC Wage Order(s) states that every employer shall authorize and permit all employees to take rest periods. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four hours of work, or major fraction thereof. An employer must provide employees with 10 minutes' rest for shifts from three and one-half to six hours in length, 20 minutes for shifts of more than six hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so on.

76. Plaintiff and the Rest Period Subclass members were regularly not provided with the opportunity to take a duty-free, ten-minute rest period for every four hours of work, or a major

1 fraction thereof.

2 77. Plaintiff and the Rest Period Subclass members were required to carry a radio and
3 keep it on at all times during their shift.

4 78. Pursuant to California Labor Code § 226.7(b) and IWC Wage Order(s) if an
5 employer fails to provide an employee a rest period in accordance with the applicable provisions
6 of IWC Wage Order(s), the employer shall pay the employee one (1) hour of pay at the
7 employee's regular rate of compensation for each workday that the rest period is not provided.

8 79. As such, Plaintiff and the Rest Period Subclass members are entitled to an
9 additional one hour's pay for each day in which they were not provided a proper rest period under
10 the above-described authorities.

11 80. California Labor Code § 558 states that any employer or other person acting on
12 behalf of an employer who violates, or causes to be violated, a section of any provision regulating
13 hours and days of work in any order of the IWC shall be subject to a civil penalty as follows: (1)
14 For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for
15 which the employee was underpaid in addition to an amount sufficient to recover underpaid
16 wages; (2) For each subsequent violation, one hundred dollars (\$ 100) for each underpaid
17 employee for each pay period for which the employee was underpaid in addition to an amount
18 sufficient to recover underpaid wages. Pursuant to this code section, Plaintiff, as well as members
19 of the Rest Period Subclass are entitled to civil penalties for each pay period in which Defendants
20 underpaid their wages as set forth herein.

21 81. Plaintiff and the members of the Rest Period Subclass request that the Court award
22 interest on all unpaid wages at the legal rate specified by California Civil Code § 3289(b),
23 accruing from the date the wages were due and payable pursuant to Labor Code § 218.6.

24 **FIFTH CAUSE OF ACTION FAILURE TO REIMBURSE BUSINESS EXPENSES**

25 **(On Behalf of the Plaintiff and Plaintiff Class) (Against All Defendants)**

26 82. Plaintiff, individually, and on behalf of above-described Class Members of
27 similarly situated Security Guards, hereby realleges and incorporates by reference each and every
28 one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as

1 if fully set forth herein.

2 83. Labor Code § 2802(a) provides:

3 An employer shall indemnify his or her employee for all necessary expenditures or losses
4 incurred by the employee in direct consequence of the discharge of his or her duties, or of his or
5 her obedience to the directions of the employer, even though unlawful, unless the employee, at
6 the time of obeying the directions, believed them to be unlawful.

7 84. Within the last four years of the filing of this Complaint, Defendants, by virtue
8 of cell phone and late fees (associated with late payment of wages via direct deposit)
9 reimbursement policies and practices, failed to indemnify Plaintiff and the Business
10 Reimbursement Subclass appropriately for all necessary, cell phone, uniform, and late fee related
11 expenses that Plaintiff and the Business Reimbursement Subclass incurred while performing
12 work for Defendants.

13 85. Plaintiff and the Business Reimbursement Subclass incurred out-of-pocket losses
14 because of Defendants' failure to reimburse Plaintiff and the Business Reimbursement subclass
15 appropriately for all necessary, late fees (at the fault of Defendants), cell phone, and uniform
16 expenses that Plaintiff and the Business Reimbursement subclass incurred while performing
17 work for Defendants. To date, Defendants have failed to indemnify Plaintiff and the Business
18 Reimbursement subclass for all these out-of-pocket losses.

19 86. Plaintiff and Class Members were required by Defendants to regularly clock in
20 and out using their personal cell phones, throughout their shifts. Plaintiff and Class Members
21 were also regularly contacted by employer regarding work duties, on their personal cell phones.
22 As such, Defendants are liable for reimbursement of cell phone data, late fees and interest,
23 reasonable costs, including but not limited to attorneys' fees.

24 87. Under Labor Code § 2802(c), Plaintiff and the Business Reimbursement Subclass
25 are entitled to recover all reasonable costs, including attorney's fees, incurred in enforcing their
26 rights granted by Labor Code § 2802.

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1 **SIXTH CAUSE OF ACTION VIOLATION OF CALIFORNIA LABOR CODE §§**

2 **201, 202, 203, et seq.**

3 **(On Behalf of the Plaintiff and Plaintiff Class) (Against All Defendants)**

4 88. Plaintiff, individually, and on behalf of above-described Class Members of
5 similarly situated Security Guards, hereby realleges and incorporates by reference each and every
6 one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as
7 if fully set forth herein.

8 89. Labor Code § 201 states that an employer is required to provide an employee who
9 is terminated all unpaid wages immediately upon termination.

10 90. Plaintiff is informed and believes and thereon allege that Defendants failed to pay
11 Plaintiff, the Waiting Time Penalty Subclass members, and other current and former employees
12 all wages due and owing immediately upon termination, thereby violating Labor Code § 201.

13 91. Labor Code §202 states, in pertinent part, that an employer is required to provide
14 an employee who quits his or her employment all wages due and owing not later than 72 hours
15 thereafter.

16 92. Plaintiff is informed and believes and thereon allege that Defendants failed to pay
17 Plaintiff, the Waiting Time Penalty Subclass members, and other current and former employees
18 all wages due and owing upon voluntary resignation, thereby violating Labor Code § 202.

19 93. Labor Code §203 states that if an employer willfully fails to pay an employee
20 wages according to Labor Code §§ 201 and 202, these wages shall continue as a penalty for up
21 to a maximum of 30 days.

22 94. Defendants willfully withheld paying Plaintiff, the Waiting Time Penalty
23 Subclass members, and other employees' wages thereby violating Labor Code § 203 and
24 requiring Defendants to pay Plaintiff, the Waiting Time Penalty Subclass members, and other
25 aggrieved employees a 30-day wage penalty in addition to all unpaid wages as described herein.

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**SEVENTH CAUSE OF ACTION VIOLATION OF CALIFORNIA BUSINESS &
PROFESSIONS CODE § 17200**

(On Behalf of the Plaintiff and Plaintiff Class) (Against All Defendants)

95. Plaintiff incorporates by reference and re-allege each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

96. California Business and Professions Code § 17200 et seq. prohibits unfair competition in the form of any unlawful, deceptive or fraudulent business practice. The acts and practices described in this complaint constitute unlawful, unfair and fraudulent business practices, and unfair competition within the meaning of Business and Professions Code § 17200 et seq.

97. Beginning at an exact date unknown to Plaintiff, Defendants committed unlawful acts as described above, including: failing to pay all wages, including all minimum and overtime wages to its employees, failing to pay overtime wages at the proper rate, failing to provide proper meal and rest breaks, failing to timely pay Plaintiff and members of the Unfair Competition Subclass all wages due and owing, including minimum and overtime wages, failing to properly maintain and submit itemized wage statements, and adopting, implementing and enforcing uniform unlawful compensation and meal and rest break policies and procedures.

98. The violations of these laws serve as unlawful business practices for purposes of Business and Professions Code § 17200 and remedies are provided therein under Business and Professions Code § 17203.

99. As a proximate result of the aforementioned acts, the Defendants received and continue to hold ill-gotten gains belonging to Plaintiff and all members of the Unfair Competition Subclass in that Defendants have profited from their unlawful practices.

100. Business and Professions Code § 17203 provides that the Court may restore to any person in interest any money or property that may have been acquired by means of such unfair competition and order restitutionary damages to Defendants by operation of the practices alleged therein. Plaintiff and all members of the Unfair Competition Subclass are entitled to

1 restitution pursuant to Business and Professions Code §§ 17203 and 17208 for all wages and civil
2 penalties unlawfully withheld from them during the four (4) years prior to the original filing date
3 of this complaint.

4 101. Plaintiff and all members of the Unfair Competition Subclass seek and are entitled
5 to unpaid wages, unpaid overtime, injunctive relief, statutory and civil penalties, and any other
6 remedy owing to Plaintiff and members of the Unfair Competition Subclass.

7 102. Injunctive relief is necessary and proper to prevent Defendants from repeating
8 their wrongful practices as alleged above.

9 103. In order to prevent Defendants from profiting and benefitting from their wrongful
10 and illegal acts, an order requiring Defendants to pay restitutionary damages to Plaintiff and all
11 members of the Unfair Competition Subclass is also appropriate and necessary.

12 104. Plaintiff herein has taken it upon herself to enforce these laws and lawful claims.
13 There is a financial burden incurred in pursuing this action and it would be against the interests
14 of justice to penalize Plaintiff by forcing her to pay attorneys' fees in this action. Therefore,
15 attorneys' fees are appropriate pursuant to Code of Civil Procedure § 1021.5, as well as under
16 the common fund doctrine.

17 **EIGHT CAUSE OF ACTION**
18 **VIOLATION OF LABOR CODE § 2699, ET SEQ.**
19 **(Plaintiff Against All Defendants)**

20 105. Plaintiff, on behalf of herself and all other aggrieved employees, hereby
21 incorporate the preceding paragraphs as though fully set forth herein.

22 106. Pursuant to Labor Code § 2699(a) (which provides that any provision of the
23 Labor Code that provides for a civil penalty to be assessed and collected by the Labor and
24 Workforce Development Agency ("LWDA") (or any of its departments, divisions,
25 commissions, board agencies or employees), such penalties may, as an alternative, be recovered
26 through a civil action brought by an aggrieved employee on behalf of himself or herself and
27 other current or former employees), Plaintiff and all other aggrieved employees seek recovery
28 of all applicable civil penalties.

1 107. Pursuant to Labor Code § 2699(e) (which provides that for all provisions of the
2 Labor Code except those for which a civil penalty is specifically provided, there is established a
3 civil penalty for a violation of these provisions), Plaintiff and all other aggrieved employees
4 seek recovery of the applicable civil penalties pursuant to Labor Code § 2699(e)(2) as follows:

5 a. Penalties under Labor Code § 2699(f) in the amount of one hundred dollars
6 (\$100.00) for each aggrieved employee per pay period for the initial violation; and two hundred
7 dollars (\$200.00) for each aggrieved employee per pay period for each subsequent violation;

8 b. Penalties under Labor Code § 558, in addition to and entirely independent and
9 apart from other penalty provided in the Labor Code, in the amount of \$50 for each underpaid
10 aggrieved employee for each pay period the aggrieved employee was underpaid in addition to
11 an amount sufficient to recover underpaid wages, and \$100 for each subsequent violation for
12 each underpaid employee for each pay period for which the employee was underpaid in
13 addition to an amount sufficient to recover underpaid wages, with all wages recovered pursuant
14 to Labor Code § 558 provided to the aggrieved employees;

15 c. Penalties under Labor Code § 226.3, in addition to and entirely independent
16 and apart from other penalty provided in the Labor Code, in the amount of \$250 for each
17 aggrieved employee per pay period for each violation, and \$1,000 for each aggrieved employee
18 per pay period for each subsequent violation;

19 d. Penalties under Labor Code § 256, in addition to and entirely independent and
20 apart from other penalty provided in the Labor Code, including Labor Code § 2699, et seq., for
21 any aggrieved employee who was discharged or quit, and was not paid all earned wages at
22 termination in accordance with Labor Code §§ 201, 201.1, 201.5, 202, and 205.5, in the amount
23 of a civil penalty of one day of pay, at the same rate, for each day that he or she was paid late,
24 until payment was/is made, up to a maximum of thirty (30) days; and

25 e. Any additional penalties and sums as provided by the Labor Code and/or other
26 relevant statutes.

27 108. Plaintiff is entitled to recover reasonable attorneys' fees and costs pursuant to
28 Labor Code § 2699(g)(1), 218.5 (wages), 1194(a), and any other applicable statute.

1 109. Labor Code § 2699.3(a) states in pertinent part: “A civil action by an
2 aggrieved employee pursuant to subdivision (a) or (f) of Section 2699 alleging a violation of
3 any provision listed in Section 2699.5 shall commence only after the following requirements
4 have been met: (1) The aggrieved employee or representative shall give written notice by
5 certified mail to the LWDA and the employer of the specific provisions of this code alleged to
6 have been violated, including the facts and theories to support the alleged violation.”

7 110. Here, Plaintiff’s civil action alleges violations of provisions listed in Labor
8 Code § 2699.5. As such, Labor Code § 2699.3(a) applies to this action, and Labor Code §
9 2699.3(b) and § 2699.3(c) do not apply to this action.

10 111. On or about May 4, 2023, Plaintiff complied with Labor Code § 2699.3(a) by
11 providing written notice through online submission to the LWDA and via certified mail to
12 defendant CSI Patrol Service, Inc. of the specific provisions of the Labor Code alleged to have
13 been violated, including the facts and theories to support the alleged violation.

14 112. Labor Code § 2699.3(a) further states in pertinent part: “(2)(A) The agency
15 shall notify the employer and the aggrieved employee or representative by certified mail that it
16 does not intend to investigate the alleged violation within 60 calendar days of the postmark date
17 of the notice received pursuant to paragraph (1). Upon receipt of that notice or if no notice is
18 provided within 65 calendar days of the postmark date of the notice given pursuant to
19 paragraph (1), the aggrieved employee may commence a civil action pursuant to Section 2699.”
20 As of the date of the filing of this amended complaint, which is well after the 65 calendar days
21 after Plaintiff’s May 4, 2023 LWDA letter was submitted online and mailed via certified mail
22 to Defendant CSI Patrol Service, Inc.), Plaintiff has not received any notification that the
23 LWDA intends to investigate the alleged violations. As such, Plaintiff has complied with
24 Labor Code § 2699.3(a) and has been given authorization therefrom to commence a civil action
25 which includes a cause of action pursuant to Labor Code § 2699 et seq.

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1 **VI.**

2 **PRAYER FOR RELIEF**

3 WHEREFORE, Plaintiff, on behalf of herself and the above-described Plaintiff Class, prays
4 for relief as follows, jointly, and severally, from all Defendants:

5 A. That the Court determine that this action may be maintained as a class action under Code
6 of Civil Procedure § 382, and define the class as requested herein;

7 B. Provision of class notice to all members of Plaintiff Class;

8 C. A declaratory judgment that Defendants' violations described above were willful;

9 D. An equitable accounting to identify, locate, and restore to Plaintiff and Plaintiff Class, the
10 wages due;

11 E. For an Order requiring Defendants to identify each of the member of Plaintiff Class by
12 name, home address, home telephone number and, if available, email address;

13 F. For an Order requiring Defendants to make full restitution and payment pursuant to
14 California law;

15 G. For all other appropriate injunctive, declaratory and equitable relief;

16 H. An award to Plaintiff and Plaintiff Class in the amount of reimbursement of employment-
17 related business expenses, reimbursement of unlawful deductions from wages, missed
18 meal and rest period premium compensation, including interest thereon, subject to proof
19 at trial;

20 I. An award of reasonable attorneys' fees and costs;

21 J. For remedies available for violation of California Labor Code § 2699 et seq.; and

22 K. An award to Plaintiff and Plaintiff Class of such other and further relief as this Court
23 deems just and proper.

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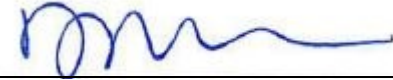
DEMAND FOR JURY TRIAL

Plaintiff hereby demands trial of her claims by jury to the extent authorized by law.

Dated: August 10, 2023

VERUM LAW GROUP, APC

By: _____



Sam Kim

Yoonis Han

Attorneys for Plaintiff CHRISTINA
LILOMAIAVA, and all other similarly situated
persons

1 **PROOF OF SERVICE**

2 CCP §1013a(3)

3 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

4 I am employed in the County of Los Angeles, State of California. I am over the age of
5 eighteen years and not a party to the within action; my business address is 360 N. Pacific Coast
6 Hwy, Suite 1025, El Segundo, California 90245.

7 On the date below, I served the foregoing document(s), described as **FIRST AMENDED**
8 **CLASS ACTION COMPLAINT**, on each of the interested parties in this action by placing ☐ the
9 original ☒ a true copy thereof enclosed in sealed envelopes addressed as follows (or as addressed on
10 the attached mailing list):

11 Attorneys for Defendant(s) CSI PATROL SERVICE,
12 INC.

13 Judy Kang, Esq.
14 Karen Luh, Esq
15 **JACKSON LEWIS P.C.**
16 725 South Figueroa St. Suite 2500
Los Angeles, CA 90017
Telephone: (213) 689-0404
Facsimile: 213-689-0430
Judy.Kang@jacksonlewis.com
Karen.Luh@Jacksonlewis.com

17
18 ☒ (**CASE ANYWHERE**): Based on a court order or an agreement of the parties to accept
19 service by electronic transmission using Case Anywhere, I caused the documents to be sent
20 to the persons at the electronic notification addresses listed above (or on the attached service
list). I did not receive, within a reasonable time after the transmission, any electronic
message or other indication that the transmission was unsuccessful.

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

23 Executed on August 10, 2023, at El Segundo, California.

24 
25 Alejandra Roman
26
27
28